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**THIRD AMENDED  
THERMAL POWER PLANT  
SITE CERTIFICATE  
FOR THE  
COYOTE SPRINGS COGENERATION PROJECT**

(Incorporating Amendments #1 Through #8)

This site certificate for the Coyote Springs Cogeneration Project (CSCP) is issued and executed in the manner provided by ORS Chapter 469, as amended by 1993 Public Laws ch. 569 (SB 1016), by and between the State of Oregon (State) acting by and through its Energy Facility Siting Council (EFSC), Portland General Electric Company (PGE), an Oregon corporation, and Avista Corporation (Avista), a Washington corporation, and Mirant Oregon, LLC (Mirant), a Delaware limited liability company. [rev. Amendment 6, 8]

I. SITE CERTIFICATION

- A. To the extent authorized by State law and subject to those warranties and conditions set forth herein, the State approves and authorizes for construction, operation and retirement by PGE and Avista and Mirant of a natural gas-fired combustion turbine energy facility, with oil firing back-up for phase one (as defined in OAR 345-01-010(33), Nov. 1995), together with related or supporting facilities in Boardman, Oregon, in the manner described in PGE's 1993 application for site certificate. "Co-owners," as used in this site certificate, refers to Avista and Mirant collectively. "Facility," as used in this site certificate, consists of the energy facility and the related or supporting facilities described in PGE's 1993 application for site certificate, except where otherwise stated or where the context clearly indicates otherwise. "Phase one" refers to the combustion turbine generator unit owned by PGE and constructed by PGE in 1995. "Phase two" refers to the combustion turbine generator unit owned by the Co-owners, to be constructed by the deadline stated in Condition V.A.2(1). The findings of facts, reasoning and conclusions of law underlying the terms and conditions of this site certificate are set forth in EFSC's final order, which by this reference is incorporated herein. Subject to the conditions herein, this site certificate binds the State and all counties, cities and political subdivisions in this State as to the approval of the site and the construction, operation and retirement of the facility, as to matters that are included in and governed by this site certificate. [rev. Amendments 2, 6, 8]
- B. Each affected state agency, county, city and political subdivision with authority to issue a permit, license or other approval with respect to matters included in or governed by this site certificate shall, upon submission by PGE or the Co-owners of

1 the proper application and payment of the proper fees, issue such permit, license or  
2 other approval without hearing or other proceeding, subject only to conditions set  
3 forth in the site certificate. Each agency that issues a permit, license or other approval  
4 to PGE or the Co-owners shall continue to exercise enforcement authority over such  
5 permit, license or other approval. [rev. Amendment 6, 8]  
6

7 For a permit, license or other approval included in or governed by the site certificate,  
8 PGE, with respect to phase one, and the Co-owners, with respect to phase two, shall  
9 comply with applicable state and federal laws adopted in the future to the extent that  
10 such compliance is required under the respective state agency statutes and rules. [rev.  
11 Amendment 6, 8]  
12

13 C. The State, PGE and the Co-owners shall abide by local ordinances and state law and  
14 the rules of EFSC in effect on the date the site certificate is executed. In addition,  
15 upon a clear showing of a significant threat to the public health, safety or the  
16 environment that requires application of later-adopted laws or rules, EFSC may  
17 require compliance with such later-adopted laws or rules. [rev. Amendment 6, 8]  
18

19 D. PGE shall be solely responsible for compliance with conditions or portions of conditions  
20 addressed to PGE or phase one specifically. The Co-owners shall be solely responsible  
21 for compliance with conditions or portions of conditions addressed to the Co-owners or  
22 phase two specifically. PGE and the Co-owners shall be jointly responsible for all  
23 aspects of the site and facility that are common to both phase one and phase two or that  
24 the site certificate does not identify as specific to phase one or phase two. All conditions  
25 that the site certificate does not identify as applicable to PGE or the Co-owners  
26 specifically, or that involve an aspect of the site or facility that are common to both  
27 phase one and phase two, shall apply to PGE and the Co-owners jointly. In the event of  
28 any violations of such non-phase-specific conditions or portions of conditions by either  
29 party, EFSC may direct any appropriate inquiries to either party, but if EFSC is able to  
30 identify one of the parties as the party responsible for committing the violation, EFSC  
31 shall address its initial demand for remedial action to that party. [rev. Amendment 6, 8]  
32

33 E. The Co-owners shall appoint a Project Director to act as a single point of contact  
34 between the Co-owners and the Office of Energy. Prior to the transfer of the ownership  
35 interest in phase two to the Co-owners, the Co-owners shall provide the Office of  
36 Energy with the name and contact information for the initial Project Director. The Co-  
37 owners may change the Project Director at any time. Change in the Project Director  
38 does not require Council approval or amendment of this site certificate. The Co-owners  
39 shall notify the Office of Energy in writing of any change in the Project Director within  
40 10 business days of such change. [Amendment 8]  
41

## 42 II. DESCRIPTION OF THE FACILITY

### 43 A. Description of the Site

#### 44 1. Power Plant Site

45  
46

1  
2 The proposed CSCP plant site consists of approximately 20 acres within the Port of  
3 Morrow Industrial Park. The Port of Morrow Industrial Park occupies 5,700 acres of  
4 land east of the City of Boardman and along the Columbia River.  
5

6 The plant site is located approximately 1,500 feet due south of the Columbia River and  
7 is immediately south of the bank and berm created by the Union Pacific Railroad's  
8 east-west mainline. The site's western boundary is Ullman Boulevard. Its southern  
9 boundary is along an existing gravel roadway and utility corridor. The site is about 450  
10 feet west of Messner Pond and a small pond created by an ongoing dredging operation  
11 lies along the eastern edge of the plant site. The exact location of the plant site is  
12 shown by figures C-C2 and C-C3 of the application for site certificate, which are made  
13 part of and incorporated into this site certificate by reference.  
14

## 15 2. Transmission Line Corridor

16  
17 The transmission line serving the plant will be approximately 1.5 miles long. The line  
18 will occupy land owned by the Port of Morrow and the City of Boardman. The  
19 transmission line will run from the south end of the plant site eastward along the  
20 existing roadway and utility corridor. For a short distance at its eastern extremity, the  
21 line will cross fields that are or have been under cultivation. The exact location of the  
22 transmission line corridor is shown in figure C-C2 of the application for site certificate.  
23

## 24 B. Description of Facilities

### 25 1. Power Plant

26  
27  
28 The proposed CSCP facilities will consist of several structures: a turbine generator  
29 building; heat recovery steam generator (boiler) structures; two 210 feet high exhaust  
30 stacks; a water treatment and auxiliary equipment building; auxiliary boilers; an  
31 administrative and control building; water treatment chemical tanks; and electrical  
32 transformation and substation facility structures.  
33

34 The CSCP power generation facilities will consist of two natural gas-fired, combined  
35 combustion turbine cycle units. Primary power for each phase will be supplied by  
36 either a General Electric 7FA gas turbine generator rated at approximately 170 to 190  
37 MW or a similar model gas turbine. For each phase, the high temperature exhaust  
38 from the gas turbine generator will be ducted to a heat recovery steam generator or  
39 boiler to generate steam. This steam will be used to drive a steam turbine generator  
40 with an electrical generation capacity of approximately 80 to 100 MW. Steam used in  
41 power generation will be cooled and condensed back to water by a condenser or heat  
42 exchanger using the cooling tower method. Phase two will include a natural gas-fired  
43 duct burner with a generating capacity of approximately 20 MW. [rev. Amendment 6]  
44

1 Electrical transformation and substation facilities will be constructed adjacent to the  
2 power plant at the south end of the site.

3  
4 The proposed CSCP power plant (both units) will use up to 27,400,000 million British  
5 thermal units of natural gas fuel per year. The power plant shall be supplied by a  
6 natural gas pipeline that will run approximately 15 miles between the site and Ione,  
7 Oregon. The supply pipeline will interconnect with an interstate natural gas  
8 transmission line and will be owned and operated by another company. The supply  
9 pipeline will be permitted through the Federal Energy Regulatory Commission and is  
10 not considered to be a related facility under the jurisdiction and siting review authority  
11 of the Energy Facility Siting Council.

12  
13 2. Electrical Transmission Line

14 Project related facilities will include a double circuit looped 500 kilovolt transmission  
15 line. The 1.5 mile line will connect the power plant with the Bonneville Power  
16 Administration transmission system.

17  
18 In the event of a conflict between the descriptions of the facility in this site certificate, EFSC's  
19 final order, the Oregon Department of Energy's (ODOE)<sup>1</sup> final staff report on PGE's application  
20 for site certificate, or PGE's application for site certificate, the following priority of construction  
21 shall apply to determine which document controls: first, PGE's application for site certificate;  
22 second, this site certificate; third, EFSC's final order; and fourth, ODOE's final staff report.

23  
24 III. WARRANTIES

25  
26 ORS 469.401(3) requires that:

27  
28 "The site certificate shall contain the warranties of the applicant as to the ability of the  
29 applicant to comply with standards of financial ability and to construct and operate the  
30 energy facility, the applicant's provisions for protection of the public health and safety  
31 and for time of completion of construction."

32  
33 The following warranties are necessary to meet the above statutory requirements and to ensure  
34 and facilitate compliance with and enforcement of EFSC standards and the policy directives of  
35 ORS chapter 469:

36  
37 (1) PGE, with respect to phase one, and the Co-owners, with respect to phase two,  
38 represent and warrant that they have the present capabilities and resources to construct,  
39 operate and retire phase one and phase two of the CSCP, including the ability to finance and  
40 pay for the CSCP, substantially as described in the site certificate and in the order approving  
41 the site certificate, as they may be amended from time to time, and with the terms and  
42 conditions of the site certificate. [rev. Amendments 1, 6, 8]

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<sup>1</sup> In 1995, the Oregon Legislature changed the Oregon Department of Energy to the Oregon Office of Energy (OOE).

