

Attachment A:
First Amended Site Certificate
Oregon Trail Solar Facility

ENERGY FACILITY SITING COUNCIL

OF THE

STATE OF OREGON

**First Amended
Site Certificate
for the
Oregon Trail Solar Facility**

ISSUANCE DATES:

Site Certificate September 25, 2020

First Amended Site Certificate March 24, 2023

Issuance Date History under Montague Wind Power Facility Site Certificate

Site Certificate September 10, 2010

First Amended Site Certificate June 21, 2013

Second Amended Site Certificate December 4, 2015

Third Amended Site Certificate July 12, 2017

Fourth Amended Site Certificate August 23, 2019

Fifth Amended Site Certificate September 25, 2020

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1

The Oregon Energy Facility Siting Council

I. INTRODUCTION

2 The Oregon Energy Facility Siting Council (Council) issues this site certificate for the Oregon Trail Solar
3 Facility (the facility) in the manner authorized under ORS Chapter 469. This site certificate is a binding
4 agreement between the State of Oregon (State), acting through the Council, and Oregon Trail Solar, LLC
5 (certificate holder), a wholly owned subsidiary of Avangrid Renewables, LLC (certificate holder owner)
6 authorizing the certificate holder to construct and operate the facility in Gilliam County, Oregon.
7

8 The findings of fact, reasoning and conclusions of law underlying the terms and conditions of this site
9 certificate are set forth in the following documents, incorporated herein by this reference: (a) the Final
10 Order on the Application for Site Certificate for the Montague Wind Power Facility issued on September
11 10, 2010 (hereafter, Final Order on the Application), (b) the Final Order on Amendment #1 for the
12 Montague Wind Power Facility issued on June 21, 2013; (c) the Final Order on Amendment #2 for the
13 Montague Wind Power Facility issued on December 4, 2015; (d) the Final Order on Amendment #3 for
14 the Montague Wind Power Facility issued on July 12, 2017; (e) the Final Order on Amendment #4 for the
15 Montague Wind Power Facility issued on August 23, 2019; (f) the Final Order on Amendment #5 for the
16 Montague Wind Power Facility issued on September 25, 2020; and (g) the Final Order on Amendment #1
17 for the Oregon Trail Site Certificate issued on March 24, 2023.
18

19 In interpreting this site certificate, any ambiguity will be clarified by reference to the following, in order
20 of priority: (1) this Final Order on Amendment #1 of the Oregon Trail Solar Facility (2) the Final Order on
21 Amendment #5 of the Montague Wind Power Facility, (3) the Final Order on Amendment #4 of the
22 Montague Wind Power Facility, (4) the Final Order on Amendment #3 of the Montague Wind Power
23 Facility, (5) the Final Order on Amendment #2 of the Montague Wind Power Facility, (6) the Final Order
24 on Amendment #1 of the Montague Wind Power Facility, (7) the Final Order on the Application, and (8)
25 the record of the proceedings that led to the final orders as referenced.
26

27 As authorized in Final Order on Amendment #5, the Montague Wind Power Facility certificate holder
28 obtained approval to split the Montague Wind Power Facility site certificate into three site certificates –
29 Montague Wind Power Facility, Montague Solar Facility and Oregon Trail Solar Facility. Each of these site
30 certificates are held by a wholly owned subsidiary and LLC created by Avangrid Renewables, LLC
31 resulting in each certificate holder being owned by the same parent company. In addition, these
32 facilities share facility components, interconnecting facility components and long-term operation.
33

34 Because the findings of fact, reasoning and conclusions of law underlying the terms and conditions of
35 the site certificate are set forth in the 2010 Final Order on the Application for Site Certificate and
36 subsequent Final Orders on Requests for Amendment 1 through 5 for the Montague Wind Power
37 Facility, which are incorporated by reference into the site certificate, these underlying findings, including
38 any findings establishing the predevelopment condition of the site and impacts of approved facility
39 components continue to have bearing on the analysis and findings required to approve any future
40 changes to the site certificates for the successor facilities. In other words, environmental impacts
41 evaluated in future site certificate amendment requests shall be based on 2010 predevelopment
42 conditions and the incremental change in environmental impact based on the original site certificate
43 application review and subsequent amendments to the Montague Wind Power Facility site certificate,
44 either as approved or in operation, at the time of the amendment request. This clarification is intended
45 to establish that, with the splitting of facility components under three site certificates, baseline

1 conditions and environmental impacts shall not adjusted in a way that results in greater overall impacts
2 than the level of impacts that would be authorized under one site certificate.

3
4 The definitions in ORS 469.300 and OAR 345-001-0010 apply to terms used in this site certificate, except
5 where otherwise stated or where the context clearly indicates otherwise.
6

II. SITE CERTIFICATION

- 7 1. To the extent authorized by state law and subject to the conditions set forth herein, the State
8 authorizes the certificate holder to construct, operate and retire a wind and photovoltaic (PV) solar
9 energy facility, together with certain related or supporting facilities, at the site in Gilliam County,
10 Oregon, as described in Section III of this site certificate. ORS 469.401(1). [MWP Final Order on ASC;
11 AMD4; AMD5, OTS AMD1]
- 12 2. This site certificate is effective until it is terminated under OAR 345-027-0110 or the rules in effect
13 on the date that termination is sought or until the site certificate is revoked under ORS 469.440 and
14 OAR 345-029-0100 or the statutes and rules in effect on the date that revocation is ordered. ORS
15 469.401(1).
- 16 3. This site certificate does not address, and is not binding with respect to, matters that were not
17 addressed on the record of the proceedings for Montague Wind Power Facility Site Certificate
18 including the Final Order on the Application, Final Order on Amendment #1, Final Order on
19 Amendment #2, Final Order on Amendment #3, Final Order on Amendment #4, Final Order on
20 Amendment #5; and Final Order on Amendment #1 of the Oregon Trail Solar Facility Site Certificate.
21 Such matters include, but are not limited to: building code compliance, wage, hour and other labor
22 regulations, local government fees and charges and other design or operational issues that do not
23 relate to siting the facility (ORS 469.401(4)) and permits issued under statutes and rules for which
24 the decision on compliance has been delegated by the federal government to a state agency other
25 than the Council. 469.503(3). [MWP Final Order on ASC; AMD1; AMD2; AMD3; AMD4; AMD5; OTS
26 AMD1]
- 27 4. Both the State and the certificate holder shall abide by local ordinances, state law and the rules of
28 the Council in effect on the date this site certificate is executed. ORS 469.401(2). In addition, upon a
29 clear showing of a significant threat to public health, safety or the environment that requires
30 application of later-adopted laws or rules, the Council may require compliance with such later-
31 adopted laws or rules. ORS 469.401(2).
- 32 5. For a permit, license or other approval addressed in and governed by this site certificate, the
33 certificate holder shall comply with applicable state and federal laws adopted in the future to the
34 extent that such compliance is required under the respective state agency statutes and rules. ORS
35 469.401(2).
- 36 6. Subject to the conditions herein, this site certificate binds the State and all counties, cities and
37 political subdivisions in Oregon as to the approval of the site and the construction, operation and
38 retirement of the facility as to matters that are addressed in and governed by this site certificate.
39 ORS 469.401(3).
- 40 7. Each affected state agency, county, city and political subdivision in Oregon with authority to issue a
41 permit, license or other approval addressed in or governed by this site certificate shall, upon

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

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

7 9. After issuance of this site certificate, the Council shall have continuing authority over the site and
8 may inspect, or direct the Oregon Department of Energy (Department) to inspect, or request
9 another state agency or local government to inspect, the site at any time in order to ensure that the
10 facility is being operated consistently with the terms and conditions of this site certificate. ORS
11 469.430.

III. DESCRIPTION

12 a. The Facility

13 The Oregon Trail Solar Facility is an electric power generating plant approved to consist of a combination
14 of up to 16 wind turbines and a solar photovoltaic array within the approved site boundary area (13,866
15 acres) which includes 12,638-acre wind micrositing corridor and a 1,228 acre solar micrositing area.

16 Wind turbines consist of a nacelle, a three-bladed rotor, turbine tower and foundations, with a
17 maximum blade-tip height of 597 feet. The nacelle houses the equipment such as the gearbox,
18 generator, brakes, and control systems for the turbines.

19 Within the solar micrositing area, solar photovoltaic energy generation equipment could include
20 modules consisting of solar panels, trackers, racks, posts, inverter/transformer units and above- and
21 belowground cabling. Solar panels would be supported by galvanized steel posts, which would be
22 hydraulically driven into the ground at a depth of 5 to 8 feet, with an approximately 4 to 5.5-foot
23 aboveground height. Solar panels would be designed with anti-reflective coating. Modules would be
24 placed on non-specular metal galvanized steel racks, with heights ranging from 4 to 15 feet at full tilt. To
25 convert energy generated within the modules from alternating current (ac) to direct current (dc),
26 inverter/transformer units would be installed. Solar photovoltaic energy generation equipment would
27 be contained by an approximately 8-foot chain-link fence extending around the perimeter. Access to
28 solar facility components would be provided via two new access points from Bottemiller Lane or
29 Weatherford Lane.

30 The energy facility is described further in proceedings on the record for the Montague Wind Power
31 Facility including the Final Order on the Application, Final Order on Amendment #1, Final Order on
32 Amendment #2, Final Order on Amendment #3, Final Order on Amendment #4 and Final Order on
33 Amendment #5.

34 The approximate dimensions and specifications of energy facility and related or supporting facilities
35 approved to be constructed and operated within the wind micrositing area are presented in Table 1
36 below. The facility must be designed and operated substantially as described in the table dimensions,
37 specifications, and in the facility description.

Table 1: Wind Micrositing Area Facility Component Summary

Component and Design Standard	No.	Unit
Wind Components		
Wind turbines	16	total
Max. blade tip height	597	feet
Min. aboveground blade tip clearance	46	feet
Max. hub height	351	feet
Max. rotor diameter	492	feet
Max. noise Level, per turbine	110	dBA
Transformers, pad-mounted	16	total
Wind Related or Supporting Facility Components		
<i>Meteorological Towers</i>		
Towers	2	total
Structure type, max. height	350	feet
<i>Access Roads - Wind</i>		
Access Roads (length, width)	18.7 mi/ 20 ft	Mile/feet
Improved Roads (length, width)	2.6 mi/20 ft.	Miles/feet
Improved Roads (length, width)	3.3 mi/30 ft.	Miles/feet
<i>Overhead 34.5 kV Collector lines</i>		
Length	7	miles
Structure type, height	100	H frame, feet

1
2 The approximate dimensions and specifications of energy facility and related or supporting facilities
3 approved to be constructed and operated within the solar micrositing area are presented in Table 2
4 below. The final facility design must substantially comply with these dimensions and specifications. The
5 facility must be designed and operated substantially as described in the table dimensions, specifications,
6 and in the facility description.
7

Table 2: Solar Micrositing Area Component Summary

Component and Design Standard	No.	Unit
Solar Components		
Solar micrositing area	400	acres
<i>PV Solar Modules</i>		
Approx. Total number	132,370	modules
Max Height at full-tilt	15	feet
<i>Inverters/Transformer Units</i>		
Approx. Total number	66	inverters
Solar Related or Supporting Facility Components		
<i>34.5 kV Collection System</i>		
Collector line length, aboveground	1.5	miles
Structure type, height	100	Feet H Frame
<i>Perimeter Fence</i>		
Length	6.9	miles
Height	8	feet
<i>Roads - Solar</i>		

Table 2: Solar Micrositing Area Component Summary

Component and Design Standard	No.	Unit
Improved (length, width)	1.0 @ 20	Miles, feet
Improved (length, width)	2.3 @ 30	Miles, feet

1

2

a.1 Related or Supporting Facilities and Shared Related or Supporting Facilities

3

The facility includes the following related or supporting facilities described below and in greater detail in the Final Order on the Application, Final Order on Amendment #1, Final Order on Amendment #2, Final Order on Amendment #3, and the Final Order on Amendment #4:

4

5

6

- Power collection system

7

- Control system

8

- Substation, optional switching station, and 230-kV transmission lines

9

- Battery storage system

10

- Meteorological towers

11

- Operations and maintenance (O&M) building

12

- Access roads

13

- Public roadway modifications

14

- Temporary construction areas

15

Power Collection System

16

A power collection system operating at 34.5 kilovolts (kV) transports power from each turbine or the solar array to the collector substation. To the extent practicable, the collection system is installed underground at a depth of at least three feet. Not more than 27 miles of the collector system is installed aboveground.

17

18

19

20

Control System

21

A fiber optic communications network links the wind turbines and solar array to a central computer at the Montague Solar O&M building shared with the Montague Solar facility. A Supervisory, Control and Data Acquisition (SCADA) system collects operating and performance data from each wind turbine and from the facility as a whole and allows remote operation of the facility.

22

23

24

25

Substation, Switching Station, and 230-kV Transmission Lines

26

The facility includes two collector substations. One substation (“Montague Wind collector substation”) is shared with the Montague Wind Power facility, and the second (“Montague Solar collector substation”) is shared with the Montague Solar facility. The facility includes one optional approved switching station. Station components include circuit-breakers, switches and other auxiliary equipment.

27

28

29

30

31

Under or aboveground 34.5-kV collector line connect the generating facilities to the Montague Solar collector substation where the voltage will be stepped up to 230 kV. An aboveground, single-circuit 230-

32

1 kV transmission line connects the Montague Solar collector substation to the Montague Wind collector
2 substation. An aboveground, single-circuit 230-kV transmission line connects the Montague Wind
3 collector substation to the 500-kV Slatt-Buckley transmission line owned by the Bonneville Power
4 Administration (BPA) at the Slatt substation. As approved in Final Order on Amendment 5, the 230 kV
5 transmission line includes two approved route segments, as presented in Attachment 1, Figure 1 of the
6 site certificate.

7 8 **Battery Storage** 9

10 The facility is approved to include a battery storage system shared with the Montague Solar facility. The
11 battery storage system would be capable of storing up to 100 MW of wind or solar energy generated by
12 the facility, and would be used to stabilize the wind or solar resource through dispatching of energy
13 stored in the battery system. The battery system is placed in a series of containers or building located
14 near the Montague Solar collector substation.

15
16 The battery system would be composed of either lithium-ion (Li-ion) batteries or a flow battery. Lithium-
17 ion batteries are a solid-state rechargeable battery utilizing lithium ions in an electrolyte. Flow batteries
18 are composed of a variety of different technologies; however, all flow batteries dispatch electricity by
19 allowing the migration of electrons from a positive ion tank to a negative ion tank. The electrons migrate
20 between solutions via a membrane.

21
22 The battery storage would occupy up to 6 acres and would include batteries and racks or containers,
23 inverters, isolation transformers, and switchboards, an approximately 20-foot warehouse-type building,
24 medium-voltage and low-voltage electrical systems, fire suppression, heating, ventilation, and air-
25 conditioning systems, building auxiliary electrical systems, and network/SCADA systems. Battery storage
26 would include a cooling system (more advanced systems required for Li-ion), which may include a
27 separate chiller plant located outside the battery racks with chillers, pumps, and heat exchangers. High-
28 voltage (HV) equipment would include a step-up transformer, HV circuit breaker, HV current
29 transformers and voltage transformers, a packaged control building for the HV breaker and transformer
30 equipment, HV towers, structures, and HV cabling. The battery storage area would be enclosed by
31 approximately 2,140 feet of continuous chain-link perimeter fencing 8 feet in height, with two 16-foot-
32 wide gates and one pedestrian, 4-foot-wide gate.

33 34 **Meteorological Towers** 35

36 The facility includes up to two permanent meteorological towers.
37

38 **Operations and Maintenance Building** 39

40 The facility includes one O&M building (“Montague Solar O&M building”) shared with the Montague
41 Solar facility. An on-site well at the Montague Solar O&M facility supplies water for use during facility
42 operation. Sewage is discharged to an on-site septic system.
43

44 **Access Roads** 45

46 The facility includes access roads to provide access to the turbine strings, solar array, battery storage
47 system and other related or supporting components.
48

1 **Public Roadway Modifications**

2
3 The certificate holder may construct improvements to existing state and county public roads that are
4 necessary for construction of the facility. These modifications would be confined to the existing road
5 rights-of-way and would be undertaken with the approval of the Gilliam County Road Department or the
6 Oregon Department of Transportation, depending on the location of the improvement.

7
8 **Temporary Construction Areas**

9
10 During construction, the facility includes temporary laydown areas used to stage construction and store
11 supplies and equipment. Construction crane paths are used to move construction cranes between
12 turbine strings.

13
14 a.1.1 Shared Related or Supporting Facilities

15 The site certificates for the Oregon Trail Solar Facility, Montague Solar Facility, and Montague Wind
16 Power Facility were originally approved as one site certificate for the Montague Wind Power Facility
17 (September 2010 – September 2019). On September 25, 2020, facility components were split or
18 allocated into three separate site certificates, but identified that certain related or supporting facilities
19 would be shared or used by each facility. Sharing of facility components, or use by multiple facilities, is
20 allowable in the EFSC process when the compliance obligation and applicable regulatory requirements
21 for the shared facilities is adequately covered under each site certificate, including under normal
22 operational circumstances, ceasing/termination of operation, emergencies and compliance issues or
23 violations.

24
25 Shared related or supporting facilities include:

- 26
27
- Substation, switching station, and 230-kV transmission lines
 - Battery storage system
 - Operations and maintenance (O&M) building
 - Temporary construction areas
 - Access roads to shared facilities
 - Public roadway modifications
- 28
29
30
31
32
33

34 The certificate holder is authorized to share related or supporting facilities between the Oregon Trail
35 Solar Facility, Montague Solar Facility and Montague Wind Power Facility including the Montague Wind
36 collector substation, 230 kV transmission line, temporary laydown areas, and access roads, based on the
37 component specifications presented in Table 3 below. The facility must be designed and operated
38 substantially as described in the table dimensions, specifications, and in the facility description.

39
Table 3: Shared Related or Supporting Facilities Component Summary

Component and Design Standard	No.	Unit
<i>Overhead 230 kV Transmission line</i>		
Length	14	miles
Structure type, height	H-frame, 100	feet
<i>Battery Energy Storage System (Lithium-ion or flow)</i>		

Table 3: Shared Related or Supporting Facilities Component Summary

Component and Design Standard	No.	Unit
Approx. total <u>capacity</u>	100	MW
Approx. container dimensions	20x8x40	HxWxL feet
HVAC noise level, per unit	78	dBa at 6 feet
Perimeter fence length	2,140	feet
Perimeter fence height	8	feet
<i>Substation</i>		
No. of substations	2	
<i>O&M Building</i>		
No. of O&M Buildings	1	
Onsite well, usage limit	5,000	Gallons/day
Onsite septic system, capacity	2,100	Gallons/day
<i>Construction Staging and Laydown Areas</i>		
No. of Areas/acres	2 areas/17 acres	Total acres

1
2 The certificate holder is authorized to share related or supporting facilities between the Montague Solar
3 Facility, Montague Wind Facility, and Oregon Trail Solar Facility including the Montague Solar collector
4 substation, 230 kV transmission line segments, O&M building and battery storage. These related or
5 supporting facilities are included in each site certificate. Compliance responsibility with site certificate
6 conditions and EFSC standards which apply to these shared related or supporting facilities are shared
7 between site certificates and certificate holders. In accordance with Condition 118, if any certificate
8 holder substantially modifies a shared related or supporting facility or ceases facility operation, each
9 certificate holder would be obligated to submit an amendment determination request or request for
10 amendment to the Department to determine the appropriate process for evaluating the change and
11 ensuring full regulatory coverage under each site certificate, or remaining site certificate if either is
12 terminated, in the future. Additionally, each certificate holder is obligated to demonstrate to the
13 Department that a legally binding agreement has been fully executed between certificate holders to
14 ensure approval and agreement of access to the shared resources has been obtained prior to operation
15 of shared facilities.

16
17 a.2 Location of the Facility

18 The facility is located south of Arlington, in Gilliam County, Oregon. The facility is located on private land
19 subject to easements or lease agreements with landowners, as presented in Attachment A, Figure 1.

20 a.3 Site Boundary and Micrositing Areas

21 The approved site boundary includes 15,094 acres. Within the site boundary, there are two
22 approved micrositing areas – a solar micrositing area and a wind micrositing area. The solar
23 micrositing area includes 1,228 acres (see pink polygon in Figure 1); the wind micrositing area
24 includes 12,638 acres (see orange polygon in Figure 1). The Council permits final siting
25 flexibility within the approved micrositing corridors because the certificate holder has
26 demonstrated that requirements of all applicable standards have been satisfied by adequately

1 evaluating the entirety of the micrositing corridors and location of wind and solar energy
2 generation components anywhere within the respective micrositing corridors.

3
4 This site boundary also includes two approved transmission line corridors (as presented in
5 Figure 2):

- 6
7 • 230 kV Transmission Line Corridor Route 1: Extends 14 miles east out of the Montague
8 Solar collector substation to a 90-degree turning structure just east of OR 19. From
9 there, it would extend straight north along OR 19 (outside of the road right-of-way) until
10 it reaches the corner of Old Tree Road where it would turn east towards the Montague
11 Wind collector substation
- 12
13 • 230 kV Transmission Line Corridor Route 2: Extends 14 miles going east out of the
14 Montague Solar collector substation, crosses OR 19 and diagonals across fields to Old
15 Tree Road where it may run on the north or the south side of the road to reach the
16 Montague Wind collector substation, and then extends north to BPA's Slatt Substation

17 18 **b. Facility Development**

19 b.1 Construction

20
21 Facility construction is anticipated to take 12-months, with an average of 200 to peak 475 construction
22 workers. Construction traffic is estimated at 360 round trips per day.

23
24 The facility is approved to be constructed in phases. In accordance with ORS 469.300(6), preconstruction
25 conditions, if specified, may be satisfied for the applicable phase, facility component or for the facility,
26 as applicable, based on final design and configuration.

27
28 Water use during construction is estimated to require up to 36.8 million gallons with water to be
29 provided by a third party provided such as the City of Arlington, which has committed to up to 40 million
30 gallons for purchase. Solid waste disposal for the facility during construction and operation of the facility
31 will be provided by private contract with a local commercial hauler or haulers. Typical heavy-equipment
32 use needed for the construction of a facility include use of trucks, excavators, cranes, trenching
33 equipment, watering trucks and tanks with ground disturbing activities including vegetation removal,
34 excavation, trenching, post-driving, and gravel and concrete use to create pads and foundations. Topsoil
35 management and Best Management Practices will be followed during facility construction.

36 37 b.2 Operations and Maintenance

38 Facility operation includes remote and in-person monitoring and may include 10-30 full-time operations
39 and maintenance (O&M) staff. The facility O&M activities would include routine, monthly inspections of
40 the solar array, wind components, SCADA and monitoring systems, and shared facilities such as the
41 battery storage systems, unless otherwise recommended by the manufacturer.

42 O&M activities may include replacement of electrolyte solutions every 10 to 20 years, if flow batteries
43 are selected. If lithium-ion batteries are selected, O&M activities include battery replacement every 5 to

1 10 years. Nonfunctional solar panels would be recycled through the Solar Energy Industries Association
 2 (SEIA) National PV Recycling Program, to the maximum extent feasible. Solid wastes expected to be
 3 generated during operation include industrial wastes from maintenance and replacement of batteries
 4 associated with the battery energy storage system. The certificate holder estimates that batteries would
 5 need to be replaced every 7 years.

6 O&M activities may include washing of solar modules. It is conservatively assumed that solar modules
 7 would be washed twice a year, which would require approximately 430,000 gallons of water per year.
 8 The City of Arlington has committed to providing up to 500,000 gallons for this purpose. A third-party
 9 contractor would obtain water for panel cleaning from an offsite source. Water would then be applied
 10 via a tanker truck and would not have any cleaning solvents in it, unless otherwise approved by the
 11 Department. Washwater would be discharged by evaporation and seepage into the ground.

12 O&M activities may also include routine inspection and maintenance, repairs of wind turbine
 13 components and supporting equipment for wind generation and electronic monitoring systems. O&M
 14 activities will likely include vegetation management, noxious weed management, and facility access road
 15 use and maintenance for the life of the facility.

16 **IV. SITE CERTIFICATE CONDITIONS**

17
 18 This section lists conditions required by OAR 345-025-0006 (Mandatory Conditions in Site Certificates),
 19 OAR 345025-0010 (Site Specific Conditions), OAR 345-025-0016 (Monitoring and Mitigation Conditions)
 20 and OAR Chapter 345, Division 26 (Construction and Operation Rules for Facilities). These conditions
 21 should be read together with the specific facility conditions listed in Section V to ensure compliance with
 22 the siting standards of OAR Chapter 345, Divisions 22 and 24, and to protect the public health and
 23 safety. In these conditions the definitions in OAR 345-001-0010 apply.

24
 25 The obligation of the certificate holder to report information to the Oregon Department of Energy
 26 (Department) or the Council under the conditions listed in this section and in Section V is subject to the
 27 provisions of ORS 192.502 et seq. and ORS 469.560. To the extent permitted by law, the Department
 28 and the Council will not publicly disclose information that may be exempt from public disclosure if the
 29 certificate holder has clearly labeled such information and stated the basis for the exemption at the time
 30 of submitting the information to the Department or the Council. If the Council or the Department
 31 receives a request for the disclosure of the information, the Council or the Department, as appropriate,
 32 will make a reasonable attempt to notify the certificate holder and will refer the matter to the Attorney
 33

34 General for a determination of whether the exemption is applicable, pursuant to ORS 192.450.
 35 In addition to these conditions, the certificate holder is subject to all conditions and requirements
 36 contained in the rules of the Council and in local ordinances and state law in effect on the date the
 37 certificate is executed. Under ORS 469.401(2), upon a clear showing of a significant threat to the public
 38 health, safety or the environment that requires application of later-adopted laws or rules, the Council
 39 may require compliance with such later-adopted laws or rules.

40
 41 The Council recognizes that many specific tasks related to the design, construction, operation and
 42 retirement of the facility will be undertaken by the certificate holder's agents or contractors.
 43 Nevertheless, the certificate holder is responsible for ensuring compliance with all provisions of the site
 44 certificate.

1 1 OAR 345-025-0006(1): The Council shall not change the conditions of the site certificate except
2 as provided for in OAR Chapter 345, Division 27.

3 2 OAR 345-025-0006(2): The certificate holder shall submit a legal description of the site to the
4 Department of Energy within 90 days after beginning operation of the facility. The legal
5 description required by this rule means a description of metes and bounds or a description of
6 the site by reference to a map and geographic data that clearly and specifically identifies the
7 outer boundaries that contain all parts of the facility.

