

FIFTH AMENDED
SITE CERTIFICATE
FOR THE
PORT WESTWARD GENERATING PROJECT

ISSUED BY

OREGON ENERGY FACILITY SITING COUNCIL
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FIFTH AMENDED
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FOR THE
PORT WESTWARD GENERATING PROJECT

A. INTRODUCTION

This site certificate for the Port Westward Generating Project (“PWGP or Project”) is issued and executed in the manner provided by ORS Chapter 469, by and between the State of Oregon (“State”), acting by and through its Energy Facility Siting Council (“Council”), and the Portland General Electric Company (“PGE” or “Certificate Holder”).

The findings of fact, reasoning and conclusions of law underlying the terms and conditions of this site certificate are set forth in the following documents, which by this reference are incorporated herein: (a) the Council's Final Order in the Matter of the Application for a Site Certificate for the Port Westward Generating Project, which the Council granted on November 8, 2002; (b) the Council’s Final Order in the Matter of the Site Certificate for the Port Westward Generating Project Request for Amendment No. One, which the Council granted on December 5, 2003; (c) the Council’s Final Order in the Matter of the Site Certificate for the Port Westward Generating Project Request for Amendment No. Two, which the Council granted on September 24, 2004; (d) the Council’s Final Order in the Matter of the Site Certificate for the Port Westward Generating Project Request for Amendment No. Three, which the Council granted on January 28, 2005; and (e) the Council’s Final Order in the Matter of the Fourth Request to Amend the Site Certificate for the Port Westward Generating Project, which the Council granted on May 19, 2006; and (f) the Council’s Final Order in the Matter of the Fifth Request to Amend the Site Certificate for the Port Westward Generating Project, which the Council granted on September 29, 2006. [Amendments No. 1, 2, 3, 4 & 5]. Collectively, we refer to the Final Orders listed in (a) through (e) as “the Orders”.

In interpreting this site certificate, any ambiguity shall be clarified by reference to, and in the following priority: this Site Certificate, the record of the proceedings which led to the Orders, and the Application for a Site Certificate for the Port Westward Generating Project. As used in this Site Certificate, the “application for site certificate” or the “ASC” includes: (a) the Application for a Site Certificate for the Port Westward Generating Project, which the Office of Energy (“Office”) filed on April 11, 2002; (b) the Certificate Holder’s Request for First Amendment to the Site Certificate for the Port Westward Generating Project, which the Council received on October 25, 2003; (c) the Certificate Holder’s Request for Second Amendment to the Site Certificate for the Port Westward Generating Project, which the Council received on May 7, 2004; (d) the Certificate Holder’s Request for Third Amendment to the Site Certificate for the Port Westward Generating Project, which the Council received on November 3, 2004, (e) the Certificate Holder’s Request for Fourth Amendment to the Site Certificate for the Port Westward Generating Project, which the Council received on January 18, 2006, and (f) the Certificate

1 Holder's Request for Fifth Amendment to the Site Certificate for the Port Westward Generating
2 Project, which the Council received on July 18, 2006, 2006. [Amendments No. 1, 2, 3, 4 & 5].
3

4 The terms used in this Site Certificate shall have the same meaning set forth in ORS 469.300 and
5 Oregon Administrative Rules (OAR) 345-001-0010, except where otherwise stated or where the
6 context clearly indicates otherwise.
7

8 **B. SITE CERTIFICATION**

- 9 1. To the extent authorized by State law and subject to the conditions set forth herein, the
10 State approves and authorizes the Certificate Holder to construct, operate and retire a
11 natural gas-fired, combined cycle combustion turbine energy facility, together with
12 certain related or supporting facilities, at the site as described in Section C of this Site
13 Certificate, near Clatskanie, Oregon. ORS 469.401(1).
14
- 15 2. This site certificate shall be effective (1) until it is terminated pursuant to OAR
16 345-027-0110 or the rules in effect on the date that termination is sought, or (2) until the
17 Site Certificate is revoked pursuant to ORS 469.440 and OAR 345-029-0100 or the
18 statutes and rules in effect on the date that revocation is ordered. ORS 469.401(1).
19
- 20 3. This Site Certificate does not address, and is not binding with respect to, matters that
21 were not addressed in the Council's Final Order. These matters include, but are not
22 limited to: building code compliance, wage, hour and other labor regulations, local
23 government fees and charges, and other design or operational issues that do not relate to
24 siting the Project; and permits issued under statutes and rules for which the decision on
25 compliance has been delegated by the Federal government to a state agency other than
26 the Council. ORS 469.401(4) and 469.503(3).
27
- 28 4. Both the State and the Certificate Holder shall abide by local ordinances and state law
29 and the rules of the Council in effect on the date this Site Certificate is executed. In
30 addition, upon a clear showing of a significant threat to the public health, safety or the
31 environment that requires application of later-adopted laws or rules, the Council may
32 require compliance with such later-adopted laws or rules. ORS 469.401(2).
33
- 34 5. For a permit, license or other approval addressed in and governed by this Site Certificate,
35 the Certificate Holder shall comply with applicable state and federal laws adopted in the
36 future to the extent that such compliance is required under the respective state agency
37 statutes and rules. ORS 469.401(2).
38
- 39 6. Subject to the conditions herein, this Site Certificate binds the State and all counties,
40 cities and political subdivisions in this state as to the approval of the site and the
41 construction, operation and retirement of the Project as to matters that are addressed in
42 and governed by this Site Certificate. ORS 469.401(3).
43
- 44 7. Each affected state agency, county, city and political subdivision in Oregon with
45 authority to issue a permit, license or other approval addressed in or governed by this Site

1 Certificate shall, upon submission of the proper application and payment of the proper
2 fees, but without hearings or other proceedings, issue such permit, license or other
3 approval subject only to conditions set forth in this Site Certificate. ORS 469.401(3).
4

5 8. After issuance of this Site Certificate, each state agency or local government agency that
6 issues a permit, license or other approval for the Project shall continue to exercise
7 enforcement authority over such permit, license or other approval. ORS 469.401(3).
8

9 9. After issuance of this Site Certificate, the Council shall have continuing authority over
10 the site and may inspect, or direct the Department to inspect, or request another state
11 agency or local government to inspect, the site at any time in order to assure that the
12 Project is being operated consistently with the terms and conditions of this Site
13 Certificate. ORS 469.430.
14

15 10. The Certificate Holder may develop the energy facility in two phases. Phase 1 would
16 consist of the southernmost generating unit (“Unit 1”), including one combustion turbine
17 generator, heat recovery steam generator, steam generator, one step-up transformer bank,
18 auxiliary transformer, and cooling tower. Phase 1 would also include all of the energy
19 facility components common to the two units and the related or supporting facilities.
20 Phase 2 would consist of the northernmost generating unit (“Unit 2”) and its associated
21 facilities. All conditions of this Site Certificate apply equally to Phase 1 and Phase 2,
22 unless a condition specifies different obligations for Phase 1 or Phase 2. [Amendments
23 No. 1 & 3]
24

25 C. SITE DESCRIPTIONS

26 C.1. FACILITY

27 C.1.a. Major Structures and Equipment

28 **Major Structures and Equipment.** The net electric power output of the energy facility will be
29 about 560 MW. It will use power augmentation, i.e., duct burning, that will allow it to achieve a
30 net electric power output of about 650 MW for a limited number of hours annually on average.
31
32

33 The energy facility will consist of two combustion turbine generators (General Electric Frame
34 7FB’s or comparable combustion turbines), two heat recovery steam generators (“HRSG”), and
35 two steam generators. It will burn natural gas in the combustion turbines and duct burners.
36 Expanding gases from combustion will turn rotors within the turbines that are connected to
37 electric generators. The hot gases exhausted from the combustion turbines and duct burners will
38 be used to raise steam in the HRSGs. Steam from the HRSGs will be expanded through the
39 steam turbines. Each steam turbine will drive its own electric generator. [Amendment No. 1]
40
41

42 The combustion turbines will be housed in a turbine building that provides thermal insulation,
43 acoustical attenuation and fire extinguishing media containment. The turbine building,
44 occupying a footprint measuring about 230 feet by 560 feet and standing about 90 feet high, will
45 also house the steam turbine generators, condensers, balance of plant equipment, control room,

1 and administrative offices. The enclosure will allow access for routine inspection and
2 maintenance.

3
4 Each of the two HRSGs will occupy a footprint measuring about 50 feet by 150 feet and will
5 stand about 110 feet high. A stack will be provided for each combustion turbine's HRSG. The
6 two stacks will be about 15 to 25 feet in diameter and 200 feet high.

7
8 Six transformers will step-up the combustion turbine and steam turbine generator voltages to the
9 substation voltage of 230 kilovolts ("kV"). Two auxiliary transformers will supply power for
10 plant auxiliary loads. [Amendment No. 1]

11
12 Most of the structures comprising the energy facility, including the combustion and steam
13 turbines and generators, the main step-up transformers, the HRSG, and the control rooms, will be
14 contained within an area measuring about 400 feet by 560 feet.

15
16 Two mechanical-draft cooling towers will be used to remove the waste heat from each main
17 condenser and the plant auxiliary heat exchangers. The cooling towers and circulating water
18 pumps will cover an area of about 75 feet by 650 feet and will stand about 50 feet high.

19
20 A switchyard or dead-end transmission structure will interconnect the plant's output to the
21 230-kV transmission network. The switchyard footprint will measure about 300 feet by 500 feet.
22 [Amendment No. 1]

23
24 An auxiliary boiler will supply steam for plant start-ups and short duration shut-downs. The
25 auxiliary boiler will be fueled with natural gas. [Amendment No. 3]

26
27 Additional facilities will include: a plant services/warehouse building; two boiler feed pump
28 buildings; a fire water pump building; a water treatment building; a clarifier; a settling basin; a
29 condensate tank, a fire water/service water storage tank and a demineralized water storage tank
30 (each with 440,000-gallon capacity); a natural gas metering station; a natural gas compressor
31 station with electric compressors of 1,000 to 7,000 horsepower total, enclosed in a building with
32 acoustical insulation; and, an aqueous ammonia storage tank (with 100,000-gallon capacity and
33 equipped with containment). [Amendment No. 1]

34
35 Natural gas will not be stored at the energy facility site. Diesel fuel for the fire pumps will be
36 stored in an aboveground tank. Water treatment chemicals will be stored in permanent
37 aboveground storage tanks or portable plastic tanks (totes). To prevent storm water runoff from
38 chemical storage, all fuel and chemical storage will be inside buildings or under cover in paved
39 areas with a curb. All individual spill containment areas will be designed to hold at least
40 110 percent of the volume of liquids stored within them.

41
42 A complete fire protection system will be installed within the buildings and yard areas at the
43 energy facility site. The system will be designed to meet the requirements of the Uniform Fire
44 Code, as amended by Oregon and the National Fire Protection Association, and all other
45 applicable fire protection standards. The fire protection system will include a fire water system,

1 a dry chemical extinguishing system, a carbon dioxide (“CO₂”) extinguishing system, and
2 portable fire extinguishers. The road system within the energy facility site will be designed for
3 access by large trucks needed for equipment and material deliveries. The minimum turning
4 inside radius for roads will be 40 feet.

5
6 The fire water system will include a fire water supply loop, fire hydrants, sprinkler systems, and
7 hoses placed at appropriate locations. Reserved capacity in the 180,000-gallon fire water/service
8 water storage tank will serve as the firewater source.

9
10 The combustion turbine enclosures will be protected by foam or CO₂ systems. If the systems
11 were to activate, an alarm will sound and/or a visual indicator will light up on the gas turbine
12 control panel.

13
14 Portable fire extinguishers will be placed at key locations within the energy facility site. The
15 type and number of portable fire extinguishers will conform to applicable code requirements.

16
17 The Certificate Holder may develop the whole facility at the same time or it may develop only
18 one of the generating units and the related or supporting facilities (“Phase 1”) or the two units of
19 the energy facility in two distinct phases (“Phase 1” and “Phase 2”). As referred to in this Site
20 Certificate, the Certificate Holder would develop Phase 1 first if it develops the energy facility in
21 phases. Phase 1 would consist of the southernmost generating unit (“Unit 1”), including a
22 combustion turbine generator, heat recovery steam generator, steam generator, one step-up
23 transformer bank, auxiliary transformer, and cooling tower. Phase 1 would also include all of the
24 energy facility components common to the two units and the related or supporting facilities.
25 [Amendments No. 1 & 3]

26
27 **Output.** The energy facility will have a net electric power output of about 560 MW at an
28 average annual site condition of 51 degrees Fahrenheit, 14.691 pounds per square inch
29 barometric pressure, and 78 percent relative humidity. The new and clean heat rate will be about
30 6,790 Btu (higher heating value). [Amendments No. 1 & 3]

31
32 With power augmentation technologies (duct burning), the energy facility will have a net electric
33 power output of about 650 MW and a new and clean heat rate of about 7,100 Btu (higher heating
34 value). The Certificate Holder proposes to operate the energy facility with power augmentation
35 technologies for 3,000 hours annually on average. [Amendments No. 1 & 3]

36
37 **Fuel Use.** The energy facility will use natural gas as the only fuel to power the turbines and the
38 power augmentation technologies. It will use 4,600 MM Btu per hour of natural gas at full load
39 with the duct burners in operation at the average annual site condition. [Amendments No. 1 & 3]

40
41 **Water Use.** The energy facility will obtain water to generate steam and to cool the steam
42 process from an existing PGE intake structure on the Bradbury Slough of the Columbia River.
43 The Certificate Holder will use water from PGE’s existing industrial water right, from partial
44 transfer of a water right associated with PGE’s Trojan Nuclear Plant (subject to approval of a
45 transfer by the Oregon Water Resources Department) and, if necessary, will enter into a contract