1 (2) PGE and the Co-owners represent and warrant that they can and will comply with all  
2 applicable state, federal and local laws, regulations and ordinances and with all applicable  
3 conditions of the site certificate. [rev. Amendment 6, 8]  
4

5 (3) PGE, with respect to phase one, and the Co-owners, with respect to phase two,  
6 represent and warrant that they will undertake and complete construction of phase one and  
7 phase two of the CSCP according to the conditions of the construction commencement and  
8 completion dates at V.A.2. [rev. Amendment 6, 8]  
9

10 (4) PGE, with respect to phase one, and the Co-owners, with respect to phase two, warrant  
11 that they will take those actions, necessary to ensure that any third party with whom they  
12 contract during construction, operation or retirement of this facility and related or  
13 supporting facilities shall abide by the terms of this site certificate. [rev. Amendment 6, 8]  
14

15 (5) PGE, with respect to phase one, and the Co-owners, with respect to phase two, warrant  
16 that they shall take all reasonable steps necessary to ensure the protection of the public  
17 health and safety during the construction, operation and retirement of the CSCP and related  
18 facilities. [rev. Amendment 6, 8]  
19

#### 20 IV. MANDATORY CONDITIONS

21  
22 The following mandatory conditions are either specifically required by OAR 345-27-020 or are  
23 appropriate under OAR 345-27-020(4)(o) or OAR 345-027-0023 (Feb. 2000) to address project  
24 and site-specific conditions and requirements. These mandatory conditions shall apply in addition  
25 to, and should be read together with, the specific additional conditions provided in this site  
26 certificate to ensure compliance with the siting standards of OAR Chapter 345, Divisions 22, 23  
27 and 24.  
28

29 (1) PGE, with respect to phase one, and the Co-owners, with respect to phase two, shall  
30 comply with all applicable laws, regulations and ordinances of state, federal and local  
31 authorities, including all conditions contained in any permits, licenses and approvals issued  
32 by such authorities. PGE and the Co-owners shall comply with the conditions of the site  
33 certificate. The duty of PGE and the Co-owners to comply applies notwithstanding a failure  
34 or oversight in the proposed order or site certificate to identify all applicable laws,  
35 regulations and ordinances. PGE and the Co-owners shall design, construct, operate and  
36 retire phases one and two, respectively, in accordance with the requirements of the Oregon  
37 Energy Facility Siting Statute, ORS 469.300 et seq., and EFSC rules applicable to the  
38 facility. Avista and Mirant each assume joint and several liability to the State of Oregon for  
39 performance of the responsibilities of the Co-owners under the site certificate. [rev.  
40 Amendment 6, 8]  
41

42 (2) PGE, with respect to phase one, and the Co-owners, with respect to phase two, shall  
43 design, permit, construct, operate and retire the CSCP substantially as described in the site  
44 certificate, as it may be amended from time to time. [rev. Amendments 1, 6, 8]  
45

1 (3) No later than 90 days following the beginning of commercial operation of each phase,  
2 the owner of that phase shall submit to EFSC a written report certified by an Oregon  
3 registered structural engineer documenting the following: (a) facility construction consistent  
4 with the project description and operating statement of the ASC, as modified or amended by  
5 the site certificate; (b) fulfillment of and compliance with all design and construction-related  
6 conditions of the site certificate, including all applicable mitigation measures; and (c)  
7 compliance with or statement as to the ability to comply with all applicable state, federal and  
8 local permits, licenses and approvals issued for the project, including, but not limited to,  
9 compliance with Oregon Building Codes Agency (BCA) <sup>2</sup> building permits and Oregon  
10 Public Utility Commission (OPUC)—Safety Section design requirements. [rev. Amendment 6]  
11

12 (4) PGE, with respect to phase one, and the Co-owners, with respect to phase two, shall  
13 submit annual compliance status reports to EFSC providing a statement and documentation  
14 of their respective compliance with each applicable condition of the site certificate. PGE  
15 and the Co-owners may submit a single joint compliance status report. [rev. Amendment 6, 8]  
16

17 (5) Prior to construction of phase one, PGE shall submit certification that at least 80 percent  
18 of the capacity from phase one shall be used by an energy supplier in the Pacific Northwest  
19 Region as defined in 16 U.S.C. 839a(14). The capacity and energy of phase one shall be  
20 used by PGE for the benefit of its customers in its Oregon service territory. Except as  
21 required for financing purposes, PGE shall not sell or lease phase one and shall not contract  
22 for firm energy or firm capacity for the output of phase one for a term exceeding five years.  
23 [rev. Amendments 3, 6]  
24

25 (6) PGE shall not commence construction on any part of the facility and related or  
26 supporting facilities (including clearing of rights-of-way, but excepting survey and  
27 geotechnical investigations), until PGE has filed with EFSC documentation of ownership,  
28 control or access to the entire plant site and the entire transmission corridor. [rev. Amendment  
29 6]  
30

31 (7) PGE, with respect to phase one, and the Co-owners, with respect to phase two, shall, to  
32 the extent practicable, restore vegetation and landscape portions of the site disturbed by  
33 construction of their respective phases in a manner which is compatible with its  
34 surroundings; and, upon completion of construction, dispose of all temporary structures not  
35 required for future use and all used timber, brush, refuse, or flammable material resulting  
36 from the clearing of lands or from construction of the facility. [rev. Amendment 6, 8]  
37

38 (8) PGE, with respect to phase one, and the Co-owners, with respect to phase two, shall  
39 notify the Oregon Office of Energy (OOE), Oregon Department of Geology and Mineral  
40 Industries (DOGAMI) and the Oregon Department of Water Resources (DWR) in advance  
41 of further geotechnical investigations and trenching on the project site to allow the  
42 opportunity for agency representatives to inspect the work. [rev. Amendment 6, 8]  
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<sup>2</sup> In 1993, the Oregon Legislature changed the Building Codes Agency to the Building Codes Division (BCD) of the Department of Consumer and Business Services (DCBS).

1 (9) PGE, with respect to phase one, and the Co-owners, with respect to phase two, shall  
2 promptly notify OOE, DOGAMI and DWR if further geotechnical investigations, trenching  
3 or construction activities reveal conditions that were not considered in or that differ from  
4 the conditions assumed in the agreed-upon seismic hazard classification, or if shear zones,  
5 artesian aquifers, deformations or clastic dikes are found near or beneath the project site.  
6 EFSC may require additional and/or higher design requirements as necessary to address site  
7 conditions not previously considered. [rev. Amendment 6, 8]  
8

9 (10) PGE, with respect to phase one, and the Co-owners, with respect to phase two, shall  
10 prevent the development of any conditions on the site that would preclude restoration of the  
11 site to a useful, non-hazardous condition to the extent that prevention of such site conditons  
12 is with the control of PGE and/or the Co-owners. [rev. Amendments 5, 6, 8]  
13

14 (11) At least 5 years prior to retirement of each phase of CSCP, PGE, with respect to phase  
15 one, and the Co-owners, with respect to phase two, shall submit a retirement plan to EFSC  
16 subject to review and approval by EFSC. The plan shall describe how the site will be  
17 restored adequately to a useful condition, including options for post-retirement land use,  
18 information on how impacts to fish, wildlife and the environment will be minimized during  
19 the retirement process and measures to protect the public against risk or danger resulting  
20 from post-retirement site conditions. The owner of each phase shall restore the site to a  
21 useful condition following retirement. [rev. Amendment 6, 8]  
22

23 (12) This site certificate shall expire at the end of the useful life of both phases of the energy  
24 facility. Application for termination of the site certificate shall be made in accordance with  
25 the provisions of OAR 345-27-110. [rev. Amendment 6, 8]  
26

27 (13) The conditions in this site certificate may not be changed during the term of the site  
28 certificate except as provided in OAR Chapter 345, Division 27.  
29

30 (14) If a visitor information facility is provided at the site, information regarding  
31 conservation of energy and the means by which it may be accomplished shall be included  
32 with any energy facility information provided.  
33

34 (15) Before beginning construction of phase two of the facility, the Co-owners, shall submit  
35 to the State of Oregon through the Council a bond, letter of credit or fully-funded escrow  
36 account naming the State of Oregon, acting by and through the Council, as beneficiary or  
37 payee in the amount of \$2,500,000 (in 1993 dollars). The calculation of 1993 dollars shall  
38 be made using the index set forth below in sub-section (b). [Amendment 5; rev. Amendment 6;  
39 rev. Amendment 7, 8]  
40

41 (a) The terms of the bond, letter of credit or fully-funded escrow account and identity  
42 of the issuer shall be subject to approval by the Council, which approval shall not be  
43 unreasonably withheld. The bond, letter of credit or fully-funded escrow account shall  
44 not be subject to revocation or reduction prior to the time the Co-owners have  
45 established the financial mechanism or instrument described in Mandatory Condition

1 IV(16) and has fully funded the obligation. [Amendment 5; rev. Amendment 6; rev.  
2 Amendment 7, 8]  
3

4 (b) The calculation of 1993 dollars shall be made using the US Gross Domestic  
5 Product Implicit Price Deflator, as published by the US Department of Commerce,  
6 Bureau of Economic Analysis, or any successor agency ("the index"). The amount of  
7 the bond, letter of credit or fully-funded escrow account shall increase annually by the  
8 percentage increase in the index and shall be pro-rated within the year to the date of  
9 retirement. If at any time the index is no longer published, the Council shall select a  
10 comparable calculation of 1993 dollars. [Amendment 5]  
11

12 (16) Before beginning operation of phase two of the facility, the Co-owners shall establish a  
13 bond, letter of credit or fully-funded escrow account, satisfactory to the Council, assuring  
14 the availability of adequate funds throughout the life of phase two of the facility to retire  
15 phase two of the facility and restore the site to a useful, non-hazardous condition as  
16 described in OAR 345-022-0050 (April 2002). The Co-owners shall retire the facility  
17 according to an approved final retirement plan, as described in OAR 345-027-0110 (Feb.  
18 2000). [Amendment 5; rev. Amendment 6; rev. Amendment 7, 8]  
19