8 3 OAR 345-025-0006(3): The certificate holder shall design, construct, operate and retire the
9 facility:

- 10 (a) Substantially as described in the site certificate;
- 11 (b) In compliance with the requirements of ORS Chapter 469, applicable Council
12 rules, and applicable state and local laws, rules and ordinances in effect at the
13 time the site certificate is issued; and
- 14 (c) In compliance with all applicable permit requirements of other state agencies.
15

16 4 OAR 345-025-0006(4): The certificate holder shall begin and complete construction of the
17 facility by the dates specified in the site certificate. (See Conditions 24 and 25.)
18

19 5 OAR 345-025-0006(5): Except as necessary for the initial survey or as otherwise allowed for wind
20 energy facilities, transmission lines or pipelines under this section, the certificate holder shall
21 not begin construction, as defined in OAR 345-001-0010, or create a clearing on any part of the
22 site until the certificate holder has construction rights on all parts of the site. For the purpose of
23 this rule, "construction rights" means the legal right to engage in construction activities. For
24 wind energy facilities, transmission lines or pipelines, if the certificate holder does not have
25 construction rights on all parts of the site, the certificate holder may nevertheless begin
26 construction, as defined in OAR 345-001-0010, or create a clearing on a part of the site if the
27 certificate holder has construction rights on that part of the site and:

28 (a) The certificate holder would construct and operate part of the facility on that part of the
29 site even if a change in the planned route of the transmission line or pipeline occurs
30 during the certificate holder's negotiations to acquire construction rights on another part
31 of the site; or

32 (d) The certificate holder would construct and operate part of a wind energy facility
33 on that part of the site even if other parts of the facility were modified by
34 amendment of the site certificate or were not built.

35 6 OAR 345-025-0006(6): If the certificate holder becomes aware of a significant environmental
36 change or impact attributable to the facility, the certificate holder shall, as soon as possible,
37 submit a written report to the Department describing the impact on the facility and any affected
38 site certificate conditions.

39 7 OAR 345-025-0006(7): The certificate holder shall prevent the development of any conditions on
40 the site that would preclude restoration of the site to a useful, non-hazardous condition to the
41 extent that prevention of such site conditions is within the control of the certificate holder.

- 1 8 OAR 345-025-0006(8): Before beginning construction of the facility, the certificate holder shall
2 submit to the State of Oregon, through the Council, a bond or letter of credit, in a form and
3 amount satisfactory to the Council to restore the site or a portion of the site to a useful, non-
4 hazardous condition. The certificate holder shall maintain a bond or letter of credit in effect at
5 all times until the facility has been retired. The Council may specify different amounts for the
6 bond or letter of credit during construction and during operation of the facility. (See Condition
7 32.)
- 8 9 OAR 345-025-0006(9): The certificate holder shall retire the facility if the certificate holder
9 permanently ceases construction or operation of the facility. The certificate holder shall retire
10 the facility according to a final retirement plan approved by the Council, as described in OAR
11 345-027-0110. The certificate holder shall pay the actual cost to restore the site to a useful, non-
12 hazardous condition at the time of retirement, notwithstanding the Council’s approval in the
13 site certificate of an estimated amount required to restore the site.
- 14 10 OAR 345-025-0006(10): The Council shall include as conditions in the site certificate all
15 representations in the site certificate application and supporting record the Council deems to be
16 binding commitments made by the applicant.
- 17 11 OAR 345-025-0006(11): Upon completion of construction, the certificate holder shall restore
18 vegetation to the extent practicable and shall landscape all areas disturbed by construction in a
19 manner compatible with the surroundings and proposed use. Upon completion of construction,
20 the certificate holder shall remove all temporary structures not required for facility operation
21 and dispose of all timber, brush, refuse and flammable or combustible material resulting from
22 clearing of land and construction of the facility.
- 23 12 OAR 345-025-0006(12): The certificate holder shall design, engineer and construct the facility to
24 avoid dangers to human safety and the environment presented by seismic hazards affecting the
25 site that are expected to result from all maximum probable seismic events. As used in this rule
26 “seismic hazard” includes ground shaking, ground failure, landslide, liquefaction triggering and
27 consequences (including flow failure, settlement buoyancy, and lateral spreading, cyclic
28 softening of clays and silts, fault rupture, directivity effects and soil-structure interaction. For
29 coastal sites, this also includes tsunami hazards and seismically-induced subsidence. [AMD5,
30 Sept 2020]
- 31 13 OAR 345-025-0006(13): The certificate holder shall notify the Department, the State Building
32 Codes Division and the Department of Geology and Mineral Industries promptly if site
33 investigations or trenching reveal that conditions in the foundation rocks differ significantly
34 from those described in the application for a site certificate. After the Department receives the
35 notice, the Council may require the certificate holder to consult with the Department of Geology
36 and Mineral Industries and the Building Codes Division to propose and implement corrective or
37 mitigation actions.
- 38 14 OAR 345-025-0006(14): The certificate holder shall notify the Department, the State Building
39 Codes Division and the Department of Geology and Mineral Industries promptly if shear zones,
40 artesian aquifers, deformations or clastic dikes are found at or in the vicinity of the site. After
41 the Department receives notice, the Council may require the certificate holder to consult with

1 the Department of Geology and Mineral Industries and the Building Codes Division to propose
2 and implement corrective or mitigation actions.

3 15 OAR 345-025-0006(15): Before any transfer of ownership of the facility or ownership of the site
4 certificate holder, the certificate holder shall inform the Department of the proposed new
5 owners. The requirements of OAR 345-027-0400 apply to any transfer of ownership that
6 requires a transfer of the site certificate.

7 16 OAR 345-025-0006(16): If the Council finds that the certificate holder has permanently ceased
8 construction or operation of the facility without retiring the facility according to a final
9 retirement plan approved by the Council, as described in OAR 345-027-0110, the Council shall
10 notify the certificate holder and request that the certificate holder submit a proposed final
11 retirement plan to the Department within a reasonable time not to exceed 90 days. If the
12 certificate holder does not submit a proposed final retirement plan by the specified date, the
13 Council may direct the Department to prepare a proposed final retirement plan for the Council's
14 approval. Upon the Council's approval of the final retirement plan, the Council may draw on the
15 bond or letter of credit described in OAR 345-027-0020(8) to restore the site to a useful, non-
16 hazardous condition according to the final retirement plan, in addition to any penalties the
17 Council may impose under OAR Chapter 345, Division 29. If the amount of the bond or letter of
18 credit is insufficient to pay the actual cost of retirement, the certificate holder shall pay any
19 additional cost necessary to restore the site to a useful, non-hazardous condition. After
20 completion of site restoration, the Council shall issue an order to terminate the site certificate if
21 the Council finds that the facility has been retired according to the approved final retirement
22 plan.

23 17 [AMD3; Deleted AMD4, 2019]

24 18 OAR 345-025-0010(5): The certificate holder is authorized to construct a 230 kV transmission
25 line anywhere within the approved corridor, subject to the conditions of the site certificate. The
26 approved corridor is ½-mile in width and extends approximately 14 miles from the Montague
27 Solar collector substation to the Montague Wind substation to BPA's Slatt Substation as
28 presented in Figure 1 of the site certificate.
29 [OAR 345-025-0010(5); ASC; AMD4]

30
31 19 OAR 345-025-0016: The following general monitoring conditions apply:

32 (1) In the site certificate, the Council shall include conditions that address monitoring and
33 mitigation to ensure compliance with the standards contained in OAR Chapter 345, Division 22
34 and Division 24. The certificate holder shall develop proposed monitoring and mitigation plans
35 in consultation with the Department and, as appropriate, other state agencies, local
36 governments and tribes. Monitoring and mitigation plans are subject to Council approval. The
37 Council shall incorporate approved monitoring and mitigation plans in applicable site certificate
38 conditions.

39 20 OAR 345-026-0048: Following receipt of the site certificate or an amended site certificate, the
40 certificate holder shall implement a plan that verifies compliance with all site certificate terms
41 and conditions and applicable statutes and rules. As a part of the compliance plan, to verify
42 compliance with the requirement to begin construction by the date specified in the site

1 certificate, the certificate holder shall report promptly to the Department of Energy when
2 construction begins. Construction is defined in OAR 345-001-0010. In reporting the beginning of
3 construction, the certificate holder shall describe all work on the site performed before
4 beginning construction, including work performed before the Council issued the site certificate,
5 and shall state the cost of that work. For the purpose of this exhibit, “work on the site” means
6 any work within a site or corridor, other than surveying, exploration or other activities to define
7 or characterize the site or corridor. The certificate holder shall document the compliance plan
8 and maintain it for inspection by the Department or the Council.

9 21 OAR 345-026-0080: The certificate holder shall report according to the following requirements:

10 (a) General reporting obligation for energy facilities under construction or operating:

11 (i) Within six months after beginning construction, and every six months thereafter
12 during construction of the energy facility and related or supporting facilities, the
13 certificate holder shall submit a semiannual construction progress report to the
14 Department of Energy. In each construction progress report, the certificate holder
15 shall describe any significant changes to major milestones for construction. The
16 certificate holder shall report on the progress of construction and shall address
17 the subjects listed in subsections (2)(a), (d), (f) and (g). When the reporting date
18 coincides, the certificate holder may include the construction progress report
19 within the annual report described in this rule.

20 (ii) After January 1 but no later than April 30 of each year after beginning operation of
21 the facility, the certificate holder shall submit an annual report to the Department
22 addressing the subjects listed in Subsection (2). For the purposes of this rule, the
23 beginning of operation of the facility means the date when construction of a
24 significant portion of the facility is substantially complete and the certificate
25 holder begins commercial operation of the facility as reported by the certificate
26 holder and accepted by the Department. The Council Secretary and the certificate
27 holder may, by mutual agreement, change the reporting date.

28 (iii) To the extent that information required by this rule is contained in reports the
29 certificate holder submits to other state, federal or local agencies, the certificate
30 holder may submit excerpts from such other reports to satisfy this rule. The
31 Council reserves the right to request full copies of such excerpted reports

32 (b) In the annual report, the certificate holder shall include the following information for the
33 calendar year preceding the date of the report:

34 (i) Facility Status: An overview of site conditions, the status of facilities under
35 construction and a summary of the operating experience of facilities that are in
36 operation. The certificate holder shall describe any unusual events, such as
37 earthquakes, extraordinary windstorms, major accidents or the like that occurred
38 during the year and that had a significant adverse impact on the facility.

39 (ii) Reliability and Efficiency of Power Production: For electric power plants, the plant
40 availability and capacity factors for the reporting year. The certificate holder shall
41 describe any equipment failures or plant breakdowns that had a significant impact

1 on those factors and shall describe any actions taken to prevent the recurrence of
2 such problems.

3 (iii) Status of Surety Information: Documentation demonstrating that bonds or letters
4 of credit as described in the site certificate are in full force and effect and will
5 remain in full force and effect for the term of the next reporting period.

6 (iv) Monitoring Report: A list and description of all significant monitoring and
7 mitigation activities performed during the previous year in accordance with site
8 certificate terms and conditions, a summary of the results of those activities and a
9 discussion of any significant changes to any monitoring or mitigation program,
10 including the reason for any such changes.

11 (v) Compliance Report: A description of all instances of noncompliance with a site
12 certificate condition. For ease of review, the certificate holder shall, in this section
13 of the report, use numbered subparagraphs corresponding to the applicable
14 sections of the site certificate.

15 (vi) Facility Modification Report: A summary of changes to the facility that the
16 certificate holder has determined do not require a site certificate amendment in
17 accordance with OAR 345-027-0350.

18 22 OAR 345-026-0105: The certificate holder and the Department of Energy shall exchange copies
19 of all correspondence or summaries of correspondence related to compliance with statutes,
20 rules and local ordinances on which the Council determined compliance, except for material
21 withheld from public disclosure under state or federal law or under Council rules. The certificate
22 holder may submit abstracts of reports in place of full reports; however, the certificate holder
23 shall provide full copies of abstracted reports and any summarized correspondence at the
24 request of the Department.

25 23 OAR 345-026-0170: The certificate holder shall notify the Department of Energy within 72 hours
26 of any occurrence involving the facility if:

27 (a) There is an attempt by anyone to interfere with its safe operation;

28 (b) A natural event such as an earthquake, flood, tsunami or tornado, or a human-
29 caused event such as a fire or explosion affects or threatens to affect the public
30 health and safety or the environment; or

31 (c) There is any fatal injury at the facility.

32 **1. Administrative Conditions**

33 The conditions listed in this section include conditions based on representations in the site certificate
34 application and supporting record. The Council deems these representations to be binding
35 commitments made by the applicant. These conditions are required under OAR 345-025-0006.

36 The certificate holder must comply with these conditions in addition to the conditions listed in
37 Section IV. This section includes other specific facility conditions the Council finds necessary to ensure
38 compliance with the siting standards of OAR Chapter 345, Divisions 22 and 24, and to protect public

1 health and safety. For conditions that require subsequent review and approval of a future action, ORS
2 469.402 authorizes the Council to delegate the future review and approval to the Department if, in the
3 Council’s discretion, the delegation is warranted under the circumstances of the case.

4 24 The certificate holder shall begin construction of the facility by August 30, 2025. Certificate
5 holder shall provide written notification to the Department of “start of construction” as defined
6 in ORS 469.300(6).

7 25 The certificate holder shall complete construction of the facility within 3 years of the date of
8 construction commencement. The certificate holder shall promptly notify the Department of the
9 date of completion of construction.

10 26 [Deleted in AMD5, Sept 2020]

11 27 The certificate holder shall construct the facility substantially as described in the site certificate.
12 Before beginning construction, the certificate holder shall provide to the Department a
13 description of the facility to be constructed, any phasing and construction schedule.
14 [MWP Final Order on ASC; AMD3; AMD4; AMD5; OTS AMD1]
15

16 28 The certificate holder shall obtain all necessary federal, state and local permits or approvals
17 required for construction, operation and retirement of the facility or ensure that its contractors
18 obtain the necessary federal, state and local permits or approvals.
19

20 29 The certificate holder shall:

21 (a) Before beginning construction of the facility, provide to the Department a list of all
22 third-party permits which would normally be governed by the site certificate and that
23 are necessary for construction (e.g. Air Contaminant Discharge Permit; Limited Water
24 Use License). Once obtained, the certificate holder shall provide copies of third-party
25 permits to the Department and Gilliam County and shall provide to the Department
26 proof of agreements between the certificate holder and the third-party regarding access
27 to the resources or services secured by the permits or approvals.

28 (b) During construction and operation, promptly report to the Department if any third-party
29 permits referenced in sub(i) of this condition have been subject to a cited violation,
30 Notice of Violation, or allegation of a violation. [AMD5, Sept 2020]

31 30 Before beginning construction, the certificate holder shall notify the Department in advance of
32 any work on the site that does not meet the definition of “construction” in ORS 469.300,
33 excluding surveying, exploration or other activities to define or characterize the site, and shall
34 provide to the Department a description of the work and evidence that its value is less than
35 \$250,000.

36 31 Before beginning construction of the facility, facility components or phase but no more than two
37 years before beginning construction and after considering all micro-siting factors, the certificate
38 holder shall provide to the Department, to the Oregon Department of Fish and Wildlife (ODFW)
39 and to the Planning Director of Gilliam County detailed maps of the facility site, showing the
40 final locations where the certificate holder proposes to build facility components, and a table
41 showing the acres of temporary and permanent habitat impact by habitat category and subtype.

1 The detailed maps of the facility site shall indicate the habitat categories of all areas that would
2 be affected during construction.

3 32 Before beginning construction of the facility, the certificate holder shall submit to the
4 State of Oregon through the Council a bond or letter of credit in the amount described
5 herein naming the State of Oregon, acting by and through the Council, as beneficiary or
6 payee. The bond or letter of credit will be issued for an amount that is either \$7.03
7 million (4th Quarter 2022 dollars), to be adjusted to the date of issuance as described in
8 (b), or the amount determined as described in (a). The certificate holder shall adjust the
9 amount of the bond or letter of credit on an annual basis thereafter as described in (b).

10 (a) The certificate holder may adjust the amount of the bond or letter of credit
11 based on the final design configuration of the facility, and both the battery
12 storage or turbine types selected by applying the unit costs and general costs
13 illustrated in Table 5 of the Final Order on AMD1 and calculating the financial
14 assurance amount as described in that order, adjusted to the date of issuance as
15 described in (b) and subject to approval by the Department. The certificate
16 holder may adjust the amount of the bond or letter of credit under (a) if opting
17 to construct only a portion of the facility.

18 (b) The certificate holder shall adjust the amount of the bond or letter of credit,
19 using the following calculation and subject to approval by the Department:
20 i. Adjust the Subtotal component of the bond or letter of credit amount
21 (expressed in 2022 dollars) to present value, using the U.S. Gross Domestic
22 Product Implicit Price Deflator, Chain-Weight, as published in the Oregon
23 Department of Administrative Services' "Oregon Economic and Revenue
24 Forecast" or by any successor agency (the "Index") and using the quarterly
25 index value for the date of issuance of the new bond or letter of credit. If at
26 any time the Index is no longer published, the Council shall select a
27 comparable calculation to adjust 2022 dollars to present value.
28 ii. Add 1 percent of the adjusted Subtotal (i) for the adjusted performance bond
29 amount to determine the adjusted Gross Cost.
30 iii. Add 10 percent of the adjusted Gross Cost (ii) for the adjusted administration
31 and project management costs, add 20 percent of the adjusted Gross Cost of
32 the Solar Generation and Battery Storage System (ii) and 10 percent of the
33 adjusted Gross Cost of all other facility components(ii) for the adjusted
34 future developments contingency.
35 iv. Add the adjusted Gross Cost (ii) to the sum of the percentages (iii) and round
36 the resulting total to the nearest \$1,000 to determine the adjusted financial
37 assurance amount.

38 (c) The certificate holder shall use a form of bond or letter of credit approved by the
39 Council.

40 (d) The financial institution issuing of the bond or letter of credit must be on the Council's
41 pre-approved financial institution list.

1 (e) The certificate holder shall describe the status of the bond or letter of credit in the
2 annual report submitted to the Council under Condition 21.

3 (f) The bond or letter of credit shall not be subject to revocation or reduction before
4 retirement of the facility site.

5 [MWP AMD5, OTS AMD1]
6

7 33 If the certificate holder elects to use a bond to meet the requirements of Condition 32, the
8 certificate holder shall ensure that the surety is obligated to comply with the requirements of
9 applicable statutes, Council rules and this site certificate when the surety exercises any legal or
10 contractual right it may have to assume construction, operation or retirement of the energy
11 facility. The certificate holder shall also ensure that the surety is obligated to notify the Council
12 that it is exercising such rights and to obtain any Council approvals required by applicable
13 statutes, Council rules and this site certificate before the surety commences any activity to
14 complete construction, operate or retire the energy facility.

15 34 Before beginning construction, the certificate holder shall notify the Department of the identity
16 and qualifications of the major design, engineering and construction contractor(s) for the
17 facility. The certificate holder shall select contractors that have substantial experience in the
18 design, engineering and construction of similar facilities. The certificate holder shall report to
19 the Department any change of major contractors.

20 35 The certificate holder shall contractually require all construction contractors and subcontractors
21 involved in the construction of the facility to comply with all applicable laws and regulations and
22 with the terms and conditions of the site certificate. Such contractual provisions shall not
23 operate to relieve the certificate holder of responsibility under the site certificate.

24 36 The certificate holder shall:

25 (a) Prior to construction, notify the Department of the name, telephone number and e-mail
26 address of the full-time, onsite construction manager.

27 (b) During construction, the construction manager or a designated, qualified representative
28 shall be on site to manage and implement all applicable requirements of the site
29 certificate.

30 [MWP Final Order on ASC, OTS AMD1]

31 37 Within 72 hours after discovery of conditions or circumstances that may violate the terms or
32 conditions of the site certificate, the certificate holder shall report the conditions or
33 circumstances to the Department.
34

35 **2. Land Use Conditions**

36 38 During construction and operation, the certificate holder shall consult with area landowners and
37 lessees that could be impacted by activities or facility component location and implement
38 measures to reduce and avoid any adverse impacts to ongoing farm practices on surrounding
39 lands, including coordination with the landowner of the solar micro-siting area to ensure that the
40 final solar array layout does not prevent the landowner from maximizing agricultural production
41 on the land not occupied by the solar array.

42 [MWP Final Order on ASC; AMD5; OTS AMD1]
43

- 1 39 The certificate holder shall design and construct the facility to minimize the permanent impacts
2 to agricultural land, including to the extent practicable, using existing access roads, co-locating
3 facilities, reducing road and transmission line/collector line lengths, and designing facility
4 components to allow ongoing access to agricultural fields.
5 [MWP Final Order on ASC; AMD5]
- 6 40 If, prior to construction, final facility design includes wind facility components, the certificate
7 holder shall install gates within the wind micro-siting area on private access roads in accordance
8 with Gilliam County Zoning Ordinance (GCZO) Article 7 Section 7.020(T)(4)(d)(6) unless the
9 County has granted a variance to this requirement. [MWP Final Order on ASC, OTS AMD1]
- 10 41 Prior to operation of wind facility components, if constructed, the certificate holder shall record
11 in the real property records of Gilliam County a Covenant Not to Sue with regard to generally
12 accepted farming practices on adjacent farmland consistent with GCZO Article 7 Section
13 7.020(T)(5)(a)(5)
- 14 42 The certificate holder shall construct all facility components in compliance with the following
15 setback requirements:
- 16 (a) All facility components must be at least 3,520 feet from the property line of properties
17 zoned residential use or designated in the Gilliam County Comprehensive Plan as residential.
18 (b) Where (a) does not apply, the certificate holder shall maintain a minimum distance of 110-
19 percent of maximum blade tip height, measured from the centerline of the turbine tower to
20 the nearest edge of any public road right-of-way. The certificate holder shall assume a
21 minimum right-of-way width of 60 feet.
22 (c) Where (a) does not apply, the certificate holder shall maintain a minimum distance of 1,320
23 feet, measured from the centerline of the turbine tower to the center of the nearest
24 residence existing at the time of tower construction.
25 (d) The certificate holder shall maintain a minimum distance of 250 feet measured from the
26 center line of each turbine tower to the nearest edge of any railroad right-of-way or
27 electrical substation.
28 (e) The certificate holder shall maintain a minimum distance of 250 feet measured from the
29 center line of each meteorological tower to the nearest edge of any public road right-of-way
30 or railroad right-of-way, the nearest boundary of the certificate holder's lease area or the
31 nearest electrical substation.
32 (f) The certificate holder shall maintain a minimum distance of 50 feet measured from the
33 Montague Solar O&M building to the nearest edge of any public road right-of-way or
34 railroad right-of-way or the nearest boundary of the certificate holder's lease area.
35 (g) The certificate holder shall maintain a minimum distance of 50 feet measured from any
36 substation to the nearest edge of any public road right-of-way or railroad right-of-way or the
37 nearest boundary of the certificate holder's electrical substation easement or, if there is no
38 easement, the nearest boundary of the certificate holder's lease area.
39 (h) Where (a) does not apply, the certificate holder shall maintain a minimum of 110 percent of
40 maximum blade tip height, measured from the centerline of the turbine tower from any
41 overhead utility line.
42 (i) Where (a) does not apply, the certificate holder shall maintain a minimum of 150 percent of
43 maximum turbine height from blade tip height, measured from the centerline of the turbine
44 tower from federal transmission lines, unless the affected parties agree otherwise.

- 1 (j) The certificate holder shall maintain a minimum distance of 25 feet measured from the
- 2 fence line of the solar array to the nearest property line.
- 3 (k) The certificate holder shall maintain a minimum distance of 25 feet measured from the
- 4 front, rear and side yard of the battery storage system site to the nearest property line.
- 5 (l) Wind turbines must be setback a minimum distance of 656 feet (200 meters), measured
- 6 from the centerline of the turbine tower to the nearest edge of the breaks of Rock Creek
- 7 Canyon. [AMD5, Sept 2020]
- 8

9 43 During construction and operation of the facility, the certificate holder shall implement a weed
10 control plan substantially similar to the draft Noxious Weed Plan included in Attachment X of
11 this site certificate, as approved by the Department in consultation with Gilliam County Weed
12 Control Officer or other appropriate County officials to control the introduction and spread of
13 noxious weeds.

14 44 During operation of the facility, the certificate holder shall restore areas that are temporarily
15 disturbed during facility maintenance or repair activities using the same methods and
16 monitoring procedures described in the Revegetation Plan referenced in Condition 92.

17 45 Within 90 days after beginning operation of wind facility components, if constructed, the
18 certificate holder shall provide to the Department and to the Gilliam County Planning
19 Department the actual latitude and longitude location or Stateplane NAD 83(91) coordinates of
20 each turbine tower, connecting lines and transmission lines and a summary of as-built changes
21 in the facility compared to the original plan.

22 46 The certificate holder shall provide an electronic copy of the annual report required under
23 Condition 21 to the Gilliam County Planning Commission on an annual basis unless specifically
24 discontinued by the County.

25 **3. Cultural Resource Conditions**

26 47 Before beginning construction, the certificate holder shall label all identified historic, cultural or
27 archeological resource sites on construction maps and drawings as “no entry” areas. If
28 construction activities will occur within 200 feet of a likely eligible NHRP or NRHP identified site,
29 the certificate holder shall flag a 30-meter no entry buffer around the site. The certificate holder
30 may use existing private roads within the buffer areas but may not widen or improve private
31 roads within the buffer areas. The no-entry restriction does not apply to public road rights-of-
32 way within the buffer areas or to operational farmsteads. [Final Order on ASC]

33
34 48 In reference to the alignment of the Oregon Trail described in the Final Order on the
35 Application, the certificate holder shall comply with the following requirements:

36 (a) The certificate holder shall not locate facility components on visible remnants of the
37 Oregon Trail and shall avoid any construction disturbance to those remnants.

38 (b) The certificate holder shall not locate facility components on undeveloped land where
39 the trail alignment is marked by existing Oregon-California Trail Association markers.

1 (c) Before beginning construction, the certificate holder shall provide to the State Historic
2 Preservation Office (SHPO) and the Department documentation of the presumed Oregon
3 Trail alignments within the site boundary.

4 (d) The certificate holder shall ensure that construction personnel proceed carefully in the
5 vicinity of the presumed alignments of the Oregon Trail. If any physical evidence of the
6 trail is discovered, the certificate holder shall avoid any disturbance to the intact
7 segments by redesign, re-engineering or restricting the area of construction activity and
8 shall flag a 30-meter no-entry buffer around the intact Trail segments. The certificate
9 holder shall promptly notify the SHPO and the Department of the discovery. The
10 certificate holder shall consult with the SHPO and the Department to determine
11 appropriate mitigation measures.

12 49 Before beginning construction, the certificate holder shall provide to the Department a map
13 showing the final design locations of all components of the facility, the areas that would be
14 temporarily disturbed during construction and the areas that have previously been surveyed.
15 The certificate holder shall hire qualified personnel to conduct field investigations of all areas to
16 be disturbed during construction that lie outside the previously-surveyed areas. The certificate
17 holder shall provide a written report of the field investigations to the Department and to the
18 Oregon State Historic Preservation Office (SHPO) for review. If any potentially significant
19 historic, cultural or archaeological resources are found during the field investigation, the
20 certificate holder shall instruct all construction personnel to avoid the identified sites and shall
21 implement appropriate measures to protect the sites, including the measures described in
22 Condition 47.

23 50 During construction, the certificate holder shall:

24 (a) Ensure that a qualified archeologist, as defined in OAR 736-051-0070, instructs construction
25 personnel in the identification of cultural materials and avoidance of accidental damage to
26 identified resource site.