1 with the Port of St. Helens, which has an existing water permit, to obtain water sufficient for
2 operation of the energy facility. [Amendments No. 1 & 3]

3
4 Average water demand at the energy facility will be about 2,800 gallons per minute (“gpm”), or
5 4.0 million gallons per day (“gpd”). Peak water demand will be about 3,700 gpm, 5.4 million
6 gpd, or 8.3 cubic feet per second (“cfs”). [Amendments No. 1 & 3]

7
8 The energy facility will require no new state-administered water right, water rights transfer, or
9 surface water right permit for water supply. The Port of St. Helens has an existing municipal
10 water use permit for 30 cfs and PGE has an existing industrial water right for 11.3 cfs. PGE
11 expects to apply for a partial transfer of a water right associated with PGE’s Trojan Nuclear
12 Plant, Certificate No. 73396, but an adequate water supply is available for operation of the
13 energy facility without that such a transfer. [Amendments No. 1 & 3]

14
15 The water rights have a permitted point of diversion, where existing withdrawals occur and the
16 energy facility withdrawals will occur. PGE owns and operates the existing point of diversion.
17 To serve the energy facility, PGE will place additional pumps within the existing intake facility.
18 PGE will employ fish screens compliant with National Marine Fisheries Service (“NMFS”)
19 screening criteria and Oregon Department of Fish and Wildlife (“ODFW”) criteria. [Amendment
20 No. 1]

21
22 **Wastewater.** Process blowdown is washdown water, filter backwash or other non-sanitary
23 liquid waste produced within the energy facility. The average volume of process blowdown for
24 both units combined will be about 190 gpm. Cooling system blowdown is water withdrawn from
25 the cooling system to control the buildup of dissolved salts. The average volume of cooling
26 system blowdown for both units combined will be about 460 gpm, but it could vary depending
27 on the quality of the river water supply. The energy facility will discharge its process and
28 cooling system blowdown to the Columbia River under a National Pollution Discharge
29 Elimination System (“NPDES”) permit that the Port of St. Helens has requested from DEQ.
30 [Amendment No. 1]

31
32 The Certificate Holder will discharge sanitary sewage to an engineered septic tank and drain
33 field at a rate of about 500 gallons per day, as permitted by a Water Pollution Control Facilities
34 permit. The Certificate Holder will route storm water from roofs and paved areas to pervious
35 areas to percolate into the shallow groundwater.

36 37 **C.1.b. Related or Supporting Facilities**

38 The energy facility will include the following related or supporting facilities:

39
40 **Natural Gas Pipelines.** Natural gas will fuel the combustion turbine generators and duct
41 burners. The energy facility will be served by the Kelso-Beaver Pipeline, an existing FERC-
42 regulated interstate pipeline with a current capacity of 193,000 decatherms per day. PGE owns
43 the pipeline jointly with two other parties. To create the additional capacity that will be required
44 to serve the energy facility, PGE will add 1,000 to 7,000 compressor horsepower to the Port
45 Westward site and/or up to 8,000 compressor horsepower to the Kelso-Beaver Pipeline. All

1 work on the existing pipeline will be subject to FERC approval. The addition of compressor
2 horsepower is intended to ensure 300to 520 psig gas pressure at the Port Westward Industrial
3 Area with total capacity of 310 million standard cubic feet/day. [Amendment No. 1]
4

5 The interconnecting pipeline, about 18 inches in diameter, between the existing Kelso-Beaver
6 Pipeline and the energy facility will be about 1,000 feet long and will be installed below grade
7 with appropriate cathodic protection.
8

9 In addition, the facility will include as a related or supporting facility a secondary natural gas
10 pipeline that will connect the energy facility to an extension of the existing 20-inch NW Natural
11 Beaver Lateral. The connecting pipeline will be approximately 2000 feet long and about 12
12 inches in diameter. The new pipeline will be installed below grade with appropriate cathodic
13 protection. The new pipeline will be owned and operated by NW Natural. [Amendment No. 5]
14

15 **Water Supply Pipeline.** Water supply for the energy facility will be drawn from Bradbury
16 Slough at about River Mile 53.8 of the Columbia River from an existing PGE intake facility for
17 the PGE Beaver Generating Plant. The pump capacity of the existing intake facility will be
18 expanded. No major structural improvements or modifications to the intake facility will be
19 required. However, PGE will upgrade the fish screens to comply with NMFS and ODFW
20 criteria regardless of whether it builds the Port Westward Generating Project. The Certificate
21 Holder will install a water supply pipeline about 20 inches in diameter and 6,000 feet long to
22 convey water from the intake facility to the energy facility. The water supply pipeline will
23 traverse upland areas and will avoid wetlands. [Amendment No. 1]
24

25 **Chlorination and Electrical Control Buildings.** Two small structures will be constructed on
26 upland south of the intake facility. One structure, with a footprint of about 600 square feet, will
27 be for chlorination. The other structure, with a footprint of about 150 feet, will be for electrical
28 control. Underground lines in a 25-foot wide corridor will connect these structures to the intake
29 structure. [Amendment No. 3]
30

31 **Wastewater Pipeline.** Process and cooling wastewater discharged from the energy facility will
32 be collected in a settling basin and returned to the Columbia River about one-half mile northwest
33 of the energy facility, pursuant to the Port of St. Helens' NPDES permit. [Amendment No. 1]
34

35 **Utility Lines Between the Energy Facility Site and the PGE Beaver Generating Plant.** The
36 Certificate Holder will construct water, backup electricity and communications lines between the
37 existing PGE Beaver Generating Plant and the energy facility. The Certificate Holder will install
38 the lines below ground within existing roadways. Potable water may be conveyed to the energy
39 facility in a pipeline from the potable water storage tank located in the vicinity of the PGE water
40 intake facility that currently serves the PGE Beaver Generating Plant. The potable water
41 pipeline will be about two inches in diameter. The Certificate Holder will install the potable
42 water line underground. The potable water line will join the energy facility's water supply
43 pipeline corridor at their intersection as shown on revised Figure B-2. [Amendment No. 1]
44

1 The Certificate Holder may also construct a demineralized water pipeline about six inches in
2 diameter from the PGE Beaver Generating Plant to the energy facility. If the Certificate Holder
3 constructs the demineralized water pipeline, it will not construct a water treatment building as
4 part of the energy facility. The Certificate Holder will install a backup 13.8 kV electrical
5 distribution line and a communications line in a conduit from the PGE Beaver Generating Plant
6 to the energy facility. The demineralized water line, communications line, and backup electricity
7 lines will be about 1, 200 feet long, and the portion of the potable water line between the potable
8 water storage tank and the water supply pipeline corridor will be about 1,700 feet long.
9 [Amendments No. 1 & 3]

10
11 **Temporary Construction Staging and Laydown Areas.** Temporary construction staging and
12 laydown areas totaling approximately 12.4 acres will be located around the energy facility site.
13 Another laydown area of about 6 acres will be located on upland south of the existing PGE water
14 intake structure. The areas will be used for storing equipment and materials and as staging areas
15 for constructing the power plant. Construction laydown and staging areas are as depicted on
16 Figure B-2 rev.1, submitted with the Fourth Request for Amendment on January 18, 2006.
17 [Amendment No. 4]

18
19 **Spoils Disposal Area.** Excess soils from construction at the energy facility site will be spread
20 across the spoils disposal site of about 11.6 acres, which will be located southeast of the PGE
21 Beaver Generating Plant. [Amendment No. 3].

22
23 **Electric Transmission Line.** The energy facility will deliver electric power to the regional grid
24 by means of a new transmission line consisting of one 230 kV circuit on monopole towers (up to
25 120 feet high) routed along existing power line easements. There are two transmission line
26 alternatives routes under consideration, with two other short alternative segments in the vicinity
27 of the BPA Allston Substation:

28
29 Alternative One. The first alternative will entail routing the transmission line from the
30 energy facility to the Bonneville Power Administration (“BPA”) Allston Substation near
31 Alston, Oregon (a distance of about 10 miles).

32
33 Alternative Two. The second alternative will entail routing the transmission line from the
34 energy facility to the PGE Trojan Substation near Goble, Oregon (a distance of about
35 20 miles).

36
37 PWGP and the Summit Project present a unique situation regarding the transmission lines for
38 their facilities. The two proposed energy projects will be located close to each other and will use
39 the same existing transmission corridor and the same towers from Port Westward to the vicinity
40 of the BPA Allston Substation, Alternative One. The towers will be double-circuited, with
41 PWGP on one side and the Summit Project on the other.

42
43 The Portland General Electric Transmission Group will build the transmission lines for either or
44 both projects, depending on which energy facilities are eventually constructed. The transmission
45 line for each project is a related or supporting facility for that project, and therefore, must be

1 built to Council standards. However, because the Council is reviewing the applications for both
2 projects simultaneously, because they will use the same towers, and because the same company
3 will build and operate the transmission lines, the Council has consolidated the reviews within the
4 PWGP proceeding and is placing conditions for the transmission lines in the site certificate for
5 the Port Westward Generating Project.
6

7 Some conditions account for the possibility that the Certificate Holder may construct the Port
8 Westward to BPA Allston Substation Transmission Line separately from constructing the energy
9 facility. Additionally, if the Certificate Holder for PWGP does not construct the energy facility
10 within the time specified in its Site Certificate or if it terminates its Site Certificate, the Council
11 intends that the Certificate Holder of the Summit Project must amend its Site Certificate to
12 include the 230 kV transmission line from the Summit Project to the BPA Allston Substation.
13

14 **C.2. LOCATION OF THE FACILITY**

15 **C.2.a. The Energy Facility Site**

16 The energy facility will be located about seven miles by road northeast of the city of Clatskanie
17 in Columbia County, Oregon. The energy facility site will be located on an approximately
18 852-acre parcel leased to PGE by the Port of St. Helens in Section 15, Township 8 North, Range
19 4 West, Willamette Meridian. The energy facility site will be fenced and will comprise about
20 17.5 acres of the larger parcel. An alternative configuration of the energy facility site excludes a
21 strip 180 feet wide (50 feet south and 130 feet north of an existing road across the site). Under
22 this alternative, the Certificate Holder could choose to exclude this strip from the energy facility
23 site for Phase 1. If the strip is excluded during Phase 1, the Certificate Holder shall declare in
24 writing to the Department before beginning construction of Phase 2 whether the energy facility
25 site for Phase 2 includes the 180-foot wide strip. [Amendments No. 1 & 2]
26
27

28 Bradbury Slough of the Columbia River lies to the northeast of the energy facility site. Access to
29 the energy facility site will be by traveling about 1.5 miles north on Kallunki Road from its
30 intersection with Alston-Mayger Road. The existing PGE Beaver Generating Plant is located
31 about one-half mile southwest of the energy facility site.
32

33 **C.2.b. Related or Supporting Facility Sites**

34 **Natural Gas Pipeline Corridors.** The primary natural gas pipeline will be about 18 inches in
35 diameter and will interconnect with the existing Kelso-Beaver Pipeline about 1,000 feet west of
36 the energy facility site. The natural gas pipeline corridor will lie within the 852-acre parcel
37 leased to PGE by the Port of St. Helens and situated within Section 15, Township 8 North,
38 Range 4 West, Willamette Meridian.
39

40 The secondary natural gas pipeline will be about 12 inches in diameter, extending from the
41 energy facility to an extension of the existing NW Natural Beaver Lateral, near the northeast
42 corner of the Beaver Generating Plant. The related or supporting portion of the new natural gas
43 pipeline corridor will be approximately 2000 feet long and will lie within the 852-acre parcel
44 leased to PGE by the Port of St. Helens and situated within Sections 15 and 16, Township 8
45 North, Range 4 West, Willamette Meridian. [Amendment No. 5]

1
2
3 **Water Supply Pipeline Corridor.** The proposed water supply pipeline will supply raw water to
4 the energy facility from the existing PGE Beaver Generating Plant water intake structure in
5 Bradbury Slough of the Columbia River. The pipeline right-of-way will be about 50 feet wide
6 and 6,000 feet long, will cover an area of about 7 acres, and will lie within the 852-acre parcel
7 leased to PGE by the Port of St. Helens and situated within Section 15, Township 8 North,
8 Range 4 West, Willamette Meridian.

9
10 **Chlorination and Electrical Control Buildings** Two small structures will be constructed on
11 upland south of the existing PGE Beaver Generating Plant water intake structure in Bradbury
12 Slough. The two structures, with a combined footprint of about 750 square feet, will lie within
13 the 852-acre parcel leased to PGE by the Port of St. Helens and situated within Section 15,
14 Township 8 North, Range 4 West, Willamette Meridian. [Amendment No. 3].

15
16 **Wastewater Pipeline Corridor.** Water discharged from the energy facility will be returned to
17 the Columbia River about one-half mile northwest of the energy facility. The wastewater
18 pipeline corridor will be about 100 feet wide and 2,400 feet long, will cover an area of about 6
19 acres, and will lie primarily within the 852-acre parcel leased to PGE by the Port of St. Helens
20 and situated within Section 15 and 16, Township 8 North, Range 4 West, Willamette Meridian.
21 [Amendment No. 1]

22
23 **Utility Line Corridor Between the Energy Facility Site and the PGE Beaver Generating**
24 **Plant.** The Certificate Holder will construct a potable water pipeline, backup electricity line,
25 communications line and possibly a demineralized water pipeline from the PGE Beaver
26 Generating Plant or the potable water tank to the energy facility site. It would install the lines a
27 minimum depth of three feet below grade in existing roadways entirely with the 825-acre parcel
28 that the Port of St. Helens has leased to PGE. The parcel is located within Section 15 and 22,
29 Township 8 North, Range 4 West, Willamette Meridian. [Amendment No. 1]

30
31 **Temporary Construction Staging and Laydown Areas.** Temporary construction staging and
32 laydown areas totaling approximately 12.4 acres will be located around the energy facility site,
33 within the 852-acre parcel leased to PGE by the Port of St. Helens and situated within Sections
34 15 and 16, Township 8 North, Range 4 West, Willamette Meridian. Another laydown area of
35 about 6 acres will be located on upland south of the existing PGE water intake structure within
36 Section 15, Township 8 North, Range 4 West, Willamette Meridian. The areas will be used for
37 storing equipment and materials and as staging areas for constructing the power plant.
38 Construction laydown and staging areas are as depicted on Figure B-2 rev.1 as submitted with
39 the Request for Fourth Amendment on January 18, 2006 [Amendment No. 4]

40
41 **Spoils Disposal Area.** Excess soils from construction at the energy facility site will be spread
42 across the spoils disposal site of about 11.6 acres, which will be located southeast of the PGE
43 Beaver Generating Plant, within the 852-acre parcel leased to PGE by the Port of St. Helens and
44 situated within Sections 15 and 22, Township 8 North, Range 4 West, Willamette Meridian..
45 [Amendment No. 3].