20 (17) The Co-owners shall design, engineer and construct phase two to avoid dangers  
21 to human safety presented by seismic hazards affecting the site that are expected to  
22 result from all maximum probable seismic events. As used in this rule "seismic  
23 hazard" includes ground shaking, landslide, liquefaction, lateral spreading, tsunami  
24 inundation, fault displacement, and subsidence. [Amendment 5; rev. Amendment 6, 8]  
25

26 (18) Before beginning construction of phase two, the Co-owners shall submit to the  
27 Office of Energy a legal description of the site. The Office shall append the legal  
28 description to the site certificate. [Amendment 5; rev. Amendment 6, 8]  
29

30 (19) The transfer of direct ownership of CS2 to the Co-owners shall not occur before  
31 January 1, 2003. [Amendment 8]  
32

## 33 V. CONDITIONS ISSUED PURSUANT TO EFSC STANDARDS<sup>3</sup>

### 34 A. Need for the Facility

- 35  
36 1. Exemption: OAR 345-23-010  
37 PGE, with respect to phase one, and the Co-owners, with respect to phase two,  
38 shall, as part of the post-construction completion compliance status certification  
39 reports required by Mandatory Condition 3, provide capacity and heat rate  
40 performance test reports to document the ability of phase one and phase two to  
41

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<sup>3</sup>Although conditions in this part V of the site certificate are listed under headings citing specific standards, the condition may relate to other standards as discussed in EFSC's final order. Any application of these conditions should take into account discussions under the various other standards.

1 meet the output and fuel efficiency measures as represented in the ASC. [rev.  
2 Amendment 6, 8]

3  
4 2. Construction commencement and completion dates

5  
6 (1) PGE shall begin construction of phase one within one year after the site  
7 certificate is executed. This one-year time period shall be tolled during any  
8 appeal that is taken of the Energy Facility Siting Council (EFSC) Order.  
9 Notwithstanding the tolling of the one-year time period for commencement  
10 of construction, PGE shall complete construction of phase one by  
11 September 16, 1998. The Co-owners shall complete construction of phase  
12 two by September 16, 2003. Completion of construction of phase two  
13 means the date of commercial operation of phase two. [rev. Amendments 4,  
14 5, 6, ]

15  
16 (2) Within one year of execution of the site certificate PGE must affirm, by  
17 written notice to EFSC its intent to construct phase two. This notice to  
18 EFSC shall include copies of correspondence to a vendor requesting  
19 commencement of bona fide negotiations to purchase the gas turbine. This  
20 one-year time period shall be tolled during any appeal taken of EFSC's  
21 Order. Such affirmation is required in order for Applicant to maintain a  
22 valid site certificate as to phase two. [rev. Amendment 6]

23  
24 (3) If the Co-owners request an extension of the construction completion  
25 deadline for phase two, the Co-owners shall demonstrate that phase two  
26 meets the requirements of OAR 345-024-0550 (Feb. 2000) in order for  
27 EFSC to approve extending the deadline. [rev. Amendments 3, 6, 8]

28  
29 (4) The construction completion deadline for phase two will not be tolled for  
30 reason of appeal of the EFSC's Order. [rev. Amendments 3, 4, 5]

31  
32 3. Carbon Dioxide Emissions Standard for Phase Two: OAR 345-024-0550  
33 through 0720 (Feb. 2000). [Amendment 3, inclusive]

34  
35 (1) Prior to commencement of construction of phase two, the Co-owners shall  
36 submit to the State of Oregon through the Council a bond, letter of credit  
37 or fully-funded escrow account (“escrow account”) in the amount of the  
38 monetary path payment requirement (in 1998 dollars) as determined by the  
39 calculations set forth in Condition V.A.3(4) and based on the estimated  
40 heat rate and capacity certified pursuant to Condition V.A.3(5) below and  
41 as adjusted in accordance with the terms of this site certificate pursuant to  
42 Condition V.A.3(4)(b). For the purposes of this site certificate, the  
43 "monetary path payment requirement" means the offset funds determined  
44 pursuant to OAR 345-024-0550 and -0560 and the selection and  
45 contracting funds determined pursuant to OAR 345-024-0710 that CS2  
46 must disburse to the Oregon Climate Trust, as the qualified organization,

1 pursuant to OAR 345-024-0710. The offset fund rate for the monetary  
2 path payment requirements shall be \$0.57 per ton of carbon dioxide (in  
3 1998 dollars). The calculation of 1998 dollars shall be made using the  
4 index set forth below in sub-section (c). [rev. Amendments 5, 6, 8]  
5

6 (a) In the event that the Council approves a new site certificate holder of  
7 phase two, the Council shall approve the bond, letter of credit or escrow  
8 account from the new site certificate holder(s) unless the Council finds that  
9 the proposed bond, letter of credit or escrow account does not provide  
10 comparable security to the bond, letter of credit or escrow account of the  
11 current site certificate holder. Such approval of a new bond, letter of credit  
12 or escrow account will not require a site certificate amendment. The bond,  
13 letter of credit or escrow account shall remain in effect until such time as  
14 the site certificate holder has disbursed the full amount of the monetary  
15 path payment requirement to the Oregon Climate Trust as provided in  
16 OAR 345-024-0710. [rev. Amendments 5, 6]  
17

18 (b) If the Co-owners have provided a bond, letter of credit or escrow  
19 account prior to commencing construction and if calculations pursuant to  
20 Condition V.A.3(6) demonstrate that the Co-owners must increase its  
21 monetary path payments, the Co-owners shall increase the bond, letter of  
22 credit or escrow account sufficiently to meet the adjusted monetary path  
23 payment requirement within the time required by Condition V.A.3(4)(b).  
24 The Co-owners may reduce the amount of the bond, letter of credit or  
25 escrow account commensurate with payments it makes to the Oregon  
26 Climate Trust. [rev. Amendments 5, 6, 8]  
27

28 (c) The calculation of 1998 dollars shall be made using the US Gross  
29 Domestic Product Implicit Price Deflator, as published by the US  
30 Department of Commerce, Bureau of Economic Analysis, or any successor  
31 agency ("the index"). The amount of the bond, letter of credit or escrow  
32 account shall increase annually by the percentage increase in the index and  
33 shall be pro-rated within the year to the date of disbursement to The  
34 Climate Trust. If at any time the index is no longer published, the Council  
35 shall select a comparable calculation of 1998 dollars. The bond, letter of  
36 credit or escrow account shall not be subject to revocation prior to  
37 disbursement of the full monetary path payment requirement, including any  
38 adjusted monetary path payment requirement. The terms of the bond,  
39 letter of credit or escrow account and identity of the issuer shall be subject  
40 to approval by the Council, which approval shall not be unreasonably  
41 withheld. [rev. Amendment 5]  
42

43 (d) If the Co-owners establish an escrow account for the monetary path  
44 payment requirement, the portion of any interest accruing in the escrow  
45 account up to the time of disbursement to the Oregon Climate Trust that is

1 equivalent to the 1998 dollar index adjustment (described in sub-section  
2 (c)) shall be for the benefit of the Oregon Climate Trust and shall be  
3 disbursed to the Oregon Climate Trust for use as specified in OAR 345-  
4 024-0710. Any remaining interest that exceeds the 1998 dollar index  
5 adjustment at the time of disbursement of funds to the Oregon Climate  
6 Trust shall be disbursed the Co-owners on its request. [rev. Amendments 5, 6,  
7 8]

8  
9 (e) The Co-owners shall demonstrate to the Office prior to the start of  
10 commercial operation that they have assumed responsibility for the  
11 project's Memorandum of Understanding with The Climate Trust  
12 [Amendment 8].  
13

14  
15 (2) The Co-owners shall disburse to the Oregon Climate Trust offset funds and  
16 contracting and selection funds as requested by the Oregon Climate Trust  
17 up to the monetary path payment requirement as determined by the  
18 calculations set forth in Condition V.A.3(4) and based on the estimated  
19 heat rate and capacity certified pursuant to Condition V.A.3(5) below (in  
20 1998 dollars) and as adjusted in accordance with the terms of this site  
21 certificate pursuant to Condition V.A.3(4)(b). Disbursements shall be  
22 made in response to requests from the Oregon Climate Trust in accordance  
23 with the requirements of OAR345-024-0710. [rev. Amendments 5, 6, 8]  
24

25 (3) Notwithstanding anything in this amended site certificate to the contrary,  
26 the Co-owners shall have no obligation with regard to offsets, the offset  
27 funds and the selection and contracting funds other than to make available  
28 to the Oregon Climate Trust the total amount required under this site  
29 certificate, nor shall any nonperformance, negligence or misconduct on the  
30 part of the Oregon Climate Trust be a basis for revocation of this site  
31 certificate or any other enforcement action by the Council with respect to  
32 the Co-owners. [rev. Amendment 6, 8]  
33

34 (4) The Co-owners shall submit all monetary path payment requirement  
35 calculations to the Office of Energy for verification. All calculations shall  
36 be made assuming that no steam is supplied for cogeneration. The Co-  
37 owners shall use the contracted design parameters for capacity and heat  
38 rate for phase two that it reports pursuant to Condition V.A.3(5) to  
39 calculate the estimated monetary path payment requirement. The Co-  
40 owners shall use the Year One Capacity and Year One Heat Rate that it  
41 reports for phase two pursuant to Condition V.A.3(6) to calculate whether  
42 it owes additional monetary path payments. [rev. Amendments 5, 6, 8]  
43

44 (a) The net carbon dioxide emissions rate for phase two as a base load gas  
45 plant shall not exceed 0.675 pounds of carbon dioxide per kilowatt hour of

1 net electric power output, with carbon dioxide emissions and net electric  
2 power output measured on a new and clean basis. [rev. Amendment 5]  
3