27 (b) Employ a qualified cultural resource monitor to conduct monitoring of ground disturbance
28 at depths of 12 inches or greater during grading, trenching, or drilling activities. The
29 qualifications of the selected cultural resources monitor shall be reviewed and approved by
30 the Department, in consultation with the CTUIR Cultural Resources Protection Program. In
31 the selection of the cultural resources monitor to be employed during construction,
32 preference shall be given to citizens of the CTUIR. If any cultural resources are identified
33 during monitoring activities, the steps outlined in the Inadvertent Discovery Plan, as
34 provided in Attachment G of the Final Order on Amendment 1 should be followed. The
35 certificate holder shall report to the Department in its semi-annual report a description of
36 the ground disturbing activities that occurred during the reporting period, dates cultural
37 monitoring occurred, and shall include copies of monitoring forms completed by the cultural
38 resource monitor. [MWP AMD5, OTS AMD1]

39 51 The certificate holder shall ensure that construction personnel cease all ground-disturbing
40 activities in the immediate area if any archaeological or cultural resources are found during
41 construction of the facility until a qualified archaeologist can evaluate the significance of the
42 find. The certificate holder shall notify the Department and the Oregon State Historic
43 Preservation Office (SHPO) of the find. If the SHPO determines that the resource is significant,
44 the certificate holder shall make recommendations to the Council for mitigation, including

1 avoidance, field documentation and data recovery, in consultation with the Department, SHPO,
 2 interested Tribes and other appropriate parties. The certificate holder shall not restart work in
 3 the affected area until the certificate holder has demonstrated to the Department and the SHPO
 4 that it has complied with archaeological resource protection regulations

5 **4. Geotechnical Conditions**

6 52 Before beginning construction of the facility, the certificate holder shall conduct a site-specific
 7 geotechnical investigation and shall report its findings to the Oregon Department of Geology &
 8 Mineral Industries (DOGAMI) and the Department. The certificate holder shall conduct the
 9 geotechnical investigation after consultation with DOGAMI to confirm appropriate site-specific
 10 methodologies for evaluating seismic and non-seismic hazards to inform equipment foundation
 11 and road design. [Final Order; AMD5, Sept 2020]

12
 13 53 The certificate holder shall design and construct the facility in accordance with requirements of
 14 the current Oregon Structural Specialty Code and International Building Code. [AMD5, Sept
 15 2020]

16
 17 54 The certificate holder shall design, engineer and construct the facility to avoid dangers to human
 18 safety presented by non-seismic hazards. As used in this condition, “non-seismic hazards”
 19 include settlement, landslides, flooding and erosion.

20 **5. Hazardous Materials, Fire Protection & Public Safety Conditions**

21
 22 55 During construction and operation, the certificate holder shall handle hazardous materials used
 23 on the site in a manner that protects public health, safety and the environment and shall comply
 24 with all applicable local, state and federal environmental laws and regulations. The certificate
 25 holder shall not store diesel fuel or gasoline on the facility site during operations. [AMD5, Sept
 26 2020]

27 56 If a spill or release of hazardous material occurs during construction or operation of the facility,
 28 the certificate holder shall notify the Department within 72 hours and shall clean up the spill or
 29 release and dispose of any contaminated soil or other materials according to applicable
 30 regulations. The certificate holder shall make sure that spill kits containing items such as
 31 absorbent pads are located on equipment and at the O&M buildings. The certificate holder shall
 32 instruct employees about proper handling, storage and cleanup of hazardous materials

33 57 If final facility design includes wind facility components, the certificate holder shall construct
 34 turbines and pad-mounted transformers on concrete foundations and shall cover the ground
 35 within a 10-foot radius with non-flammable material. The certificate holder shall maintain the
 36 non-flammable pad area covering during operation of the facility.

37 58 If final facility design includes wind facility components, the certificate holder shall install and
 38 maintain self-monitoring devices on each turbine, linked to sensors at the operations and
 39 maintenance building, to alert operators to potentially dangerous conditions, and the certificate
 40 holder shall immediately remedy any dangerous conditions. The certificate holder shall maintain
 41 automatic equipment protection features in each turbine that would shut down the turbine and
 42 reduce the chance of a mechanical problem causing a fire.

1 59 During construction and operation of the facility, the certificate holder shall ensure that the
2 Montague Solar O&M building and all service vehicles are equipped with shovels and portable
3 fire extinguishers of a 4A50BC or equivalent rating.

4 60

5 (a) During construction of the facility, the certificate holder shall develop and implement
6 fire safety plan(s) in consultation with the North Gilliam County Rural Fire Protection
7 District to minimize the risk of fire and to respond appropriately to any fires that
8 occur on the facility site. In developing the fire safety plans, the certificate holder
9 shall take into account the dry nature of the region and shall address risks on a
10 seasonal basis.

11 (b) Prior to operation of the facility, the certificate holder shall submit to the Department
12 and the North Gilliam County Rural Fire Protection District, a final Wildfire Mitigation
13 Plan (WMP) based on final facility design, new information from the data sources
14 identified in WMP Table 5 and:

15 i. An updated wildfire risk assessment, taking into account the facility on the
16 landscape.

17 ii. Information substantially similar to those included in the WMP (Attachment E of
18 the Final Order on RFA1), listed under OAR 345-022-0115(1)(b), taking into
19 account wildfire risk with the facility on the landscape.

20 (c) During operation, the certificate holder shall:

21 i. Meet annually with local fire protection agency personnel to discuss emergency
22 planning and shall invite local fire protection agency personnel to observe any
23 emergency drill or tower rescue training conducted at the facility.

24 ii. Implement the measures in the WMP.

25 iii. In every annual report required under Condition 21 (OAR 345-026-0080), provide
26 an updated WMP based on review of WMP Table 5 or confirm that WMP
27 updates are not required because there have been no changes to the
28 recommendations from the data sources identified in WMP Table 5 during the
29 reporting year.

30 iv. Submit an updated WMP to the North Gilliam County Rural Fire Protection
31 District if substantive changes are made to the WMP as a result of the review
32 under sub (c)(iii) of this condition.

33 [MWPAMD5, Sept 2020, OTSAMD1]

34 61 Upon the beginning of operation of the facility, the certificate holder shall provide a site plan to
35 the North Gilliam County Rural Fire Protection District. The certificate holder shall indicate on
36 the site plan the identification number assigned to each turbine, if constructed, and the actual
37 location of all facility structures. The certificate holder shall provide an updated site plan if
38 additional turbines or other structures are later added to the facility. During operation, the
39 certificate holder shall ensure that appropriate fire protection agency personnel have an up-to-
40 date list of the names and telephone numbers of facility personnel available to respond on a 24-
41 hour basis in case of an emergency on the facility site.

- 1 62 During construction, the certificate holder shall ensure that construction personnel are trained
2 in fire prevention and response, that construction vehicles and equipment are operated on
3 graveled areas to the extent possible and that open flames, such as cutting torches, are kept
4 away from dry grass areas.
- 5 63 During operation of the facility, the certificate holder shall ensure that all on-site employees
6 receive annual fire prevention and response training by qualified instructors or members of the
7 local fire districts. The certificate holder shall ensure that all employees are instructed to keep
8 vehicles on roads and off dry grassland, except when off-road operation is required for
9 emergency purposes.
- 10 64 Before beginning construction of the certificate holder shall submit a Notice of Proposed
11 Construction or Alteration to the Federal Aviation Administration (FAA) and the Oregon
12 Department of Aviation identifying the final locations of turbine towers and meteorological
13 towers to determine if the structure(s) are a hazard to air navigation and aviation safety. The
14 certificate holder shall promptly notify the Department of the responses from the FAA and the
15 Oregon Department of Aviation. The FAA and ODA evaluation and determinations are valid for
16 18 months (per OAR 738-070-0180), once issued. The certificate holder shall maintain current
17 hazard determinations on file commensurate with construction timelines. [AMD5, Sept 2020]
- 18 65 If final facility design includes wind facility components, the certificate holder shall follow
19 manufacturers' recommended handling instructions and procedures to prevent damage to
20 turbine or turbine tower components that could lead to failure.
- 21 66 If final facility design includes wind facility components, there shall be no exterior ladders or
22 access to the turbine blades; turbine towers shall have locked access doors. The certificate
23 holder shall keep tower access doors locked at all times, except when authorized personnel are
24 present.
- 25 67 If final facility design includes wind facility components, the certificate holder shall:
26 (a) Prior to operations, provide to the Department, for review and approval, information or
27 programmatic details on its operational safety-monitoring program that includes regular
28 inspections, maintenance, and reporting program to prevent structural or electrical failure
29 of wind turbine foundations, towers, blades, or electrical equipment. Required elements of
30 the operational safety-monitoring program include:
31 1. Identify and conduct inspections and testing of wind facility components, including but
32 not limited to foundations, towers, blades, nacelles, pad-mounted transformers, and
33 SCADA system, consistent with manufacturers' recommendations and recognized and
34 generally accepted good engineering practices (RAGAGEP) for frequency and process.
35 2. Maintain records of each inspection and test performed. Records shall:
36 i. Identify the date of the inspection or test, the name of the person who performed
37 the inspection or test, the serial number or other identifier of the equipment on
38 which the inspection or test was performed, a description of the inspection or test
39 performed, and the results of the inspection or test.
40 ii. Identify testing or inspection results that show deficiencies in equipment or
41 operation issues that are outside acceptable limits or recommendations identified
42 by the manufacturer. These issues must be corrected before further use, or in a
43 safe and timely manner if precautions are taken to assure safe operation.

- 1 iii. Be made available for inspection by the Department’s Compliance Officer during
- 2 site visits, or upon request from the Department.
- 3 (b) During operations, implement the program as approved by the Department under sub(a) of
- 4 the condition. Certificate holder shall report in its annual report to the Department of any
- 5 changes to its operational safety-monitoring program that occurred during the reporting
- 6 year.
- 7 (c) During operations, in the event of blade or tower failure, a structural or electrical issue that
- 8 causes a fire or other safety hazard the certificate holder shall report the incident to the
- 9 Department within 72 hours, in accordance with OAR 345-026-0170(1), and shall, within 30
- 10 days of the event, submit a report which contains:
- 11 i. A discussion of the cause of the reported incident including results of on-site or
- 12 remote inspections or investigations;
- 13 ii. A description of immediate actions taken to correct the reported conditions or
- 14 circumstances; and
- 15 iii. A description of actions taken or planned to minimize the possibility of recurrence
- 16 and a description of manufacturers' recommendations and recognized and
- 17 generally accepted good engineering practices to avoid instances in the future.
- 18

19 68 If final facility design includes wind facility components, any pad-mounted step-up transformers
20 shall be installed at the base of each tower in locked cabinets designed to protect the public
21 from electrical hazards and to avoid creation of artificial habitat for raptor prey.

22 69 The certificate holder shall:
23 (a) Prior to construction of facility substations, solar array, and battery storage systems, if
24 included in final design, provide maps or engineering drawings to the Department
25 demonstrating that the final layout includes fencing and gates.
26 (b) During operation of substations, solar arrays and battery storage systems, if included in final
27 design, ensure that fencing is maintained and gates are locked to prohibit public access.
28

29 70 Before beginning construction of any new State Highway approaches or utility crossings, the
30 certificate holder shall obtain all required permits from the Oregon Department of
31 Transportation (ODOT) subject to the applicable conditions required by OAR Chapter 734,
32 Divisions 51 and 55. The certificate holder shall submit the necessary application in a form
33 satisfactory to ODOT and the Department for the location, construction and maintenance of a
34 new approach to State Highway 19 for access to the site. The certificate holder shall submit the
35 necessary application in a form satisfactory to ODOT and the Department for the location,
36 construction and maintenance of transmission lines crossing Highway 19.
37

38 71 The certificate holder shall design and construct new access roads and private road
39 improvements to standards approved by the Gilliam County Road Department. Where
40 modifications of County roads are necessary, the certificate holder shall construct the
41 modifications entirely within the County road rights-of-way and in conformance with County
42 road design standards subject to the approval of the Gilliam County Road Department. Where
43 modifications of State roads or highways are necessary, the certificate holder shall construct the
44 modifications entirely within the public road rights-of-way and in conformance with Oregon
45 Department of Transportation (ODOT) standards subject to the approval of ODOT.

1 72 The certificate holder shall construct access roads with a finished width of up to 20 feet,
2 designed under the direction of a licensed engineer and compacted to meet equipment load
3 requirements.

4 73 During construction of the facility, the certificate holder shall implement measures to reduce
5 traffic impacts, including:

- 6 (a) Providing notice to adjacent landowners when heavy construction traffic is anticipated.
- 7 (b) Providing appropriate traffic safety signage and warnings.
- 8 (c) Requiring flaggers to be at appropriate locations at appropriate times during construction
9 to direct traffic.
- 10 (d) Using traffic diversion equipment (such as advance signage and pilot cars) when slow or
11 oversize construction loads are anticipated.
- 12 (e) Maintaining at least one travel lane at all times to the extent reasonably possible so that
13 roads will not be closed to traffic because of construction vehicles.
- 14 (f) Encouraging carpooling for the construction workforce.
- 15 (g) Including traffic control procedures in contract specifications for construction of the
16 facility.
- 17 (h) Keeping Highway 19 free of gravel that tracks out onto the highway at facility access
18 points.

19
20 74 The certificate holder shall ensure that no equipment or machinery is parked or stored on any
21 County road whether inside or outside the site boundary. The certificate holder may temporarily
22 park equipment off the road but within County rights-of-way with the approval of the Gilliam
23 County Road Department.

24
25 75 The certificate holder shall cooperate with the Gilliam County Road Department to ensure that
26 any unusual damage or wear to county roads that is caused by construction of the facility is
27 repaired by the certificate holder. Submittal to the Department of an executed Road Use
28 Agreement with Gilliam County shall constitute evidence of compliance with this condition.
29 Upon completion of construction, the certificate holder shall restore public roads to pre-
30 construction condition or better to the satisfaction of the applicable county departments. If
31 required by Gilliam County, the certificate holder shall post bonds to ensure funds are available
32 to repair and maintain roads affected by the facility. If construction of the facility will utilize
33 county roads in counties other than Gilliam County, the certificate holder shall coordinate with
34 the Department and the respective county road departments regarding the implementation of a
35 similar Road Use Agreement. [AMD5, Sept 2020]

36 76 The certificate holder shall:

- 37 (a) Prior to construction, submit to the Department a copy of contractor site health and safety
38 plan(s) that informs workers and others on-site about first aid techniques and what to do in
39 case of an emergency and that includes important telephone numbers and the locations of
40 on-site fire extinguishers and nearby hospitals.
- 41 (b) During construction, the certificate holder shall require that all on-site construction
42 contractors implement the site health and safety plan submitted per sub(a) of this
43 condition. The certificate holder shall ensure that construction contractors have personnel
44 on-site who are first aid and CPR certified.

(i) If final facility design includes wind facility components, the certificate holder shall ensure that construction contractors have personnel on-site who are trained and equipped for tower rescue.

77 During operation of the facility, the certificate holder shall develop and implement a site health and safety plan that informs employees and others on-site about first aid techniques and what to do in case of an emergency, including a contingency plan in a fire emergency, and that includes important telephone numbers and the locations of on-site fire extinguishers, nearby hospitals, Gilliam County Sheriff’s Office and the office locations of the backup law enforcement services.

(a) If final facility design includes wind facility components, the certificate holder shall ensure that operations personnel are trained and equipped for tower rescue. If the certificate holder conducts an annual emergency drill or performs tower rescue training at the facility, the North Gilliam County Rural Fire Protection District and the Arlington Fire Department will be invited to observe. [AMD5, Sept 2020]

78 The certificate holder shall:

- (a) Prior to construction, provide to the Department a protocol for communication that will occur during construction between certificate holder’s on-site security and Gilliam County Sheriff’s Office.
- (b) During construction, the certificate holder shall provide on-site security within the facility site boundary, and shall establish good communications between on-site security personnel and the Gilliam County Sheriff’s Office by establishing a communication protocol between the security personnel and the Sherriff’s office.
- (c) During operation, the certificate holder shall ensure that appropriate law enforcement agency personnel have an up-to-date list of the names and telephone numbers of facility personnel available to respond on a 24-hour basis in case of an emergency on the facility site. The list shall also be sent to the Department.

79 The certificate holder shall notify the Department of Energy and the Gilliam County Planning Department within 72 hours of any accidents including mechanical failures on the site associated with construction or operation of the facility that may result in public health and safety concerns.

6. Water, Soils, Streams & Wetlands Conditions

80 (a) Prior to construction, the certificate holder shall:

- (i) If final facility design includes wind energy generation components, submit to the Department and Gilliam County Planning Director for review and approval a topsoil management plan including how topsoil will be stripped, stockpiled, and clearly marked in order to maximize topsoil preservation and minimize erosion impacts. [OAR 660-033-0130(37)(b)(B)]. The topsoil management plan may be incorporated into the final Erosion and Sediment Control Plan, required under sub(ii) or may be provided to the Department as a separate plan.
- (ii) Obtain a National Pollutant Discharge Elimination System (NPDES) Storm Water Discharge General Permit #1200-C from the Oregon Department of Environmental Quality.

(b) During construction, the certificate holder shall conduct all work in compliance with an Erosion and Sediment Control Plan (ESCP) satisfactory to the Department and Oregon

- 1 Department of Environmental Quality and as required under the National Pollutant
2 Discharge Elimination System (NPDES) Storm Water Discharge General Permit #1200-C. The
3 certificate holder shall include in the ESCP any procedures necessary to meet local erosion
4 and sediment control requirements or storm water management requirements.
- 5 (c) Prior to beginning facility operation, the certificate holder shall provide the Department a
6 copy of an operational SPCC plan, if required pursuant to OAR 340-141-0001 to -0240. [MWP
7 Final Order on ASC, AMD5; OTS AMD1]
8
- 9 81 During construction, the certificate holder shall limit truck traffic to improved road surfaces to
10 avoid soil compaction, to the extent practicable.
11
- 12 82 During construction, the certificate holder shall implement best management practices to
13 control any dust generated by construction activities, such as applying water to roads and
14 disturbed soil areas.
- 15 83 Prior to construction of the facility, the certificate holder shall provide the Department with a
16 final facility design map that demonstrates avoidance of all wetlands and WOS along with
17 updated and/or current determinations by DSL in accordance with the following subparts:
18 (a) At least 6-months prior to construction within areas covered by WD 2011-0364R (expired
19 May 2022), certificate holder shall submit a new wetland delineation report to DSL and
20 obtain a new DSL determination;
21 (b) If construction activities are planned to occur within areas covered by WD 2018-0660, then,
22 prior to March 2025, certificate holder must seek a renewal of WD 2018-0660;
23 (c) If construction impacts are planned to occur within areas covered by WD2022-0400,
24 certificate holder must provide the DSL determination to the Department and ensure it
25 remains active/renewed through the date of construction commencement;
26 (d) If any future DSL determinations evaluated under (a) – (c) of this condition identify wetlands
27 or WOS that could be impacted by facility construction or operation and that would require
28 a removal-fill permit, Council approval of a site certificate amendment with removal fill
29 requirements must be obtained.
30
- 31 84 The certificate holder shall avoid impacts to waters of the state in the following manner:
32 (a) The certificate holder shall avoid any disturbance to delineated wetlands.
33 (b) The certificate holder shall construct stream crossings for roads and underground
34 collector lines substantially as described in the Final Order on the Application or the
35 Final Order on Amendment #4. In particular, the certificate holder shall not remove
36 material from waters of the State or add new fill material to waters of the State such
37 that the total volume of removal and fill exceeds 50 cubic yards for the project as a
38 whole.
39 (c) The certificate holder shall construct support poles for aboveground lines outside of
40 delineated stream channels and shall avoid in-channel impacts.
41 [AMD5]
42
- 43 85 During facility operation, the certificate holder shall routinely inspect and maintain all facility
44 components including roads, pads (including turbine and battery storage pad), solar array, and
45 trenched areas and, as necessary, maintain or repair erosion and sediment control measures.
46 [AMD5, Sept 2020]

1 86 During facility operation, the certificate holder shall obtain water for on-site uses from an on-
 2 site well located near the Montague Solar O&M building. The certificate holder shall construct
 3 the on-site well subject to compliance with the provisions of ORS 537.765 relating to keeping a
 4 well log. The certificate holder shall not use more than 5,000 gallons of water per day from the
 5 on-site well. The certificate holder may use other sources of water for on-site uses subject to
 6 prior approval by the Department.

7 87 During facility operation, if wind turbine blade or solar panel-washing becomes necessary, the
 8 certificate holder shall ensure that there is no runoff of wash water from the site or discharges
 9 to surface waters, storm sewers or dry wells. The certificate holder shall not use acids, bases or
 10 metal brighteners with the wash water. The certificate holder may use biodegradable,
 11 phosphate-free cleaners sparingly. [MWP AMD5]

12 **7. Transmission Line & EMF Conditions**

13
 14 88 The certificate holder shall install the 34.5-kV collector system underground to the extent
 15 practical. The certificate holder shall install underground lines at a minimum depth of three feet.
 16 Based on geotechnical conditions or other engineering considerations, the certificate holder
 17 may install segments of the collector system aboveground, but the total length of aboveground
 18 segments must not exceed 27 miles.

19 89 The certificate holder shall take reasonable steps to reduce or manage human exposure to
 20 electromagnetic fields, including but not limited to:

21 ~~(a)~~ [Deleted AMD5, Sept 2020]

22 (a) Providing to landowners a map of underground and overhead transmission lines on
 23 their property and advising landowners of possible health risks from electric and
 24 magnetic fields.

25 (b) Designing and maintaining all transmission lines so that alternating current electric fields
 26 do not exceed 9 kV per meter at one meter above the ground surface in areas accessible
 27 to the public.

28 (c) Designing and maintaining all transmission lines so that induced voltages during
 29 operation are as low as reasonably achievable.

30
 31 90 [Deleted OTS AMD1]
 32

33 **8. Plants, Wildlife & Habitat Protection Conditions**

34
 35 91 During operation, the certificate holder shall implement the requirements of the Wildlife
 36 Monitoring and Mitigation Plan (WMMP), as provided in Attachment D of the Final Order on
 37 Amendment 1. [MWP Final Order on ASC, AMD3, AMD5; OTS AMD1]

38 92 The certificate holder shall restore areas disturbed by facility construction but not occupied by
 39 permanent facility structures according to the methods and monitoring procedures described in
 40 the final Revegetation Plan for the facility, as approved by the Department in consultation with
 41 ODFW. The final Revegetation Plan shall be based on the draft plan as Attachment E in the Final
 42 Order on Request for Amendment #5. [MWP Final Order on ASC, AMD3, AMD5]

1 93 If final facility design includes wind energy generation components, the certificate holder shall:

2 (a) Acquire the legal right to create, enhance, maintain and protect a habitat mitigation area as
3 long as the site certificate is in effect by means of an outright purchase, conservation
4 easement or similar conveyance and shall provide a copy of the documentation to the
5 Department. Within the habitat mitigation area, the certificate holder shall improve the
6 habitat quality as described in the final Habitat Mitigation Plans for the Facility, as approved
7 by the Department in consultation with ODFW. The final Habitat Mitigation Plans shall be
8 based on the draft plan included as Attachment C to the Final Order on Request for
9 Amendment 1 and updated based on Condition 31. The final Habitat Mitigation Plans may
10 be amended from time to time.

11 (b) Prior to construction, the certificate holder shall finalize and implement the Habitat
12 Mitigation Plan (HMP) included as Attachment C of the Final Order on Amendment 1, as
13 approved by ODOE in Consultation with ODFW. Provision regarding impacted acreage
14 calculations shall be completed and submitted to the department after construction is
15 complete as described in the condition below.

16 (c) Within 90 days of completion of construction, the certificate holder shall submit to the
17 department and ODFW an updated HMP Table.
18 [AMD5, Sept 2020]

19 94 Prior to construction of facility components or a phase of components that will occur within
20 suitable Washington ground squirrel (WGS) habitat, the certificate holder shall conduct
21 protocol-level surveys for WGS within 1000 feet of any ground disturbing activity. Survey reports
22 shall be submitted to the Department and ODFW for review and concurrence.

23 Suitable WGS habitat can be defined as any terrestrial habitat that has not been
24 developed (i.e. active agricultural lands), particularly shrub-steppe and grassland
25 habitats. Protocol-level surveys include two sets of surveys at least two weeks apart, in
26 the active squirrel season (March 1 to May 31). If a single or multiple WGS burrows are
27 identified, the delineation of Category 1 habitat shall be based on a 785-foot buffer
28 from those burrows, excluding areas of habitat types not suitable for WGS foraging or
29 burrow establishment. Protocol-level surveys are valid for three (3) years. If
30 construction does not commence the year following the protocol-level survey, any
31 active burrows or colonies shall be checked prior to the year of construction to evaluate
32 any changes that may occur in the location and delineation of Category 1.

33
34 95 The certificate holder shall implement measures to mitigate impacts to sensitive wildlife habitat
35 during construction including, but not limited to, the following:

36 (a) The certificate holder shall not construct any facility components within areas of
37 Category 1 habitat and shall avoid temporary disturbance of Category 1 habitat.

38 (b) Before beginning construction of the facility, the certificate holder's qualified
39 professional biologist shall survey the Category 1 Washington ground squirrel habitat to
40 ensure that the sensitive use area is correctly marked with exclusion flagging and avoided
41 during construction. The certificate holder shall maintain the exclusion markings until
42 construction has been completed.

1 (c) Before beginning construction of the facility, certificate holder’s qualified professional
 2 biologist shall complete raptor nest surveys within the raptor nest survey area as
 3 described in the Final Order on the Application. The purposes of the survey are to
 4 identify any sensitive raptor nests near construction areas and to provide baseline
 5 information on raptor nest use for analysis as described in the Wildlife Monitoring and
 6 Mitigation Plan referenced in Condition 91. The certificate holder shall provide a written
 7 report on the raptor nest surveys and the surveys to the Department and to ODFW. If the
 8 surveys identify the presence of raptor nests within the survey area, the certificate
 9 holder shall implement appropriate measures to assure that the design, construction and
 10 operation of the facility are consistent with the fish and wildlife habitat mitigation goals
 11 and standards of OAR 635-415-0025, as approved by the Department, in consultation
 12 with ODFW.

13 (d) In the final design layout of the facility, the certificate holder shall locate facility
 14 components, access roads and construction areas to avoid or minimize temporary and
 15 permanent impacts to high quality native habitat and to retain habitat cover in the
 16 general landscape where practicable.

17 96 If final facility design includes wind facility components:

18 Prior to the year in which construction occurs and each subsequent year of construction, the
 19 certificate holder shall use a protocol approved by the Oregon Department of Fish and Wildlife
 20 (ODFW) to determine whether there are any active nests of these species within a half-mile of
 21 any areas that would be disturbed during construction. The certificate holder shall begin
 22 monitoring potential nest sites by March 15 and shall continue monitoring until at least May 31
 23 to determine whether any potentially-active nest sites become active during the sensitive
 24 period.