1
2 **Transmission Line Corridor.** The transmission line will follow one of two alternative routes:
3

4 Alternative One. Under this alternative, the energy facility will deliver electric power to
5 the BPA Allston Substation near Alston, Oregon, by means of a new 230-kV circuit on
6 monopole steel structures, except where it will have to cross the existing BPA lines. A
7 separate 230 kV circuit will carry the output of the Summit Project on the same
8 structures, as noted above. The new transmission line will be routed on an existing PGE
9 right-of-way that is 250 feet wide, except at the BPA Allston Substation where a new
10 right-of-way may be required. The structures will be placed on or near the centerline of
11 the unused north half of the right-of-way. The transmission line corridor will be about
12 125 feet wide and 10 miles long, will occupy an area of about 300 acres, and will pass
13 through Sections 15, 22, 23, 26, 35 and 36, Township 8 North, Range 4 West, and
14 Sections 31, 5, 6, 4, 3 and 10, Township 7 North, Range 3 West, Willamette Meridian.
15

16 Alternative Two. Under this alternative, the energy facility will deliver electric power to
17 Trojan near Goble, Oregon, by means of a new 230-kV circuit on monopole steel
18 structures. Between PWGP and the BPA Allston Substation, the new transmission line
19 will be routed on an existing PGE right-of-way 250 feet wide as described in Alternative
20 One. The structures will be placed on or near the centerline of the unused north half of
21 the right-of-way. Between the BPA Allston Substation and Trojan, the new transmission
22 line will run parallel to an existing BPA transmission line. This section of the
23 transmission line corridor will be about 125 feet wide and ten miles long, will occupy an
24 area of about 300 acres, and will pass through Sections 10, 11, 15, 14, 23 and 24,
25 Township 7 North, Range 3 West, and Sections 19, 30, 29, 28, 33 and 34, Township 7
26 North, Range 2 West, and Sections 3 and 2, Township 6 North, Range 2 West,
27 Willamette Meridian.
28

29 Alternates 3 and 4. These short alternate segments are in the vicinity of the BPA Allston
30 Substation. They provide flexibility for interconnecting with the substation.
31

32 Unanalyzed Options. As shown on Figure C-2 of the ASC, and in particular the enlarged
33 detail of the BPA Allston Substation, there is a segment of Alignment 1 identified as
34 “2nd (future) circuit.” This Site Certificate does not address that proposed segment of
35 Alignment 1.
36

37 **D. COUNCIL SITING STANDARDS**

38
39 **D.1. [PLACEHOLDER]**
40 [No Conditions]

41
42 **D.2. ORGANIZATIONAL EXPERTISE**
43

- 1 (1) The Certificate Holder shall report to the Department of Energy (“Department”) in a
2 timely manner any change in the ownership of Portland General Electric Company
3 (“PGE”).
4
- 5 (2) Before beginning construction of the energy facility, the Port Westward to Bonneville
6 Power Administration (“BPA”) Allston Substation Transmission Line, or other related or
7 supporting facilities, the Certificate Holder shall identify to the Energy Facility Siting
8 Council (“Council”) whom it has chosen to act in the role of the engineering,
9 procurement and construction (“EPC”) contractor(s) for specific portions of the work.
10
- 11 (3) If the Certificate Holder chooses a third-party contractor to operate the facility, the
12 Certificate Holder shall submit to the Council the identity of the contractor so the Council
13 may review the qualifications and capability of the contractor to meet the standards of
14 OAR 345-0022-0010. If the Council finds that a new contractor meets these standards,
15 the Council shall not require an amendment to the Site Certificate for the Certificate
16 Holder to hire the contractor.
17
- 18 (4) Any matter of non-compliance under this Site Certificate shall be the responsibility of the
19 Certificate Holder. Any notice of violation issued under the Site Certificate will be
20 issued to the Certificate Holder. Any civil penalties levied shall be levied on the
21 Certificate Holder.
22
- 23 (5) The Certificate Holder shall contractually require the EPC contractor(s) and all
24 independent contractors and subcontractors involved in the construction and operation of
25 the facility to comply with all applicable laws and regulations and with the terms and
26 conditions of the Site Certificate. Such contractual provision shall not operate to relieve
27 the Certificate Holder of responsibility under the Site Certificate.
28
- 29 (6) The Certificate Holder shall obtain necessary state and local permits or approvals
30 required for the construction, operation and retirement of the facility or ensure that its
31 contractors obtain the necessary state and local permits or approvals.
32
- 33 (7) Before beginning construction of the energy facility, the Certificate Holder shall deliver
34 to the Department a copy of the agreement between the Certificate Holder and the Port of
35 St. Helens that provides that the Certificate Holder may use up to 8.3 cubic feet per
36 second of the water right held by the Port of St. Helens under Permit to Appropriate the
37 Public Waters, issued by the State of Oregon, Water Resources Department, Permit
38 No. 53677. [Amendment No. 1]
39
- 40 (8) Before beginning construction of the energy facility, the Certificate Holder shall deliver
41 to the Department evidence that the Oregon Department of Environmental Quality has
42 issued to the Port of St. Helens a National Pollutant Discharge Elimination System
43 (“NPDES”) permit that provides for the discharge of non-sanitary wastewater from the
44 Port Westward Industrial Site, including all non-sanitary wastewater produced by the
45 energy facility.

- 1
2 (9) Before beginning construction of the energy facility, the Certificate Holder shall deliver
3 to the Department a copy of the agreement between the Certificate Holder and the Port of
4 St. Helens that provides for discharge of non-sanitary wastewater from the energy facility
5 by means of the NPDES permit issued to the Port of St. Helens.
6

7 **D.3. RETIREMENT AND FINANCIAL ASSURANCE**
8

- 9 (1) The Certificate Holder shall retire the facility if the Certificate Holder permanently ceases
10 construction or operation of the facility. The Certificate Holder shall retire the facility
11 according to a final retirement plan approved by the Council, as described in OAR 345-
12 027-0110, and prepared pursuant to Condition D.3(2).
13
- 14 (2) Two years before closure of the energy facility, the Certificate Holder shall submit to the
15 Department a proposed final retirement plan for the facility and site, pursuant to OAR
16 345-027-0110, including:
17
- 18 (a) A plan for retirement that provides for completion of retirement within two years
19 of permanent cessation of operation of the energy facility and that protects the
20 public health and safety and the environment;
21
- 22 (b) A description of actions the Certificate Holder proposes to take to restore the site
23 to a useful, non-hazardous condition; and,
24
- 25 (c) A detailed cost estimate, a comparison of that estimate with the dollar amount
26 secured by a bond or letter of credit and any amount contained in a retirement
27 fund, and a plan for assuring the availability of adequate funds for completion of
28 retirement.
29
- 30 (3) The Certificate Holder shall prevent the development of any conditions on the site that
31 would preclude restoration of the site to a useful, non-hazardous condition to the extent
32 that prevention of such site conditions is within the control of the Certificate Holder.
33
- 34 (4) A retirement plan that the Certificate Holder submits may provide transmission lines
35 constructed and operated under this Site Certificate remain in operation to serve other
36 energy facilities. [Amendment No. 3]
37
- 38 (5) Before beginning construction of the energy facility, the Certificate Holder shall submit
39 to the State of Oregon, through the Council, a bond or letter of credit in the amount of
40 \$4,938,800 (in 2004 dollars as of the fourth quarter) naming the State of Oregon, acting
41 by and through the Council, as beneficiary or payee. [Amendment No. 3]
42
- 43 (a) If the Certificate Holder develops the energy facility in phases, then before
44 beginning construction of Phase 1, the Certificate Holder shall submit a bond or
45 letter of credit in the amount of \$3,698,000 (in 2004 dollars as of the fourth

1 quarter). Before beginning construction of Phase 2, the Certificate Holder shall
2 increase the amount of such bond or letter of credit to \$4,938,800 (in 2004 dollars
3 as of the fourth quarter). [Amendments No. 1 & 3]
4

5 (b) [Deleted]. [Amendment No. 3]
6

7 (c) [Deleted]. [Amendments No. 1 & 3]
8

9 (d) The form of the bond or letter of credit and identity of the issuer shall be subject
10 to approval by the Council.
11

12 (e) The Certificate Holder shall maintain a bond or letter of credit in effect at all
13 times until the energy facility or the Port Westward to BPA Allston Substation
14 Transmission Line has been retired, as appropriate.
15

16 (f) The calculation of 2004 dollars shall be made using the U.S. Gross Domestic
17 Product Implicit Price Deflator, Chain-Weight, as published in the Oregon
18 Department of Administrative Services' "Oregon Economic and Revenue
19 Forecast," or by any successor agency (the "Index"). If at any time the Index is
20 no longer published, the Council shall select a comparable calculation of 2004
21 dollars. [Amendment No. 3]
22

23 (g) The amount of the bond or letter of credit account shall increase annually by the
24 percentage increase in the Index.
25

26 (h) The Certificate Holder shall not revoke or reduce the bond or letter of credit
27 before retirement of the facility without approval by the Council.
28

29 (6) The Certificate Holder shall describe in the annual report submitted to the Council,
30 pursuant to OAR 345-026-0080, the status of the retirement fund or other instrument to
31 ensure it has adequate funds to restore the site.
32

33 (7) Before beginning construction of the energy facility, the Certificate Holder shall prepare
34 and submit to the Department a materials management and monitoring plan that
35 addresses the handling of hazardous substances, the measures it will implement to
36 prevent site contamination, and how it will document implementation of the plan during
37 construction. The materials management and monitoring plan shall be subject to
38 approval by the Department. For the purpose of this condition and Conditions D.3(8),
39 D.3(10), D.3(11), and D.3(12) below, the terms "release" and "hazardous substances"
40 shall have the meanings set forth at ORS 465.200.
41

42 (8) Before beginning operation of the energy facility, the Certificate Holder shall prepare and
43 submit to the Department a materials management and monitoring plan that addresses the
44 handling of hazardous substances, the measures it will implement to prevent site
45 contamination, and how it will document implementation of the plan during operation.

1 The materials management and monitoring plan shall be subject to approval by the
2 Department.

3
4 (9) Not later than 10 years after the date of commercial operation of Phase 1 of the energy
5 facility, and each 10 years thereafter during the life of the energy facility, the Certificate
6 Holder shall complete an independent Phase I Environmental Site Assessment of the
7 energy facility site. Within 30 days after its completion, the Certificate Holder shall
8 deliver the Phase I Environmental Site Assessment report to the Department.
9 [Amendment No. 1]

10
11 (10) In the event that any Phase I Environmental Site Assessment identifies improper handling
12 or storage of hazardous substances or improper record keeping procedures, the Certificate
13 Holder shall correct such deficiencies within six months after completion of the
14 corresponding Phase I Environmental Site Assessment. It shall promptly report its
15 corrective actions to the Department. The Council shall determine whether the corrective
16 actions are sufficient.

17
18 (11) The Certificate Holder shall report any release of hazardous substances, pursuant to DEQ
19 regulations, to the Department within one working day after the discovery of such
20 release. This obligation shall be in addition to any other reporting requirements
21 applicable to such a release.

22
23 (12) If the Certificate Holder has not remedied a release consistent with applicable Oregon
24 Department of Environmental Quality standards or if the Certificate Holder fails to
25 correct deficiencies identified in the course of a Phase I Environmental Site Assessment
26 within six months after the date of the release or the date of completion of the Phase I
27 Environmental Site Assessment, the Certificate Holder shall submit within such six-
28 month period to the Council for its approval an independently prepared estimate of the
29 additional cost of remediation or correction.

30
31 (a) Upon approval of an estimate by the Council, the Certificate Holder shall increase
32 the amount of its bond or letter of credit by the amount of the estimate.

33
34 (b) In no event, however, shall the Certificate Holder be relieved of its obligation to
35 exercise all due diligence in remedying a release of hazardous substances or
36 correcting deficiencies identified in the course of a Phase I Environmental Site
37 Assessment.

38
39 (13) All funds received by the Certificate Holder from the salvage of equipment and buildings
40 shall be committed to the restoration of the energy facility site to the extent necessary to
41 fund the approved site restoration and remediation.

42
43 (14) The Certificate Holder shall pay the actual cost to restore the site to a useful, non-
44 hazardous condition at the time of retirement, notwithstanding the Council's approval in
45 the Site Certificate of an estimated amount required to restore the site.