4 (b) When the Co-owners submit the Year One Test report required in  
5 Condition V.A.3(6), they shall increase their bond, letter of credit or  
6 escrow account for the monetary path payment requirement if the  
7 calculation using reported data shows that the adjusted monetary path  
8 payment requirement exceeds the monetary path payment requirement for  
9 which the Co-owners had provided a bond, letter of credit or escrow  
10 account prior to commencing construction, pursuant to Condition  
11 V.A.3(1). [rev. Amendment 6, 8]  
12

13 (A) The Co-owners shall make the appropriate calculations and  
14 increase their bond, letter of credit or escrow account, if necessary,  
15 within 30 days of filing its Year One Test report with the Council.  
16 [rev. Amendment 6, 8]  
17

18 (B) In no case shall the Co-owners diminish the bond, letter of credit  
19 or escrow account they provided prior to commencing construction  
20 or receive a refund from the qualified organization based on the  
21 calculations made using the Year One Capacity and the Year One  
22 Heat Rate. [rev. Amendment 6, 8]  
23

24 (5) Prior to commencement of construction of phase two, the Co-owners shall  
25 notify the Council in writing of their final selection of a gas turbine vendor  
26 and shall submit written design information to the Council sufficient to  
27 verify phase two's designed new and clean heat rate and its nominal electric  
28 generating capacity at average annual site conditions. The report shall also  
29 include an affidavit or other evidence that the Co-owners or a vendor has  
30 guaranteed the heat rate. [rev. Amendments 5, 6, 8]  
31

32 (6) Within two months of completion of the first year of commercial operation  
33 of phase two, the Co-owners shall provide to the Council a test report  
34 (Year One Test) of the actual heat rate (Year One Heat Rate) and nominal  
35 generating capacity (Year One Capacity) for phase two, without  
36 degradation, assuming no steam is supplied for cogeneration, as determined  
37 by a 100-hour test at full power completed during the first 12 months of  
38 commercial operation, with the results adjusted for the average annual site  
39 condition for temperature, barometric pressure and relative humidity and  
40 use of alternative fuels, and using a rate of 117 pounds of carbon dioxide  
41 per million Btu of natural gas fuel pursuant to OAR 345-001-0010(34),  
42 Feb. 2000. [rev. Amendments 5, 6, 8]  
43

- 1 (7) The combustion turbine for phase two shall be fueled solely with natural  
2 gas or with synthetic gas with a carbon content per million Btu no greater  
3 than natural gas.  
4  
5 (8) If the Co-owners operate phase two as a cogeneration facility, the Co-  
6 owners shall not use steam from phase two to replace steam generated by a  
7 biomass fuel at an off-site industrial facility. [rev. Amendment 6, 8]  
8

9 4. Carbon Dioxide Emissions Standard for Phase Two with Power Augmentation  
10 or Enhancement Technologies: OAR 345-024-0550 through -0720 (Feb. 2000).  
11 [Amendment 5 and 6, inclusive]  
12

13 This condition shall apply to phase two if the Co-owners identify power  
14 enhancement or augmentation technologies that increase the capacity and heat  
15 rate of phase two above the capacity and heat rate that it can achieve as a base  
16 load gas plant on a new and clean basis, as reported pursuant to Condition  
17 V.A.3(5). All provisions of this condition shall be in addition to the  
18 requirements of Condition V.A.3. If the heat rate and capacity of the base load  
19 gas plant that the Co-owners report pursuant to Condition V.A.3(5) include the  
20 design and the base load operation of power augmentation or enhancement  
21 technologies in excess of 6,600 hours annually on average, this condition shall  
22 not apply. The monetary path payment requirements pursuant to Condition  
23 V.A.4 shall be supplemental to the monetary path payment requirements  
24 pursuant to Condition V.A.3. [Amendment 8]  
25

- 26 (1) Prior to commencement of construction of phase two, the Co-owners shall  
27 submit to the State of Oregon through the Council a bond, letter of credit  
28 or fully-funded escrow account (“escrow account”) in the amount of the  
29 monetary path payment requirement (in 2000 dollars) as determined by the  
30 calculations set forth in Condition V.A.4(4) and based on the estimated  
31 heat rate and capacity certified pursuant to Condition V.A.4(5) below and  
32 as adjusted in accordance with the terms of this site certificate pursuant to  
33 Condition V.A.4(4)(b). When required concurrently, the Co-owners shall  
34 combine any letter(s) of credit required by Condition V.A.4 with the  
35 letter(s) of credit required by Condition V.A.3. For the purposes of this  
36 site certificate, the "monetary path payment requirement" means the offset  
37 funds determined pursuant to OAR 345-024-0590 and 0600 and the  
38 selection and contracting funds determined pursuant to OAR 345-024-  
39 0710, as modified by Condition V.A.4(4)(b)(D), that the Co-owners must  
40 disburse to the Oregon Climate Trust, as the qualified organization,  
41 pursuant to OAR 345-024-0710. The offset fund rate for all monetary path  
42 payment requirements under Condition V.A.4 shall be \$0.57 per ton of  
43 carbon dioxide (in 2000 dollars). The calculation of 2000 dollars shall be  
44 made using the index set forth below in sub-section (c).  
45

1 (a) In the event that the Council approves a new site certificate holder of  
2 phase two, the Council shall approve the bond, letter of credit or escrow  
3 account from the new site certificate holder(s) unless the Council finds that  
4 the proposed bond, letter of credit or escrow account does not provide  
5 comparable security to the bond, letter of credit or escrow account of the  
6 current site certificate holder. Such approval of a new bond, letter of credit  
7 or escrow account will not require a site certificate amendment. The bond,  
8 letter of credit or escrow account shall remain in effect until such time as  
9 the Co-owners have disbursed the full amount of the monetary path  
10 payment requirement to the Oregon Climate Trust as provided in OAR  
11 345-024-0710. [Amendment 8]  
12

13 (b) If the Co-owners have provided a bond, letter of credit or escrow  
14 account prior to commencing construction and if calculations pursuant to  
15 Conditions V.A.4(4)(b) and V.A.4(6) demonstrate that the Co-owners  
16 must increase their monetary path payments, the Co-owners shall increase  
17 the bond, letter of credit or escrow account sufficiently to meet the  
18 adjusted monetary path payment requirement within the time required by  
19 Condition V.A.4(4)(b). The Co-owners may reduce the amount of the  
20 bond, letter of credit or escrow account commensurate with payments it  
21 makes to the Oregon Climate Trust. [Amendment 8]  
22

23 (c) The calculation of 2000 dollars shall be made using the US Gross  
24 Domestic Product Implicit Price Deflator, as published by the US  
25 Department of Commerce, Bureau of Economic Analysis, or any successor  
26 agency ("the index"). The amount of the bond, letter of credit or escrow  
27 account shall increase annually by the percentage increase in the index and  
28 shall be pro-rated within the year to the date of disbursement to the Oregon  
29 Climate Trust. If at any time the index is no longer published, the Council  
30 shall select a comparable calculation of 2000 dollars. The bond, letter of  
31 credit or escrow account shall not be subject to revocation prior to  
32 disbursement of the full monetary path payment requirement, including any  
33 adjusted monetary path payment requirement. The terms of the bond,  
34 letter of credit or escrow account and identity of the issuer shall be subject  
35 to approval by the Council, which approval shall not be unreasonably  
36 withheld.  
37

38 (d) If the Co-owners establish an escrow account for the monetary path  
39 payment requirement, the portion of any interest accruing in the escrow  
40 account up to the time of disbursement to the Oregon Climate Trust that is  
41 equivalent to the 2000 dollar index adjustment (described in sub-section  
42 (c)) shall be for the benefit of the Oregon Climate Trust and shall be  
43 disbursed to the Oregon Climate Trust for use as specified in OAR 345-  
44 024-0710. Any remaining interest that exceeds the 2000 dollar index

1 adjustment at the time of disbursement of funds to the Oregon Climate  
2 Trust shall be disbursed to the Co-owners on their request. [Amendment 8]

3  
4 (2) The Co-owners shall disburse to the Oregon Climate Trust offset funds and  
5 contracting and selection funds as requested by the Oregon Climate Trust  
6 up to the monetary path payment requirement as determined by the  
7 calculations set forth in Condition V.A.4(4) and based on the estimated  
8 heat rate, capacity, and limitations on the annual average hours of  
9 operation with power augmentation or enhancement technologies certified  
10 pursuant to Condition V.A.4(5) below (in 2000 dollars) and as adjusted in  
11 accordance with the terms of this site certificate pursuant to Condition  
12 V.A.4(4)(b). Disbursements shall be made in response to requests from the  
13 Oregon Climate Trust in accordance with the requirements of OAR 345-  
14 024-0710. [Amendment 8]

15  
16 (3) Notwithstanding anything in this amended site certificate to the contrary,  
17 the Co-owners shall have no obligation with regard to offsets, the offset  
18 funds and the selection and contracting funds other than to make available  
19 to the Oregon Climate Trust the total amount required under this site  
20 certificate, nor shall any nonperformance, negligence or misconduct on the  
21 part of the Oregon Climate Trust be a basis for revocation of this site  
22 certificate or any other enforcement action by the Council with respect to  
23 the Co-owners. [rev. Amendment 8]

24  
25 (4) The Co-owners shall submit all monetary path payment requirement  
26 calculations to the Oregon Office of Energy for verification. All  
27 calculations shall be made assuming that no steam is supplied for  
28 cogeneration. The Co-owners shall use the contracted design parameters  
29 for capacity and heat rate for phase two that it reports pursuant to  
30 Condition V.A.4(5) to calculate the estimated monetary path payment  
31 requirement. The Co-owners shall use the Year One Capacity and Year  
32 One Heat Rate that it reports for phase two pursuant to Condition  
33 V.A.4(6) to calculate whether it owes additional monetary path payments  
34 following the Year One Test and in subsequent five year periods, pursuant  
35 to sub-sections (b)(C) and (b)(D). [rev. Amendment 8]

36  
37 (a) The net carbon dioxide emissions rate for incremental emissions for  
38 phase two operating with power augmentation or enhancement  
39 technologies shall not exceed 0.70 pounds of carbon dioxide per kilowatt  
40 hour of net electric power output, with carbon dioxide emissions and net  
41 electric power output measured on a new and clean basis, as modified by  
42 Condition V.A.4(5).