25 During construction, the certificate holder shall avoid all construction activities within a 1,300-
 26 foot buffer around active nest sites of the following species during the sensitive period, as
 27 provided in this condition:

<u>Species</u>	<u>Sensitive Period</u>	<u>Early Release Date</u>
Swainson’s hawk	April 1 to August 15	May 31
Ferruginous hawk	March 15 to August 15	May 31
Burrowing owl	April 1 to August 15	July 15

28 If any nest site is determined to be unoccupied by the early release date (May 31), then
 29 unrestricted construction activities may occur within 1,300 feet of the nest site after that date. If
 30 a nest is occupied by any of these species after the beginning of the sensitive period, the
 31 certificate holder will flag the boundaries of a 1,300-foot buffer area around the nest site and
 32 shall instruct construction personnel to avoid disturbance of the buffer area. During the
 33 sensitive period, the certificate holder shall not engage in high-impact construction activities
 34 (activities that involve blasting, grading or other major ground disturbance) within the buffer
 35 area. The certificate holder shall restrict construction traffic within the buffer, except on public
 36 roads, to vehicles essential to the limited construction activities allowed within the buffer.

1 If burrowing owl nests are occupied during the sensitive period, the certificate holder may
2 adjust the 1,300-foot buffer around these nests after consultation with ODFW and subject to the
3 approval of the Department.

4 The certificate holder shall hire a qualified independent professional biologist to observe the
5 active nest sites during the sensitive period for signs of disturbance and to notify the
6 Department of any non-compliance with this condition. If the biologist observes nest site
7 abandonment or other adverse impact to nesting activity, the certificate holder shall implement
8 appropriate mitigation, in consultation with ODFW and subject to the approval of the
9 Department, unless the adverse impact is clearly shown to have a cause other than construction
10 activity.

11 The certificate holder may begin or resume construction activities within the buffer area before
12 the ending day of the sensitive period with the approval of ODFW, after the young are fledged.
13 The certificate holder shall use a protocol approved by ODFW to determine when the young are
14 fledged (the young are independent of the core nest site).

15 97 [Deleted AMD5, Sept 2020]

16 98 The certificate holder shall implement measures to avoid or mitigate impacts to sensitive
17 wildlife habitat during construction including, but not limited to, the following:

18 (a) Preparing maps to show occlusion areas that are off-limits to construction personnel,
19 such as nesting or denning areas for sensitive wildlife species.

20 (b) Avoiding unnecessary road construction, temporary disturbance and vehicle use.

21 (c) Limiting construction work to approved and surveyed areas shown on facility constraints
22 maps.

23 (d) Ensuring that all construction personnel are instructed to avoid driving cross-country or
24 taking short-cuts within the site boundary or otherwise disturbing areas outside of the
25 approved and surveyed construction areas.

26 99 If final facility design includes wind facility components, the certificate holder shall reduce the
27 risk of injuries to avian species by:

28 (a) Installing turbine towers that are smooth steel structures that lack features that would
29 allow avian perching.

30 (b) Locating turbine towers to avoid areas of increased risk to avian species, such as cliff
31 edges, narrow ridge saddles and gaps between hilltops.

32 (c) Installing meteorological towers that are non-guyed structures to eliminate the risk of
33 avian collision with guy-wires.

34 (d) Designing and installing all aboveground transmission line support structures following
35 the most current suggested practices for avian protection on power lines published by
36 the Avian Power Line Interaction Committee.

37
38 100 The certificate holder shall hire a qualified environmental professional to provide environmental
39 training during construction and operation. Environmental training includes information on the

1 sensitive species present onsite, precautions to avoid injuring or destroying wildlife or sensitive
2 wildlife habitat, exclusion areas, permit requirements and other environmental issues. The
3 certificate holder shall instruct construction and operations personnel to report any injured or
4 dead wildlife detected while on the site to the appropriate onsite environmental manager.
5

6 101 The certificate holder shall impose and enforce a construction and operation speed limit of 20
7 miles per hour throughout the facility site and, during the active squirrel season (March 1 to
8 May 31), a speed limit of 10 miles per hour from one hour before sunset to one hour after
9 sunrise on private roads near known Washington ground squirrel (WGS) colonies. The certificate
10 holder shall ensure that all construction and operations personnel are instructed to watch out
11 for and avoid WGS and other wildlife while driving through the facility site.

12 **8. Visual Effects Conditions**
13

14 102 To reduce the visual impact of the facility, if applicable based on final facility design, the
15 certificate holder shall:

- 16 (a) Mount nacelles on smooth, steel structures, painted uniformly in a low-reflectivity,
17 neutral white color.
- 18 (b) Paint the Montague Solar collector substation and switching station structures in a low-
19 reflectivity neutral color to blend with the surrounding landscape.
- 20 (c) Not allow any advertising to be used on any part of the facility.
- 21 (d) Use only those signs required for facility safety, required by law or otherwise required by
22 this site certificate, except that the certificate holder may erect a sign near the Montague
23 Solar O&M building to identify the facility, may paint turbine numbers on each tower and
24 may allow unobtrusive manufacturers' logos on turbine nacelles.
- 25 (e) Maintain any signs allowed under this condition in good repair.
26

27 103 The certificate holder shall design and construct the O&M building, substation, and buildings
28 and containers associated with battery storage, if applicable based on final facility design, to be
29 generally consistent with the character of similar buildings used by commercial farmers or
30 ranchers in the area and shall paint the building in a low-reflectivity, neutral color to blend with
31 the surrounding landscape. [AMD5, Sept 2020]
32

33 104 The certificate holder shall not use exterior nighttime lighting except, if applicable based on final
34 facility design:
35

- 36 (a) The minimum turbine tower lighting required or recommended by the Federal Aviation
37 Administration.
- 38 (b) Security lighting at the O&M buildings and at the substations, provided that such lighting
39 is shielded or downward-directed to reduce glare.
- 40 (c) Minimum lighting necessary for repairs or emergencies.
- 41 (d) Minimum lighting necessary for construction directed to illuminate the work area and
42 shielded or downward-directed to reduce glare.
43

44 105 [Deleted AMD5, Sept 2020]
45

1 **9. NOISE CONTROL CONDITIONS**

2 106 To reduce construction noise impacts at nearby residences, the certificate holder shall:

- 3 (a) Confine the noisiest operation of heavy construction equipment to the daylight hours.
- 4 (b) Require contractors to install and maintain exhaust mufflers on all combustion engine-
- 5 powered equipment; and
- 6 (c) Establish a complaint response system at the construction manager’s office to address
- 7 noise complaints.
- 8

9 107 The certificate holder shall provide to the Department:

10 (i) Prior to construction:

11 (a) A noise analysis that includes the following Information:

12 Final design locations of all noise-generating facility components (all wind turbines;

13 substation transformers, inverters, and transformers associated with the photovoltaic

14 solar array; and inverters and cooling systems associated with the battery storage

15 system).

16

17 The maximum sound power level for the Montague Solar collector substation

18 transformers; inverters and transformers associated with the photovoltaic solar array;

19 inverters and cooling systems associated with battery storage system; and the

20 maximum sound power level and octave band data for the Phase 2 wind turbines

21 selected for the facility based on manufacturers’ warranties or confirmed by other

22 means acceptable to the Department.

23

24 The results of noise analysis according to the final design performed in a manner

25 consistent with the requirements of OAR 340-035-0035(1)(b)(B)(iii) (IV) and (VI)

26 demonstrating to the satisfaction of the Department that the total noise generated by

27 the facility (including the noise from wind turbines, substation transformers, inverters

28 and transformers associated with the photovoltaic solar array; inverters and cooling

29 systems associated with battery storage system) would meet the ambient degradation

30 test and maximum allowable test at the appropriate measurement point for all

31 potentially-affected noise sensitive properties. The certificate holder shall verify that all

32 noise sensitive properties within one mile of the final design locations of noise-

33 generating components have been identified and included in the preconstruction noise

34 analysis based on review of the most recent property owner information obtained from

35 the Gilliam County Tax Assessor Roll.

36

37 For each noise-sensitive property where the certificate holder relies on a noise waiver to

38 demonstrate compliance in accordance with OAR 340-035-0035(1)(b)(B)(iii)(III), a copy

39 of the legally effective easement or real covenant pursuant to which the owner of the

40 property authorizes the certificate holder’s operation of the facility to increase ambient

41 statistical noise levels L10 and L50 by more than 10 dBA at the appropriate

42 measurement point. The legally-effective easement or real covenant must: include a

43 legal description of the burdened property (the noise-sensitive property); be recorded in

44 the real property records of the county; expressly benefit the certificate holder;

45 expressly run with the land and bind all future owners, lessees or holders of any interest

1 in the burdened property; and not be subject to revocation without the certificate
2 holder’s written approval.
3 [Final Order on ASC; AMD5, Sept 2020]

4 108 During operation of the facility, the certificate holder shall implement measures to ensure
5 compliance with the noise control regulation, including:

6 (a) Providing notice of the noise complaint system and how to file a noise complaint to noise
7 sensitive receptors within 1-mile of noise-generating components.

8 (b) Maintain a complaint response system to address noise complaints. The certificate holder
9 shall promptly notify the Department of any complaints received regarding facility noise
10 and of any actions taken by the certificate holder to address those complaints. In response
11 to a complaint from the owner of a noise sensitive property regarding noise levels during
12 operation of the facility, the Council may require the certificate holder to monitor and
13 record the statistical noise levels to verify that the certificate holder is operating the
14 facility in compliance with the noise control regulations. [AMD5, Sept 2020]
15

16 **10. Waste Management Conditions**

17 109 The certificate holder shall provide portable toilets for on-site sewage handling during
18 construction and shall ensure that they are pumped and cleaned regularly by a licensed
19 contractor who is qualified to pump and clean portable toilet facilities.

20 110 During operation of the facility, the certificate holder shall discharge sanitary wastewater
21 generated at the Montague Solar O&M building to a licensed on-site septic system in
22 compliance with State permit requirements. The certificate holder shall design the septic system
23 for a discharge capacity of less than 2,500 gallons per day.

24 111 The certificate holder shall implement a waste management plan during construction that
25 includes but is not limited to the following measures:

- 26 (a) Recycling steel and other metal scrap.
- 27 (b) Recycling wood waste.
- 28 (c) Recycling packaging wastes such as paper and cardboard.
- 29 (d) Collecting non-recyclable waste for transport to a local landfill by a licensed waste hauler.
- 30 (e) Segregating all hazardous wastes such as used oil, oily rags and oil-absorbent materials,
31 and mercury-containing lights and lithium-ion, flow, lead-acid and nickel-cadmium
32 batteries for disposal by a licensed firm specializing in the proper recycling or disposal of
33 hazardous wastes. [AMD5, Sept 2020]
- 34 (f) Confining concrete delivery truck rinse-out within the foundation excavation, discharging
35 rinse water into foundation holes and burying other concrete waste as part of backfilling
36 the turbine foundation.

37
38 112 The certificate holder shall implement a waste management plan during facility operation that
39 includes but is not limited to the following measures:

- 40 (a) Training employees to minimize and recycle solid waste.
- 41 (b) Recycling paper products, metals, glass and plastics.
- 42 (c) Recycling used oil and hydraulic fluid

- 1 (d) Collecting non-recyclable waste for transport to a local landfill by a licensed waste hauler.
- 2 (e) Segregating all hazardous, non-recyclable wastes such as used oil, oily rags and oil-
- 3 absorbent materials, and mercury-containing lights and lithium-ion, flow, lead-acid and
- 4 nickel-cadmium batteries for disposal by a licensed firm specializing in the proper
- 5 recycling or disposal of hazardous wastes. [AMD5, Sept 2020]

6
 7 **V. CONDITIONS ADDED BY MONTAGUE WIND POWER FACILITY SITE CERTIFICATE**
 8 **AMENDMENTS**
 9

10 113-115 [Deleted AMD2, Dec 2015]

11
 12 116 If final facility design includes battery energy storage components, the certificate holder shall
 13 ensure its third-party contractor transports and disposes of battery and battery waste in
 14 compliance with all applicable regulations and manufacturer recommendations related to the
 15 transport of hazardous battery materials.

- 16 (a) Prior to construction, the certificate holder shall provide a description to the Department
- 17 of applicable regulations and manufacturer recommendations applicable to the transport
- 18 and disposal of batteries and battery related waste.
- 19 (b) During construction and operation, the certificate holder shall report to the Department
- 20 any potential compliance issue or cited violations of its third-party contractor for the
- 21 requirements identified in sub(a) of this condition. [AMD5, Sept 2020]

22
 23 117 During facility operation, if final facility design includes battery energy storage components, the
 24 certificate holder shall conduct monthly inspections of the battery storage systems, in
 25 accordance with manufacturer specifications. The certificate holder shall maintain
 26 documentation of inspections, including any corrective actions, and shall make available for
 27 review upon request by the Department. [AMD5, Sept 2020]

28
 29 118 The site certificate authorizes shared use of related or supporting facilities including the
 30 Montague Solar collector substation, Montague Solar O&M building, battery storage system,
 31 230 kV transmission line, access roads, and temporary staging areas under the site certificates
 32 issued for the Montague Solar Facility and Oregon Trail Solar Facility. The site certificate
 33 authorizes shared use of related or supporting facilities including the Montague Wind collector
 34 substation under the site certificates issued for the Montague Wind Facility, Montague Solar
 35 Facility and Oregon Trail Solar Facility.

- 36 (a) Within 30 days of shared use, the certificate holder must provide evidence to the
- 37 Department that the certificate holders have an executed agreement for shared use of
- 38 facilities.
- 39 (b) If certificate holders of Montague Solar Facility or Oregon Trail Solar Facility propose to
- 40 substantially modify any of the shared facilities listed in sub(a) of this condition, each
- 41 certificate holder shall submit an amendment determination request or request for site
- 42 certificate amendment to obtain a determination from the Department on whether a site
- 43 certificate amendment is required or to process an amendment for both site certificates.
- 44 If certificate holders opt to submit an amendment determination request, the
- 45 requirement may be satisfied through submittal of a single amendment determination
- 46 request with authorization (or signature) provided from each certificate holder.

1 (c) Prior to facility decommissioning or if facility operations cease, each certificate holder
2 shall submit an amendment determination request or request for site certificate
3 amendment to document continued ownership and full responsibility, including coverage
4 of full decommissioning amount of the shared facilities in the bond or letter of credit
5 pursuant to Condition 32, for the operational facility, if facilities are decommissioned at
6 different times.

7 [AMD5, Sept 2020]
8

9 119 Prior to construction and operation of the facility, the certificate holder shall identify the
10 number of outdoor signs and applicable Gilliam County Zoning Ordinance (GCZO) Section 8.050
11 Sign Regulation provisions and provide to the Department and Gilliam County Planning
12 Department written confirmation that outdoor signage complies with the applicable provisions.
13 [AMD5, Sept 2020]
14

15 **VI. CONDITIONS ADDED BY OREGON TRAIL SOLAR AMENDMENT 1**
16

17 120 If the final facility design includes solar photovoltaic energy generation components, the
18 certificate holder shall:

19 (a) Within 60-days of approval of Final Order on Amendment 1, provide to the
20 Department copies of fully executed Memorandums of Agreement (MOA)
21 substantially similar to the draft MOAs provided in Attachment F of Final Order
22 on Amendment 1 and consistent with the pre-construction payment
23 requirement under (b) of this condition. Substantive changes to the MOA shall
24 be reviewed and approved by Council.

25 (b) Prior to construction, provide to the Department evidence that the Community
26 Donation Funds have been issued to the Port of Arlington and Gilliam County Soil and
27 Watershed Council consistent with the findings presented in the Final Order on
28 Amendment 1.

29 (c) In the annual report to the Department (Condition 21), for the first 10-years of
30 operation, unless Donation Funds are completely expended prior to the 10-year period,
31 provide copies of the annual reports obtained under the executed MOAs per sub (b)
32 that demonstrate the status of projects completed during the reporting year and the
33 schedule and description of projects to be completed in the next reporting year.
34

35 **VII. SUCCESSORS AND ASSIGNS**

36 To transfer this site certificate or any portion thereof or to assign or dispose of it in any other manner,
37 directly or indirectly, the certificate holder shall comply with OAR 345-027-0400.

38 **VIII. SEVERABILITY AND CONSTRUCTION**

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

1 **IX. GOVERNING LAW AND FORUM**


2 This site certificate shall be governed by the laws of the State of Oregon. Any litigation or arbitration
3 arising out of this agreement shall be conducted in an appropriate forum in Oregon.

1 **X. EXECUTION**

2 This site certificate may be executed in counterparts and will become effective upon signature by the
3 Chair of the Energy Facility Siting Council and the authorized representative of the certificate holder.

4 IN WITNESS WHEREOF, this site certificate has been executed by the State of Oregon, acting by and
5 through its Energy Facility Siting Council, and by Oregon Trail Solar, LLC.
6
7

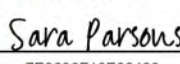
ENERGY FACILITY SITTING COUNCIL

By: 
Marcia L Grail (Apr 10, 2023 11:35 PDT)

Print: Marcia L Grail


Date: 10-Apr-2023

OREGON TRAIL SOLAR, LLC

DocuSigned by:
By: 

7E3636F16E82493...
Print: Sara Parsons

Date: 4/7/2023

DocuSigned by: and
By: 

0D6BD32D7D4742A...
Print: Stephanie La Pier

Date: 4/10/2023

and

By: _____

Print: _____

Date: _____

Legal
DS



8

9

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11

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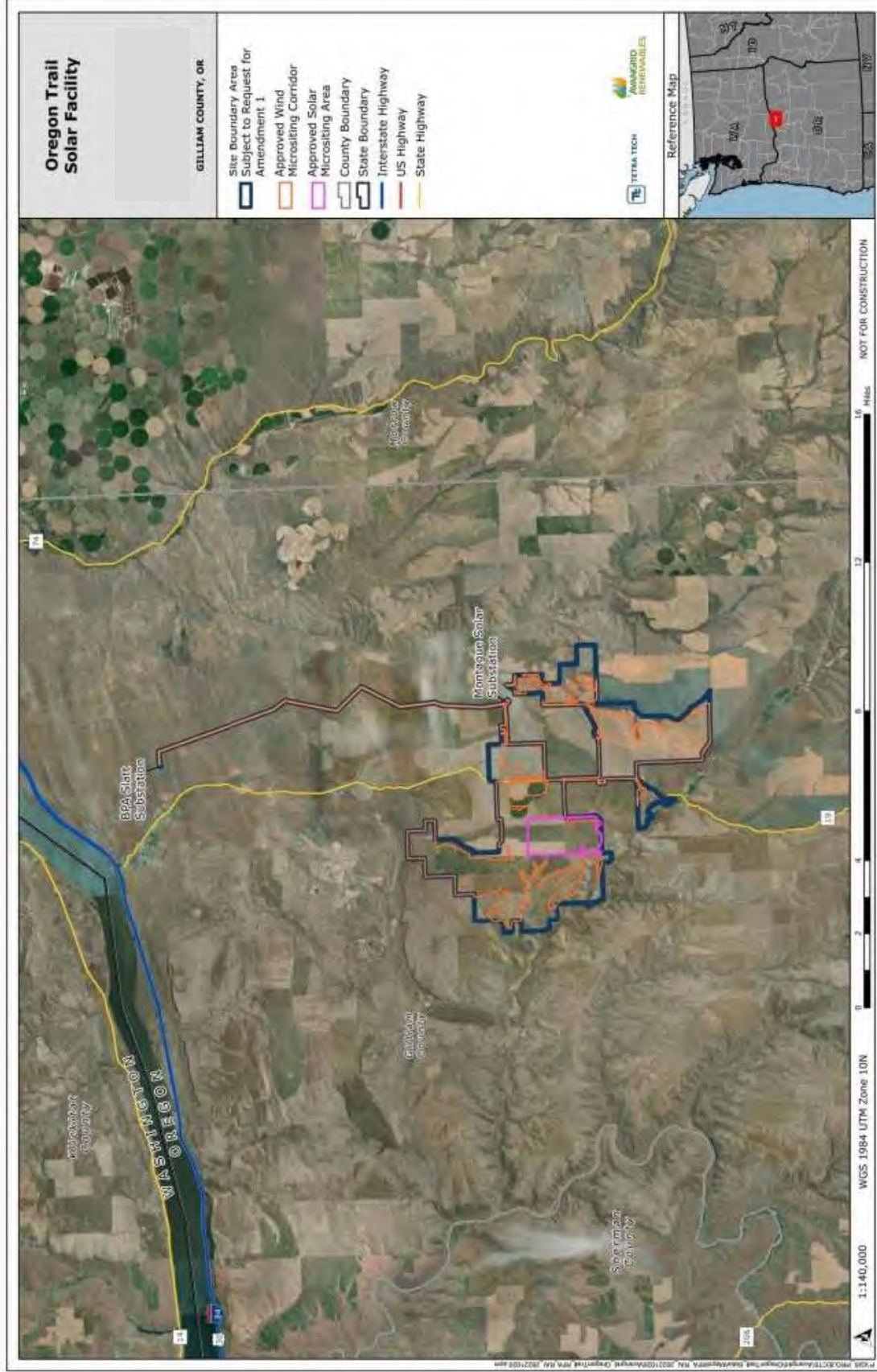
13

14

15

1 **Figure 1: Approved Site Boundary**

2



3

OTSAMD1 Amended Site Certificate

Final Audit Report

2023-04-10

Created:	2023-04-10
By:	Energy Siting (Energy.Siting@Oregon.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAgBNixU7TrHDO8YlpUffLH5cVyuxRKOxX

"OTSAMD1 Amended Site Certificate" History

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 Signer marcy@ibew125.com entered name at signing as Marcia L Grail

2023-04-10 - 6:35:40 PM GMT- IP address: 107.77.211.83

 Document e-signed by Marcia L Grail (marcy@ibew125.com)

Signature Date: 2023-04-10 - 6:35:42 PM GMT - Time Source: server- IP address: 107.77.211.83

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2023-04-10 - 6:35:42 PM GMT

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Attachment B-1: Reviewing Agency Comments

**Attachment B: OTS RFA1 Reviewing Agency Comments on Preliminary Request for Amendment
(Index)**

Commenter Name	Title/Entity/Organization	Date Received	Comment Format	Comment Scope/Topic
Lindsay Somers	Habitat Biologist Oregon Department of Fish and Wildlife	10/13/2022 and 10/18/2022	Written	ODFW reviewed and commented on T&E and Habitat evaluation on Washington Ground Squirrel, provided input on revisions to Condition 94 for WGS habitat. Also requested updated maps for Habitat Mitigation Plan.
Jordan Brown	Conservation Biologist Oregon Department of Agriculture – Native Plant Conservation	10/21/2022	Written	ODA review and commented on May 2022 Rare Plant survey, T&E species, low potential for Laurent’s Milkvetch, and removal of additional preconstruction survey requirements if constructed within 3 years of RFA1.
Teara Farrow Ferman	Confederated Tribe of Umatilla Indian Reservation	10/27/2022	Written	CTUIR comments focused on proposed changes requested in the pRFA1 for Condition 50(b) re: use of CTUIR monitors. CTUIR letter notes in coordination with certificate holder on final proposed language for this condition. Also notes still waiting to sign confidential final mitigation agreement with certificate holder.
Elizabeth A Farrar Campbell	Gilliam County Judge Gilliam County SAG	10/21/2022	Written	Gilliam County Court submitted written comments on behalf of the Gilliam County SAG specific to the Goal 3 exception for the 1,228 acres of agricultural lands for solar array, local economic benefit and minimal impacts to agriculture

Copies of all reviewing agency comments are attached in order of index table

SLOAN Kathleen * ODOE

From: SOMERS Lindsay N * ODFW
Sent: Tuesday, October 18, 2022 11:51 AM
To: SLOAN Kathleen * ODOE
Cc: ESTERSON Sarah * ODOE; CHERRY Steve P * ODFW; THOMPSON Jeremy L * ODFW
Subject: RE: Oregon Trail Solar preliminary Request for Amendment 1 - ODFW Review and Comments

Attachments: OTSAMD1 pRFA ODFW Comment Summary Draft.pdf; OTSAMD1 pRFA ODFW Comment Summary Draft.docx

Follow Up Flag: Follow up
Flag Status: Flagged

Hi Kate,

Thank you for drafting up the comments for the Oregon Trail Solar preliminary Request for Amendment 1. I believe we responded to all the questions in the document (included below).

I added some edits to the text of the Habitat Categorization and T&E sections as well as additional details to the condition 94. If you would prefer the condition edits to be included in the T&E section, please let me know and I will make some further changes.

I have attached the Word doc that includes comments as well as a .pdf (if needed).

ODOE questions:

1. Does ODFW support ODOE requesting that the methods for PCFM for wind be updated to use GenEst rather than Shoenfeld?
Yes, it would be helpful if the same statistical program is used for all mortality analysis for comparison between energy facilities and across the Columbia Basin.
2. The condition does not currently reference a 3-year validity period, and requires a protocol survey and then subsequent annual surveys if construction does not commence within 1-year of the initial survey – does ODFW support amending the condition to be clear that a preconstruction protocol level survey is valid for 3-years? (and would not have to be repeated annually if there is a gap in precon to con > 3 years)?
Yes, protocol level surveys are not necessary annually. Surveys for WGS are considered viable for use in the construction of projects for a three-year period.
During the three-year period the developer would still need to go to known existing WGS colonies in the project area to ensure that the WGS had not moved into the project area.
3. Is there any need for this condition to apply to the solar microsite area? Since its active ag – or does the adjacent Cat 3 and 4 grasslands warrant future review for WGS potential? It is active ag..
As long as all of the temp/perm impacts for the solar microsite area will be on active agriculture and not within WGS habitat, there is no need for surveys for the solar microsite area. If they cannot microsite all temp/perm impacts away from WGS habitat, then they would need to complete surveys. I added language that requires surveys if construction were to occur within suitable habitat and defined 'suitable' as well as the Cat 1 and 2 buffer areas.
4. I don't feel strongly about removing this – but consider that the protocol would establish that a qualified biologist conduct the survey – I also don't think that Cat 1 boundaries need to be “approved” by the Department..
As long as the protocol requires surveys to be completed by a third party or qualified biologist, they should be valid.

Lindsay

Lindsay Somers
Habitat Biologist-John Day Watershed
Oregon Department of Fish and Wildlife
73471 Mytinger Ln
Pendleton, OR 97801
Office: 541-388-6294

From: SLOAN Kathleen * ODOE <Kathleen.SLOAN@energy.oregon.gov>
Sent: Friday, October 14, 2022 9:20 AM
To: SOMERS Lindsay N * ODFW <Lindsay.N.SOMERS@odfw.oregon.gov>; CHERRY Steve P * ODFW <Steve.P.CHERRY@odfw.oregon.gov>
Cc: ESTERSON Sarah * ODOE <Sarah.ESTERSON@energy.oregon.gov>
Subject: RE: Oregon Trail Solar preliminary Request for Amendment 1 - ODFW Review and Comments

Good Morning,

We have located a 2020 survey report for Montague Solar that also included all of the Oregon Trail Solar Facility's solar microsite area. For that reason, I have updated the proposed language for the comment letter for the T&E Section as below:

T&E Species

ODFW understands that the analysis area (area within and extending 5-miles from the site boundary) contains suitable habitat for WGS. ODFW understands that protocol-level surveys were completed in in 2017 and 2018 for the OTS wind microsite area **and in 2020 for the OTS solar microsite area** which confirmed that no WGS or WGS colonies were present. ~~Portions of these areas are within the OTS solar microsite area.~~ However, protocol-level protocol surveys have not been conducted recently (or within 3-years) for the wind-microsite area, which contains suitable WGS habitat. ODFW concurs that the preconstruction WGS survey required under Condition 94 will ensure that WGS species and associated habitat will be delineated to ensure impacts are avoided. Proposed changes to Condition 94 are in redline below.