- 1
2 (15) If the Council finds that the Certificate Holder has permanently ceased construction or
3 operation of the facility without retiring the facility according to a final retirement plan
4 approved by the Council, as described in OAR 345-027-0110 and prepared pursuant to
5 Condition D.3(2), the Council shall notify the Certificate Holder and request that the
6 Certificate Holder submit a proposed final retirement plan to the Department within a
7 reasonable time not to exceed 90 days.
8
9 (a) If the Certificate Holder does not submit a proposed final retirement plan by the
10 specified date or if the Council rejects the retirement plan that the Certificate
11 Holder submits, the Council may direct the Department to prepare a proposed a
12 final retirement plan for the Council's approval.
13
14 (b) Upon the Council's approval of the final retirement plan prepared pursuant to
15 subsection (a), the Council may draw on the bond or letter of credit described in
16 Condition D.3(5) and shall use the funds to restore the site to a useful, non-
17 hazardous condition according to the final retirement plan, in addition to any
18 penalties the Council may impose under OAR Chapter 345, Division 29.
19
20 (c) If the amount of the bond or letter of credit is insufficient to pay the actual cost of
21 retirement, the Certificate Holder shall pay any additional cost necessary to
22 restore the site to a useful, non-hazardous condition.
23
24 (d) After completion of site restoration, the Council shall issue an order to terminate
25 the Site Certificate if the Council finds that the facility has been retired according
26 to the approved final retirement plan.
27

28 **D.4. LAND USE**

- 29
30 (1) Before beginning construction of the energy facility, the Certificate Holder shall submit a
31 landscaping plan for the energy facility to Columbia County as part of its building permit
32 application for the energy facility. The landscaping plan shall be subject to County
33 approval, provided that the plan is consistent with this Site Certificate and the Final
34 Order. The Certificate Holder shall implement the landscaping plan.
35
36 (2) Before beginning construction of the energy facility, the Certificate Holder shall submit a
37 site plan to Columbia County as part of its building permit application.
38
39 (3) Before beginning construction of the energy facility, the Certificate Holder shall submit
40 to Columbia County as part of its building permit application for the energy facility a
41 final parking lot plan that complies with Section 1400 of the Columbia County Zoning
42 Ordinance. The parking plan shall be consistent with this Site Certificate and Attachment
43 D of the Final Order. The Certificate Holder shall implement the parking lot plan.
44

- 1 (4) Before beginning construction of the energy facility or the Port Westward to BPA Allston
2 Substation Transmission Line, as appropriate, the Certificate Holder shall apply for and
3 obtain all appropriate land use permits from Columbia County and the City of Rainier.
4
- 5 (5) Before beginning construction of the energy facility, the Certificate Holder shall enter
6 into a written contract with Columbia County that recognizes the rights of land owners
7 who are adjacent to and nearby the corridor for the transmission line from the BPA
8 Allston Substation to the Trojan Nuclear Plant where it crosses PF-76 and FA-19 zones to
9 conduct forest operations consistent with the Forest Practices Act and Rules for uses
10 authorized in OAR 660-006-0025, subsections (4)(e), (m), (s), (t), and (w).
11

12 **D.5. STRUCTURAL STANDARD**

13

- 14 (1) The Certificate Holder shall design, engineer and construct the facility to avoid dangers
15 to human safety presented by seismic hazards affecting the site that are expected to result
16 from all maximum probable seismic events. In no event shall the recommended seismic
17 design parameters be any less than those prescribed by the Oregon Uniform Building
18 Code. As used in this condition, “seismic hazard” includes ground shaking, landslide,
19 liquefaction, lateral spreading, tsunami inundation, fault displacement, and subsidence.
20
- 21 (2) If the Certificate Holder does not have subsurface information for design of the
22 transmission lines that is acceptable to the Department and the Oregon Department of
23 Geology and Mineral Industries (“DOGAMI”), then the Certificate Holder shall drill
24 exploratory borings at critical locations during final design of the proposed transmission
25 lines.
26
- 27 (3) Before beginning construction of the facility, the Certificate Holder shall provide the
28 Department and DOGAMI with a report containing results of geotechnical investigations
29 and recommendations for the design of the energy facility, transmission lines and other
30 related or supporting facilities.
31
- 32 (a) The Certificate Holder shall prepare the report consistent with the study designs
33 detailed in the Section D.5 of the Final Order and Section H.3 of the Application
34 for a Site Certificate (“ASC”).
35
- 36 (b) If DOGAMI is not able to review the reports, the Department shall arrange, in
37 consultation with DOGAMI, for an independent review of the report by a
38 qualified registered geologist.
39
- 40 (c) If the Certificate Holder begins construction of the Port Westward to BPA Allston
41 Substation Transmission Line before beginning construction of other parts of the
42 facility, Condition D.5(3) shall apply only to the Port Westward to BPA Allston
43 Substation Transmission Line as long as it is the only part of the facility under
44 construction.
45

- 1 (4) In addition to, or concurrent with Condition D.5(3), before beginning construction within
2 the City of Rainier's Watershed zone, the Certificate Holder shall submit to the City of
3 Rainier, the Department and DOGAMI a geotechnical report prepared by a registered
4 engineer establishing that it can safely accomplish any construction in a known slide
5 hazard area, flood hazard area, or drainage way, or on slopes exceeding 20 percent in that
6 zone.
7
- 8 (5) If the geotechnical investigation reveals evidence that is not described in the ASC, the
9 Certificate Holder shall revise the facility design parameters to comply with appropriate
10 Uniform Building Code requirements.
11
- 12 (6) The Certificate Holder shall notify the Department, the State Building Codes Division
13 and DOGAMI promptly if site investigations or trenching reveals that subsurface
14 conditions differ significantly from those described in the ASC. After the Department
15 receives the notice, the Council may require the Certificate Holder to consult with
16 DOGAMI and the Building Codes Division and to propose mitigation actions.
17
- 18 (7) The Certificate Holder shall notify the Department, the Building Codes Division and
19 DOGAMI promptly if shear zones, artesian aquifers, deformations, or clastic dikes are
20 found at or in the vicinity of the facility site.
21
- 22 (8) The Certificate Holder shall design, engineer and construct the facility to avoid dangers
23 to human safety presented by non-seismic or aseismic hazards affecting the site. As used
24 in this condition, "non-seismic or aseismic hazards" includes settlement, landslides,
25 groundwater, flooding, and erosion.
26
- 27 (9) The secondary gas supply pipeline constructed and operated by NWN shall be designed
28 to accommodate the potential for different settlement and seismic induced differential
29 deformation, particularly where the pipeline connects to the existing supply line
30

31 **D.6. SOIL PROTECTION**

- 32
- 33 (1) Upon completion of construction in an area, the Certificate Holder shall use native seed
34 mixes to restore vegetation to the extent practicable and shall landscape portions of the
35 site disturbed by construction in a manner compatible with the surroundings and
36 proposed use. Conditions D.6(1) through D.6(6) shall apply to all soil disturbing
37 activities, including maintenance, repair, reconstruction, and retirement of facilities.
38 [Amendment No. 1]
39
- 40 (2) The Certificate Holder shall employ the following measures to control soil erosion and
41 sediment runoff by water and wind erosion:
42
- 43 (a) Avoid excavation and other soil disturbances beyond that necessary for
44 construction of the facility or confine equipment use to specific areas.
45

- 1 (b) Remove vegetation only as necessary.
2
3 (c) Apply water or mulch, as necessary, for wind erosion control during construction.
4
5 (d) Revegetate those construction areas that will no longer be used.
6
7 (e) Use temporary erosion and sediment control measures, such as sediment fences,
8 straw wattles, bio-filter bags, mulch, permanent and temporary seeding, sediment
9 traps and/or basins, rock check dams or gravel filter berms, and gravel
10 construction entrances, and maintain these features throughout construction and
11 restoration to reduce the potential for soil erosion and sediment runoff.
12
13 (f) Protect soil stockpiles with mulch and plastic sheeting.
14
15 (3) If excessively wet conditions occur during construction, the Certificate Holder shall limit
16 construction activities during such periods to the degree practicable in areas susceptible
17 to soil compaction.
18
19 (4) After completing construction in an area, the Certificate Holder shall monitor the
20 construction area for a period of 12 months to evaluate whether construction-related
21 impacts to soils are being adequately addressed by the mitigation procedures described in
22 the Sediment Erosion and Control Plan. It shall submit its quality assurance measures to
23 the Department for approval before beginning monitoring.
24
25 (5) After completing construction in an area, the Certificate Holder shall use the results of the
26 monitoring program in Condition D.6(4) to identify remaining soil impacts associated
27 with construction that require mitigation. As necessary, the Certificate Holder shall
28 implement follow-up restoration measures to address those remaining impacts and shall
29 report in a timely manner to the Department what measures it has taken.
30
31 (6) The Certificate Holder shall remove trapped sediment when the capacity of the sediment
32 trap has been reduced by 50 percent and shall place such sediment in an upland area
33 certified by a qualified wetland specialist.
34
35 (7) The Certificate Holder shall contain all fuel and chemical storage in paved spill
36 containment areas with a curb.
37
38 (8) The Certificate Holder shall design all inside spill containment areas to hold at least
39 110 percent of the volume of liquids stored within them.
40
41 (9) The Certificate Holder shall design all spill containment areas located outdoors to hold at
42 least 110 percent of the volume of liquids stored within them, together with the volume of
43 precipitation that might accumulate during the 100-year return frequency storm.
44

1 (10) During operation, the Certificate Holder shall minimize drift from the cooling towers
2 through the use of high efficiency drift eliminators that allow no more than 0.002 percent
3 drift.
4

5 **D.7. PROTECTED AREAS**

6 [No Conditions]
7

8 **D.8. FISH AND WILDLIFE HABITAT**
9

10 (1) The Certificate Holder shall, to the extent practicable, avoid and, where avoidance is not
11 possible, minimize construction and operation disturbance to areas of native vegetation
12 and areas that provide important wildlife habitat. With respect to construction of the
13 facility, the Certificate Holder shall mitigate possible impacts to wildlife by measures
14 including, but not limited to, the following:
15

16 (a) Posting speed limit signs throughout the energy facility construction zone.
17

18 (b) Instructing construction personnel, including construction contractors and their
19 personnel, on sensitive wildlife of the area and on required precautions to avoid
20 injuring or destroying wildlife.
21

22 (c) Instructing construction personnel, including construction contractors and their
23 personnel, to watch out for wildlife while driving through the facility site, to
24 maintain reasonable driving speeds so as not to harass or strike wildlife
25 accidentally, and to be cautious and drive at slower speeds in a period from one
26 hour before sunset to one hour after sunrise when some wildlife species are the
27 most active.
28

29 (d) Requiring construction personnel, including construction contractors and their
30 personnel, to report any injured or dead wildlife detected at the facility site.
31

32 (2) The Certificate Holder shall construct, operate and retire the facility to minimize impacts
33 to vegetation and habitat.
34

35 (a) The energy facility shall be located within previously disturbed Habitat Category
36 6, non-native grassland Habitat Category 4, and palustrine emergent and
37 forested/scrub-shrub wetlands Habitat Category 3.
38

39 (b) The Certificate Holder shall limit Habitat Category 3 impacts to 0.43 acres of
40 permanent impact within palustrine emergent and forested/scrub-shrub wetlands.
41

42 (3) The Certificate Holder shall site transmission towers outside wetlands and waterways to
43 the greatest extent practicable. If the Certificate Holder must site transmission towers in
44 riparian zones or wetlands, the Certificate Holder shall use a monopole design for the

1 transmission towers to minimize ground impacts and vegetation control, except where it
2 would have to cross the existing BPA lines.

- 3
- 4 (4) The Certificate Holder shall prohibit construction and maintenance equipment from
5 entering perennial and intermittent streams, except as follows:
6
- 7 (a) Construction equipment may cross a stream if it is dry;
8
 - 9 (b) Construction equipment may cross streams that are not dry by using temporary
10 structures to bridge the stream in a manner that minimizes disturbance to the bed,
11 banks and water of the stream;
12
 - 13 (c) Construction equipment may cross a wet stream if the Certificate Holder notifies
14 the Division of State Lands, the Oregon Department of Fish and Wildlife
15 (“ODFW”) and the Department of its intent to cross the stream prior to the
16 crossing and these agencies concur that the crossing is acceptable.
17
 - 18 (A) The Certificate Holder shall return any stream bed or bank that it disturbs
19 during construction or maintenance to conditions that are comparable to
20 pre-disturbed conditions, including stabilizing the bed and banks and
21 revegetating the riparian area with appropriate plant species.
22
 - 23 (B) The Certificate Holder shall construct wet stream crossings within the
24 ODFW-designated in-water work period.
25
 - 26 (C) The Certificate Holder shall keep the wet stream crossing width to the
27 minimum needed.
28
- 29 (5) The Certificate Holder shall take advantage of existing roads to the extent practicable.
- 30 (6) Before beginning construction of the energy facility or beginning construction of the
31 transmission lines, and in the appropriate season, the Certificate Holder shall conduct
32 wildlife surveys within 0.25 miles of the site to locate great blue heron rookeries. Should
33 it locate rookeries, the Certificate Holder shall consult with ODFW and the Department
34 to determine the action necessary to avoid adverse impacts. If it cannot avoid impacts,
35 the Certificate Holder shall suspend construction in the affected areas during the critical
36 nesting period of the species, as determined by the Department in consultation with
37 ODFW.
- 38 (7) Should operation of the energy facility diminish the quality of nesting habitat for bald
39 eagles on Crims Island, the Certificate Holder shall mitigate that impact in order to
40 provide no net loss of habitat, plus a net benefit of habitat quality.
- 41 (a) The Certificate Holder shall mitigate to compensate for any loss in habitat quality
42 if, within three complete bald eagle breeding seasons after beginning commercial

1 operation of the energy facility, studies indicate that there has been a negative
2 impact to habitat quality at the bald eagle nest site.

3
4 (b) The Certificate Holder shall collect and provide accurate and timely information
5 to the Department and ODFW on the status (e.g., active or inactive; successful or
6 unsuccessful) of the bald eagle nest site throughout three complete bald eagle
7 breeding seasons after beginning commercial operation of the energy facility.