43  
44 (b) When the Co-owners submit the Year One Test report required in  
45 Condition V.A.4(6), the Co-owners shall increase their bond, letter of

1 credit or escrow account for the monetary path payment requirement if the  
2 calculation using reported data shows that the adjusted monetary path  
3 payment requirement exceeds the monetary path payment requirement for  
4 which the Co-owners had provided a bond, letter of credit or escrow  
5 account prior to commencing construction, pursuant to Condition  
6 V.A.4(1). [rev. Amendment 8]  
7

8 (A) The Co-owners shall make the appropriate calculations and  
9 increase its bond, letter of credit or escrow account, if necessary,  
10 within 30 days of filing its Year One Test report with the Council.  
11 [Amendment 8]  
12

13 (B) In no case shall the Co-owners diminish the bond, letter of credit  
14 or escrow account it provided prior to commencing construction or  
15 receive a refund from the qualified organization based on the  
16 calculations made using the Year One Capacity and the Year One  
17 Heat Rate or payments required by calculations pursuant to sub-  
18 sections (C) and (D). [rev. Amendment 8]  
19

20 (C) Each five years after commencing commercial operation of the  
21 facility (“five-year reporting period”), the Co-owners shall report to  
22 the Office the annual average hours the facility operated with power  
23 augmentation or enhancement technologies during that five-year  
24 reporting period, pursuant to OAR 345-024-0590(6). [rev. Amendment  
25 8]  
26

27 (D) If the Office of Energy determines that phase two exceeds the  
28 projected incremental net total carbon dioxide emissions  
29 calculated pursuant to Condition V.A.4(4), prorated for five  
30 years, during any five-year reporting period described in sub-  
31 section (C), the Co-owners shall offset excess emissions for the  
32 specific reporting period according to subsection (i) and shall  
33 offset the estimated future excess emissions according to  
34 subsection (ii) pursuant to OAR 345-024-0600(4). The Co-  
35 owners shall offset excess emissions using the monetary path as  
36 described in OAR 345-024-0710, except that contracting and  
37 selecting funds shall equal twenty (20) percent of the value of any  
38 offset funds up to the first \$250,000 (in 2000 dollars) and 4.286  
39 percent of the value of any offset funds in excess of \$250,000 (in  
40 2000 dollars). The Co-owners shall make the funds available to  
41 the Oregon Climate Trust within 60 days of its notification by the  
42 Office of the amount it owes [Amendment 8].  
43

44 (i) In determining the excess carbon dioxide emissions that the  
45 Co-owners must offset for a five-year period, the Office shall  
46 apply OAR 345-024-0600(4)(a). The Co-owners shall pay for

1 the excess emissions at \$0.57 per ton of CO2 emissions (in  
2 2000 dollars). The Office shall notify the Co-owners of the  
3 amount of payment required, using the monetary path, to offset  
4 excess emissions; [rev. Amendment 8]  
5

6 (ii) The Office shall calculate estimated future excess emissions  
7 and notify the Co-owners of the amount of payment required,  
8 using the monetary path, to offset them. To estimate excess  
9 emissions for the remaining period of the deemed 30-year life of  
10 the facility, the Office shall use the parameters specified in OAR  
11 345-024-0600(4)(b). The Co-owners shall pay for the estimated  
12 excess emissions at \$ 0.57 per ton of carbon dioxide emissions  
13 (in 2000 dollars). [rev. Amendment 8]  
14

15 (5) Prior to commencement of construction of phase two, the Co-owners shall  
16 notify the Council in writing of its final selection of a gas turbine vendor  
17 and shall submit written design information to the Council sufficient to  
18 verify phase two's designed new and clean heat rate and its nominal electric  
19 generating capacity at average annual site conditions when operating with  
20 power augmentation or enhancement technologies at full power. The Co-  
21 owners shall also specify the limit of the annual average hours the Co-  
22 owners will operate the power augmentation or enhancement technologies.  
23 Based on such written design and operational information, pursuant to  
24 OAR 345-024-0590(1), the Council may approve, upon a request by the  
25 Co-owners, modified parameters for testing the power augmentation or  
26 enhancement equipment on a new and clean basis in a manner that  
27 accommodates technical limitations of the equipment. The Council's  
28 approval of modified testing parameters for power augmentation or  
29 enhancement equipment shall not require a site certificate amendment. The  
30 report shall also include an affidavit or other evidence that the Co-owners  
31 or vendor has guaranteed the heat rate for operation with power  
32 augmentation or enhancement. [rev. Amendment 8]  
33

34 (6) Within two months of completion of the first year of commercial operation  
35 of phase two, the Co-owners shall provide to the Council a test report  
36 (Year One Test) of the actual heat rate (Year One Heat Rate) and nominal  
37 generating capacity (Year One Capacity) for phase two operating with  
38 power augmentation or enhancement technologies, without degradation,  
39 assuming no steam is supplied for cogeneration, as determined by a test at  
40 full power completed during the first 12 months of commercial operation,  
41 with the results adjusted for the average annual site condition for  
42 temperature, barometric pressure and relative humidity and use of  
43 alternative fuels, and using a rate of 117 pounds of carbon dioxide per  
44 million Btu of natural gas fuel. The full power test shall be 100 hours

1 duration unless the Council has approved a different duration pursuant to  
2 Condition V.A.4(5). [Amendment 8]

3  
4 B. Standards Relating to the Applicant

5  
6 Organizational, Managerial and Technical Expertise Standard: OAR 345-22-010

7  
8 1. PGE and the Co-owners Qualifications and Capabilities:

9  
10 PGE, with respect to phase one, and the Co-owners, with respect to phase two,  
11 shall contractually require the EPC contractor and all independent contractors  
12 and subcontractors involved in the construction and operation of the proposed  
13 facilities to comply with all applicable laws and regulations and with the terms  
14 and conditions of the site certificate. [rev. Amendment 6, 8]

15  
16 2. Third-Party Services and Permits

17  
18 (i) Water supply

19  
20 (1) The facility's water use shall not exceed the flow rates and maximum  
21 quantities specified in the ASC for the proposed CSCP nor shall the  
22 withdrawal rates exceed the limits imposed by the water right permits  
23 for the sources supplying the water. [rev. Amendment 6]

24  
25 (2) PGE, with respect to phase one, and the Co-owners, with respect to  
26 phase two, shall install and operate a continuous, recording flow  
27 meter on the facility's process water intake line and maintain records  
28 of total process water use on a monthly and annual basis. [rev.  
29 Amendment 6, 8]

30  
31 (ii) Process wastewater disposal

32  
33 (1) Within six months of the date the site certificate is executed, PGE  
34 shall demonstrate that the Port of Morrow has received DEQ  
35 approval to dispose of the CSCP's process wastewater, or commit to  
36 install an on-site, zero-discharge water treatment system. [rev.  
37 Amendment 6, 8]

38  
39 (2) If PGE or the Co-owners use the Port of Morrow's industrial  
40 wastewater disposal system, they shall not discharge into the Port's  
41 system at flow rates and quantities or in excess of water quality  
42 limitations or discharge any materials that would violate any  
43 applicable laws and regulations or the conditions of the Port of  
44 Morrow's WPCF permit. [rev. Amendment 6, 8]

45  
46 (iii) Sanitary wastewater disposal

1  
2 PGE, with respect to phase one, and the Co-owners, with respect to phase  
3 two, shall not discharge any materials into the City of Boardman sewage  
4 treatment system that would violate any applicable laws and regulations or  
5 the conditions of the City of Boardman's WPCF permit. [rev. Amendment 6,  
6 8]  
7  
8  
9

10  
11 (3) Construction and Operation Contracts  
12

13 (1)The Co-owners shall retain a fully-qualified engineering, procurement  
14 and construction (EPC) contractor to design and construct phase two. Prior  
15 to construction of phase two, the Co-owners shall identify for the Council  
16 the EPC contractor chosen to design and construct phase two. The Co-  
17 owners shall report to the Council any change in the EPC contractor.  
18 [Amendment 6, 8]  
19

20 (2)The Co-owners shall retain a fully-qualified firm to operate phase two.  
21 Prior to commercial operation of phase two, The Co-owners shall identify  
22 for the Council the firm chosen to operate phase two. The Co-owners shall  
23 report to the Council any change in the firm that operates phase two.  
24 [Amendment 6, 8]  
25

26 C. Standards Relating to the Site and Structure  
27

28 1. Structural Standard: OAR 345-22-020  
29

30 a. Seismic hazards  
31

32 (1) PGE, with respect to phase one, and the Co-owners, with respect to  
33 phase two, shall design and construct phase one and phase two in  
34 accordance with and in compliance with the laws and regulations  
35 administered by BCA. [rev. Amendment 6, 8]  
36

37 (2) Before submitting building permit applications to BCA, PGE, with  
38 respect to phase one, and the Co-owners, with respect to phase two,  
39 shall re-evaluate peak ground acceleration for the site based on  
40 applying an amplification factor determined from its site-specific  
41 studies. The permit applicant shall report the results of its  
42 reevaluation to OOE, DOGAMI and BCA. The permit applicant  
43 shall design and construct the facility to address any estimate of peak  
44 ground acceleration exceeding that covered by seismic zone 2B. [rev.  
45 Amendment 6, 8]  
46

1                   b.    Adverse soil impacts

2  
3                   During construction, PGE, with respect to phase one, and the Co-owners,  
4                   with respect to phase two, and their subcontractors shall make reasonable  
5                   efforts to keep soil disturbances to a minimum. [rev. Amendment 6, 8]