Feel free to make the change in your comment letter.

Thanks,

Kate

From: SLOAN Kathleen * ODOE
Sent: Thursday, October 13, 2022 4:02 PM
To: SOMERS Lindsay N * ODFW <Lindsay.N.Somers@odfw.oregon.gov>; CHERRY Steve P * ODFW <Steve.P.CHERRY@odfw.oregon.gov>
Cc: ESTERSON Sarah * ODOE <Sarah.ESTERSON@energy.oregon.gov>
Subject: FW: Oregon Trail Solar preliminary Request for Amendment 1 - ODFW Review and Comments

Good Afternoon,

Thank you for taking the time to discuss and provide comments on the Oregon Trail Solar preliminary Request for Amendment 1 with us. We appreciate your time and input.

As promised, we drafted a summary of comments in the attached letter to provide you with a draft format to work from. Our intent in providing the comment summary is only to support your review/comment, so please modify/reject as appropriate.

We would like to request a response from ODFW by October 21, 2022.

Please feel free to contact me if you have any questions,

 <p>OREGON DEPARTMENT OF ENERGY</p>	<p>Kathleen Sloan Senior Siting Analyst 550 Capitol St. NE Salem, OR 97301 P: 971-701-4913</p>  Stay connected!
--	--

[State of Oregon: Facilities - Energy Facility Siting](#)

Oregon Trail Solar – preliminary Request for Amendment 1 of the Site Certificate

ODFW:ODOE Consultation

October 13, 2022

The Oregon Department of Fish and Wildlife (ODFW) provides the following comments on preliminary Request for Amendment 1 of the Oregon Trail Solar Project, based on consultation with the Oregon Department of Energy.

ODFW understands that the amendment request seeks to extend the construction commencement deadline from 2022 to 2025, resulting in a potential completion deadline of 2028. ODFW also understands the scope of review for a construction deadline extension request is to evaluate whether, based on changes in fact or law, there have been any changes that would impact the Energy Facility Siting Council's (Council) previous evaluation of impacts to resources and compliance with Council standards.

Facility Overview

- 41 MW solar and/or wind in Gilliam County
 - o Solar microsites area is 1,228 acres (Category 6)
 - o Wind microsites area is 12,638 acres – predominately Category 6 – but includes Categories 2, 3 and 4

Habitat Categorization

ODFW understands that the solar microsites area is active agriculture, Category 6 habitat, which does not require mitigation under ODFW's Fish and Wildlife Habitat mitigation policy. Therefore, these comments apply to the wind microsites area, which includes Category 2, 3 and 4 habitats (grasslands and shrub-steppe). ODFW does not have any knowledge that the habitat categorization has changed in the wind microsites area since the 2009, 2010, and 2017 surveys were conducted.

The preconstruction survey requirement for Washington Ground Squirrel (WGS) under Condition 94 will be adequate to address any changes for Category 1 and 2 habitat designations, ensure that permanent impacts to WGS habitat are avoided, and adequately mitigate for temporary impacts to Category 2 WGS habitat.

ODFW recommends that the certificate holder provide an updated habitat categorization map for the habitat mitigation area proposed for use under the Habitat Mitigation Plan (HMP). This information is important to determine whether the enhancement actions included in the HMP are still viable and consistent with the habitat mitigation goals (no net loss in habitat quantity and quality) for temporary and permanent impacts to Category 2, 3 and 4.

T&E Species

ODFW understands that the analysis area (area within and extending 5-miles from the site boundary) contains suitable habitat for WGS. ODFW understands that protocol-level surveys were completed in 2017 and 2018 for the OTS wind microsites area and in 2020 for the OTS solar microsites area which confirmed that no WGS or WGS colonies were present. However, protocol-level surveys have not been

conducted recently (or within 3-years) for the wind-micrositing area, which contains suitable WGS habitat. Surveys for WGS are considered viable for use in the construction of projects for a three-year period, but if WGS are encountered in the project area during surveys, ODFW requests that the developer revisit the known existing WGS colonies within this 3-year period to ensure that the WGS have not moved into the project area.

ODFW concurs that the preconstruction WGS survey required under Condition 94 will ensure that WGS species and associated habitat will be delineated to ensure impacts are avoided.

Condition 94 – ODOE proposed revisions for ODFW review (ODFW EDITS)

Prior to construction of components or a phase of components that will occur within suitable Washington ground squirrel (WGS) habitat, the certificate holder shall conduct protocol-level surveys for WGS within 1000 feet of any ground disturbing activity. Suitable WGS habitat can be defined as any terrestrial habitat that has not been developed (i.e. active agricultural lands), particularly shrub-steppe and grassland habitats. Protocol-level surveys include two sets of surveys at least two weeks apart, in the active squirrel season (March 1 to May 31). If a single or multiple WGS burrows are identified, the delineation of Category 1 habitat shall be based on a 785-foot buffer from those burrows, excluding areas of habitat types not suitable for WGS foraging or burrow establishment. ODFW considers the area adjacent to Category 1 WGS habitat plus a 4,875-foot buffer as Category 2 habitat.

SLOAN Kathleen * ODOE

From: BROWN Jordan A * ODA
Sent: Monday, October 24, 2022 11:23 AM
To: SLOAN Kathleen * ODOE
Cc: ESTERSON Sarah * ODOE; MCVEIGH-WALKER Chase * ODOE
Subject: Re: ODOE Call Summary Notes for Oregon Trail Solar, preliminary Request for Amendment 1.

Follow Up Flag: Follow up
Flag Status: Flagged

Hello Kathleen,
This looks good to me!
Thanks

From: SLOAN Kathleen * ODOE <Kathleen.SLOAN@energy.oregon.gov>
Date: Friday, October 21, 2022 at 4:43 PM
To: BROWN Jordan A * ODA <Jordan.A.BROWN@oda.oregon.gov>
Cc: ESTERSON Sarah * ODOE <Sarah.ESTERSON@energy.oregon.gov>, MCVEIGH-WALKER Chase * ODOE <Chase.MCVEIGH-WALKER@energy.oregon.gov>
Subject: ODOE Call Summary Notes for Oregon Trail Solar, preliminary Request for Amendment 1.

Hello Jordan,

Thank you for taking the time to review the preliminary Request for Amendment 1 for the Oregon Trail Solar Facility. Attached please find my summary notes/write up of the comments we heard during the call.

Please revise and edit as you deem necessary.

Thank you,

 <p>OREGON DEPARTMENT OF ENERGY</p>	<p>Kathleen Sloan Senior Siting Analyst 550 Capitol St. NE Salem, OR 97301 P: 971-701-4913</p>
 Stay connected!	

[State of Oregon: Facilities - Energy Facility Siting](#)

Oregon Trail Solar preliminary Request for Amendment 1–

Agency Consultation on Threatened and Endangered Species Standard (OAR 345-022-0070)

Oregon Department of Agriculture (ODA) understands that the Oregon Trail Solar Facility is an approved (but not yet constructed) 41 megawatt (MW) facility with both wind and solar photovoltaic energy generation (solar, wind or a combination of both), proposed to be located in Gilliam County. The facility is approved energy generation facility to include any combination of wind and solar facility components not to exceed 41 MW, including up to 16 wind turbines or up to 1,228 acres of solar photovoltaic energy generation equipment. Facility components would be located within an approved 13,866 acre site boundary.

ODA understands that the proposed site boundary, is within Exclusive Farm Use (EFU) zoned land, and that the certificate holder has sited the approved micro-siting areas for wind and solar to avoid native plant habitat and has historically, and currently, used for grazing or cultivated agriculture, and that the site is predominately low quality grasslands with some shrub-steppe for the wind micro-siting area, with the solar micro-siting area in predominately habitat classified as active agriculture (Dryland Wheat).

ODA understands that the site certificate for Oregon Trail Solar Facility was created out of the Montague Wind Project as a result of Amendment 5. The previously surveyed areas for T&E plants for Montague Wind Amendment 4 include and overlap with areas that are now within the current Oregon Trail Solar facility site boundary and the Oregon Trail Solar approved wind micro-siting corridor.

Botanical surveys were conducted in 2009 identified the potential for Laurent's milk-vetch (*Astragalus collinus var. laurentii*), and the state candidate plant species, sessile mousetail (*Myosurus sessilis*) and dwarf evening primrose (*Camissonia pygmaea*). CH2M HILL desktop habitat assessment and conducted a reconnaissance-level field investigation on October 12 to 15, 20 to 22, 27, and 29; November 3 to 5 and 24; and December 2 to 4, 2009. In spring 2009, Northwest Wildlife Consultants (NWC) conducted surveys for state and federal listed and non-listed special-status plants in areas of the Montague Wind Project site boundary.

Additional T&E plant surveys were conducted by CH2M Hill in 2017 and 2018 for the Montague Wind Project Request for Amendment 4 and included the Oregon Trail Solar wind micro-siting corridor. On May 28, 2022 for the Oregon Trail Solar approved solar micro-siting corridor, using the Intuitive Controlled Survey method. These survey results identified no target species, including Laurence's Milk-vetch, a state listed (Threatened and Endangered (T&E) Species) protected under the Council T&E Species standard within the Oregon Trail Solar Facility's approved wind or solar micro-siting areas.

Recommendations

- Based on the extent of historic and active agriculture, the siting of approved micro-siting corridors within the site boundary, and the negative (for T&E plant species, including Laurence's milk-vetch) findings from prior surveys within the approved wind and solar micro-siting areas, ODA considers the likelihood of future occurrences of Laurence's milk-vetch within previously surveyed areas to be low. Therefore, preconstruction surveys are unnecessary given the expected construction commencement to occur within 3 years, if the site certificate is approved.

- If Laurent's milkvetch are incidentally identified during other preconstruction or construction activity at the site, it is recommended that the occurrence(s) be avoided via mapping and flagging, based on a 100 foot buffer, unless otherwise reviewed and approved by the Department and ODA.
- ODA requests that the revegetation plan include a requirement to consult with ODA on revegetation, weed treatment and restoration in areas in proximity to incidental identification of occurrences of Laurent's Milkvetch during other preconstruction surveys or construction activities.

Based on review and discussion with ODOE staff on October 21, 2022, ODA considers that with the recommendations provided, the impacts from the proposed facility would avoid any potential impacts to the survivability or recovery of the Laurence's milkvetch.

TARDAEWETHER Kellen * ODOE

From: SLOAN Kathleen * ODOE
Sent: Thursday, October 27, 2022 2:32 PM
To: TARDAEWETHER Kellen * ODOE
Subject: FW: CTUIR review and comment on preliminary Request for Amendment 1 for the Oregon Trail Solar Facility
Attachments: 2022 10 27 CTUIR Comment Memo - Oregon Trail Solar_preliminary Request for Amendment 1.pdf

FYI – I also sent her your correct email address for future reference.

From: Teara Farrow Ferman <TearaFarrowFerman@ctuir.org>
Sent: Thursday, October 27, 2022 2:05 PM
To: kellen.taraewether@energy.oregon.gov
Cc: SLOAN Kathleen * ODOE <Kathleen.SLOAN@energy.oregon.gov>; ESTERSON Sarah * ODOE <Sarah.ESTERSON@energy.oregon.gov>
Subject: CTUIR review and comment on preliminary Request for Amendment 1 for the Oregon Trail Solar Facility

Good afternoon Kellen,
Please find attached the CTUIR's comments on the preliminary Request for Amendment 1 for the Oregon Trail Solar Facility. Please contact me with questions or comments.

Respectfully,
TEARA FARROW FERMAN
Cultural Resources Protection Program Manager | Department of Natural Resources
Assistant General Manager | Átaw Consulting, LLC
Confederated Tribes of the Umatilla Indian Reservation
541.429.7230 Office|Fax
TearaFarrowFerman@ctuir.org

The information in this e-mail may be confidential and intended only for the use and protection of the Confederated Tribes of the Umatilla Indian Reservation. If you have received this email in error, please immediately notify me by return e-mail and delete this from your system. If you are not an authorized recipient for this information, then you are prohibited from any review, dissemination, forwarding or copying of this e-mail and its attachments. Thank you.

From: SLOAN Kathleen * ODOE [<mailto:Kathleen.SLOAN@energy.oregon.gov>]
Sent: Tuesday, October 11, 2022 3:10 PM
To: Teara Farrow Ferman <TearaFarrowFerman@ctuir.org>; Audie Huber <AudieHuber@ctuir.org>; Mason K. Murphy <MasonMurphy@ctuir.org>
Cc: ESTERSON Sarah * ODOE <Sarah.ESTERSON@energy.oregon.gov>
Subject: ODOE request for CTUIR review and comment on preliminary Request for Amendment 1 for the Oregon Trail Solar Facility

EXTERNAL EMAIL: Please use caution when clicking links or opening attachments.

Hello Teara, Audie, and Mason,

ODOE is seeking CTUIR review and comment on the Oregon Trail Solar preliminary Request for Amendment 1 (OTSprFA1). A brief description of the approved facility and requested amendment is below:

Approved Facility Overview: Oregon Trail Solar (not yet constructed)

- 41 MW solar and/or wind in Gilliam County (location of facility presented in attached figure – potential areas of disturbance are shown in the pink and orange polygons)
 - o Solar micrositing area is 1,228 acres (developed/dryland wheat) – pink polygon boundary shown in attached map
 - o 16 wind turbines within an approximately 12,638 acre micrositing area – predominately developed/dryland wheat but also includes grasslands/shrub-steppe – orange polygon boundary shown in attached map

Amendment Request (scope of review)

- Request to extend construction deadlines (start and completion dates extended out 3 years)
- Request to revise Condition 50(b) which was imposed by Council based on input from CTUIR in the Final Order on Montague Wind Project Amendment 5 in 2020. (Note: Amendment 5 for Montague

Wind Project also created the Oregon Trail Solar and Montague Solar Facility site certificates)

ODOE is seeking CTUIR review and comment, specifically on the proposed change to Site Certificate Condition 50 (below with proposed changes in redline) which has specific requirements for cultural resources monitoring during construction of the facility:

50 *During construction, the certificate holder shall:*

- (a) *Ensure that a qualified archeologist, as defined in OAR 736-051-0070, instructs construction personnel in the identification of cultural materials and avoidance of accidental damage to identified resource site.*
- (b) *Employ a qualified cultural resource monitor to conduct monitoring of ground disturbance at depths of 12 inches or greater. The qualifications of the selected cultural resources monitor shall be reviewed and approved by the Department, in consultation with the CTUIR Cultural Resources Protection Program. In the selection of the cultural resources monitor to be employed during construction, preference shall be given to citizens of the CTUIR. Initial open ground disturbance below 12 inches associated with collection line trenching in the solar array area. ~~Ground disturbance at depths 12 inches or greater~~ shall not occur without the presence of the approved cultural resources monitor. If any cultural resources are identified during monitoring activities, the steps outlined in the Inadvertent Discovery Plan, as provided in Attachment H of the Final Order on Amendment 5 should be followed. The certificate holder shall report to the Department in its semi-annual report a description of the ground disturbing activities that occurred during the reporting period, dates cultural monitoring occurred, and shall include copies of monitoring forms completed by the cultural resource monitor. [AMD5, Sept 2020]*

The requested change to condition 50(b) is being made based upon the certificate holder’s coordination with CTUIR on cultural resources monitoring for the construction of the adjacent Montague Solar Facility. Coordination on that project, resulted in modifying the monitoring requirements to allow for more flexibility for CTUIR to determine when and where cultural monitoring is needed during construction. The certificate holder is seeking a similar change in the monitoring requirements for OTS in this pRFA1.

ODOE would like to confirm that CTUIR has reviewed, and is in support of the proposed changes, per the Attachment 1 of the OTSprFA1 and proposed site certificate changes to Condition 50(b), as represented by the certificate holder in pRFA1 Section 6.11.

(See attached link for project webpage with a full copy of the pRFA1 and other facility information.)

[State of Oregon: Facilities - Oregon Trail Solar Facility](#)

Please feel free to contact me if you have any questions about this request or need additional information in order to complete your review.

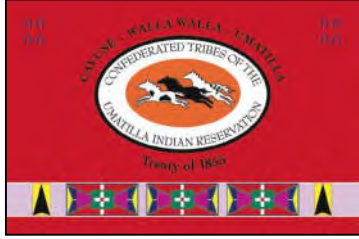


Kathleen Sloan
Senior Siting Analyst
550 Capitol St. NE | Salem, OR
97301
P: 971-701-4913



Stay connected!

[State of Oregon: Facilities - Energy Facility Siting](#)

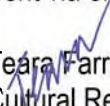


**Confederated Tribes *of the*
Umatilla Indian Reservation**
Department of Natural Resources

46411 Timine Way, Pendleton, Oregon 97801

MEMORANDUM

To: Kellen Tardaewether, Senior Siting Analyst
Oregon Department of Energy
550 Capital St. N.E., 1st Floor
Salem, OR 97301
Sent via email to: kellen.tardaewether@energy.oregon.gov

From:  Teara Farrow Ferman, Manager
Cultural Resources Protection Program
Confederated Tribes of the Umatilla Indian Reservation
46411 Timine Way, Pendleton, OR 97801
Sent via email from: TearaFarrowFerman@ctuir.org

Date: October 27, 2022

CC: Kathleen Sloan, ODOE Senior Siting Analyst
Sarah Esterson, ODOE Senior Siting Analyst

RE: Confederated Tribes of the Umatilla Indian Reservation's Comments on the Preliminary Request for Amendment 1 of Site Certificate for the Oregon Trail Solar Facility

General Comments:

Thank you for contacting the Confederated Tribes of the Umatilla Indian Reservation (CTUIR) regarding the Oregon Trail Solar Facility's Receipt of Preliminary Request for Amendment 1 of Site Certificate. The CTUIR Cultural Resources Protection Program (CRPP) offers the following comments for the project.

Specific Comments:

The location of the proposed facility is within the traditional use and area of significant interest to the CTUIR due to documented and National Register of Historic Place (NRHP) eligible historic properties of religious and cultural significance to Indian Tribes (HPRCSITs) of the CTUIR near and within the viewshed of the project. We believe that the undertaking has the potential to adversely affect these properties.

The CTUIR does not have concerns regarding extending the beginning construction date to August 30, 2025. The CTUIR-CRPP has reviewed the revised Condition 50(b) and has worked with the applicant to revise the proposed changes to the monitoring plan. The CTUIR agrees to the following changes:

50

During construction, the certificate holder shall:

- (a) Ensure that a qualified archeologist, as defined in OAR 736-051-0070, instructs construction personnel in the identification of cultural materials and avoidance of accidental damage to identified resource site.
- (b) Employ a qualified cultural resource monitor to conduct monitoring of ground disturbance at depths of 12 inches or greater ~~during grading, or trenching, or drilling activities~~. The qualifications of the selected cultural resources monitor shall be reviewed and approved by the Department, in consultation with the CTUIR Cultural Resources Protection Program. In the selection of the cultural resources monitor to be employed during construction, preference shall be given to citizens of the CTUIR. ~~Initial open ground disturbance below 12 inches associated with collection line trenching in the solar array area~~ ~~Ground disturbance at depths 12 inches or greater shall not occur without the presence of the approved cultural resources monitor.~~ If any cultural resources are identified during monitoring activities, the steps outlined in the Inadvertent Discovery Plan, as provided in Attachment H of the Final Order on Amendment 5 should be followed. ~~The Certificate Holder may modify the cultural monitoring plan in consultation with the CTUIR and notification to the Department.~~ The certificate holder shall report to the Department in its semi-annual report a description of the ground disturbing activities that occurred during the reporting period, dates cultural monitoring occurred, and shall include copies of monitoring forms completed by the cultural resource monitor. [AMD5, Sept 2020]

A

Author

Limited to activities that create the most soil disturbance. File installation and fence post installation would not be included in monitoring.

A

Author

Deleted this sentence because it is redundant with the first sentence of the conditions.

A

Author

Added statement about the ability to modify the monitoring with direction from the CTUIR.

Lastly, the CTUIR-CRPP has not completed an agreed upon mitigation agreement with the applicant regarding Montague Wind and Solar and this project to resolve the adverse effects to the historic properties of religious and cultural significance noted above. The CTUIR-CRPP has requested a meeting with the applicant to discuss this.

SLOAN Kathleen * ODOE

From: Delaney Watkins <delaney.watkins@co.gilliam.or.us>
Sent: Friday, October 21, 2022 2:39 PM
To: ESTERSON Sarah * ODOE; SLOAN Kathleen * ODOE
Cc: Elizabeth Farrar
Subject: Oregon Trail Solar preliminary Request for Amendment 1 - Gilliam County Review and Comments
Attachments: ODOE Oregon Trail Amendment 1 Comments.pdf
Follow Up Flag: Follow up
Flag Status: Flagged

Good afternoon,

Attached is the letter containing Gilliam County's comments regarding the Oregon Trail Solar preliminary request for Amendment 1.

If you have any questions, please let me know.

Have a good weekend,
Delaney

Delaney Watkins

Executive Assistant to the County Judge • Gilliam County



P: (541) 351-9499

E: delaney.watkins@co.gilliam.or.us

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Condon, OR 97823

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October 21, 2022

Kathleen Sloan, Senior Siting Analyst
Oregon Department of Energy
550 Capitol Street NE
Salem, OR 97301

Dear Ms. Sloan,

On behalf of the Gilliam County Court, in its capacity as a Special Advisory Group, I am writing to provide the following comments regarding the Preliminary Request for Amendment 1 of the Oregon Trail Solar Project.

Gilliam County understands the Amendment Request seeks to extend the construction commencement deadline from 2022 to 2025, resulting in a potential completion deadline of 2028. Gilliam County also understands the scope of review for a construction deadline extension request is to evaluate whether, based on changes in fact or law, there have been any changes that would impact the Energy Facility Siting Council's ("Council") previous evaluation of impacts to resources and compliance with Council standards.

Exception to Goal 3

In 2020, the Council granted an exception to Goal 3 for use/occupation of 1,228 acres of cultivated agricultural lands by solar photovoltaic energy generation equipment based on four reasons including: local economic benefits, minimal impacts to agriculture, lack of water rights and proximity to existing infrastructure.

Gilliam County offers comments based on our experience during construction of the Montague Solar Facility, which is adjacent to the solar micrositing area of the Oregon Trail Solar facility.

In general, Gilliam County has not experienced an increase in local revenue during Montague Solar Facility construction. Construction workers are generally not using goods or services within Gilliam County, but rather are based in and commuting from adjacent counties up to 100 miles away. The County does not consider spending that occurs in a neighboring county or as far away as Portland to provide local economic benefits. In addition, the RRED Zone established for Montague Solar Facility offers minimal short-term taxation value to the County, as the program provides a 100% property tax abatement to the developer for the first 3 years after construction.

Based on this recent experience, Gilliam County questions whether the Council has adequate facts today to continue to support "local economic benefit" as a reason that justifies a goal exception. The County recommends the certificate holder initiate discussions with the County to identify projects within Gilliam County that can be implemented to provide direct economic benefit to our communities, such as investing in workforce housing or childcare access initiatives that support local economic growth and vitality.

Similarly, Gilliam County does not agree that taking 1,228 acres of cultivated dryland winter wheat out of production can be found to have "minimal impacts to agriculture" without some level of offset. The County recommends the certificate holder initiate discussions with the County to identify projects within Gilliam County that can be implemented to mitigate this impact by providing a benefit to existing agricultural operations; such as investing in Gilliam Soil and Water Conservation District programs and projects (i.e. water storage projects, etc.) that provide a

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direct benefit to local agricultural operations, relatively equivalent in scope and scale to the agricultural productivity and acreage lost if the solar site is developed.

The County requests the certificate holder initiate discussions with ODOE and County as soon as possible to address these concerns.

Preconstruction Conditions/Certificate Holder and ODOE Coordination

During the review and processing of this Amendment Request, Gilliam County requests the certificate holder and ODOE identify opportunities within the language of preconstruction conditions, as applicable, to ensure that any obligations that intercept the County provide sufficient time for the County to conduct their review and processing.

We appreciate the opportunity to offer comment on this matter. Please let me know if we can provide any additional information.

Sincerely,

Elizabeth A. Farrar Campbell
County Judge

Attachment B-2: Comments Received on Draft Proposed Order

Attachment B-2 DPO Public Comment Index

Date	Commenter	Commenter Address	Comment Type	Summary of Comments
1/12/2023	Matt Hutchinson, Certificate Holder, Avangrid Renewables	2701 NW Vaughn St. Suite 300 Portland, OR 97210	Written	Comments on DPO: Community Donations with Gilliam County in negotiations; Goal 3 exception still justified and plans for solar not to exceed 400 acres in micrositing area; requests to remove 5-year review of wildlife mitigation plan as not required by rule; requests to modify recommended amended Condition 67; update on new Avangrid Renewables Onshore President and CEO: Jose Antonio Miranda.
1/17/2023	Emma Gates	emmacgates@gmail.com	Comment Portal	In support of OTS and RFA1. Meets Clean Energy Targets Bill (HB2021) and goals for reducing greenhouse gases.
1/18/2023	Gilliam County Court	PO Box 427 Condon, OR 97823	Written	Goal 3 exception and local economic benefit, minimal impacts to ag and negotiating with certificate holder on agreements, still in discussions.
1/19/2023	Matt Hutchinson, Certificate Holder, Avangrid Renewables	2701 NW Vaughn St. Suite 300 Portland, OR 97210	Written and Oral – In person	Provides final agreed language for Gilliam County Community Donation and agreements.
1/19/2023	Elizabeth Farrar, Gilliam County Court	PO Box 427 Condon, OR 97823	Written and Oral	Approval of negotiated language and amounts for Community Donation, requests that the final language be updated in site certificate conditions.
1/19/2023	Cindy Condon, EFSC member		Oral – In person	Questions on reliance on parent company to meet organizational expertise standard, indemnification, and bank letter to parent company, not OTS LLC.

Attachment B-2 DPO Public Comment Index

Date	Commenter	Commenter Address	Comment Type	Summary of Comments
1/19/2023	Anne Bryer, EFSC member		Oral – In person	Question on basis for 5 year review/update of Wildfire Mitigation Plan. Not required per rule.
1/19/2023	Tim Holtz	65151 Tews Lane lone, OR 97843	Oral – In person	Landowner/Lessee comments in support of OTS project, RFA1 and minimal impacts to agriculture.
1/19/2023	Mike Alldritt Ironworkers Local 29 Representative	PO Box 434 Lexington, OR 97839	Written and Oral – In person	In support of OTS and RFA1, living wage jobs and local/rural work and apprentices all benefit local economy.
1/19/2023	Paul Philpott Northwest Carpenters Union Rep.	PO Box 1177 Rainier, OR 97048	Oral - WebEx	In support of OTS and RFA1, good for local workers, labor and living wage jobs.