8
9 (c) The Certificate Holder shall consult with the Department and ODFW to develop a
10 standardized set of procedures for 1) monitoring the nest site, 2) ensuring that the
11 data collected are sufficient for assessing any impact to habitat quality, and 3)
12 ensuring that the data are reported in a timely manner.

13
14 (d) The Certificate Holder, in consultation with the Department and ODFW, shall use
15 the monitoring data to assess whether an impact to habitat quality has occurred.

16
17 (e) If the Department, in consultation with ODFW, determines that a negative impact
18 to habitat quality has occurred as a result of operating the energy facility during
19 the monitoring period, the Certificate Holder shall consult with the Department
20 and ODFW to develop an appropriate mitigation strategy to meet the mitigation
21 goal for Habitat Category 2.

22
23 (f) The Certificate Holder shall fund and implement the mitigation strategy within
24 two years of the Department's determination that a negative impact to the habitat
25 quality for the nesting bald eagles has occurred from operation of the energy
26 facility. [Amendments No. 1 & 3]

27
28 (8) Before beginning construction of the facility, the Certificate Holder shall conduct pre-
29 construction surveys within the analysis area and establish construction buffers around
30 raptor nests during the nesting season, as approved by ODFW. If it is not practical for
31 the Certificate Holder to avoid the nests of non-listed, threatened or endangered raptor
32 species, the Certificate Holder shall implement in a timely manner a mitigation project
33 approved by ODFW that meets the requirements of the Habitat Mitigation policy for "no
34 net loss" appropriate to the Habitat Category. An exception to this is the artificial nesting
35 platform located adjacent to the energy facility site that was installed by Clatskanie PUD
36 to deter ospreys from nesting on a nearby PUD power pole. Protection buffers or other
37 restrictions and mitigation do not apply to this artificial nesting site and are not required
38 by ODFW. [Amendment No. 3]

39 (9) The Certificate Holder shall schedule construction at the existing raw water intake pump
40 station to avoid the purple martin nesting season (April 1 through June 30). Before
41 beginning construction at the existing raw water intake pump station, the Certificate
42 Holder shall conduct a survey to determine the exact location of any purple martin nests.
43 Should the Certificate Holder cause unavoidable impacts to occur to any purple martin

- 1 nest, it shall construct, install and maintain an artificial nest site at a nearby location. It
2 shall pick an appropriate location in consultation with ODFW and the Department.
- 3 (10) When working around riparian areas or waterways, the Certificate Holder shall use only
4 herbicide labeled for use in those areas. The Certificate Holder shall abide by all labeling
5 instructions when using herbicides for vegetation maintenance associated with the energy
6 facility and transmission lines rights-of-way.
- 7 (11) The Certificate Holder shall locate chemical storage, servicing of construction and
8 maintenance equipment and vehicles, and overnight storage of wheeled vehicles at least
9 330 feet from any wetland or waterway.
- 10 (12) The Certificate Holder shall not construct any structure other than fences, signs and the
11 water supply pipeline within 50 feet of any Class I river, stream or the emergent
12 vegetation adjacent to such a river or stream or within 25 feet of any other rivers, streams,
13 and sloughs or the emergent vegetation adjacent to such a river, stream, or slough or
14 within the riparian corridors established under Columbia County Zoning Ordinance
15 Section 1172, as appropriate for the local jurisdiction. [Amendment No. 2]
16
- 17 (13) To mitigate for impacts to 19 acres of non-native grassland, the Certificate Holder shall
18 protect 19 acres of on-site emergent wetland habitat identified in the ASC by execution of
19 a conservation easement for the life of the energy facility. Before beginning construction
20 of Phase 1 of the energy facility, the Certificate Holder shall provide a copy of the
21 conservation easement or similar conveyance to the Department. [Amendment No. 1]
- 22 (14) The Certificate Holder shall restore temporary upland and wetland disturbance areas by
23 returning the areas to their original grade and seeding, with appropriate seed mixes as
24 recommended by ODFW and as shown in Table P-7 (ASC, Exhibit P, page P-34), and by
25 mulching the areas with straw. The Certificate Holder shall obtain ODFW and
26 Department concurrence before changing the proposed seed mix.
- 27 (15) The Certificate Holder shall not clear any more riparian vegetation than is necessary for
28 the permitted land use, including clearing required for safety purposes, during
29 construction or operation of the facility.
- 30 (16) During construction of the transmission line(s) and maintenance of the rights-of-way, the
31 Certificate Holder shall limit clearing of vegetation in riparian areas and wetlands to that
32 needed to prevent contact with the transmission line and to meet clearance standards for
33 safety and transmission line reliability, as provided in the appropriate sections of the
34 National Electrical Code. [Amendment No. 2]
- 35 (17) The Certificate Holder shall mitigate for impacts to riparian shrub and forest habitat that
36 result in canopy cover of less than 25 percent by revegetating these areas with appropriate
37 native woody species according to the Typical Revegetation Plan (ASC, Exhibit Q, page
38 Q-6.1).

- 1 (18) The Certificate Holder shall, as soon as practicable and appropriate after completing
2 construction in an area, implement the mitigation measures specified in Conditions
3 D.8(13), D.8(14) and D.8(17).
- 4 (19) The Certificate Holder shall monitor revegetated areas for a period of five years and shall
5 ensure that new vegetation has an 80 percent survival rate.
- 6 (20) The Certificate Holder shall monitor and control nuisance and invasive plant species
7 annually for a period of five years in areas where vegetation removal and/or revegetation
8 has occurred in (1) riparian areas and wetlands along the transmission line rights-of-way,
9 and (2) in areas temporarily disturbed by construction of the raw water, gas, and process
10 water discharge lines, in the temporary construction staging and laydown area northwest
11 of the energy facility site, and in the spoils disposal site. [Amendment No. 3]
- 12 (21) The Certificate Holder shall submit an annual monitoring report to ODFW and the
13 Department during the five-year monitoring period specified in Condition D.8(20).
- 14 (22) Within one year after completion of construction of the facility or the Port Westward to BPA
15 Allston Substation Transmission Line, if constructed separately, the Certificate Holder shall
16 provide a summary report to ODFW and the Department that identifies the revegetation
17 actions it took and the results of revegetation monitoring conducted to that time. If the
18 Certificate Holder constructs the energy facility in phases, the Certificate Holder shall
19 provide the summary report to ODFW and the Department within one year after completion
20 of each phase. [Amendment No. 1]
- 21 (23) Within three months after completion of the final annual monitoring survey, the
22 Certificate Holder shall provide a report to ODFW and the Department that presents the
23 results of its revegetation monitoring.
- 24 (24) If revegetation is not successful at establishing appropriate plant cover and controlling
25 erosion, the Certificate Holder shall take remedial actions as the Department directs.
26
- 27 **D.9 THREATENED AND ENDANGERED SPECIES**
28
- 29 (1) Before beginning construction of the transmission line between the BPA Allston
30 Substation and the Trojan Nuclear Plant, the Certificate Holder shall direct qualified
31 personnel to conduct species ground surveys along the transmission line corridor and
32 within 150 feet on either side of the transmission line corridor at the appropriate time of
33 year to determine the presence of listed plant species. If listed plant species are identified
34 in the course of the species ground surveys, their presence shall be noted on maps, and
35 PGE shall provide copies of the maps to the Department and the Department of
36 Agriculture.
37
- 38 (2) During construction of the transmission lines, the Certificate Holder shall manipulate
39 construction equipment and site poles, towers and access roads to avoid impacts, except

1 as provided in Condition D.9(4), to known populations of state- or federally-listed plant
2 species.

3
4 (3) The Certificate Holder shall ensure that all maintenance practices along the transmission
5 line corridor minimize impacts to known populations of listed plant species.

6
7 (4) In the event the Certificate Holder determines that it cannot avoid known populations of
8 listed plant species, the Certificate Holder shall engage qualified personnel to determine
9 whether the proposed action has the potential to reduce appreciably the likelihood of the
10 survival or recovery of the listed species, notify the Department of its findings, and obtain
11 approval from the Oregon Department of Agriculture before proceeding with
12 construction activities that affect the listed plant species. (OAR 603-073-0090).

13
14 (5) Before beginning construction of the transmission line, the Certificate Holder shall
15 employ measures to protect raptors in the design and construction of transmission lines.
16 It shall design all energized transmission conductors with either a minimum separation of
17 nine feet or other measures to reduce the potential for electrocution of raptors or other
18 birds.

19
20 (6) The Certificate Holder shall not conduct construction activities at the transmission line
21 terminus at the Trojan Nuclear Plant that generate extreme noise or high levels of visual
22 disturbance during the peregrine falcon critical nesting period from January 1 to June 30.
23 Such activities include pile driving, excavation, and grading for ground stabilization
24 purposes and site preparation. Construction activities involving lower levels of visible
25 activity and less noise are allowed throughout the year. These include such activities as
26 excavating and setting forms, pouring footings, erecting power line towers and bus duct,
27 hanging conductor wires, installing control wires, and testing.

28
29 (a) Prior to beginning construction at the terminus site, the Certificate Holder shall
30 provide the Department and ODFW with a final construction schedule that lists
31 various construction activities, and time periods when specific work will be
32 conducted. The schedule shall include information on the types of heavy
33 construction equipment that will be used and the approximate number of workers
34 and shall demonstrate that the construction activities are consistent with the
35 limitations of this condition. The Certificate Holder shall provide scheduling
36 updates as necessary to alert the Department and ODFW ahead of time of any
37 proposed changes in the work schedule should the changes occur during the
38 critical nesting period.

39
40 (b) The Certificate Holder shall monitor peregrine falcon activity at the transmission
41 line terminus at the Trojan Nuclear Plant between January 1 to June 30 of
42 construction years. Before beginning construction at the transmission line
43 terminus at the Trojan Nuclear Plant, the Certificate Holder shall coordinate with
44 ODFW and the Department and shall consequently prepare a peregrine falcon
45 contingency plan. This contingency plan shall address actions that the Certificate

1 Holder would undertake in the event that the Department and ODFW determine
2 that monitoring shows the peregrine falcon pair's nesting activities are negatively
3 affected by the transmission line construction activities.
4

5 (c) The Certificate Holder shall not proceed with construction activity at the
6 transmission line terminus at the Trojan Nuclear Plant during the peregrine falcon
7 critical nesting period from January 1 to June 30 to the extent that ODFW or the
8 Department determines that the activity is not consistent with the limitations of
9 this condition. [Amendment No. 3]
10

11 (7) The Certificate Holder shall plant suitable vegetative species for deer forage and cover
12 within the wetland mitigation/enhancement area.
13

14 (8) The Certificate Holder shall coordinate with ODFW about whether to conduct site-
15 specific fish sampling at waterways that do not have confirmation of species presence or
16 absence along the transmission line corridor. If ODFW recommends that the Certificate
17 Holder conduct site-specific sampling, the Certificate Holder shall do so and report the
18 results to ODFW and the Department.
19

20 (9) The Certificate Holder shall not undertake construction at the energy facility site during
21 the bald eagle nesting season unless it obtains a final Biological Opinion and Incidental
22 Take Statement issued by the U.S. Fish and Wildlife Service that addresses potential
23 impacts to the bald eagle nest site on the northwest tip (downstream end) of Crims Island.
24

25 (a) The Certificate Holder shall construct and operate the energy facility consistent
26 with the final Biological Opinion and Incidental Take Statement issued by the
27 U.S. Fish and Wildlife Service.
28

29 (b) If the requirements of the Biological Opinion and Incidental Take Statement
30 conflict with any conditions imposed in this Site Certificate, the Certificate
31 Holder shall consult with the Department and ODFW to resolve the conflicts prior
32 to taking any action in reliance on the Biological Opinion and Incidental Take
33 Statement. [Amendment No. 3]
34

35 **D.10. SCENIC AND AESTHETIC VALUES** 36

37 (1) During construction of the facility, the Certificate Holder shall ensure that contractors
38 move equipment out of the construction area when it is no longer expected to be used.
39 To the extent practical, contractors shall lower equipment with long arms, such as cranes,
40 bucket trucks, backhoes, when not in use in order to minimize visibility.
41

42 (2) During construction of the facility, the Certificate Holder shall control dust through the
43 application of water.
44

- 1 (3) During construction of the energy facility, the Certificate Holder shall use directing and
2 shielding devices on lights to minimize off-site glare. When there is no nighttime
3 construction activity, the Certificate Holder shall minimize night lighting consistent with
4 safety and security requirements.
5
- 6 (4) During operation of the energy facility, the Certificate Holder shall use directing and
7 shielding devices on lights to minimize off-site glare, consistent with safety and security
8 requirements.
9
- 10 (5) Before beginning construction of the energy facility, the Certificate Holder shall submit
11 to Columbia County and the Department an outdoor lighting plan that shows how it will
12 minimize glare from the energy facility site, consistent with Conditions D.10(3) and
13 D.10(4).
14
- 15 (6) The Certificate Holder shall paint structures with low-glare paint in colors selected to
16 complement the surrounding foreground and background colors.
17
- 18 (7) After completion of construction of related and supporting pipelines in an area, the
19 Certificate Holder shall re-vegetate any undeveloped areas disturbed by construction
20 activities using native species, including grasses, shrubs, and trees. If necessary, the
21 Certificate Holder shall water re-vegetated areas on a regular basis until the plant species
22 have been successfully established.
23