6  
7                   2.    Land Use Standard

8  
9                   PGE and the Co-owners shall comply with the conditions in the variance for the  
10                  CSCP transmission line granted to applicant by Morrow County on October 25,  
11                  1993. [rev. Amendment 6, 8]

12  
13                D.   Standards Relating to the Impacts of Construction, Operation and Retirement

14  
15                1.   Fish and Wildlife Standard: OAR 345-22-060

16  
17                (1)  PGE, with respect to phase one, and the Co-owners, with respect to phase  
18                two, shall implement the vegetation, fish and wildlife mitigation measures  
19                as contained in the ASC (Exhibits N, P and R), and the following  
20                mitigation conditions of ODFW: [rev. Amendment 6, 8]

21  
22                a.  PGE shall design and construct the electrical transmission towers and  
23                lines in a manner appropriate for the protection of raptors. [rev. Amendment  
24                6]

25  
26                b.  PGE, with respect to phase one, and the Co-owners, with respect to  
27                phase two, shall reseed areas of disturbed soil using the seed composition  
28                and planting procedure described in the ASC, Exhibit N. PGE, with respect  
29                to phase one, and the Co-owners, with respect to phase two, shall reseed  
30                areas where Russian olive trees or tall vegetation is removed using a mix of  
31                woody shrubs and perennial grasses to be jointly determined by ODFW and  
32                PGE or CS2. [rev. Amendment 6, 8]

33  
34                c.  PGE shall plant trees between the west side of Messner Pond and the  
35                facility site, as described in the ASC, to enhance wildlife habitat around  
36                Messner Pond and to provide a visual and auditory buffer between the  
37                facility site and Messner Pond. PGE and the Co-owners shall maintain trees  
38                in healthy condition and replace trees that die or become unhealthy. [rev.  
39                Amendment 6, 8]

40  
41                d.  The following activities shall be prohibited within 100 feet of the  
42                wetland associated with Messner Pond: storage of hazardous materials,  
43                chemicals, fuels and lubricating oils; refueling of construction equipment;  
44                and performing concrete coating activities.

1 e. PGE, with respect to phase one, and the Co-owners, with respect to  
2 phase two, shall insure that notification is provided to the ODFW  
3 representative in charge of the Heppner District Office at least one week  
4 prior to the start of construction for the power plant and transmission lines.  
5 [rev. Amendment 6, 8]

6  
7 f. PGE, with respect to phase one, and the Co-owners, with respect to  
8 phase two, shall leave a 50 foot buffer between the edge of construction  
9 and the high water line of the wetland area associated with Messner Pond.  
10 [rev. Amendment 6, 8]

11  
12 g. PGE shall erect a temporary fence and signs to protect the bank swallow  
13 nesting colony from disturbance during construction. [rev. Amendment 6]

14  
15 (2) PGE, with respect to phase one, and the Co-owners, with respect to phase  
16 two, shall, as part of the post-construction completion compliance status  
17 certification report required by Mandatory Condition No. 3, provide  
18 documentation of the following: a) cooling tower drift rate, including  
19 manufacturer specifications and guaranty, and actual field testing of the  
20 CSCP cooling tower drift rate; and b) water analysis of the cooling tower  
21 circulation water representative of identified actual source water and cycles  
22 of concentration. [rev. Amendment 6, 8]

23  
24 (3) PGE, with respect to phase one, and the Co-owners, with respect to phase  
25 two, shall install, operate and maintain a continuous monitoring system to  
26 measure and record the total dissolved solids (TDS) concentration of the  
27 cooling tower/condenser circulating water. [rev. Amendment 6, 8]

28  
29 (4) The cooling tower drift factor for phase one and phase two shall not  
30 exceed 0.002 percent of the circulation rate. PGE, with respect to phase  
31 one, and the Co-owners, with respect to phase two, shall not allow the  
32 total dissolved solids concentration in the cooling tower/condenser system  
33 to exceed 2,084 parts per million. [rev. Amendment 6, 8]

34  
35 (5) PGE and the Co-owners shall fully comply with the terms and conditions of  
36 the December 10, 1993 Ecological Monitoring Program, as revised on  
37 January 5, 1994, and shall take such actions as deemed appropriate by  
38 OOE, in consultation with ODFW, to fully mitigate adverse impacts to the  
39 Messner Pond area, including but not limited to reducing the cycles of  
40 concentration in the cooling tower system. [rev. Amendment 6, 8]

41  
42 2. Scenic and Aesthetic Standard: OAR 345-22-080

43  
44 PGE, with respect to phase one, and the Co-owners, with respect to phase two,  
45 shall implement and fulfill the mitigation proposals as contained in the ASC,  
46 including site perimeter landscaping with appropriate vegetation; painting

1 building structures and the exhaust stacks in neutral shades; minimizing exterior  
2 lighting and directing lights into the facility site; and establishing landscape  
3 screening along the perimeter of the proposed power plant site. [rev. Amendment  
4 6, 8]  
5

6 3. Historic, Cultural, and Archaeological Standard: OAR 345-22-090  
7

8 (1) If the area in which artifacts were found is to be disturbed by construction  
9 or operation, PGE and/or the Co-owners shall obtain the recommendation  
10 of SHPO as to any clearance requirements for the affected area and shall  
11 comply with all applicable regulations and laws relating to historic, cultural,  
12 and archaeological resources. [rev. Amendment 6, 8]  
13

14 (2) If historic, cultural or archaeological resources are found during project  
15 construction or construction-related activities, PGE, with respect to phase  
16 one, and the Co-owners, with respect to phase two, shall stop all work in  
17 the vicinity of the find and consult with the SHPO. The applicant shall not  
18 restart work in the area of the find until SHPO has concurred that the  
19 applicant has identified actions to minimize or avoid further impact. [rev.  
20 Amendment 6, 8]  
21

22 (3) PGE and the Co-owners shall comply with all applicable state laws  
23 regarding Indian graves, removal of historic materials and archaeological  
24 objects and sites. [rev. Amendment 6, 8]  
25

26 4. Socio-Economic Impact Standard: OAR 345-22-110  
27

28 a. Solid waste  
29

30 PGE and the Co-owners shall, at a minimum, test their sludge waste and  
31 maintain records as required by DEQ and the landfill operator pursuant to  
32 applicable permits and licenses, including testing under the Toxicity  
33 Characteristic Leaching Procedure (TCLP), or equivalent per 40 CFR part  
34 262.11, Hazardous Waste Determination. [rev. Amendment 6, 8]  
35

36 b. Emergency services  
37

38 PGE and the Co-owners shall reimburse the Boardman Fire Department for  
39 reasonable costs for new training and equipment which is specifically  
40 needed, as determined by the State Fire Marshall, to respond to an  
41 emergency at the CSCP. [rev. Amendment 6, 8]  
42

43 c. Roadways  
44

45 PGE and the Co-owners shall mitigate all fogging and icing impacts caused  
46 by CSCP to off-site roadways that create hazardous traffic conditions.

1 Mitigation measures, if needed, shall be undertaken and implemented in  
2 consultation with the Port of Morrow and other responsible local agencies,  
3 and may include, but are not limited to: hazard warning signs, lighting and  
4 sanding. [rev. Amendment 6, 8]  
5

6 5. Waste Minimization Standard: OAR 345-22-120  
7

8 a. Solid wastes  
9

10 PGE, with respect to phase one, and the Co-owners, with respect to phase  
11 two, shall minimize and recycle solid wastes generated during construction  
12 and operation whenever practical, including: [rev. Amendment 6, 8]  
13

14 a) packing materials, wood, piping and steel scrap during construction;  
15

16 b) spent ion exchange resins used for demineralizing water during plant  
17 operation;  
18

19 c) waste from the facility's office, including paper products, aluminum cans,  
20 glass and plastics.  
21

22 b. Industrial wastewater  
23

24 If commencement of construction of either phase of the proposed CSCP is  
25 delayed beyond two years from the date the site certificate is executed,  
26 PGE, with respect to phase one, and the Co-owners, with respect to phase  
27 two, shall submit, prior to commencement of construction of that phase, a  
28 revised cooling system evaluation that addresses the then available  
29 technologies, their costs, savings and benefits. [rev. Amendment 6, 8]  
30

31 6. Retirement and Financial Assurance Standard: OAR 345-022-0050 (April 2002)  
32

33 The Office of Energy's April 2002 rulemaking collapsed the Council's  
34 then-separate Retirement and Financial Assurance standards into one standard  
35 and instituted language changes to the standard. However, PGE is not an  
36 applicant or transferee for the request addressed by this Final Order, and the  
37 April 2002 rule changes do not apply to PGE or phase one under this Final  
38 Order. As the applicants and the transferees for the request addressed by this  
39 Final Order, the Co-owners must comply with the updated Retirement and  
40 Financial Assurance standard. The retirement portion of the standard is  
41 addressed here for the Co-owners. Section IV (16) of the site certificate contains  
42 a revised existing condition that fulfills the requirement of the financial assurance  
43 portion of the standard. [rev. Amendment 8]  
44

45 (a) Upon retirement of the facility, PGE, with respect to phase one shall restore  
46 its respective portion of the CSCP site to a useful condition. [rev. Amendment  
6, 8]

1 (b) Upon retirement of the facility, the Co-owners, with respect to phase two,  
2 shall restore their portion of the CSCP site to a useful non-hazardous  
3 condition following permanent cessation of construction or operation of the  
4 facility. [rev. Amendment 8]  
5

6 E. Noise  
7

8 (1) PGE, with respect to phase one, and the Co-owners, with respect to phase two,  
9 shall comply with the noise standards and limits contained in OAR 340-35-035  
10 (1)(b)(B). [rev. Amendment 6, 8]  
11