SLOAN Kathleen * ODOE

From: Hutchinson, Matthew <matthew.hutchinson@avangrid.com>
Sent: Thursday, January 12, 2023 4:34 PM
To: ESTERSON Sarah * ODOE; SLOAN Kathleen * ODOE
Cc: Albrich, Elaine; Goland, Kristen; PATRICK, MARCELLA; Walsh, Brian; Hicks, Paul
Subject: Avangrid/Oregon Trail Solar - Certificate Holder Comments
Attachments: Oregon Trail Solar_Comments on DPO_11222.pdf

Kate and Sarah,

Please see the attached comment letter on the Oregon Trail Solar Draft Proposed Order.

Thanks,
Matt



Matt Hutchinson
Business Developer

2701 NW Vaughn St. Suite 300
Portland, OR 97210
Telephone 503-701-0665
matthew.hutchinson@avangrid.com



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The views presented in this message are solely those of the author(s) and do not necessarily represent the opinion of Avangrid Renewables, LLC. or any company of its group. Neither Avangrid Renewables, LLC. nor any company of its group guarantees the integrity, security or proper receipt of this message. Likewise, neither Avangrid Renewables, LLC. nor any company of its group accepts any liability whatsoever for any possible damages arising from, or in connection with, data interception, software viruses or manipulation by third parties.



Matt Hutchinson
Business Developer

January 12, 2023

Kathleen Sloan
Senior Siting Analyst
Oregon Department of Energy
550 Capitol Street, NE
Salem, OR 97301

Re: Oregon Trail Solar – Certificate Holder Comments on the Draft Proposed Order on Request for Amendment 1

Dear Kathleen:

Oregon Trail Solar, LLC (“Oregon Trail”), a subsidiary of Avangrid Renewables, LLC, supports the Oregon Department of Energy’s (“ODOE”) recommendation in the Draft Proposed Order (“DPO”) to the Energy Facility Siting Council (“EFSC”) for the approval of Request for Amendment 1 (“RFA”) on the Oregon Trail Solar Project Site Certificate to extend the construction commencement deadline. We appreciate ODOE’s thorough review of the RFA and believe the Oregon Trail Solar supports Oregon’s decarbonization goals outlined in House Bill 2021 towards a 100 percent clean energy standard.

We offer the following comments on the DPO.

- 1) Update on the Community Donations.** Since the release of the DPO, Oregon Trail has decided to direct its community donation to the Port of Arlington instead of the Pioneer Community Development Corporation. This change was based on input from Gilliam County Court regarding their preference on ways to support worker housing the county. The Port of Arlington is a county-wide special district and has near-term projects to create new housing. In addition, Oregon Trail has offered a portion of the donation upfront, within 60 days of EFSC approval of the RFA, to allow the Port of Arlington to use the funds for matching grant opportunities before construction begins.
- 2) Goal 3 reasons are still valid and justify the land use goal exception.** The Goal 3 exception granted by EFSC for the solar project is still based on valid reasons and justifications, and there has been no change in the law or facts change EFSC’s prior exception. We have responded to the County Court’s concerns by offering evidence of economic benefit from the construction of the Montague Solar project and offering community donations to benefit housing and

Avangrid Renewables
2701 NW Vaughn St. Suite 300 Portland, OR 97210
Telephone 503.701.0665
www.avangridrenewables.com, matthew.hutchinson@avangrid.com

agricultural in the county. We have also clarified that the size the project will be less than 400 acres, rather than the 1,228 acres that was previously granted for the Goal 3 exception.

- 3) Remove the 5-year review of wildlife risk from Recommended Amended Condition 60.** The DPO provides a new analysis on wildfire risk to address the recently adopted Wildfire Prevention and Risk Management standard (OAR 345-022-0115 and evaluates the Wildfire Mitigation Plan proposed by Oregon Trail. However, the requirement to provide a 5-year review is inconsistent with OAR 345-022-0115 (Wildfire Standard), OAR 345-026-0080 (Annual Report), and ORS 460.401(2) (“Goal Post” Rule). First, there is no part of the Wildfire Prevention and Risk Mitigation standard that requires reassessment of wildfire risk during the operations of the facility. The closest to an update requirement is OAR 345-022-0115(1)(b)(E) which says that a Wildfire Mitigation Plan should include a description of the “methods the applicant will use to ensure that updates of the plan incorporate best practices and emerging technologies to minimize and mitigate wildfire risk” but this does not mention updating the wildlife risk assessment. Therefore, we believe the Recommended Amended Condition 60 is a misinterpretation OAR 345-022-0115(1)(b)(E) in that it requires a reassessment of wildfire risk and not consideration of best practices and emerging technologies, and requires it be removed from the amended site certificate.

Second, the annual report requirements of OAR 345-026-0080 require a Certificate Holder to provide information on facility status and production data, status of surety bonds, monitoring reports, compliance report, and facility modification report, and none of these reporting requirements mention wildfire risk or, more generally, the reconsideration of facts or conditions described in a Final Order. We believe the DPO incorrectly relies on OAR 345-026-0080 as justification for Oregon Trail to perform a reevaluation of wildfire risk every 5-years.

Lastly, ORS 469.401(2) sets forth the binding terms of the site certificate, and states “the site certificate or amended site certificate shall require both parties to abide by local ordinances and state law and the rules of the council in effect on the date the site certificate or amended site certificate is executed, except that upon a clear showing of a significant threat to the public health, safety or the environment that requires application of later-adopted laws or rules, the council may require compliance with such later-adopted laws or rules” and the DPO should consider applicable local ordinances and state laws that in effect at the time of the RFA. For wildfire matters, the compliance with applicable standards and laws are described in Oregon Trail’s Wildlife Mitigation Plan and there should be no need to reoccurring reevaluation of this plan as suggested by the Recommended Amended Condition 60 because this would have the effect of making EFSC’s finding on the Wildfire Prevention and Risk Mitigation standard as open-ended, unresolved, and subject to interpretation every 5 years.

- 4) **Revise Recommended Amended Condition 67 to mirror other projects.** We request that Condition 67 on turbine safety be revised to match Condition PRO-PH-01 from the Site Certificate on the Golden Hills Wind Farm, which states, “(a) Submit to the Department materials or other documentation demonstrating the facility’s operational safety-monitoring program and cause analysis program, for review and approval. The program shall, at a minimum, include requirements for regular turbine blade and turbine tower turbine manufacturer recommended frequency. (b) The certificate holder shall document inspection and maintenance activities including but not limited to date, turbine number, inspection type (regular or other), turbine tower and blade condition, maintenance requirements (i.e. equipment used, component repair or replacement description, impacted area location and size), and wind turbine operating status. This information shall be submitted to the Department pursuant to OAR 345-026-0080 in the facility’s annual compliance report. (c) In the event of blade or tower failure, the certificate holder shall report the incident to the Department within 72 hours, in accordance with OAR 345-026-0170(1), and shall, within 90-days of blade or tower failure event, submit a cause analysis to the Department for its compliance evaluation.” Avangrid Renewables also owns and operates the Golden Hills Wind Farm and matching conditions across projects will allow for a streamlined compliance by operational staff and internal processes. Therefore, Oregon Trail request that Amended Condition 67 be revised as suggested.
- 5) **Update Avangrid Renewables, LLC (parent company) leadership.** Since Council’s prior review, the leadership of the parent company changed with Jose Antonio Miranda appointed as the sole Avangrid Renewables Onshore President and CEO in October 2021.

Thank you for your consideration.

Sincerely,

Matt Hutchinson
Avangrid Renewables

Cc. Brian Walsh – Avangrid
Kristen Goland – Avangrid
Elaine Albridge – DWT
Paul Hicks – Tetra Tech

County Court

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January 18, 2023

Kathleen Sloan, Senior Siting Analyst
Oregon Department of Energy
550 Capitol Street NE
Salem, OR 97301

Dear Ms. Sloan,

On behalf of the Gilliam County Court, I am writing to provide the following comments regarding the Complete Request for Amendment 1 and Draft Proposed Order for the Oregon Trail Solar Project.

Gilliam County understands the Amendment Request seeks to extend the construction commencement deadline from 2022 to 2025, resulting in a potential completion deadline of 2028. Gilliam County also understands the scope of review for a construction deadline extension request is to evaluate whether, based on changes in fact or law, there have been any changes that would impact the Energy Facility Siting Council's ("Council") previous evaluation of impacts to resources and compliance with Council standards.

Exception to Goal 3

In 2020, the Council granted an exception to Goal 3 for use/occupation of 1,228 acres of cultivated agricultural lands by solar photovoltaic energy generation equipment based on four reasons including: local economic benefits, minimal impacts to agriculture, lack of water rights and proximity to existing infrastructure.

On October 21, 2022, the Gilliam County Court, in its capacity as a Special Advisory Group, offered comments on the Preliminary Request for Amendment 1 based on our experience during construction of the Montague Solar Facility, which is adjacent to the solar micro-siting area of the Oregon Trail Solar facility.

Specifically, the Court questioned the "local economic benefit" and "minimal impacts to agriculture" reasons for the project's Goal 3 Exception and recommended the certificate holder initiate discussions with ODOE and Gilliam County as soon as possible to address these concerns.

In response comments dated December 14, 2022, the certificate holder proposed "a Community Donation of \$500 per megawatt annually for 15 years to be split evenly between the Pioneer Community Development Corporation ("PCDC") to support housing and Gilliam Soil and Water Conservation District ("Gilliam SWCD") to support local agricultural."

The certificate holder also stated that "Oregon Trail will also provide local economic benefits through property taxes, considerably more than if the land was in agricultural tax deferral." However, the certificate holder has requested the Gilliam County Court approve a PILOT Agreement that reduces Oregon Trail's property taxes to the lowest rate (\$5500/MW for the installed capacity) allowed under Oregon Law; thereby significantly reducing any local economic benefit associated with property taxes.

The Gilliam County Court supports the concept of a "Community Donation," but believes the certificate holder's proposal does not provide sufficient local economic benefit to support a Goal 3 Exception.

Judge Elizabeth Farrar Campbell
elizabeth.farrar@co.gilliam.or.us

Commissioner Leah Watkins
leah.watkins@co.gilliam.or.us

Commissioner Pat Shannon
pat.shannon@co.gilliam.or.us

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Admin: 541.351.9499 or 800.568.4558 Fax: 541.351.9561



Specifically, the proposed \$500/MW donation would result in an annual donation of \$20,500 or \$10,250 per organization for 15 years. A sum that is both too small and spread over too many years to impact the immediate workforce housing need and agriculture production loss it is meant to help address.

The Gilliam County Court conveyed these concerns to the certificate holder directly and has been engaged in discussions regarding the size and timing of the proposed community donations, as well as the size of the tax abatement provided in the PILOT Agreement. During its meeting on January 18, 2023, the Gilliam County Court and the certificate holder were able to reach a tentative agreement regarding the PILOT and community donations as follows:

- (1) The PILOT Agreement will set the property tax rate at \$5,500 per megawatt of installed capacity and will be a 15-year agreement.
- (2) The Community Donation will be \$1,500 per megawatt per year. This is equivalent to the property tax reduction the certificate holder will receive in the PILOT agreement with Gilliam County.
- (3) The Community Donation will be structured as a one-time lump sum donation ($\$1500 \times 41\text{MW} \times 15 \text{ years} = \$922,500$) provided prior to start of construction on the solar project. This will maximize the local economic benefit of these funds by providing a sum that can immediately close funding gaps in priority projects and leverage additional federal and state resources. This approach should also reduce the administrative and reporting requirements of the donation recipients, the certificate holder, and ODOE staff necessary to ensure compliance.
- (4) The Community Donation will be split evenly between (1) Gilliam Soil and Water Conservation District to benefit agricultural producers in Gilliam County and mitigate the solar project's impacts to agriculture, and (2) the Port of Arlington to be used by it or by its nonprofit – Environmental Sentry Corp - to support workforce housing development projects in Gilliam County.

With this agreement in place, Gilliam County is satisfied the Community Donation will provide local economic benefit and mitigate impacts to cultivated agricultural lands, which would provide a basis for the Council to support a Goal 3 Exception.

We appreciate the opportunity to offer comment on this matter. Please let me know if we can provide any additional information.

Sincerely,

Elizabeth A. Farrar Campbell
County Judge



Matt Hutchinson
Business Developer

January 19, 2023

VIA EMAIL

Gilliam County Court
c/o Judge Farrar Campbell
221 S. Oregon Street
Condon, OR 97823

Re: Oregon Trail Request for Amendment 1 – Community Donation Agreements

Dear Judge Farrar Campbell, Commissioner Watkins, and Commissioner Shannon:

On behalf of Oregon Trail Solar LLC (“Oregon Trail”), we want to confirm receipt of your comment letter to the Oregon Department of Energy (“ODOE”), dated January 18, 2023. This letter reiterates Oregon Trail’s commitment to proceed as discussed in the Court’s letter. Oregon Trail has been working with the Port of Arlington (“Port”) and the Gilliam County Soil and Water Conservation District (“SWCD”) on finalizing the Community Donation Fund Agreements. Enclosed are copies of the current versions of the Community Donation Fund Agreements, reflecting the terms in the Court’s letter. We express our commitment to continue working with Gilliam County, the Port, and SWCD to finalize and execute the agreements.

Thank you for your time and consideration on this project.

Sincerely,

Matt Hutchinson

Enclosures

cc: Brian Walsh, Avangrid
Sarah Esterson, ODOE
Elaine Albrich, DWT

Avangrid Renewables
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Telephone 503.701.0665
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An equal opportunity employer

MEMORANDUM OF AGREEMENT FOR COMMUNITY DONATION FUND

THIS MEMORANDUM OF AGREEMENT FOR COMMUNITY DONATION FUND (“Agreement”) is entered into this _____ day of January 2023 (“Effective Date”), between Oregon Trail Solar, LLC, an Oregon limited liability company (hereinafter “Oregon Trail Solar”), and Gilliam County Soil and Water Conservation District, a soil and water conservation district organized under Oregon Revised Statutes Chapter 568.210 to 568.808 (hereinafter “District”).

WHEREAS, Oregon Trail Solar proposes to construct and operate a renewable energy facility with solar power generation on private agricultural-zoned land in Gilliam County, Oregon that was approved by the by the Oregon Energy Facility Siting Council (“EFSC”) in a Site Certificate for Oregon Trail Solar Facility, dated September 25, 2020.

WHEREAS, on January 19, 2022, Oregon Trail Solar filed with the Oregon Department of Energy (“ODOE”) a Request to Amend the Site Certificate for the Oregon Trail Solar Facility to delay the start of construction of the solar project for three years (“amendment request”).

WHEREAS, Gilliam County Court commented on the amendment request in a letter to ODOE, dated October 21, 2022, requesting that Oregon Trail Solar look for opportunities to provide local economic benefit and minimize impact to agriculture in Gilliam County, including looking at collaboration opportunities with the District.

WHEREAS, the District has a mission to provide support for economic sustainability for the rural community, educate and assist the community in soil and water conservation efforts, and maximize the benefits of agricultural conservation practices. The District is overseen by a five-person Board of Directors who provide direction and oversight to the District’s staff. Current staffing levels include a District Manager, Office Manager, Conservation Technician II, and a Conservation Technician I. The District facilitates over \$500,000 a year in cost share payments for agricultural conservation practices for the people of Gilliam County.

WHEREAS, Oregon Trail Solar and the District wish to support agricultural in Gilliam County through the increased use of agricultural conservation practices.

WHEREAS, the District and Oregon Trail Solar have determined that is in the best interest of the District that Oregon Trail Solar donate certain funds to the District to be used for the benefit of the District and particularly for conservation practices as set forth below.

WHEREAS, the District desires to accept such funds under the terms and conditions set forth herein.

NOW THEREFORE, Oregon Trail Solar and District agree as follows:

1. Community Donation: Oregon Trail Solar shall pay the District a one-time payment

of \$461,250 (“Donation”) for use in conservation practices in Gilliam County, as further specified in Section 2 below. This amount is equal to \$750 per megawatt payment for 15 years (e.g., \$750 x 41 MW x 15 year = \$461,250). Oregon Trail Solar shall pay the Donation to the District within 60 days of start of construction on the solar project, as defined in ORS 469.300(6).

2. Conservation Practices: The District will use the Donation to improve agricultural production using established conservation practices such as irrigation efficiency upgrades, annual grass treatments, and cross-fencing.
3. Reporting: The District will provide an annual report to the Gilliam County Court and Oregon Trail Solar describing the use of the Donation for Conservation Practices for the term of this agreement or until the Donation is spent. Copies of the reports shall be provided to Oregon Trail Solar by April 15 each year.
4. Term: The District shall use the Donation within 10 years of receiving payment.
5. Indemnification: The District agrees to indemnify, defend, and hold Oregon Trail Solar harmless from any loss, cost, or expense claimed by third parties for property damage and bodily injury, including death, caused by the negligence or willful misconduct of party, its employees, or agents in connection with this Agreement.
6. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes all prior representations and statements. The District represents, and the parties acknowledge, that the District has no input as to whether the Oregon Trail Solar Facility is approved.
7. Notice: Any notice required by this Agreement shall be given by hand delivery or by placing said notice in the United States Mail, first class postage pre-paid, and addressed as follows:

Oregon Trail Solar:

Oregon Trail Solar, LLC
Avangrid Renewables – Land Management
2705 NW Vaughn Street, Suite 300
Portland, Oregon 97210

District:

Herb Winters
Gilliam County Soil and Water
Conservation District
234 S. Main St
Condon, Oregon 97823

[SIGNATURES ON FOLLOWING PAGE]

Executed in duplicate, and mutually delivered as effective, on the Effective Date.

**OREGON TRAIL SOLAR, LLC,
an Oregon limited liability company**

**GILLAM COUNTY SOIL AND
WATERSHED COUNCIL**

By _____

By _____

Name _____

Name _____

Its: Authorized Representative

Its: Authorized Representative

By _____

Name _____

Its: Authorized Representative

Hutchinson, Matthew

From: Herb Winters <herb.gilliamswcd@gmail.com>
Sent: Thursday, January 19, 2023 11:58 AM
To: Hutchinson, Matthew
Cc: norie.gilliamswcd@gmail.com
Subject: Re: Avangrid/Oregon Trail Solar - Community Donation Agreement

EXTERNAL SENDER: Be cautious, especially with links and attachments. Report phishing if suspicious.

To Whom it May Concern,

This email expresses Gilliam County Soil and Water Conservation District's willingness to accept funds from Avangrid and its affiliate Oregon Trail Solar, LLC. As previously stated, the district would utilize these funds to improve agricultural production using established conservation practices such as irrigation efficiency upgrades, annual grass treatments, and cross-fencing. These practices would be prioritized and approved by the district board and implemented following the district's 5-year plan. A report describing the completed work would be presented annually to the Gilliam County Court and Avangrid. Our district appreciates this opportunity to continue to support Gilliam County agricultural producers, and we would be happy to answer any questions that might arise.

As of January 17th, 2023, the Gilliam County Soil and Water Conservation District Board of Directors approved the verbiage of the Avangrid/Oregon Trail Solar - Community Donation Agreement with a community donation amount to be determined between Avangrid/Oregon Trail Solar and the Gilliam County Court.

On January 18th, 2023, Gilliam County Court and Avangrid/Oregon Trail Solar agreed on the community donation amount.

The Gilliam County Soil and Water Conservation District plans to execute this agreement when all parties are satisfied with the terms and conditions.

Respectfully,

Herb Winters
District Manager

MEMORANDUM OF AGREEMENT FOR COMMUNITY DONATION FUND

THIS MEMORANDUM OF AGREEMENT FOR COMMUNITY DONATION FUND (“Agreement”) is entered into this _____ day of _____ 2023 (“Effective Date”), between Oregon Trail Solar, LLC, an Oregon limited liability company (hereinafter “Oregon Trail Solar”), and the Port of Arlington Environmental Sentry Corps, an Oregon non-profit corporation. (hereinafter, “Sentry”).

WHEREAS, Oregon Trail Solar proposes to construct and operate a renewable energy facility with solar power generation on private agricultural-zoned land in Gilliam County, Oregon (“solar project”) that was approved by the Oregon Energy Facility Siting Council (“EFSC”) in a Site Certificate for Oregon Trail Solar Facility, dated September 25, 2020.

WHEREAS, on January 19, 2022, Oregon Trail Solar filed with the Oregon Department of Energy (“ODOE”) a Request to Amend the Site Certificate for the Oregon Trail Solar Facility to delay the start of construction of the solar project for three years (“amendment request”).

WHEREAS, Gilliam County Court commented on the amendment request in a letter to ODOE, dated October 21, 2022, requesting that Oregon Trail Solar look for opportunities to provide local economic benefits in Gilliam County, including the creation of new worker housing.

WHEREAS, the Sentry has a mission to support the creation, retention, expansion, and recruitment of businesses and jobs that will enhance the economy and quality of life of Gilliam County. The Sentry has created opportunities for new worker housing to support its mission.

WHEREAS, Oregon Trail Solar and the Sentry wish to support the development of worker housing in Gilliam County to provide local economic benefit to the community.

WHEREAS, Sentry and Oregon Trail Solar have determined that is in the best interest of Sentry that Oregon Trail Solar donate certain funds to the Sentry to be used for the benefit of the Sentry and particularly for worker housing as set forth below.

WHEREAS, Sentry desires to accept such funds under the terms and conditions set forth herein.

NOW THEREFORE, Oregon Trail Solar and Sentry agree as follows:

1. **Community Donation**: Oregon Trail Solar shall pay the Sentry a one-time payment of \$461,250 (“Donation”) for use at Sentry’s housing projects Gilliam County, as further specified in Section 2 below. This amount is equal to \$750 per megawatt payment for 15 years (e.g., \$750/MW x 41 MW x 15 years = \$461,250). Oregon Trail Solar shall pay at least 60 days following the start of construction on the solar project, as defined in ORS 469.300(6).

2. Worker Housing: The Sentry will use the Donation to support workforce housing projects in Gilliam County.
3. Reporting: Sentry will provide an annual report to the Gilliam County Court and Oregon Trail Solar describing the use of the Donation for worker housing for the term of this agreement or until the Donation is spent. Copies of the reports shall be provided to Oregon Trail Solar by April 15 each year.
4. Term: Sentry shall use the Donation within 10 years of receiving the Donation.
5. Indemnification: Sentry agree to indemnify, defend, and hold Oregon Trail Solar harmless from any loss, cost, or expense claimed by third parties for property damage and bodily injury, including death, caused by the negligence or willful misconduct of party, its employees, or agents in connection with this Agreement.
6. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes all prior representations and statements. Sentry represents, and the parties acknowledge, that the Sentry has no input as to whether the Oregon Trail Solar Facility is approved.
7. Notice: Any notice required by this Agreement shall be given by hand delivery or by placing said notice in the United States Mail, first class postage pre-paid, and addressed as follows:

Oregon Trail Solar:

Oregon Trail Solar, LLC
Avangrid Renewables – Land Management
2705 NW Vaughn Street, Suite 300
Portland, Oregon 97210

Sentry:

President
Port of Arlington Environmental Sentry
Corps
100 Port Island Road
PO Box 279
Arlington, OR 97812-0279

[SIGNATURES ON FOLLOWING PAGE]

Executed in duplicate, and mutually delivered as effective, on the Effective Date.

**OREGON TRAIL SOLAR, LLC,
an Oregon limited liability company**

**PORT OF ALINGTON
ENVIRONMENTAL SENTRY CORP.**

By _____

By _____

Name _____

Name _____

Its: Authorized Representative

Its: Authorized Representative

By _____

Name _____

Its: Authorized Representative

As a resident of Oregon and citizen concerned with our state and local environmental goals, I would like to voice my support for the Oregon Trail Solar Facility. I have no opposition to the proposed changes to the Site Certificate outlined in Request for Amendment 1, and feel that the Oregon Trail Solar Facility is an important step in our progress towards the Clean Energy Targets bill (HB 2021) with the goal of reducing greenhouse gas emissions associated with electricity sold in Oregon to 100 percent below baseline emissions levels by 2040. While I understand the need to extend the construction commencement deadline due to both awaiting response to the RFP from energy utilities and recent supply chain issues (as outlined in RFA1), I look forward to the commencement of this project in the near future. Thank you for the opportunity to comment and for your work on this project.

PLEASE RETURN THIS FORM TO THE COUNCIL ASSISTANT

*See reverse for tips on giving testimony

ENERGY FACILITY SITING COUNCIL (EFSC)

Date: January 19, 2023 Location: Condon, Or

REGISTRATION FOR PUBLIC COMMENT ON OREGON TRAIL SOLAR FACILITY

Name: Mike Aldrich P.O. Box 434 Lexington OR 97839

Address: 143 West Water Street Lexington OR

I represent (if applicable) Ironworkers Local 29
Print your name OR your organization/business name.

Send me future notifications about Council meetings via email.

My email address is: mike@ironworkers29.org

I wish to address the Energy Facility Siting Council and/or

I wish to submit the following written comment:

I represent Ironworkers throughout the entire State of Oregon. I am here to speak in favor of the Oregon Trail Solar Project. I am in favor because these projects provide good living wage careers with pension and full family benefits. These projects also provide local revenue during construction for local businesses. Allow building trades to bring in apprentices from Rural Oregon

PLEASE NOTE: If there are a large number of speakers, it may be necessary to limit the amount of time each speaker is allowed.

PLEASE RETURN THIS FORM TO THE COUNCIL ASSISTANT

*See reverse for tips on giving testimony

ENERGY FACILITY SITING COUNCIL (EFSC)

Date: January 19, 2023 Location: Condon, Or

REGISTRATION FOR PUBLIC COMMENT ON OREGON TRAIL SOLAR FACILITY

Name: TIM HOLTZ

Address: 65151 TEWS LAKE JUNE OR 97843

I represent (if applicable) MY SELF

Print your name OR your organization/business name.

- Send me future notifications about Council meetings via email.
- My email address is: _____

I wish to address the Energy Facility Siting Council and/or

I wish to submit the following written comment:

PLEASE NOTE: If there are a large number of speakers, it may be necessary to limit the amount of time each speaker is allowed.

ENERGY FACILITY SITING COUNCIL (EFSC)

Date: January 19, 2023 Location: Condon, Or

REGISTRATION FOR PUBLIC COMMENT ON OREGON TRAIL SOLAR FACILITY

Name: Matt Hutchinson

Address: 2001 NW Vaughn St Suite 300 Portland OR 97211

I represent (if applicable) Certificate Holder

Print your name OR your organization/business name.

Send me future notifications about Council meetings via email.

My email address is: _____

I wish to address the Energy Facility Siting Council and/or

I wish to submit the following written comment:

PLEASE NOTE: If there are a large number of speakers, it may be necessary to limit the amount of time each speaker is allowed.