24 **D.11. HISTORIC, CULTURAL AND ARCHAEOLOGICAL RESOURCES**

25

- 26 (1) Before beginning construction of the Port Westward to BPA Allston Substation
27 Transmission Line or the BPA Allston Substation to Trojan Transmission Line, the
28 Certificate Holder shall complete an archaeological survey of the approved transmission
29 line corridors in consultation with the Oregon Historic Preservation Office (“SHPO”), the
30 Confederated Tribes of the Warm Springs Indian Reservation of Oregon, the
31 Confederated Tribes of the Grand Ronde Community of Oregon, the Confederated Tribes
32 of the Siletz Indian Reservation of Oregon, the Chinook Tribe in Washington, and
33 appropriate federal agencies. The Certificate Holder shall ensure that a qualified
34 archaeologist evaluates all cultural resources identified during the cultural resources
35 survey. The Certificate Holder shall report to SHPO and the Department about whether
36 its archaeologist recommends that a discovery is significant or not significant. If SHPO
37 determines that a discovery is significant, the Certificate Holder shall make
38 recommendations to the Council for mitigation in consultation with SHPO, the
39 Department, the tribes, and other appropriate parties. Mitigation measures shall include
40 avoidance or data recovery. [Amendment No. 1]
41
- 42 (2) During construction of the facility, the Certificate Holder shall ensure that a qualified
43 person instructs construction personnel in the identification of cultural materials.
44

- 1 (3) During construction of the facility, in the event any artifacts or other cultural materials
2 are identified, the Certificate Holder shall cease all ground-disturbing activities until a
3 qualified archaeologist can evaluate the significance of the find. The Certificate Holder
4 shall report to SHPO and the Department about whether its archaeologist recommends
5 the artifacts or cultural materials are significant or not significant. If SHPO determines
6 that the materials are significant, the Certificate Holder shall make recommendations to
7 the Council for mitigation in consultation with SHPO, the Department, the tribes, and
8 other appropriate parties. Mitigation measures shall include avoidance or data recovery.
9 The Certificate Holder shall not restart work in the affected area until it has demonstrated
10 to the Department that it has complied with the archaeological permit requirements
11 administered by SHPO. [Amendment No. 1]
12
- 13 (4) The Certificate Holder shall allow monitoring by the Confederated Tribes of the Warm
14 Springs Indian Reservation of Oregon, the Confederated Tribes of the Grand Ronde
15 Community of Oregon, the Confederated Tribes of the Siletz Indian Reservation of
16 Oregon, and the Chinook Tribe in Washington of earth-moving activities within any
17 areas with a potential for containing archaeological remains.
18
- 19 (5) Before beginning construction of the facility or of the Port Westward to BPA Allston
20 Substation Transmission Line separately, the Certificate Holder shall notify the
21 Confederated Tribes of the Warm Springs Indian Reservation of Oregon, the
22 Confederated Tribes of the Grand Ronde Community of Oregon, the Confederated Tribes
23 of the Siletz Indian Reservation of Oregon, and the Chinook Tribe in Washington and
24 provide their representatives the opportunity to be available for periodic on-site
25 monitoring during construction activities. If the Certificate Holder constructs the energy
26 facility in phases, the Certificate Holder shall notify the Tribes prior to construction of
27 each phase. [Amendment No. 1]
28
- 29 (6) If construction activities for the secondary gas pipeline occur at a level below the sandy
30 dredge fill (a depth of 10 feet), then the Site Certificate holder or NW Natural shall
31 immediately contact the State Historic Preservation Officer. [Amendment 5]
32
33

34 **D.12. RECREATION**

35 [No Conditions]
36

37 **D.13. PUBLIC SERVICES**

- 38
- 39 (1) During construction, the Certificate Holder shall hire a contractor to provide chemical
40 toilet services or other appropriate facilities for construction personnel.
41
- 42 (2) The Certificate Holder shall pay to Columbia County or its designee the appropriate
43 Transportation Improvement Contribution (“TIC”) set forth in Section 2.1 of the
44 Agreement between Columbia County and Portland General Electric Company dated
45 June 5, 2002 (“Agreement”).

- 1
2 (3) The Certificate Holder shall not agree to amend the Agreement with Columbia County to
3 reduce, revoke or waive the requirement for payment of the appropriate TIC without prior
4 approval of the Council; however, such approval by the Council shall not require an
5 amendment to the Site Certificate.
6
7 (4) Before beginning construction of the energy facility, the Certificate Holder shall
8 coordinate with Columbia County the improvement and maintenance of signage and
9 striping at the mainline rail crossing on Kallunki Road, including the installation of “**DO**
10 **NOT STOP ON TRACKS**” signs.
11
12 (5) If construction of the energy facility occurs concurrently with construction of other
13 projects in the Port Westward Industrial Area, the Certificate Holder shall coordinate
14 with other users of the Port Westward Industrial Area to provide a carpooling program
15 that identifies and/or creates park-and-ride locations to facilitate carpooling.
16
17 (6) If construction of the energy facility occurs concurrently with construction of other
18 projects in the Port Westward Industrial Area, the Certificate Holder shall coordinate
19 with Columbia County and other users of the Port Westward Industrial Area on the
20 implementation of a staggered shift schedule if Columbia County determines that traffic
21 conditions warrant it.
22
23 (7) During construction of the energy facility, the Certificate Holder shall use barge and
24 railroad deliveries of bulk materials to the extent practicable to minimize the number of
25 freight truck deliveries on local roads.
26
27 (8) The Certificate Holder shall construct a fire protection system within the buildings and
28 yard areas of the energy facility site that meets the requirements of the Uniform Fire
29 Code, as amended by Oregon and the National Fire Protection Association standards, and
30 all other applicable fire protection standards in effect at the time of construction.
31
32 (9) The Certificate Holder shall provide a dedicated reserve capacity of 180,000 gallons in
33 the raw water storage tank to serve as the fire suppression water source.
34
35 (10) For fire truck access, the minimum inside turning radius of curves in the road system on
36 the energy facility site shall be 40 feet.
37

38 **D.14. WASTE MINIMIZATION, OAR 345-022-0120**
39

- 40 (1) During construction, operation and retirement of the energy facility, the Certificate
41 Holder shall separate recyclable materials from the solid waste stream to the extent
42 practicable, store those materials on site until sufficient quantities exist to make recycling
43 economic, and periodically deliver or sell those materials to a recycling facility.
44

- 1 (2) During construction, operation and retirement of the energy facility, the Certificate
2 Holder shall segregate all used oil, mercury-containing lights, and lead-acid and nickel-
3 cadmium batteries, store such materials on site, and deliver such materials to a recycling
4 firm specializing in the proper disposal of such materials.
5
- 6 (3) Upon completion of construction, the Certificate Holder shall dispose of all temporary
7 structures not required for facility operation and all timber, brush, refuse, and flammable
8 or combustible material resulting from clearing of land and construction of the facility.
9
- 10 (4) During operation of the energy facility, the Certificate Holder shall convey all storm
11 water and water discharges other than sanitary sewage to pervious areas to allow for
12 percolation into the shallow groundwater.
13
- 14 (5) During operation of the energy facility, the Certificate Holder shall use internal recycling
15 of aqueous streams whereby water shall be recycled several times in the cooling system
16 before being discharged.
17

18 **D.15. CARBON DIOXIDE STANDARD**

- 19
- 20 (1) Before beginning construction of the energy facility, the Certificate Holder shall submit
21 to The Climate Trust a bond or letter of credit in the amount of the monetary path
22 payment requirement (in 2002 dollars) as determined by the calculations set forth in
23 Condition D.15(3) and based on the estimated heat rates and capacities certified pursuant
24 to Condition D.15(4) and as adjusted in accordance with the terms of this Site Certificate
25 pursuant to Condition D.15(3)(c). For the purposes of this Site Certificate, the "monetary
26 path payment requirement" means the offset funds determined pursuant to OAR 345-024-
27 0550 and -0560 and the selection and contracting funds that the Certificate Holder must
28 disburse to The Climate Trust, as the qualified organization, pursuant to OAR 345-024-
29 0710 and this Site Certificate. The offset fund rate for the monetary path payment
30 requirement shall be \$0.85 per ton of carbon dioxide (in 2002 dollars). The calculation of
31 2002 dollars shall be made using the Index set forth in Condition D.3(5) and as required
32 below in subsection (g). [Amendment No. 1]
33
- 34 (a) The form of the bond or letter of credit and identity of the issuer shall be subject
35 to approval by the Council.
36
- 37 (b) The form of the Memorandum of Understanding "MOU") between the Certificate
38 Holder and the Climate Trust establishing the disbursement mechanism to transfer
39 selection and contracting funds and offset funds to The Climate Trust shall be
40 substantially in the form of Attachment A to this Site Certificate.
41
- 42 (c) Either the Certificate Holder or The Climate Trust may submit to the Council for
43 the Council's resolution any dispute between the Certificate Holder and The
44 Climate Trust that concerns the terms of the bond, letter of credit, or MOU
45 concerning the disbursement mechanism for the monetary path payments, or any

1 other issues related to the monetary path payment requirement. The Council's
2 decision shall be binding on all parties.

3
4 (d) The bond or letter of credit shall remain in effect until such time as the Certificate
5 Holder has disbursed the full amount of the monetary path payment requirement
6 to The Climate Trust. The Certificate Holder may reduce the amount of the bond
7 or letter of credit commensurate with payments it makes to The Climate Trust.
8 The bond or letter of credit shall not be subject to revocation before disbursement
9 of the full monetary path payment requirement.

10
11 (e) In the event that the Council approves a new Certificate Holder for the energy
12 facility:

13
14 (A) The new Certificate Holder shall submit to the Council for the Council's
15 approval the form of a bond or letter of credit that provides comparable
16 security to the bond or letter of credit of the current Certificate Holder.
17 The Council's approval of a new bond or letter of credit shall not require a
18 site certificate amendment.

19
20 (B) The new Certificate Holder shall submit to the Council for the Council's
21 approval the form of an MOU between the new Certificate Holder and The
22 Climate Trust that is substantially in the form of Attachment A to this Site
23 Certificate. In the case of a dispute between the new Certificate Holder
24 and The Climate Trust concerning the disbursement mechanism for
25 monetary path payments or any other issues related to the monetary path
26 payment requirement, either party may submit the dispute to the Council
27 for the Council's resolution as provided in Condition D.15(1)(c). Council
28 approval of a new MOU shall not require a site certificate amendment.

29
30 (f) If calculations pursuant to Condition D.15(5) demonstrate that the Certificate
31 Holder must increase its monetary path payments, the Certificate Holder shall
32 increase the bond or letter of credit sufficiently to meet the adjusted monetary
33 path payment requirement within the time required by Condition D.15(3)(c).
34 Alternately, the Certificate Holder may disburse any additional required funds
35 directly to The Climate Trust within the time required by Condition D.15(3)(c).

36
37 (g) The amount of the bond or letter of credit shall increase annually by the
38 percentage increase in the Index, and the disbursement of funds shall be pro-rated
39 within the year to the date of disbursement to The Climate Trust from the calendar
40 quarter of Council approval of the Site Certificate.

41
42 (2) The Certificate Holder shall disburse to The Climate Trust offset funds and selection and
43 contracting funds as requested by The Climate Trust. The Certificate Holder shall make
44 disbursements in response to requests from The Climate Trust in accordance with
45 subsections (a), (b), and (c).

- 1
- 2 (a) The Certificate Holder shall disburse all selection and contracting funds to The
- 3 Climate Trust before beginning construction.
- 4
- 5 (b) Upon notice pursuant to subsection (c), The Climate Trust may request from the
- 6 issuer of the bond or letter of credit the full amount of all offset funds available or
- 7 it may request partial payment of offset funds at its sole discretion.
- 8 Notwithstanding the specific amount of any contract to implement an offset
- 9 project, The Climate Trust may request up to the full amount of offset funds the
- 10 Certificate Holder is required to provide to meet the monetary path payment
- 11 requirement.
- 12
- 13 (c) The Climate Trust may request disbursement of offset funds by providing notice
- 14 to the issuer of the bond or letter of credit that The Climate Trust has executed a
- 15 letter of intent to acquire an offset project. The Certificate Holder shall provide
- 16 that the issuer of the bond or letter of credit disburse offset funds to The Climate
- 17 Trust within three business days of a request by The Climate Trust for the offset
- 18 funds in accordance with the terms of the bond or letter of credit.
- 19
- 20 (3) The Certificate Holder shall submit all monetary path payment requirement calculations
- 21 to the Department for verification in a timely manner before submitting a bond or letter
- 22 of credit for Council approval and before entering into an MOU with The Climate Trust.
- 23 The Certificate Holder shall use the contracted design parameters for capacities and heat
- 24 rates that it reports pursuant to Condition D.15(4) to calculate the estimated monetary
- 25 path payment requirement, along with the estimated annual hours of operation of power
- 26 augmentation technologies. The Certificate Holder shall use the Year One Capacities and
- 27 Year One Heat Rates that it reports for the facility pursuant to Condition D.15(5) to
- 28 calculate whether it owes additional monetary path payments.
- 29
- 30 (a) The net carbon dioxide emissions rate for the base load gas plant shall not exceed
- 31 0.675 pounds of carbon dioxide per kilowatt-hour of net electric power output,
- 32 with carbon dioxide emissions and net electric power output measured on a new
- 33 and clean basis, as defined in OAR 345-001-0010.
- 34
- 35 (b) The net carbon dioxide emissions rate for incremental emissions for the facility
- 36 operating with power augmentation technologies that increase the capacity and
- 37 heat rate of the facility above the capacity and heat rate that it can achieve as a
- 38 base load gas plant on a new and clean basis (“power augmentation
- 39 technologies”) shall not exceed 0.675 pounds of carbon dioxide per kilowatt-hour
- 40 of net electric power output, with carbon dioxide emissions and net electric power
- 41 output measured on a new and clean basis, as the Department may modify such
- 42 basis pursuant to Condition D.15(4)(d).
- 43
- 44 (c) When the Certificate Holder submits the Year One Test reports required in
- 45 Condition D.15(5), it shall increase its monetary path payments if the calculation