12 (2) PGE, with respect to phase one, and the Co-owners, with respect to phase two,  
13 shall, by facility design and the installation of silencers and/or other devices, limit  
14 noise emissions from the facility's pressure-relief safety valves such that sound  
15 levels attributable to their use do not exceed the limits contained in OAR 340-  
16 35-035 (1)(b)(B). [rev. Amendment 6, 8]  
17

18 (3) PGE, with respect to phase one, and the Co-owners, with respect to phase two,  
19 shall retain a registered acoustical consultant to conduct noise monitoring to  
20 determine compliance with conditions (1) and (2) above and provide a report of  
21 that monitoring to OOE within 120 days after beginning commercial operation of  
22 the proposed facility. [rev. Amendment 6, 8]  
23

24 F. Public health and safety  
25

26 To the extent possible, consistent with BPA's specifications, PGE shall design and  
27 construct the transmission line in accordance with the requirements of OAR 345-24-  
28 090: [rev. Amendment 6]  
29

30 (a) The transmission line shall be designed so that alternating current electrical  
31 fields shall not exceed 9 kv per meter above the ground surface in areas  
32 accessible to the public;  
33

34 (b) The transmission line shall be designed so that induced currents  
35 resulting from the transmission line and related facilities will be as low  
36 as reasonably achievable. PGE and the Co-owners agree to a program  
37 which shall provide reasonable assurance that all fences, gates, cattle  
38 guards, trailers, or other objects or structures of a permanent nature  
39 that could become inadvertently charged with electricity shall be  
40 grounded through the life of the line; and [rev. Amendment 6, 8]  
41

42 (c) The transmission line shall be designed and constructed, and  
43 operated in a manner consistent with the 1993 edition of National  
44 Electrical Safety Code (American National Standards Institute,  
45 Section C2, 1993 edition).

1  
2 VI. MONITORING CONDITIONS  
3

4 OAR Chapter 345, Division 26 contains monitoring and reporting requirements for thermal power  
5 plants with site certificates. The following monitoring and reporting requirements are intended to  
6 achieve the purpose, expressed in OAR 345-26-005, "...to assure that the construction and  
7 operation of thermal power plants is accomplished in a manner consistent with the protection of  
8 the public health, safety and welfare, and the protection of the environment."  
9

10 As provided in OAR 345-26-015(3), in the event that any of the specific monitoring or reporting  
11 conditions contained in the site certificate conflict or are inconsistent with the rules and  
12 requirements of OAR Chapter 345, Division 26, the site certificate conditions shall be deemed to  
13 control.  
14

15 (1) PGE, with respect to phase one, and the Co-owners, with respect to phase two, shall  
16 submit to EFSC a report at least quarterly from the start of construction to commercial  
17 operation of phase two. The report shall include, but is not limited to: [rev. Amendment 6, 8]  
18

19 (a) an assessment of the construction schedule for each phase, including any changes  
20 to major milestones that affect the critical path for construction; [rev. Amendment 6]  
21

22 (b) an assessment of the then known costs and costs projections for the CSCP in  
23 relation to the applicant's then current least cost plan;  
24

25 (c) an assessment of the construction staffing, including status of staffing and any  
26 staffing problems that may affect construction schedule;  
27

28 (d) any significant work stoppage;  
29

30 (e) any noncompliance with the conditions of the site certificate, including the  
31 background of the causes of the noncompliance, the mitigation or correction of the  
32 noncompliance and the impact of the noncompliance on the project schedule or  
33 financing;  
34

35 (f) any noncompliance with the conditions of permits issued by any other federal, state  
36 or local authority, including the background of the causes of the noncompliance, the  
37 mitigation or correction of the noncompliance, and the impact of the noncompliance  
38 on the project schedule or financing;  
39

40 (g) any noncompliance with the conditions of permits issued to third parties that are  
41 known to PGE or the Co-owners and that are significant and relevant to the  
42 construction or operation of the facility, such as Water Rights Permits or Water  
43 Pollution Control Facility Permits, including the background of the causes of the  
44 noncompliance, the mitigation or correction of the noncompliance, and the impact of  
45 the violation on the project schedule or financing; [rev. Amendment 6, 8]

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(h) copies of all correspondence and reports related to facility construction submitted to a federal, state, or local authority, except material withheld from public disclosure under federal or state law. Abstracts of reports may be submitted in place of full reports. However, full copies of abstracted reports must be provided at the request of OOE or EFSC;

(i) any other information that EFSC requests that is considered necessary to monitor and evaluate compliance by PGE or the Co-owners with the terms and conditions of the site certificate. [rev. Amendment 6, 8]

(2) PGE, with respect to phase one, and the Co-owners, with respect to phase two, shall submit to the EFSC an annual report from the start of commercial operation of the first unit through retirement of the last operating unit. The annual report shall include, but is not limited to: [rev. Amendment 6, 8]

(a) results of performance tests, including project efficiency testing, summaries of fuel use, average volume and mass of steam supplied to any cogeneration host and the estimated fuel used to generate any host steam load;

(b) in the first report submitted after commencement of commercial operation, unit heat rate in Btu per kilowatt hour produced, corrected to ISO conditions and accounting for steam delivered to any steam host, and also facility capacity corrected to 52.8° F, 55% relative humidity, standard air pressure adjusted for elevation, no steam to process, natural gas fuel, and normal steam turbine exhaust pressure, net of plant auxiliary loads;

(c) the power production by the facility by unit, by month, including peak capacity, average capacity, gross and net kilowatt hour production, availability, reasons and durations of planned and unplanned outages, plans to improve capacity and availability and to correct recurring problems;

(d) an assessment of the operations staffing, including status of staffing and any staffing problems that may affect facility operation;

(e) any noncompliance with the conditions of the site certificate, including the background of the causes of the noncompliance, the mitigation or correction of the noncompliance and the impact of the noncompliance on the project operation or financing;

(f) any noncompliance with the conditions of permits issued by any other federal, state or local authority, including the background of the causes of the noncompliance, the mitigation or correction of the noncompliance, and the impact of the noncompliance on the project operation or financing;

1 (g) any noncompliance with the conditions of permits issued to third parties that are  
2 known to the applicant and that are significant and relevant for the operation of the  
3 facility, such as Water Right Permits or Water Pollution Control Facility Permits,  
4 including the background of the causes of the noncompliance the mitigation or  
5 correction of the noncompliance, and the impact of the noncompliance on the project  
6 operation or financing;

7  
8 (h) copies of all correspondence related to facility operation which was submitted to a  
9 federal, state, or local authority, except material withheld from public disclosure under  
10 federal or state law. Abstracts of reports may be submitted in place of full reports.  
11 However, full copies of abstracted reports must be provided at the request of OOE or  
12 EFSC;

13  
14 (i) an assessment of the project's cost of operation in relation to the applicant's then-  
15 current least cost plan;

16  
17 (j) any other information that EFSC requests that is considered necessary to monitor  
18 and evaluate the applicant's compliance with the terms and conditions of the site  
19 certificate.

20  
21 (3) Information To Be Reported Promptly

22  
23 (a) PGE, with respect to phase one, and the Co-owners, with respect to phase two,  
24 shall report to OOE within 72 hours of receiving knowledge of noncompliance with  
25 the conditions of the site certificate arising from the acts or omissions of PGE, the Co-  
26 owners, their contractors, subcontractors or agents; [rev. Amendment 6, 8]

27  
28 (b) PGE, with respect to phase one, and the Co-owners, with respect to phase two,  
29 shall report to OOE within 24 hours of receiving knowledge of any condition arising  
30 from the construction and operation of the facility that endangers public health and  
31 safety. [rev. Amendment 6, 8]

32  
33 VII. AMENDMENT OF SITE CERTIFICATION AGREEMENT

34  
35 PGE, the Co-owners and EFSC recognize that, because of the length of time that may pass  
36 between the date on which this Agreement is executed and the date on which construction will  
37 commence, and that will pass between the time construction is commenced and the energy facility  
38 is retired, it may be necessary to amend this Agreement. [rev. Amendment 8]

39  
40 Amendments shall be made in accordance with OAR Chapter 345, Division 27 or EFSC rules  
41 applicable and in effect at the time the amendment is sought.<sup>4</sup>

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<sup>4</sup>The Order Approving Amendment No. 1, on page 12, included the following:

“Notwithstanding the latter statement in Section VII, OAR 345-27-011 states that the Council's current rules in Division 27 do not apply to facilities for which a site certificate was executed before November 30, 1994, unless the site certificate is amended to include the applicability of the rules in this division. This

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VIII. SUCCESSORS AND ASSIGNS

No site certificate, or any portion thereof, may be transferred, assigned, or disposed of in any other manner, directly or indirectly, except in compliance with OAR 345-27-100 or EFSC rules applicable and in effect at the time such action is proposed.

IX. SEVERABILITY AND CONSTRUCTION

If any provision of this agreement and site certificate is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and conditions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the agreement and site certificate did not contain the particular provision held to be invalid.

In the event of a conflict between the warranties and conditions contained in this site certificate and EFSC's final order, the warranties and conditions contained in this site certificate shall control.

X. GOVERNING LAW AND FORUM

- A. This agreement shall be governed by the laws of the State of Oregon.
- B. Any litigation or arbitration arising out of this agreement shall be conducted in an appropriate forum in Oregon.

XI. CONDITIONS ISSUED PURSUANT TO APPLICANT REPRESENTATIONS

References to page numbers and exhibits are to the Application for Site Certificate for the CSCP. [Amendment 1, inclusive]

- 1. PGE, with respect to phase one, and the Co-owners, with respect to phase two, shall notify the Council of any modifications to the ownership of the controlling interest of their respective corporations. [rev.Amendment 6, 8]

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amendment would apply the current rules at OAR 345-27-050 through OAR 345-27-080, and OAR 345-27-095 to this site certificate.

“PGE's request is consistent with the terms of the site certificate. It would be consistent with the other recommended amendments for the Council to amend the site certificate to incorporate specifically the applicability of OAR 345-27-050 through OAR 345-27-080 and OAR 345-27-095 to clarify that the Council will process subsequent requests for amendments or petitions by PGE under the Council's most current procedural rules.