PLEASE RETURN THIS FORM TO THE COUNCIL ASSISTANT

*See reverse for tips on giving testimony

Attachment C: Draft Amended Habitat Management Plan

[Amendments to the draft plan are approved by Council to clarify the applicability of the plan (solely to wind facility components due to the siting of solar facility components entirely within Category 6 habitat)]

Oregon Trail Solar Facility: Draft Amended Habitat Mitigation Plan

[MARCH 2023]

I. Introduction

This plan describes methods and standards for preservation and enhancement of an area of land near the Oregon Trail Solar Facility to mitigate for the impacts of the facility on wildlife habitat.¹ The Oregon Trail Solar Facility is a 41 megawatt (MW) wind and solar photovoltaic energy facility located in northeastern Gilliam County. The Oregon Trail Solar Facility site boundary includes 13,866 acres. Within the site boundary, there are two approved micro-siting areas: 12,638 acres for wind energy generation components and 1,228 acres for solar photovoltaic energy generation components. As presented in Figure 1 below, habitat within the solar micro-siting area is entirely Category 6 habitat (dryland wheat). Therefore, the requirements of this plan apply to the Category 2, 3 and 4 habitat within the wind micro-siting area, which would only be impacted if the final facility design includes wind facility components.

This plan addresses mitigation for the permanent impacts of facility components within the wind micro-siting areas. The certificate holder shall protect and enhance the mitigation area as described in this plan. This plan specifies habitat enhancement actions and monitoring procedures to evaluate the success of those actions. Remedial action may be necessary if progress toward habitat enhancement success is not demonstrated in the mitigation area.

This plan will be finalized, based on final facility layout and evaluation of habitat categories impacted, prior to construction.

II. Description of the Impacts Addressed by the Plan

The land area that will be occupied by facility components will mostly be cropland, but also includes areas within the wind micro-siting area of perennial bunchgrass and desirable shrubs. After disturbance, the recovery of perennial bunchgrass species to a mature stage might take five to seven years; recovery of desirable shrubs such as bitterbrush and sagebrush might take ten to 30 years to reach maximum height and vertical branching. Even where recovery of these habitat subtypes is successful, there is a loss of habitat quality during the period of time needed to achieve recovery (temporal impact).

III. Calculation of the Size of the Mitigation Area

If the final facility design includes wind facility components, prior to construction, the certificate holder shall provide to the Oregon Department of Energy (Department) a map showing the final design configuration of the facility and a table showing the estimated areas of permanent impacts and construction area impacts on habitat (by category, habitat types, and habitat subtypes). The certificate holder shall calculate the size of the mitigation area, as illustrated below, based on the final design configuration of the facility. The certificate holder shall implement the habitat enhancement actions described in this plan, after the Department has

¹ This plan is incorporated by reference in the site certificate for the Oregon Trail Solar Facility and must be understood in that context. It is not a “stand-alone” document. This plan does not contain all mitigation required of the certificate holder.

Oregon Trail Solar Facility: Draft Amended Habitat Mitigation Plan
[MARCH 2023]

1 approved the size of the mitigation area. This plan does not address additional mitigation that is
2 required under the Oregon Trail Solar Facility Wildlife Monitoring and Mitigation Plan.

3 The mitigation area must be large enough to meet the habitat mitigation goals and
4 standards of the Oregon Department of Fish and Wildlife (ODFW) described in Oregon
5 Administrative Rule (OAR) 635-415-0025. The ODFW goals require mitigation to achieve “no
6 net loss” of habitat quantity or quality in Categories 2, 3 and 4 and a “net benefit” in habitat
7 quantity or quality for impacts to habitat in Categories 2 and 5. The Oregon Trail Solar Facility
8 would not have any impacts on Category 1 or Category 5 habitats. Impacts on Category 6 habitat
9 does not require mitigation.

10 For the footprint impacts, the mitigation area includes two acres for every one acre of
11 Category 2 habitat affected (a 2:1 ratio) and one acre for every acre of footprint impacts to
12 Category 3 and 4 habitat (a 1:1 ratio). The 2:1 ratio for Category 2 is intended to meet the
13 ODFW goals of “no net loss” and “net benefit” of habitat quantity or quality for impacts to
14 Category 2 habitat. The 1:1 ratio for the footprint impacts to Category 3 and 4 habitat is intended
15 to meet the ODFW goal of “no net loss” of habitat in these categories.

16 To mitigate for temporary construction impacts, the mitigation area includes 2 acres for
17 every acre of Category 2 SSA (sagebrush shrub-steppe) habitat affected (a 2:1 ratio) and 1 acre
18 for every Category 3 or Category 4 SSA habitat affected (a 1:1 ratio). This portion of the
19 mitigation area is intended to address the temporal loss of habitat quality during the recovery of
20 SSA habitat disturbed during construction. The size of this portion of the mitigation area
21 assumes that restoration of disturbed SSA habitat is successful, as determined under the Oregon
22 Trail Solar Facility Revegetation Plan. If the revegetation success criteria are not met in the
23 affected areas, then the Oregon Energy Facility Siting Council (“Council”) may require the
24 certificate holder to provide additional mitigation.

25 Areas of potential impact within each affected habitat category and the corresponding
26 mitigation area for each category are calculated as follows, based on maximum high-quality
27 habitat (Categories 2, 3, and 4) impact estimates:

28 Category 2

29 Footprint impacts: 1.01 acres

30 Temporary impacts to SSA: 0.2 acre

31 Mitigation area requirement: $(1.01 \text{ acres} \times 2) + (0.2 \text{ acre} \times 2) = 2.42 \text{ acres}$

32 Category 3

33 Footprint impacts: 0.44 acre

34 Temporary impacts to SSA: 0.09 acre

35 Mitigation area requirement: $0.44 \text{ acre} + (0.09 \text{ acre} \times 1) = 0.53 \text{ acre}$

36 Category 4

37 Footprint impacts: 0.63 acre

38 Mitigation area requirement: 0.63 acre

39 **Total mitigation area (rounded up to nearest whole acre): 4 (3.58) acres**

Oregon Trail Solar Facility: Draft Amended Habitat Mitigation Plan
[MARCH 2023]

IV. Description of the Mitigation Area

The certificate holder has selected a mitigation area in proximity to the facility where habitat protection and enhancement are feasible consistent with this plan.² The certificate holder has identified a 440-acre parcel in a relatively remote setting where habitat protection and enhancement are feasible.³ Conservation easements for other wind energy facilities have been established within the 440-acre parcel, and the certificate holder has an option for establishing a conservation easement for the Oregon Trail Solar Facility on the remaining acres.⁴ If sufficient land for the mitigation area is not acquired within the 440-acre parcel, the certificate holder shall select other land that is suitable for meeting the mitigation area requirement consistent with this plan. Before beginning construction of the facility, the certificate holder shall determine the final size of the mitigation area needed. The certificate holder shall determine the location and boundaries of the mitigation area in consultation with ODFW and the affected landowners and subject to the approval of the Department. The final mitigation area must contain suitable habitat to achieve the ODFW goals of no net loss of habitat quantity or quality in Categories 2, 3 and 4 and a net benefit in habitat quantity or quality for impacts to Category 2 habitat through appropriate enhancement actions. Before beginning construction of the facility, the certificate holder shall acquire the legal right to create, maintain and protect the habitat mitigation area for the life of the facility by means of an outright purchase, conservation easement or similar conveyance and shall provide a copy of the documentation to the Department.⁵

V. Habitat Enhancement Actions

The objectives of habitat enhancement are to protect habitat within the mitigation area from degradation and to improve the habitat quality of the mitigation area. By achieving these goals, the certificate holder can address the permanent and temporal habitat impacts of the Oregon Trail Solar Facility and meet the ODFW goals of no net loss of habitat quantity or quality in Categories 2, 3 and 4 and a net benefit in habitat quantity or quality for impacts to Category 2 habitat. The certificate holder shall initiate the habitat enhancement actions for the facility as soon as the size of the mitigation area has been determined and approved by the Department. The certificate holder shall implement the following enhancement actions within the habitat mitigation area:

- 1) Modification of Livestock Grazing Practices. The certificate holder shall restrict grazing within the habitat mitigation area. Eliminating livestock grazing within the mitigation area during most of the year will enable recovery of native bunchgrass and sagebrush in areas where past grazing or recent (2008) wildfires have occurred, resulting in better vegetative structure and complexity for a variety of wildlife. Reduced livestock grazing

² OAR 635-415-0005 defines “in-proximity habitat mitigation” as follows: “habitat mitigation measures undertaken within or in proximity to areas affected by a development action. For the purposes of this policy, ‘in proximity to’ means within the same home range, or watershed (depending on the species or population being considered) whichever will have the highest likelihood of benefiting fish and wildlife populations directly affected by the development.”

³ The 440-acre parcel is described in Section IV.4.(b)(F) of the *Final Order on the Application for the Leaning Juniper II Wind Power Facility*, September 21, 2007, pp. 97-100.

⁴ A fully executed and recorded Declaration of Conservation Easement, and habitat map, of the 440-acre parcel is provided in Attachment 1 of this plan.

⁵ As used in this plan, “life of the facility” means continuously until the facility site is restored and the site certificate is terminated in accordance with OAR 345-027-0110.

Oregon Trail Solar Facility: Draft Amended Habitat Mitigation Plan
[MARCH 2023]

1 may be used as a vegetation management tool, limited to the period from February 1
2 through April 15.

- 3 2) Shrub Planting. The certificate holder shall plant sagebrush shrubs in locations within the
4 habitat mitigation area where existing sagebrush is stressed or where recent (2008)
5 wildfires have occurred. The certificate holder shall determine the size of the shrub-
6 planting areas based on the professional judgment of a qualified biologist after a ground
7 survey of actual conditions. The size of the shrub-planting areas will depend on the
8 available mitigation area and opportunity for survival of planted shrubs. The certificate
9 holder shall complete the initial sagebrush planting within one year after the beginning of
10 construction. Supplementing existing, but disturbed, sagebrush areas with sagebrush
11 seedlings would assist the recovery of this valuable shrub-steppe component. The
12 certificate holder shall obtain shrubs from a qualified nursery or grow shrubs from native
13 seeds gathered from the mitigation area. The certificate holder shall identify the area to
14 be planted with sagebrush shrubs after consultation with ODFW and subject to final
15 approval by the Department. The certificate holder shall mark the planted sagebrush
16 clusters at the time of planting for later monitoring purposes and shall keep a record of
17 the number of shrubs planted.
- 18 3) Weed Control. The certificate holder shall implement a weed control program. Under the
19 weed control program, the certificate holder shall monitor the mitigation area to locate
20 weed infestations. The certificate holder shall continue weed control monitoring, as
21 needed, for the life of the facility. As needed, the certificate holder shall use appropriate
22 methods to control weeds. Weed control on the mitigation site will reduce the spread of
23 noxious weeds within the habitat mitigation area and on any nearby grassland,
24 Conservation Reserve Program or cultivated agricultural land. Weed control will promote
25 the growth of desirable native vegetation and planted sagebrush. The certificate holder
26 may consider weeds to be successfully controlled when weed clusters have been
27 eradicated or reduced to a non-competing level. Weeds may be controlled with herbicides
28 or hand-pulling. The certificate holder shall notify the landowner of the specific
29 chemicals to be used on the site and when spraying will occur. To protect locations where
30 young desirable forbs may be growing, spot-spraying may be used instead of total area
31 spraying.
- 32 4) Fire Control. The certificate holder shall implement a fire control plan for wildfire
33 suppression within the mitigation area. The certificate holder shall provide a copy of the
34 fire control plan to the Department before starting habitat enhancement actions. The
35 certificate holder shall include in the plan appropriate fire prevention measures, methods
36 to detect fires that occur and a protocol for fire response and suppression. The certificate
37 holder shall maintain fire control for the life of the facility. If any part of the mitigation
38 area is damaged by wildfire, the certificate holder shall assess the extent of the damage
39 and implement appropriate actions to restore habitat quality in the damaged area.
- 40 5) Habitat Protection. The certificate holder shall restrict uses of the mitigation area that are
41 inconsistent with the goals of no net loss of habitat quantity or quality in Categories 2, 3
42 and 4 and a net benefit in Category 2 habitat quantity or quality.

Oregon Trail Solar Facility: Draft Amended Habitat Mitigation Plan
[MARCH 2023]

VI. Monitoring

1. Monitoring Procedures

The certificate holder shall hire a qualified investigator (botanist, wildlife biologist or revegetation specialist) to conduct a comprehensive monitoring program for the mitigation area. The purpose of this monitoring is to evaluate on an ongoing basis the protection of habitat quality, the results of enhancement actions and the use of the area by avian and mammal species, especially during the wildlife breeding season.

The investigator shall monitor the habitat mitigation area for the life of the facility beginning in the year following the initial sagebrush planting. The investigator shall visit the site as necessary to carry out the following monitoring procedures:

- 1) Annually assess vegetation cover (species, structural stage, etc.) and progress toward meeting the success criteria.
- 2) Annually record environmental factors (such as precipitation at the time of surveys and precipitation levels for the year).
- 3) Annually record any wildfire that occurs within the mitigation area and any remedial actions taken to restore habitat quality in the damaged area.
- 4) Annually assess the success of the weed control program and recommend remedial action, if needed.
- 5) Assess the recovery of native bunchgrass and natural recruitment of sagebrush resulting from removal of livestock grazing pressure and recovery post-fire by comparing the quality of bunchgrass and sagebrush cover at the time of each monitoring visit with the quality observed in previous monitoring visits and as observed when the mitigation area was first established. The investigator shall establish photo plots of naturally recovering sagebrush and native bunchgrass during the first year following the beginning of construction of the Oregon Trail Solar Facility. The investigator shall take comparison photos in the first year and in every other year thereafter until the subject vegetation has achieved mature stature. The investigator shall determine the extent of successful recovery of native bunchgrass based on measurable indicators (such as signs of more abundant seed production) and shall report on the progress of recovery within in the monitoring plots. The investigator shall report on the timing and extent of any livestock grazing that has occurred within the mitigation area since the previous monitoring visit.
- 6) Assess the survival rate and growth of planted sagebrush. At the time of planting, sagebrush clusters will be marked for monitoring. The investigator shall select several planted clusters for photo monitoring and shall take close-up and long-distance digital images of each selected cluster during monitoring visits. The certificate holder shall determine the number of clusters to be photo-monitored at the time of planting in consultation with the Department and ODFW, based on the number of clusters planted. The investigator shall take comparison photos in the first year following the initial sagebrush planting and in every other year thereafter until the surviving planted sagebrush has achieved mature stature. In each monitoring year, the investigator shall determine and report the survival rate of planted sagebrush. Based on past experience of restoration specialists for other sagebrush planting projects, a survival rate as high

Oregon Trail Solar Facility: Draft Amended Habitat Mitigation Plan
[MARCH 2023]

1 as 50 percent can be achieved if there are years of high soil moisture, but a more
2 typical survival rate is 2 surviving shrubs per 10 planted (20 percent) after four years.
3 Shrub planting will be considered successful if a 20 percent survival rate is achieved
4 after four years. The investigator shall recommend remedial action when, in the
5 investigator’s judgment, the survival rate of planted sagebrush is inadequate to
6 demonstrate a trend toward an improvement in habitat quality.

7 The certificate holder shall report the investigator’s findings and recommendations
8 regarding the monitoring of the mitigation area to the Department and to ODFW on an annual
9 basis. In the annual mitigation area report, the certificate holder shall describe all habitat
10 mitigation actions carried out during the reporting year. The mitigation area report may be
11 included as part of the annual report on the Oregon Trail Solar Facility that is required by the site
12 certificate.

13 **2. Success Criteria**

14 Prior to construction, the certificate holder shall develop quantitative success criteria in
15 consultation with the Department and ODFW that evaluates the success of each enhancement
16 action within the framework of the mitigation goal for each habitat category (2, 3 and 4)
17 impacted. Mitigation of the permanent and temporal habitat impacts of the facility may be
18 considered successful if the certificate holder protects and enhances sufficient habitat within the
19 mitigation area to meet the ODFW goals of no net loss of habitat quantity or quality in
20 Categories 2, 3 and 4 and a net benefit in habitat quantity or quality for impacts to Category 2
21 habitat. The certificate holder must protect the quantity and quality of habitat within the
22 mitigation area for the life of the facility. ODFW has advised the Department that protection of
23 habitat alone (without enhancement activity) will not meet the intent of the “net benefit” goal.

24 The certificate holder must protect a sufficient quantity of habitat in each category to
25 meet the mitigation area requirements calculated under Section III based on the final design
26 configuration of the facility. The certificate holder shall determine the actual mitigation area
27 requirements of the facility, subject to Department approval, before beginning construction of the
28 facility. If the land selected for the mitigation area does not already contain sufficient habitat in
29 each category to meet these requirements, then the certificate holder must demonstrate
30 improvement of habitat quality sufficient to change lower-value habitat to a higher value (for
31 example, to convert Category 3 habitat to Category 2). The certificate holder may demonstrate
32 improvement of habitat quality based on evidence of indicators such as increased avian use by a
33 diversity of species, survival of planted shrubs, more abundant seed production of desirable
34 native bunchgrass, natural recruitment of sagebrush, and successful weed control. If the
35 certificate holder cannot demonstrate that the habitat mitigation area is trending toward the
36 habitat quality goals described above within four years after the initial sagebrush planting, the
37 certificate holder shall propose remedial action. The Department may require supplemental
38 planting or other corrective measures.

39 After the certificate holder has demonstrated that the habitat quantity goals have been
40 achieved, the investigator shall verify, during subsequent monitoring visits, that the mitigation
41 area continues to meet the ODFW “no net loss” and “net benefit” goals described above. The
42 investigator shall recommend remedial action if the habitat quality within the mitigation area
43 falls below the habitat quantity goals listed above. The Department may require supplemental

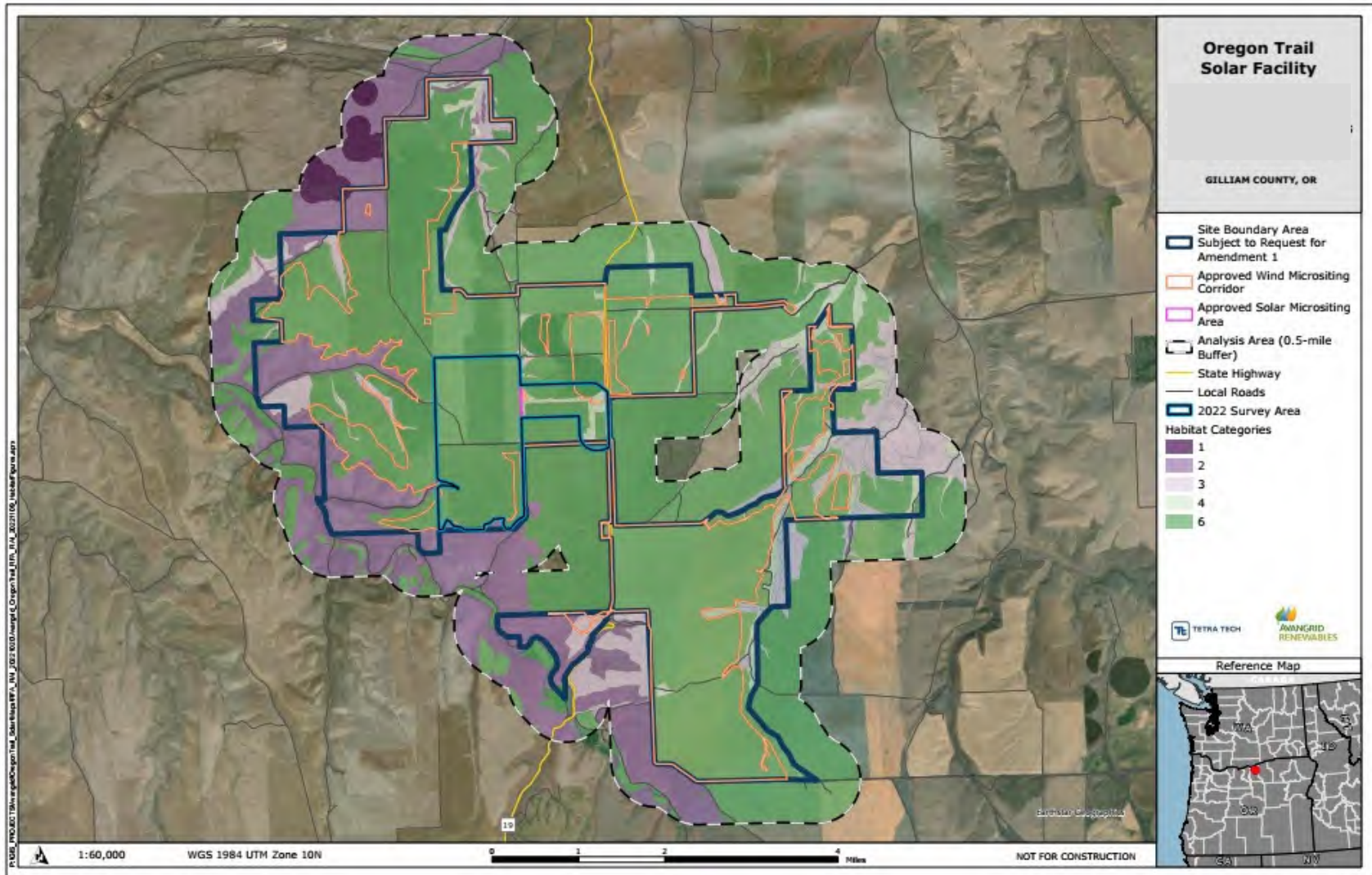
Oregon Trail Solar Facility: Draft Amended Habitat Mitigation Plan
[MARCH 2023]

1 planting, other corrective measures and additional monitoring as necessary to ensure that the
2 habitat quantity goals are achieved and maintained.

3 **VII. Amendment of the Plan**

4 This *Habitat Mitigation Plan* may be amended from time to time by agreement of the
5 certificate holder and the Council. Such amendments may be made without amendment of the
6 site certificate. The Council authorizes the Department to agree to amendments to this plan. The
7 Department shall notify the Council of all amendments, and the Council retains the authority to
8 approve, reject or modify any amendment of this plan agreed to by the Department.

1 **Figure 1: Habitat Categories within 0.5-Mile Analysis Area**



1

2

3

4 **Attachment 1: Declaration of Conservation Easement and Mitigation Area Habitat Map**

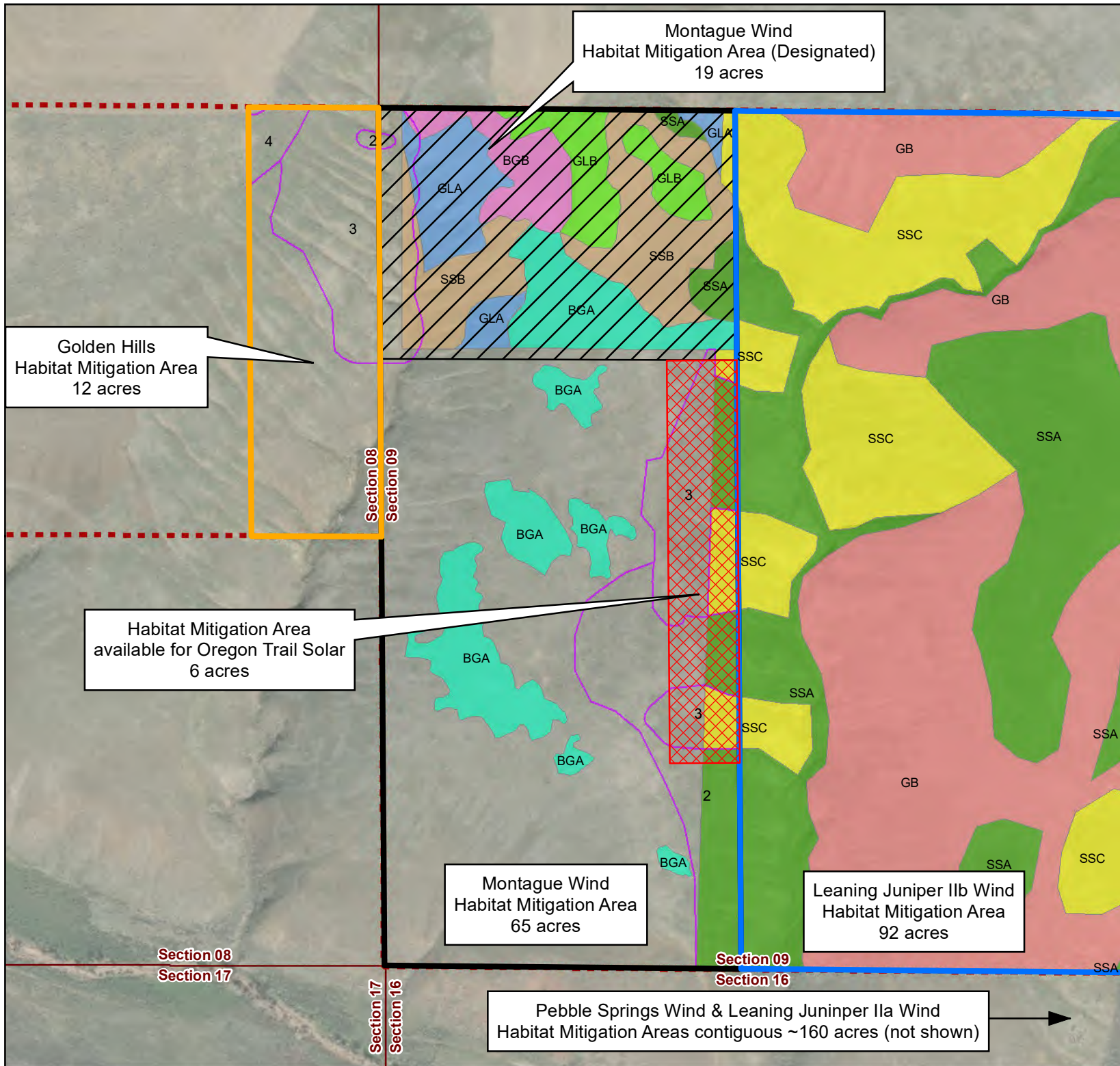
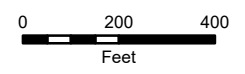


Figure 2
Oregon Trail Solar Mitigation Area
 Oregon Trail Solar Power Facility

- Legend**
- Montague Wind - Designated 19 acre Mitigation Site
 - Montague Wind - Executed 65 acre Mitigation Site
 - Golden Hills Wind - Executed 12 acre Mitigation Site
 - Leaning Juniper IIb Wind - Executed 92 acre Mitigation Site
 - Oregon Trail Solar - Designated 6 acre Mitigation Site
 - Shrub Steppe for GH Mitigation
 - 440-Acre Easement Boundary

- Habitat Type**
- BGA
 - BGB
 - GB
 - GLA
 - GLB
 - SSA
 - SSB
 - SSC



AFTER RECORDING, RETURN TO:

Stoel Rives LLP
900 SW Fifth Avenue, Suite 2600
Portland, OR 97204
Attn: Cynthia P. Caggiano

MORROW COUNTY, OREGON **2010-26990**
E-EAS
Cnt=1 Stn=1 TC **10/22/2010 10:43:05 AM**
\$40.00 \$11.00 \$15.00 \$10.00 **\$76.00**



00014011201000269900080086

I, Bobbi Childers, County Clerk for Morrow County, Oregon, certify that the instrument identified herein was recorded in the Clerk records.