1 using reported data shows that the adjusted monetary path payment requirement
2 exceeds the monetary path payment requirement for which the Certificate Holder
3 had provided a bond or letter of credit before beginning construction, pursuant to
4 Condition D.15(1). The Certificate Holder shall submit its calculations to the
5 Department for verification.
6

7 (A) The Certificate Holder shall make the appropriate calculations and fully
8 disburse any increased funds directly to The Climate Trust within 30 days
9 of filing the Year One Test reports.
10

11 (B) In no case shall the Certificate Holder diminish the bond or letter of credit
12 it provided before beginning construction or receive a refund from The
13 Climate Trust based on the calculations made using the Year One
14 Capacities and the Year One Heat Rates.
15

16 (4) The Certificate Holder shall include an affidavit certifying the heat rates and capacities
17 reported in subsections (a) and (b).
18

19 (a) Before beginning construction of the energy facility, the Certificate Holder shall
20 notify the Council in writing of its final selection of a gas turbine vendor and heat
21 recovery steam generator vendor and shall submit written design information to
22 the Council sufficient to verify the base-load gas plant's designed new and clean
23 heat rate (higher heating value) and its net power output at the average annual site
24 condition.
25

26 (b) Before beginning construction of the energy facility, the Certificate Holder shall
27 submit written design information to the Council sufficient to verify the facility's
28 designed new and clean heat rate and its net power output at the average annual
29 site condition when operating with power augmentation technologies.
30

31 (c) Before beginning construction of the energy facility, the Certificate Holder shall
32 specify the estimated annual average hours that it expects to operate the power
33 augmentation technologies.
34

35 (d) Upon a timely request by the Certificate Holder, the Department may approve
36 modified parameters for testing the power augmentation technologies on a new
37 and clean basis, pursuant to OAR 345-024-0590(1). The Department's approval
38 of modified testing parameters for power augmentation technologies shall not
39 require a site certificate amendment.
40

41 (5) Within the first 12 months of commercial operation of the energy facility, the Certificate
42 Holder shall conduct a 100-hour test at full power without power augmentation
43 technologies ("Year One Test-1") and a test at full power with power augmentation
44 technologies ("Year One Test-2"). A 100-hour test performed for purposes of the

1 Certificate Holder's commercial acceptance of the facility shall suffice to satisfy this
2 condition in lieu of testing after beginning commercial operation.

3
4 (a) Year One Test-1 shall determine the actual heat rate ("Year One Heat Rate-1")
5 and the net electric power output ("Year One Capacity-1") on a new and clean
6 basis, without degradation, with the results adjusted for the average annual site
7 condition for temperature, barometric pressure, and relative humidity, and using a
8 rate of 117 pounds of carbon dioxide per million Btu of natural gas fuel pursuant
9 to OAR 345-001-0010(35).

10
11 (b) Year One Test-2 shall determine the actual heat rate ("Year One Heat Rate-2")
12 and net electric power output ("Year One Capacity-2") for the facility operating
13 with power augmentation technologies, without degradation, with the results
14 adjusted for the average annual site condition for temperature, barometric
15 pressure and relative humidity, and using a rate of 117 pounds of carbon dioxide
16 per million Btu of natural gas fuel pursuant to OAR 345-001-0010(35). The full
17 power test shall be 100 hours duration unless the Department has approved a
18 different duration pursuant to Condition (4)(d).

19
20 (c) The Certificate Holder shall notify the Department at least 60 days before
21 conducting the tests required in subsections (a) and (b) unless a shorter time is
22 mutually agreed upon.

23
24 (d) Before conducting the tests required in subsections (a) and (b), the Certificate
25 Holder shall, in a timely manner, provide to the Department a copy of the protocol
26 for conducting the tests.

27
28 (e) Within two months after completing the Year One Tests, the Certificate Holder
29 shall provide to the Council a report of the results of the Year One Tests.

30
31 (6) If calculations pursuant to Condition D.15(7) demonstrate that the Certificate Holder
32 must supplement its monetary path payments ("supplemental monetary path payment
33 requirement"), the Certificate Holder shall provide a bond or letter of credit sufficient to
34 meet the supplemental monetary path payment requirement within the time required by
35 Condition D.15(7)(b). The bond or letter of credit shall not be subject to revocation
36 before disbursement of the supplemental monetary path payment requirement.
37 Alternately, the Certificate Holder may disburse in cash any such supplemental monetary
38 path payments directly to The Climate Trust within the time required by
39 Condition D.15(7).

40
41 (7) The Certificate Holder shall submit all supplemental monetary path payment requirement
42 calculations to the Department for verification. The Certificate Holder shall use the Year
43 One Capacity-2 and Year One Heat Rate-2 that it reports for the facility pursuant to
44 Condition D.15(5)(b) to calculate whether it owes supplemental monetary path payments,
45 pursuant to subsections (a) and (b).

- 1
- 2 (a) Each five years after beginning commercial operation of the energy facility
- 3 (“five-year reporting period”), the Certificate Holder shall report to the
- 4 Department the annual average hours the facility operated with power
- 5 augmentation technologies during that five-year reporting period, pursuant to
- 6 OAR 345-024-0590(6). The Certificate Holder shall submit five-year reports to
- 7 the Department within 30 days of the anniversary date of beginning commercial
- 8 operation of the energy facility.
- 9
- 10 (b) If the Department determines that the energy facility exceeds the projected net
- 11 total carbon dioxide emissions calculated pursuant to Conditions D.15(4) and
- 12 D.15(5), prorated for five years, during any five-year reporting period described
- 13 in subsection (a), the Certificate Holder shall offset excess emissions for the
- 14 specific reporting period according to subsection (A) and shall offset the
- 15 estimated future excess emissions according to subsection (B), pursuant to OAR
- 16 345-024-0600(4). The Certificate Holder shall offset excess emissions using the
- 17 monetary path as described in OAR 345-024-0710, except that contracting and
- 18 selecting funds shall equal twenty (20) percent of the value of any offset funds up
- 19 to the first \$250,000 (in 2002 dollars) and 4.286 percent of the value of any offset
- 20 funds in excess of \$250,000 (in 2002 dollars). The Certificate Holder shall
- 21 disburse the funds to The Climate Trust within 30 days after notification by the
- 22 Department of the amount that the Certificate Holder owes.
- 23
- 24 (A) In determining the excess carbon dioxide emissions that the Certificate
- 25 Holder must offset for a five-year period, the Department shall apply OAR
- 26 345-024-0600(4)(a). The Certificate Holder shall pay for the excess
- 27 emissions at \$0.85 per ton of carbon dioxide emissions (in 2002 dollars).
- 28 The Department shall notify the Certificate Holder and The Climate Trust
- 29 of the amount of payment required, using the monetary path, to offset
- 30 excess emissions.
- 31
- 32 (B) The Department shall calculate estimated future excess emissions and
- 33 notify the Certificate Holder of the amount of payment required, using the
- 34 monetary path, to offset them. To estimate excess emissions for the
- 35 remaining period of the deemed 30-year life of the facility, the Department
- 36 shall use the parameters specified in OAR 345-024-0600(4)(b). The
- 37 Certificate Holder shall pay for the estimated excess emissions at \$ 0.85
- 38 per ton of carbon dioxide (in 2002 dollars). The Department shall notify
- 39 the Certificate Holder of the amount of payment required, using the
- 40 monetary path, to offset future excess emissions.
- 41
- 42 (8) The combustion turbine for the base-load gas plant and power augmentation technologies
- 43 shall be fueled solely with pipeline quality natural gas or with synthetic gas with a carbon
- 44 content per million Btu no greater than pipeline-quality natural gas.
- 45

- 1 (9) With respect to incremental capacity and fuel consumption increases for which the
2 Certificate Holder has not previously complied with the carbon dioxide standard, the
3 Certificate Holder shall comply substantially with Conditions D.15(1) through D.15(8) in
4 lieu of the Council’s requiring an amendment, provided that:
5
6 (a) The Council determines, pursuant OAR 345-027-0050, that the Certificate Holder
7 does not otherwise require an amendment, and further provided that:
8
9 (b) The Certificate Holder shall meet the appropriate carbon dioxide emissions
10 standard and monetary offset rate in effect at the time the Council makes its
11 determination pursuant to OAR 345-027-0050.
12
13 (10) Notwithstanding Conditions D.15(1) through d.15(9), if the Certificate Holder begins
14 construction of the Port Westward to BPA Allston Substation Transmission Line, but no
15 other part of the energy facility or other related or supporting facilities, the Certificate
16 Holder shall not be required to comply with Conditions D.15(1) through D.15(9). The
17 Certificate Holder shall comply with Conditions D.15(1) through D.15(9) in connection
18 with construction of any part of the energy facility or related or supporting facilities other
19 than the Port Westward to BPA Allston Substation Transmission Line.
20
21 (11) If the Certificate Holder begins construction of Phase 1, but not Phase 2, the Certificate
22 Holder shall comply with Conditions D.15(1) through D.15(9) for Phase 1. If the
23 Certificate Holder later begins construction of Phase 2, the Certificate Holder shall
24 comply with Conditions D.15(1) through D.15(9)for Phase 2. [Amendment No. 1]
25

26 **E. OTHER APPLICABLE REGULATORY REQUIREMENTS**

27 **E.1. REQUIREMENTS UNDER COUNCIL JURISDICTION**

28
29 **E.1.a. Noise**

- 30
31 (1) During construction of the facility, the Certificate Holder shall schedule most heavy
32 construction to occur during daylight hours. Construction work at night shall be limited
33 to work inside buildings and other structures when possible.
34
35 (2) During construction of the facility, the Certificate Holder shall require contractors to
36 equip all combustion engine-powered equipment with exhaust mufflers.
37
38 (3) During construction of the energy facility, transmission lines or other related or
39 supporting facilities, the Certificate Holder shall establish a complaint response system at
40 the construction manager’s office to address noise complaints.
41
42 (4) Within six months after the start of commercial operation of the energy facility, the
43 Certificate Holder shall retain a qualified noise specialist to measure noise levels
44 associated with the energy facility operation when environmental conditions are expected

1 to result in maximum sound propagation between the source and the receivers and when
2 the energy facility is operating in a typical operations mode that produces maximum
3 noise levels.

4
5 (a) The specialist shall measure noise levels at sites (1), (2), (5), and (6), as described
6 in Exhibit X of the ASC, to determine if actual noise levels are within the levels
7 specified in the applicable noise regulations in OAR 345-035-0035(1)(b)(B)(i).

8
9 (b) The Certificate Holder shall report the results of the noise evaluation to the
10 Department.

11
12 (c) If actual noise levels do not comply with applicable DEQ regulations, the
13 Certificate Holder shall take those actions necessary to comply with the
14 regulations as soon as practicable.

15
16 (d) If initial measurements show that actual noise levels increase at site (5) by 7 dBA
17 or more, the Certificate Holder shall measure the noise levels as specified in this
18 condition and shall repeat the process outlined in subsections (a), (b), and (c) for
19 site (5) within six months after completion of the initial measurements.

20
21 (5) The Certificate Holder shall install silencers on short duration noise sources (e.g. steam
22 vents) from the heat recovery steam generator.

23
24 **E.1.b. Wetlands and Removal/Fill Permit**

25
26 (1) Before beginning construction of Phase 1 of the energy facility or the Port Westward to
27 BPA Allston Substation Transmission Line, as appropriate, the Certificate Holder shall
28 obtain a U.S. Army Corps of Engineers and Oregon Division of State Lands Joint
29 Removal/Fill Permit substantially in the form of the Removal/Fill Permit in
30 Attachment C; provided, that mitigation required under the Removal/Fill Permit shall
31 allow for accommodation of Corps of Engineers mitigation requirements, subject to the
32 concurrence of the Department, in consultation with the Division of State Lands and
33 affected federal agencies. [Amendment No. 1]

34
35 (2) The Certificate Holder shall comply with state laws and rules applicable to the
36 Removal/Fill Permit that are adopted in the future to the extent that such compliance is
37 required under the respective statutes and rules.