“OE concludes that the application of these current rules would not create a threat to public health and safety or to the environment. OE supports this amendment. The Council agrees and finds that this amendment is appropriate.”

- 1 2. PGE shall notify the Council of any change of the identity of the operator of the  
2 facility.
- 3
- 4 3. NOx emissions shall be controlled to 25 ppm on natural gas. (p. B-3)
- 5
- 6 4. Each heat recovery steam generator shall be provided with an ammonia injection  
7 system and selective catalytic reduction system to further reduce the NOx emissions at the  
8 stack outlet. (p. B-4)
- 9
- 10 5. All chemicals listed in section 4.7 of Exhibit B shall be stored in approved storage  
11 containers consistent with industry standards for the particular chemical. All chemical  
12 storage systems shall have provisions for secondary containment to prevent uncontrolled  
13 spills to the environment. (p. B-8)
- 14
- 15 6. PGE, with respect to phase one, and the Co-owners, with respect to phase two, shall  
16 implement fire protection and life safety design features as described at Section 4.10 of  
17 Exhibit B. (pp. B-9 and B-10) [rev. Amendment 6, 8]
- 18
- 19 7. The low NOx burners on the auxiliary boiler shall control emissions to a maximum of  
20 40 ppm at the stack outlet. (p. B-12)
- 21
- 22 8. All equipment drain wastewater shall be processed in an oil/water separator designed  
23 to remove oil contamination down to 10 ppm in the discharge water. Storm water collected  
24 within the fuel tank area shall be ... processed through the facility oil/water separator down  
25 to 10 ppm oil in the discharge water. (pp. B-11)
- 26
- 27 9. Code classifications and requirements described in Section 5.2 of Exhibit B shall apply  
28 to the energy facility and to any modifications. (p. B-14)
- 29
- 30 10. Aircraft warning lights shall be installed on the heat recovery boiler stacks if required  
31 by the FAA. (pp. B-22)
- 32
- 33 11. Equipment layout shall allow access for fire fighting or responses to any spills when  
34 required. (p. B-29)
- 35
- 36 12. The facility shall be designed, constructed, tested and operated in accordance with the  
37 codes and standards normally used for this type of facility. Where State of Oregon codes or  
38 local codes specify added or more stringent requirements, these requirements shall be  
39 incorporated into the facility design and construction. Codes listed in Exhibit B, Section 8.0  
40 shall apply. (pp. B-30)
- 41
- 42 13. All of the equipment listed on Table B-2 may be constructed. PGE may construct the  
43 fuel oil-related equipment shown on Figure B-M10. However, PGE shall not use fuel oil for  
44 electric generation or steam production without prior Council approval.
- 45

1 14. Acid and caustic shall each be stored in individual carbon steel storage tanks. The  
2 tanks shall be located above ground within a concrete containment bermed area. The  
3 bermed area shall contain sump pumps allowing any leakage to be transferred to the  
4 neutralization system. These tanks shall be located outdoors with appropriate weather  
5 protection. Handling of these materials shall be in accordance with approved industry  
6 standard practice as well as federal, state and local regulations. (p. F-4)  
7

8 15. The ammonia storage system shall be designed to the requirements outlined in  
9 American National Standard Institute (ANSI) K61.1, Safety Requirements for the Storage  
10 and Handling of Anhydrous Ammonia. (p F-4)  
11

12 16. The hydrogen storage and transfer system shall comply with the guidelines established  
13 in section VIII of the American Society of Mechanical Engineers (ASME) Boiler and  
14 Pressure Vessel Code and in ANSI B31.1 of the American National Standard Code for  
15 Pressure Piping. Other codes that shall be followed include the National Electrical Code  
16 (NEC) Article 500, NFPA 496, ANSI/AWS D1.1 The area immediately around the  
17 hydrogen generators and storage system area shall be an NFPA/NEC Class I, Division II,  
18 Group B Hazardous Area. (p. F-4)  
19

20 17. For miscellaneous materials described in section 2.7 (p. F-6), appropriate safety  
21 measures shall be taken around the storage sites. Handling and storage of these items shall  
22 be strictly in accordance with approved procedures to provide safe storage of the  
23 substances. (p. F-5)  
24

25 18. To ensure proper safe handling of the natural gas, the entire system shall be installed  
26 and operated in accordance with the NFPA 54; Natural Fuel Gas Code, Part 2; Gas Piping  
27 System Design, Materials and Components, Part 3; Gas Pipe installation, Part 4; and  
28 Inspection, Testing and Purging. The piping shall be designed in accordance with ANSI  
29 B31.8. (p. F-6)  
30

31 19. Fuel control systems on the gas turbines shall include separate fuel shutoff valves to  
32 stop all fuel flow to the unit under shutdown conditions. Fuel flow shall restart when all  
33 permissive firing condition have been satisfied. Each fuel shutoff valve shall have a  
34 mechanical device for local manual tripping and a means for remote tripping. A vent valve  
35 shall be provided on the fuel gas system to vent automatically the piping downstream of the  
36 shutoff valve when the fuel shutoff valve closes. Gas shutoff valves shall be installed at the  
37 utility pipeline connection point as well as at the facility. The area immediately around the  
38 gas system shall be a NFPA/NEC Class I, Division II, Group D Hazardous Area.  
39 Operations in the area shall be in accordance with this classification and accepted industrial  
40 standards of practice and procedures. (p. F-7)  
41

42 20. Management of non-fuel substances shall be conducted as described in section 3.2 of  
43 the ASC. (pp. F-6 and F-7)  
44

1 21. PGE, with respect to phase one, and the Co-owners, with respect to phase two, shall  
2 handle and dispose of construction waste as described in Section 4.1 of the ASC. (pp. F-7  
3 and F-8). [rev. Amendment 6, 8]  
4

5 22. Hazardous waste shall be stored no more than 90 days and transported to a licensed  
6 treatment storage disposal facility. (p. F-9)  
7

8 23. Waste oil shall be collected in a single underground storage tank and trucked offsite to  
9 an approved recycling and disposal facility. The underground tank shall be of fiberglass  
10 double wall construction to provide corrosion protection and secondary containment.  
11 Leakage monitoring shall also be provided. (p. F-10)  
12

13 24. PGE, with respect to phase one, and the Co-owners, with respect to phase two, shall  
14 set back heavy plant facilities a minimum of 60 feet from the edge of the irrigation pond to  
15 the east of the facility site. (p G-6) [rev. Amendment 6, 8]  
16

17 25. PGE, with respect to phase one, and the Co-owners, with respect to phase two, shall  
18 plant fill slopes with vegetation to prevent surface erosion. (p. G-7) [rev. Amendment 6, 8]  
19

20 26. PGE, with respect to phase one, and the Co-owners, with respect to phase two, shall  
21 implement mitigation measures as described in section 4.0 of the ASC. (p. G-8) [rev.  
22 Amendment 6, 8]  
23

24 27. PGE, with respect to phase one, and the Co-owners, with respect to phase two, shall  
25 implement mitigation measures to vegetation impacts described in section 6.0 of the ASC.  
26 (p. N-4) [rev. Amendment 6, 8]  
27

28 28. PGE, with respect to phase one, and the Co-owners, with respect to phase two, shall  
29 implement mitigation measures described in section 5.0 of the ASC. (p. P-4) [rev.  
30 Amendment 6, 8]  
31

32 29. PGE, with respect to phase one, and the Co-owners, with respect to phase two, shall  
33 implement mitigation measures described in section 5.0. (p. R-10) [rev. Amendment 6, 8]  
34

35 30. PGE, with respect to phase one, and the Co-owners, with respect to phase two, shall  
36 implement mitigation measures described in Exhibit W, unless those are superseded by more  
37 detailed measures described in the Council's final order of September 16, 1994 or in the site  
38 certificate. [rev. Amendment 6, 8]  
39

40 XII. CONDITIONS ISSUED PURSUANT TO USING ALTERNATE FUEL IN A NATURAL  
41 GAS-FIRED FACILITY [Amendment 2, inclusive]  
42

43 1. The CSCP shall not exceed permitted emission levels, total emissions or the allowable  
44 amount of distillate fuel use stated in its Air Contaminant Discharge Permit (amended for  
45 distillate fuel burning). The CSCP's use of distillate fuel in its phase one combustion turbine

1 in any year shall not exceed an amount of 10 percent of the expected total fuel use, on a Btu  
2 higher heating value basis. [rev. Amendment 3]

3  
4 2. PGE shall not use #2 low sulfur distillate fuel oil in its phase one turbine at CSCP prior  
5 to receiving an amended Air Contaminant Discharge Permit from the Department of  
6 Environmental Quality authorizing it to burn distillate fuel. [rev. Amendment 3]

7  
8 3. PGE shall prepare a Spill Prevention Control and Countermeasures Plan meeting  
9 federal standards and fully implement it within one year of storing distillate fuel at CSCP.

10  
11 4. PGE shall prepare a response plan meeting the requirements of a Federal Response  
12 Plan for CSCP suitable for submission to the U.S. Environmental Protection Agency  
13 Regional Administrator prior to beginning filling the second distillate oil storage tank.

14  
15 IN WITNESS WHEREOF, this Site Certificate has been executed by the State of Oregon, acting  
16 by and through its Energy Facility Siting Council, Portland General Electric Company, Avista  
17 Corporation and Mirant Oregon, LLC. [rev. Amendment 6; rev. Amendment 7, 8]

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Dr. Roslyn Elms-Sutherland  
Chair, Energy Facility Siting Council

Date: \_\_\_\_\_

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On behalf of Mirant Oregon, LLC

Date: \_\_\_\_\_

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On behalf of Portland General Electric  
Company

Date: \_\_\_\_\_

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On behalf of Avista Corporation

Date: \_\_\_\_\_