38
39 (3) The Certificate Holder shall clearly stake the wetland boundary adjacent to the spoils
40 disposal area and the wetland number 4 boundary adjacent to the construction
41 laydown/staging areas in the vicinity of the energy facility prior to any ground disturbing
42 activity in the spoils disposal area or in the construction laydown/staging areas in the
43 vicinity of the energy facility, and shall maintain the staking until all ground-disturbing
44 activities in the spoils disposal area and in the construction laydown/staging areas in the
45 vicinity of the energy facility have been completed. The Certificate Holder shall instruct

1 all contractors disposing of soil in the spoils disposal area and using the construction
2 laydown/staging areas in the vicinity of the energy facility about the purpose of the
3 staking and shall require them to avoid any impact to the wetlands. [Amendment No. 3]
4

5 **E.1.c. Public Health and Safety**
6

- 7 (1) If local public safety authorities notify the Certificate Holder and the Department that the
8 operation of the energy facility is contributing significantly to ground level fogging or
9 icing along public roads and is likely to pose a significant threat to public safety, the
10 Certificate Holder shall cooperate with local public safety authorities regarding the
11 posting of warning signs on affected roads and the implementation of other reasonable
12 safety measures.
13
- 14 (2) The Certificate Holder shall design the transmission lines and backup electricity lines so
15 that alternating current electric fields shall not exceed 9 kV per meter at one meter above
16 the ground surface in areas accessible to the public. [Amendment No. 1]
17
- 18 (3) The Certificate Holder shall design the transmission lines and backup electricity lines so
19 that induced currents and voltage resulting from the transmission lines are as low as
20 reasonably achievable. [Amendment No. 1]
21
- 22 (4) The Certificate Holder shall develop and implement a program that provides reasonable
23 assurance that all fences, gates, cattle guards, trailers, or other objects or structures of a
24 permanent nature that could become inadvertently charged with electricity are grounded
25 or bonded throughout the life of the transmission line.
26
- 27 (5) The Certificate Holder shall restore or mitigate the reception of radio and television at
28 residences and commercial establishments in the primary reception area to the level
29 present before operation of the transmission line at no cost to residents or businesses
30 experiencing interference resulting from the transmission line.
31
- 32 (6) The Certificate Holder shall design, construct and operate the transmission lines and
33 backup electricity lines in accordance with the requirements of the National Electrical
34 Safety Code. [Amendment No. 1]
35
- 36 (7) The Certificate Holder shall take reasonable steps to reduce or manage exposure to
37 electromagnetic fields (EMF), consistent with Council findings presented in the "Report
38 of EMF Committee to the Energy Facility Siting Council," March 30, 1993, and
39 subsequent findings. Effective on the date of this Site Certificate, the Certificate Holder
40 shall provide information to the public, upon request, about EMF levels associated with
41 the energy facility and related transmission lines and backup electricity lines.
42 [Amendment No. 1]
43
- 44 (8) At least 30 days before beginning preparation of detailed design and specifications for the
45 electrical transmission line(s) and backup electricity line(s) or the natural gas pipelines,

1 the Certificate Holder shall consult with the Oregon Public Utility Commission staff to
2 ensure that its designs and specifications are consistent with applicable codes and
3 standards. [Amendments No. 1 & 5]
4

- 5 (9) With respect to the related or supporting natural gas pipelines, the Certificate Holder shall
6 design, construct and operate the pipeline in accordance with the requirements of the U.S.
7 Department of Transportation as set forth in Title 49, Code of Federal Regulations,
8 Part 192. [Amendment No.5]
9

10 **E.1.d. Water Pollution Control Facilities Permit**

- 11
12 (1) Before beginning commercial operation of Phase 1 of the energy facility, the Certificate
13 Holder shall demonstrate that the DEQ has issued to the Certificate Holder a Water
14 Pollution Control Facilities Permit, substantially in the form of Attachment B.1, allowing
15 for on-site sanitary waste disposal. [Amendment No. 1]
16
17 (2) The Certificate Holder shall comply with state laws and rules applicable to Water
18 Pollution Control Facilities Permits that are adopted in the future to the extent that such
19 compliance is required under the respective statutes and rules.
20

21 **F. CONDITIONS REQUIRED OR RECOMMENDED BY COUNCIL RULES**

22
23 **F.1. MANDATORY CONDITIONS IN SITE CERTIFICATES**

24
25 **Amendment of Site Certificate**

- 26 (1) The Council shall not change the conditions of the Site Certificate except in accordance
27 with the applicable provisions of OAR 345, Division 27, in effect on the date of the
28 Council action.
29

30 **Legal Description**

- 31 (2) Before beginning construction of Phase 1 of the energy facility, the Certificate Holder
32 shall submit to the Department a legal description of the site, except as provided in OAR
33 345-027-0023(6). [Amendment No. 1]
34
35 (a) The legal description of the site for purposes of beginning construction of Phase 1
36 may exclude the 180-foot wide strip (50 feet south and 130 feet north of an
37 existing road) immediately north of Phase 1.
38
39 (b) The Certificate Holder shall notify the Department in writing if it is exercising the
40 option to exclude the 180-foot wide strip from Phase 1.
41
42 (c) If the Certificate Holder excludes the strip from the legal description during Phase
43 1, the Certificate Holder shall submit to the Office, before beginning construction
44 of Phase 2 of the energy facility, a legal description indicating whether the energy
45 facility site for Phase 2 includes the 180-foot wide strip. [Amendment No. 2]

1
2 **General Requirements**

- 3 (3) The Certificate Holder shall design, construct, operate, and retire the facility:
4
5 (a) Substantially as described in the Site Certificate;
6
7 (b) In compliance with the requirements of ORS Chapter 469, applicable Council
8 rules, and applicable state and local laws, rules and ordinances in effect at the
9 time the Council issues the Site Certificate; and,
10
11 (c) In compliance with all applicable permit requirements of other state agencies.
12

13 **Construction Rights on Site**

- 14 (4) Except as necessary for the initial survey or as otherwise allowed for transmission lines
15 or pipelines in this condition, the Certificate Holder shall not begin construction, as
16 defined in OAR 345-001-0010, or create a clearing on any part of the site until the
17 Certificate Holder has construction rights on all parts of the site. For the purpose of this
18 condition, “construction rights” means the legal right to engage in construction activities.
19 For transmission lines or pipelines, if the Certificate Holder does not have construction
20 rights on all parts of the site, the Certificate Holder may nevertheless begin construction
21 or create a clearing on a part of the site if:
22
23 (a) The Certificate Holder has construction rights on that part of the site; and,
24
25 (b) The Certificate Holder would construct and operate part of the facility on that part
26 of the site even if a change in the planned route of the transmission line or
27 pipeline occurs during the Certificate Holder's negotiations to acquire
28 construction rights on another part of the site.
29

30 For purposes of this condition, the “site” for purposes of beginning construction of
31 Phase 1 may exclude the 180-foot wide strip (50feet south and 130 feet north of an
32 existing road) immediately north of Phase 1. [Amendment No. 2]
33

34 **Beginning and Completing Construction.**

- 35 (5) The Certificate Holder shall begin construction of the energy facility by November 8,
36 2006. Beginning construction of the Port Westward to BPA Allston Substation
37 Transmission Line shall not satisfy this requirement. [Amendment No. 2]
38
39 (a) The Certificate Holder shall report promptly to the Department the date that it
40 began construction of the facility, as defined in OAR 345-001-0010. In reporting
41 the beginning of construction, the Certificate Holder shall briefly describe all
42 work on the site performed before beginning construction, including work
43 performed before the Council issued the Site Certificate and work performed to
44 construct the Port Westward to BPA Allston Substation Transmission Line, and
45 shall state the cost of that work, pursuant to OAR 345-026-0048. If the

1 Certificate Holder constructs the energy facility in phases, the Certificate Holder
2 shall report the beginning of construction of each phase. [Amendment No. 1]
3

4 (b) If the Certificate Holder begins construction of the Port Westward to BPA Allston
5 Substation Transmission Line, as defined in OAR 345-001-0010, prior to
6 beginning construction of the energy facility, it shall promptly report to the
7 Department the date it began construction of the transmission line.
8

9 (6) The Certificate Holder shall complete construction of the facility by May 8, 2009. The
10 completion of construction date is the day by which (1) the facility is substantially
11 complete as defined by the Certificate Holder's construction contract documents;
12 (2) acceptance testing is satisfactorily completed; and, (3) the energy facility is ready to
13 commence continuous operation consistent with the Site Certificate. Completion of
14 construction of the Port Westward to BPA Allston Substation Transmission Line
15 separately shall not satisfy this requirement. [Amendment No. 2]
16

17 (a) The Certificate Holder shall report promptly to the Department the date it
18 completed construction of the facility. If the Certificate Holder constructs the
19 energy facility in phases, the Certificate Holder shall report the date of completion
20 of each phase. [Amendment No. 1]
21

22 (b) If the Certificate Holder completes construction of the Port Westward to BPA
23 Allston Substation Transmission Line separately before completing construction
24 of the facility, it shall promptly report that date to the Department.
25

26 (c) Separate completion of construction of Port Westward to BPA Allston Substation
27 Transmission Line shall be the date that PGE makes it available to the
28 Summit/Westward Project to transmit energy.
29

30 **F.2 OTHER CONDITIONS BY RULE**

31 **Incident Reports**

32 (1) With respect to the related or supporting natural gas pipelines, the Certificate Holder shall
33 submit to the Department copies of all incident reports required under 49 CFR §192.709
34 that involve the pipeline.
35
36

37 **Rights-of-Way**

38 (2) Before beginning operation of the energy facility, the Certificate Holder shall submit to
39 the Department a legal description of the permanent right-of-way where the Certificate
40 Holder has built a pipeline or transmission line within an approved corridor. The site of
41 the pipeline or transmission line subject to the Site Certificate is the area within the
42 permanent right-of-way. However, if the Certificate Holder completes construction of
43 the Port Westward to BPA Allston Substation Transmission Line before beginning
44 construction of the energy facility, the Certificate Holder shall submit to the Department

1 a legal description of the permanent right-of-way for that segment of that transmission
2 line, notwithstanding OAR 345-027-0023(6).
3

4 **Monitoring Programs**

- 5 (3) If the Certificate Holder becomes aware of a significant environmental change or impact
6 attributable to the facility, the Certificate Holder shall, as soon as possible, submit a
7 written report to the Department describing the impact on the facility and its ability to
8 comply with any affected Site Certificate conditions.
9

10 **Compliance Plans**

- 11 (4) Before beginning construction of the facility, the Certificate Holder shall implement a
12 plan that verifies compliance with all Site Certificate terms and conditions and applicable
13 statutes and rules. The Certificate Holder shall submit a copy of the plan to the
14 Department. The Certificate Holder shall document the compliance plan and maintain it
15 for inspection by the Department or the Council. However, if the Certificate Holder
16 begins construction of the Port Westward to BPA Allston Substation Transmission Line
17 before beginning construction of the energy facility, the applicable compliance plan shall
18 relate to that phase of construction.
19

20 **Reporting**

- 21 (5) Within six months after beginning any construction, and every six months thereafter
22 during construction of the energy facility and related or supporting facilities, the
23 Certificate Holder shall submit a semi-annual construction progress report to the Council.
24 In each construction progress report, the Certificate Holder shall describe any significant
25 changes to major milestones for construction. When the reporting date coincides, the
26 Certificate Holder may include the construction progress report within the annual report
27 described in Condition F.2(6).
28
- 29 (6) The Certificate Holder shall, within 120 days after the end of each calendar year after
30 beginning construction, submit an annual report to the Council that addresses the subjects
31 listed in OAR 345-026-0080(2). The Council secretary and the Certificate Holder may,
32 by mutual agreement, change the reporting date.
33
- 34 (7) To the extent that information required by OAR 345-026-0080(2) is contained in reports
35 the Certificate Holder submits to other state, federal or local agencies, the Certificate
36 Holder may submit excerpts from such other reports. The Council reserves the right to
37 request full copies of such excerpted reports.
38

39 **Schedule Modification**

- 40 (8) The Certificate Holder shall promptly notify the Department of any changes in major
41 milestones for construction, decommissioning, operation, or retirement schedules. Major
42 milestones are those identified by the Certificate Holder in its construction, retirement or
43 decommissioning plans.
44

1 **Correspondence with Other State or Federal Agencies**

- 2 (9) The Certificate Holder and the Department shall exchange copies of all correspondence
3 or summaries of correspondence related to compliance with statutes, rules and local
4 ordinances on which the Council determined compliance, except for material withheld
5 from public disclosure under state or federal law or under Council rules. The Certificate
6 Holder may submit abstracts of reports in place of full reports; however, the Certificate
7 Holder shall provide full copies of abstracted reports and any summarized
8 correspondence at the request of the Department.
9

10 **Notification of Incidents**

- 11 (10) The Certificate Holder shall notify the Department within 72 hours of any occurrence
12 involving the facility if:
13
14 (a) There is an attempt by anyone to interfere with its safe operation;
15
16 (b) A natural event such as an earthquake, flood, tsunami or tornado, or a human-
17 caused event such as a fire or explosion affects or threatens to affect the public
18 health and safety or the environment; or,
19
20 (c) There is any fatal injury at the facility.
21

22 **G. GENERAL CONDITIONS**

- 23 (1) The general arrangement of the Port Westward Generating Project shall be substantially
24 as shown in the ASC.
25
26 (2) The Certificate Holder shall ensure that related or supporting facilities are constructed in
27 the corridors described in this Order and as shown in ASC and in the manner described in
28 this Order and the ASC.
29
30 (3) During construction and operation of the energy facility, the Certificate Holder shall
31 house the combustion turbine in an enclosure that provides thermal insulation, acoustical
32 attenuation, and fire extinguishing media containment and that would allow access for
33 routine inspection and maintenance.
34

35 **Successors and Assigns**

- 36 (4) Before any transfer of ownership of the facility or ownership of the Certificate Holder,
37 the Certificate Holder shall inform the Department of the proposed new owners. The
38 requirements OAR 345-027-0100 shall apply to any transfer of ownership that requires a
39 transfer of the Site Certificate.
40

41 **Severability and Construction**

- 42 (5) If any provision of this Site Certificate is declared by a court to be illegal or in conflict
43 with any law, the validity of the remaining terms and conditions shall not be affected, and
44 the rights and obligations of the parties shall be construed and enforced as if the Site
45 Certificate did not contain the particular provision held to be invalid. In the event of a

1 conflict between the conditions contained in the Site Certificate and the Council's Order,
2 the conditions contained in this Site Certificate shall control.
3

4 **Governing Law and Forum**

5 (6) This Site Certificate shall be governed by the laws of the State of Oregon.
6

7 (7) Any litigation or arbitration arising out of this agreement shall be conducted in an
8 appropriate forum in Oregon.
9

10 **IN WITNESS WHEREOF**, this Site Certificate has been executed by the State of Oregon,
11 acting by and through its Energy Facility Siting Council, and the Portland General Electric
12 Company.
13

14 ENERGY FACILITY SITING COUNCIL
15
16
17

18
19 By: _____
20 David Ripma, Chair date

21
22
23 PORTLAND GENERAL ELECTRIC COMPANY
24
25
26

27 By: _____
28 Stephen Quennoz, Vice-President Power Supply date

**ATTACHMENT A. MEMORANDA OF UNDERSTANDING: MONETARY PATH PAYMENT
REQUIREMENT**

ATTACHMENT B. WATER POLLUTION CONTROL FACILITIES PERMIT (B.1) AND ANALYSIS (B.2)

ATTACHMENT C. REMOVAL/FILL PERMIT