Bobbi Childers - County Clerk



DECLARATION OF CONSERVATION EASEMENT

DATED: SEPTEMBER 28, 2010

BETWEEN: PACIFIC WIND DEVELOPMENT

“BENEFICIARY”

AND: KBC LLLP,
a Nevada limited liability partnership

“OWNER”

EXHIBIT B

Iberdrola Renewables, Inc.
Attn: Real Estate Department
1125 NW Couch St. Ste 700
Portland, OR 97209

AFTER RECORDING, RETURN TO:

DECLARATION OF CONSERVATION EASEMENT

THIS DECLARATION OF CONSERVATION EASEMENT (this "**Conservation Easement**") is made as of the September 28, 2010 (the "**Effective Date**"), although executed and recorded thereafter, by and between Pacific Wind Development LLC an Oregon limited liability company ("**Beneficiary**"), and KBC LLLP, a Nevada limited liability partnership ("**Owner**").

RECITALS

A. Owner is the owner of that certain real property located in Morrow County, Oregon described in the attached Exhibit A, referred to in this Agreement as the "**Conservation Easement Property**").

B. Owner and Beneficiary wished to restrict the use of the Conservation Easement Property to conservation, wildlife habitat, and/or grazing purposes and uses reasonably related thereto, and not for residential use or industrial or commercial development.

DECLARATION AND AGREEMENT

NOW THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner and Beneficiary hereby correct, amend, restate, supersede and replace the Original Easement, as follows:

1. **Declaration of Easement.** Owner hereby declares that Owner's interest in and to the Conservation Easement Property shall be held, transferred and conveyed subject to the following easement and covenants:

EXHIBIT B

1.1 Conservation Easement. Owner establishes an easement over the Conservation Easement Property for the purposes of conservation, wildlife habitat and/or grazing purposes. The Conservation Easement Property shall not be used for residential use or industrial or commercial development thereof. This Conservation Easement is made subject to all existing licenses, leases, easements, restrictions, conditions, covenants, encumbrances, liens and claims of title that may affect the Conservation Easement Property.

1.2 Permitted Use/Agricultural and Grazing Uses Compatible to Conservation Uses. The Conservation Easement Property may be used for grazing and nature study provided that conservation and wildlife habitat uses shall take precedence and priority where such uses are or may be deemed incompatible.

2. Effect of this Agreement. This Conservation Easement shall inure to the benefit of and be binding on the heirs, successors, assigns and personal representatives of the parties hereto. Beneficiary shall have the right without Owner's consent to convey or assign all or any portion of its interest under this Conservation Easement to one or more persons or entities, including without limitation the assignment of the right to enforce this Conservation Easement set forth in paragraph 4 below.

3. No Public Dedication. This Conservation Easement may not be construed as a gift or dedication of the Conservation Easement Property or any portion thereof or interest therein to the general public, nor as a right of use or access by the general public.

4. Enforcement. The parties agree that damages would be an inadequate remedy to Owner and its assignees for any breach of this Conservation Easement by Beneficiary, and therefore, in addition to any other remedy that may be available, Owner and its assignees shall be entitled to injunctive relief enjoining any continuing violation of this Conservation Easement. Beneficiary and its assigns shall have the right to enter upon the Conservation Easement Property at reasonable times with 14 day prior notice to the Owner and confirmation from the Owner that notice was provided, for reasonable durations not exceeding one day each visit, for the limited purpose of monitoring compliance with and otherwise enforce the terms of this Conservation Easement; provided that such entry shall not unreasonably interfere with the use and quiet enjoyment of the Conservation Easement Property by the Owner, Owner's guests or by any tenants of the Conservation Easement Property. No overnight presence or motorized vehicle travel is permitted on the Conservation Easement Property and site inspections will be discouraged by Owner from occurring during a high fire danger period, typically July through August. Notwithstanding the foregoing, no failure by Beneficiary or its assignees to enforce the terms of this Conservation Easement in any one instance shall be construed as a waiver of such terms or a relinquishment of the right of future enforcement.

5. General Provisions.

5.1 Term. This Conservation Easement shall last for a term of thirty (30) years from the Effective Date.

EXHIBIT B

5.2 Compensation.

[REDACTED FOR RECORDING]

5.3 Attorney Fees.

[REDACTED FOR RECORDING]

5.4 Grazing Restrictions. Owner may graze cattle on the Conservation Easement Property only between February 1 and April 15. If a biologist hired by Beneficiary at its expense determines that the grazing of the Conservation Easement

EXHIBIT B

Property is interfering with the Beneficiary's desire to manage the Conservation Easement Property for the benefit of conservation and wildlife habitat, Owner shall restrict grazing during the above-described grazing season on the 80-acre Conservation Easement Property, as follows: For each 40 acres of the Property, 2 (two) pairings of a mother and calf per month or an equivalent amount of yearlings assuming a yearling to mother and calf pairing ratio of .3. Other domestic livestock may include horses or sheep and the formulas will be the following: number of horses shall be equivalent to the number of cows stated above and the number of sheep shall be at three times the number of cows stated above (6 pairs). Should Beneficiary exercise its right to expand the Conservation Easement Property per Section 5.3 of this Conservation Easement, the number of domestic livestock that may be grazed on the Conservation Easement Property pursuant to this Section shall be increased on a pro-rata per acre basis.

5.5 Fencing. If Beneficiary determines fencing to be necessary, Beneficiary must provide fencing and/or cattle guards for the Conservation Easement Property at its sole expense.

5.6 Confidentiality.

[REDACTED FOR RECORDING]

5.7 Severability.

[REDACTED FOR RECORDING]

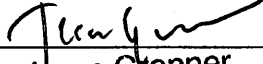
EXHIBIT B

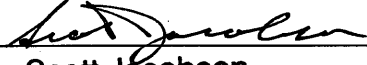
IN WITNESS WHEREOF, Owner and Beneficiary have executed this Conservation Easement as of the Effective Date.

BENEFICIARY:

Pacific Wind Development LLC,
an Oregon limited liability corporation

LEGAL
2

By: 
Name: **Jesse Gronner**
Title: **Authorized Representative**

By: 
Name: **Scott Jacobson**
Title: **Authorized Representative**

OWNER:

KBC LLLP,
a Nevada limited liability limited partnership

By: 
Name: **KAREN KRONNER**
Title: **General Partner**

EXHIBIT B

STATE OF OREGON)
) ss.
COUNTY OF Multnomah)

The foregoing instrument was acknowledged before me this 30 day of SEPTEMBER, 2010 by JESSE GLONNER and SCOTT JACOBSON, as Authorized Representatives of Pacific Wind Development LLC, an Oregon limited liability company, on its behalf.



[Signature]
Notary Public for Oregon
My commission expires: 7/22/2014
Commission No.: 450953

STATE OF Oregon)
) ss.
COUNTY OF Umatilla)

The foregoing instrument was acknowledged before me this 4th day of October, 2010 by Karen Kronner, as General Partner of KBC LLLP, a Nevada limited partnership, on its behalf.



Paula M. Hancock
Notary Public for Oregon
My commission expires: May 19, 2012
Commission No.: 429152

**EXHIBIT A
TO
DECLARATION OF CONSERVATION EASEMENT**

Description of Conservation Easement Property

Real property situated in the County of Morrow, State of Oregon, hereby described as follows:

Township 2 South, Range 23 East:

Section 8: The Eastern 396 feet of the North one-half of the Southeast Quarter (12 acres total)

Section 9: Western 68 acres of the Southwest Quarter.

After recording return to:

Winthrop & Weinstine, P.A. (MRP)
Suite 3500
225 South Sixth Street
Minneapolis, MN 55402

MORROW COUNTY, OREGON 2011-28654
E-EAS 08/22/2011 11:19:29 AM
Cnt=2 Str=1 TC
\$35.00 \$5.00 \$11.00 \$15.00 \$10.00 \$76.00



I, Bobbi Childers, County Clerk for Morrow County, Oregon, certify that the instrument identified herein was recorded in the Clerk records.

Bobbi Childers - County Clerk



(Space Above This Line for Recorder's Use Only)

AMENDMENT NO. 1 TO DECLARATION OF CONSERVATION EASEMENT AND ASSIGNMENT OF DECLARATION OF CONSERVATION EASEMENT

THIS AMENDMENT NO.1 TO DECLARATION OF CONSERVATION EASEMENT AND ASSIGNMENT OF DECLARATION OF CONSERVATION EASEMENT (this "**Amendment and Assignment**") is made as of July 27, 2011 (the "**Effective Date**") by and among **Pacific Wind Development LLC**, an Oregon limited liability company ("**Beneficiary**"), **Montague Wind Power Facility, LLC**, an Oregon limited liability company ("**Assignee**"), and **KBC LLP**, a Nevada limited liability partnership ("**Owner**"). Each of **Beneficiary**, **Assignee**, and **Owner** is sometimes referred to as a "**Party**" and collectively as the "**Parties**." Capitalized terms not otherwise defined herein shall have the meanings assigned such terms in the Declaration of Conservation Easement (as defined below).

RECITALS

A. In connection with certain real property more particularly described on the attached Exhibit A and incorporated herein by this reference, **Beneficiary** and **Owner** are parties to that certain Declaration of Conservation Easement dated as of September 28, 2010 and recorded in the real property records of Morrow County, Oregon on October 22, 2010 as Document No. 2010-26990 (the "**Conservation Easement**").

B. The Parties hereto desire to amend the Conservation Easement as set forth herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, the Parties agree as follows:

1. **Amendment to Article 5 (Term)**. Section 5.1 of the Conservation Easement, which currently reads:

"5.1 Term. This Conservation Easement shall last for a term of thirty (30) years from the Effective Date."

is hereby deleted in its entirety and replaced with the following:

“5.1 Term. This Conservation Easement shall last for a term of thirty-four (34) years from the Effective Date. Upon consent of Owner the term of this Conservation Easement may be extended for two additional, consecutive periods of ten (10) years each.”

2. **Amendment to Article 5 (Indemnification)**. The following Section 5.8 is hereby added to Article 5 of the Conservation Easement:

“5.8 No Ownership Rights in Beneficiary; Indemnification. The Parties recognize and acknowledge that Owner will remain in control and possession of the Conservation Easement Property (Property). Owners shall pay, when and as due, any and all taxes, duties and other similar federal, state, or local tax related charges assessed in connection with the Conservation Easement Property hereunder. Owners will fully indemnify Beneficiary, its affiliates, officers, employees, agents, directors, equity holders, legal and official contractors or other related parties (“Related Parties”) against any and all claims, losses, costs, fees, liabilities, damages or injuries (“Claims”) related to the Conservation Easement Property or this Agreement due to or arising out of actions or omissions of Owner, unless such Claims arise directly as a result of actions taken at the explicit direction of Beneficiary or one of its officers. Beneficiary will fully indemnify Owners, their Related Parties against any and all Claims related to the Conservation Easement Property or this Agreement due to or arising out of actions or omissions of Beneficiary and its contractors. Beneficiary will provide proof of appropriate insurance before accessing and using the Property and Owner shall be an additional insured on general liability and other related policies. Before conducting any on-site work, Beneficiary, its agents and contractors shall consult with Owner regarding pertinent site conditions and access routes, as certain environmental conditions could fluctuate periodically (such as muddy roads, high fire danger and other field travel conditions).

3. **Assignment and Assumption of Conservation Easement**.

3.1 **Assignment and Delegation**. Beneficiary hereby assigns, transfers, conveys, and delegates to Assignee all of Beneficiary’s right, title, interest, and obligations in, to, and under the Conservation Easement.

3.2 **Assumption of Rights and Obligations**. Assignee hereby assumes, and agrees to pay and perform or discharge when due, all of Beneficiaries right, title, interest, and obligations in, to, and under the Conservation Easement that arise or accrue on or after the Effective Date.

4. **Full Force and Effect**. Except as expressly amended hereby, the Option shall continue to full force and effect as originally constituted (including any subsequent amendments thereto) and is ratified by the parties hereto.

5. **Counterparts.** This Amendment and Assignment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

6. **Severability.** If one or more provisions of this Amendment and Assignment are held to be unenforceable under applicable law, such provision shall be excluded from this Amendment and Assignment and the balance of this Amendment and Assignment shall be interpreted as if such provision were so excluded and shall be enforceable in accordance with its terms.

7. **Governing Law.** This Amendment and Assignment shall be governed by and construed under the laws of the State of Oregon without applying its conflict of law principles.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute and deliver this Amendment and Assignment on the Effective Date.

“Owner”

KBC LLLP,
A Nevada limited liability limited
partnership

By: Karen Kronner
Name: KAREN KRONNER
Title: General Partner

“Beneficiary”

PACIFIC WIND DEVELOPMENT LLC,
an Oregon limited liability company

By: [Signature]
Name: Rany Raviv
Title: Authorized Representative

By: [Signature]
Name: Scott Jacobson
Title: Authorized Representative

LEGAL
22

“Assignee”

**MONTAGUE WIND POWER FACILITY,
LLC,**
an Oregon limited liability company

By: [Signature]
Name: Rany Raviv
Title: Authorized Representative

By: [Signature]
Name: Scott Jacobson
Title: Authorized Representative

LEGAL
22

STATE OF Oregon)
) ss.
COUNTY OF Umatilla)

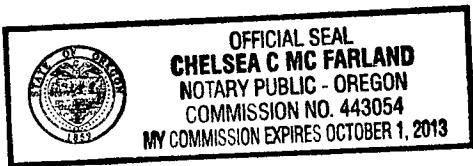
The foregoing instrument was acknowledged before me this 11th day of July, 2011 by Karen Kronner, as General Partner of KCB LLLP, a Nevada limited liability limited partnership, on its behalf.



Paula M. Hancock
Notary Public for Oregon
My commission expires: May 19, 2012
Commission No.: 429152

STATE OF OREGON)
) ss.
COUNTY OF Multnomah)

The foregoing instrument was acknowledged before me this 21st day of July, 2011 by Rany Raviv, as Authorized Rep and Scott Jacobson, as Authorized Rep of Pacific Wind Development LLC, an Oregon limited liability company, on its behalf.



Chelsea C Farland
Notary Public for Oregon
My commission expires: 10/1/2013
Commission No.: 443054

EXHIBIT A

DESCRIPTION OF THE PROPERTY

All that real property located in Morrow County, Oregon, more particularly described as follows:

In Township 2 South, Range 23 East of the Willamette Meridian:

Section 8: The Eastern 396 feet of the North Half of the Southeast Quarter (N 1/2 SE 1/4) (12 acres total)

Section 9: The Western 68 acres of the Southwest Quarter (SW 1/4)

PREPARED AND REQUESTED BY:

Golden Hills Wind Farm LLC
Attention: Land Management
1125 NW Couch, Suite 700
Portland, OR 97209
Telephone: 503.796.7000

AFTER RECORDING RETURN TO:

Winthrop & Weinstine
Attn: Krista A. Bengtson Cook
225 South Sixth Street, Suite 3500
Minneapolis, MN 55402-4629
Telephone: 612.604.6629

Space above this line for Recorder's use only)

ASSIGNMENT AND ASSUMPTION AGREEMENT

BETWEEN

MONTAGUE WIND POWER FACILITY, LLC, an Oregon limited liability company,

AND

GOLDEN HILLS WIND FARM LLC, a Delaware limited liability company

**ASSIGNMENT AND ASSUMPTION AGREEMENT
(Montague Wind Power Facility, LLC to Golden Hills Wind Farm LLC)**

This ASSIGNMENT AND ASSUMPTION AGREEMENT (“**Agreement**”), dated as of _____, 2022 (“**Effective Date**”), is made by and between MONTAGUE WIND POWER FACILITY, LLC, an Oregon limited liability company (“**Montague**”), whose address is 1125 NW Couch, Suite 700, Portland, Oregon 97209, and GOLDEN HILLS WIND FARM LLC, a Delaware limited liability company (“**Golden Hills**”), whose address is 1125 NW Couch, Suite 700, Portland, Oregon 97209. Montague and Golden Hills may be collectively referred to herein as the “**Parties**”.

RECITALS

A. KBC LLLP, a Nevada limited liability limited partnership (“**KBC**”) and Pacific Wind Development LLC, an Oregon limited liability company (“**Pacific Wind**”) entered into that certain Declaration of Conservation Easement dated September 8, 2010 and recorded in the real property records of Morrow County, Oregon (the “**Public Records**”) on October 22, 2010 as Document No. 2010-26990 (the “**Original Conservation Easement**”).

B. Pursuant to the Original Conservation Easement, KBC, for the benefit of Pacific Wind, established an easement over certain real property in Morrow County, Oregon (the “**Conservation Easement Property**”) for the purposes of conservation, wildlife habitat and/or grazing purposes.

C. The Original Conservation Easement permits Pacific Wind to convey or assign all or any portion of its interest in the Original Conservation Easement without the consent of KBC.

D. KBC, Montague, and Pacific Wind entered into that certain Amendment No. 1 to Declaration of Conservation Easement and Assignment of Declaration of Conservation Easement dated July 27, 2011 and recorded in the Public Records on August 22, 2011 as Document No. 2011-28654 (the “**Amendment**”). Pursuant to the Amendment, Pacific Wind assigned all of its right, title and interest in and to the Original Conservation Easement to Montague. The Original Conservation Easement, as amended by the Amendment, are collectively referred to herein as the “**Conservation Easement**”.

E. With respect only to that portion of the Conservation Easement Property described in Exhibit A-1 and depicted on Exhibit A-2, both attached hereto and incorporated herein by this reference (the “**Assigned Property**”), Montague desires to assign all of its right, title and interest in, to and under the Conservation Easement to Golden Hills, and Golden Hills desires to assume and acquire all of Montague’s right, title and interest in and to the Conservation Easement with respect only to the Assigned Property.

F. The Parties are executing and recording this Agreement to provide public and constructive notice of (i) the assignment and conveyance by Montague to Golden Hills of Montague’s rights under the Conservation Easement as to the Assigned Property only, and (ii)

the assumption by Golden Hills of Montague's liabilities and obligations under the Conservation Easement, but only to the extent of the Assigned Property.

AGREEMENT

NOW THEREFORE in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Montague and Golden Hills agree as follows:

1. Assignment. Montague hereby transfers, assigns, conveys and delivers to Golden Hills, its successors and assigns, as of the date hereof, all of Montague's right, title and interest in, to and under the Conservation Easement, but only with respect to the Assigned Property. Montague shall retain rights under the Conservation Easement as to that portion of the Conservation Easement Property that is not the Assigned Property. Montague shall take all further actions and execute and deliver any further documents, and to cause such documents to be filed with the appropriate agencies, if necessary, as Golden Hills deems reasonably necessary to perfect Golden Hills's rights under the Conservation Easement and to implement the terms of this Agreement.

2. Assumption. Golden Hills hereby accepts the foregoing assignment and, in consideration thereof, Golden Hills hereby covenants and agrees that, on and after the date hereof, Golden Hills will assume, observe, perform, fulfill and be bound by all terms, covenants, conditions and obligations of Montague under or related to the Conservation Easement as they relate to the Assigned Property. Montague shall remain by all terms, covenants, conditions and obligations of the Conservation Easement as they relate to the Conservation Easement Property that is not the Assigned Property.

3. Successors and Assigns. This Agreement is binding upon and inures to the benefit of the Parties and their respective successors and assigns.

4. Severability. Each provision of this Agreement is intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the legality or validity of the remainder of the Agreement.

5. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Oregon without regard to its conflicts of law provisions.

6. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

(SIGNATURE AND ACKNOWLEDGEMENT PAGES FOLLOW)

GOLDEN HILLS WIND FARM LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

STATE OF OREGON)
) ss.
COUNTY OF MULTNOMAH)

The foregoing instrument was acknowledged before me this ____ day of _____, 2022 by _____ and _____, as Authorized Representatives on behalf of GOLDEN HILLS WIND FARM LLC, a Delaware limited liability company.

Notary signature: _____
Notary Public for State of Oregon
My commission expires: _____
Commission No.: _____

EXHIBIT A-1
to
ASSIGNMENT AND ASSUMPTION AGREEMENT
(DESCRIPTION OF ASSIGNED PROPERTY)

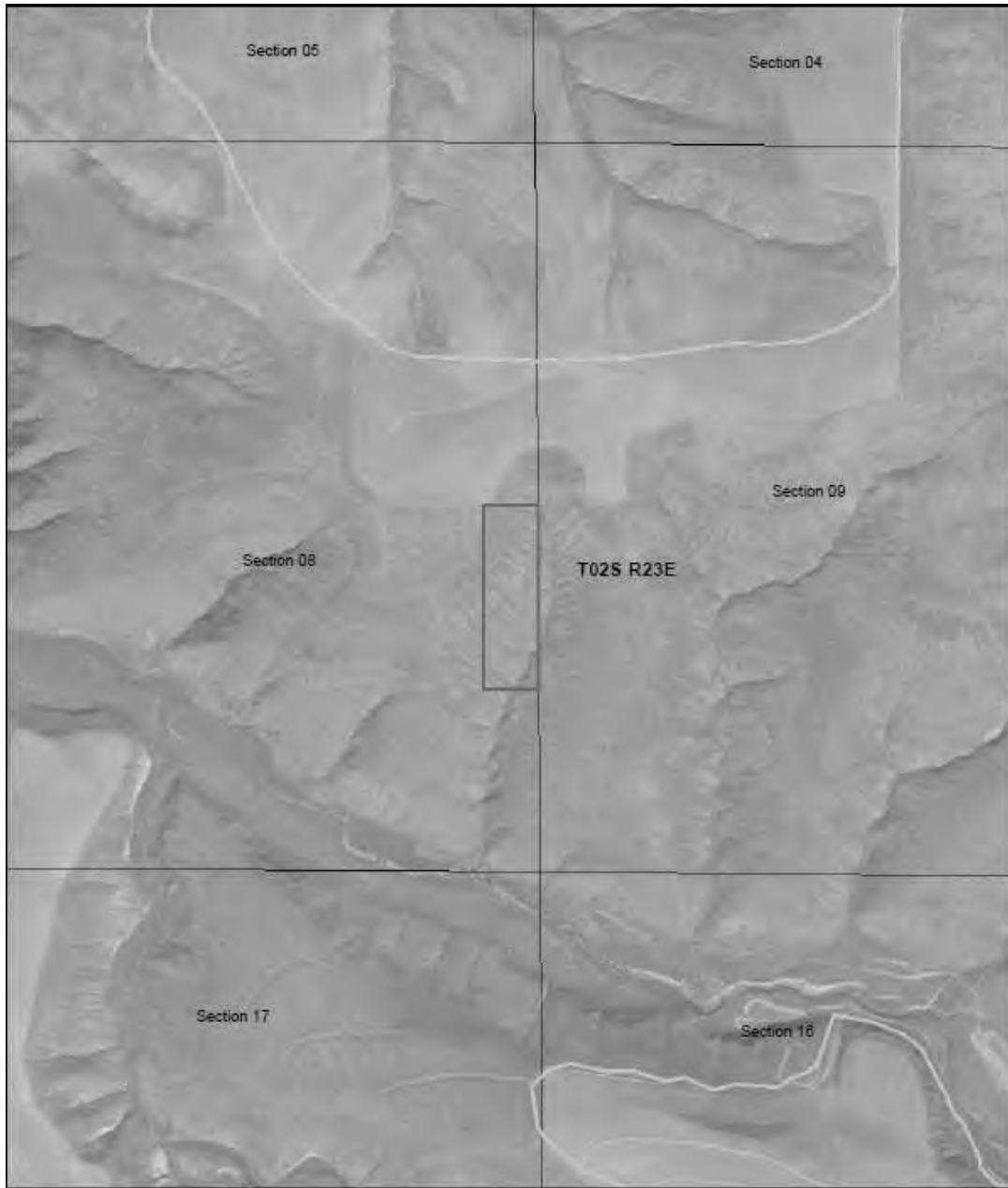
That certain real property located in the County of Morrow, State of Oregon, hereby described as follows:

Township 2 South, Range 23 East:

Section 8: The Eastern 396 feet of the North One-Half of the Southeast Quarter (12 acres total)

Portion of Tax Lot 2S230000-1200

EXHIBIT A-2
to
ASSIGNMENT AND ASSUMPTION AGREEMENT
(DEPICTION OF ASSIGNED PROPERTY)



<p>Legend</p> <p> Conservation Easement</p> <p> PLSS Section</p>		<p>Exhibit A-2 Conservation Easement Golden Hills Wind Project</p>
---	--	---

Attachment D: Draft Amended Wildlife Monitoring and Mitigation Plan (WMMP)

[Changes to the WMMP are approved by Council to support future interpretation of the applicability of the requirements of the plan. Several requirements only apply if wind facility components are constructed]

Oregon Trail Solar Facility: Amended Wildlife Monitoring and Mitigation Plan

[MARCH 2023]

1 This plan describes wildlife monitoring that the certificate holder shall conduct during
2 operation of the Oregon Trail Solar Facility.¹ This plan was approved in September 2019 as part
3 of the Energy Facility Siting Council’s (EFSC) Final Order on Request for Amendment 4 of the
4 Montague Wind Power Facility site certificate (Final Order on RFA4). Final Order on RFA4
5 approved modifications to the previously approved layout and specifications of wind facility
6 components and the addition of approximately 1,189 acres of solar photovoltaic energy
7 generation equipment. In September, 2020, the Council approved Final Order on Request for
8 Amendment 5 of the Montague Wind Power Facility site certificate (Final Order on RFA5),
9 authorizing amendment of the Montague Wind Power Facility site certificate to cover only Phase
10 1 facility components; and, previously approved facility components (Phase 2) to be allocated
11 under original site certificates for facilities named Montague Solar Facility and Oregon Trail
12 Solar Facility.

13 The Oregon Trail Solar Facility is a 41 megawatt (MW) wind and solar photovoltaic
14 energy facility. The facility could include use of up to 1,228 acres for solar photovoltaic energy
15 generation components or up to 16 wind turbines, or any combination of equipment not to
16 exceed 41 MW, within a 13,866 acre site boundary, in northeastern Gilliam County.

17 The monitoring objectives are to determine whether the facility causes significant
18 fatalities of birds and bats and to determine whether the facility results in a loss of habitat
19 quality.

20 The certificate holder shall use experienced and properly trained personnel (the
21 “investigators”) to conduct the monitoring required under this plan. For all components of this
22 plan except the Wildlife Reporting and Handling System, the certificate holder shall hire
23 independent third-party investigators (not employees of the certificate holder) to perform
24 monitoring tasks.

25 The *Wildlife Monitoring and Mitigation Plan* for the Oregon Trail Solar Facility has the
26 following components:

- 27 1) Fatality monitoring program including:
 - 28 a) Definitions and methods
 - 29 b) Removal trials
 - 30 c) Searcher efficiency trials
 - 31 d) Fatality monitoring search protocol
 - 32 e) Incidental finds and injured birds
 - 33 f) Statistical methods for fatality estimates

¹ This plan is incorporated by reference in the site certificate for the Oregon Trail Solar Facility and must be understood in that context. It is not a “stand-alone” document. This plan does not contain all mitigation required of the certificate holder.

Oregon Trail Solar Facility: Amended Wildlife Monitoring and Mitigation Plan
[MARCH 2023]

1 g) Mitigation

2 2) Raptor nesting surveys

3 3) Washington ground squirrel surveys

4 4) Wildlife Reporting and Handling System

5 5) Data reporting

6 Components 1) fatality monitoring program, 2) raptor nest surveys, and 3) WGS surveys
7 only apply if the final facility design includes wind facility components within the approved
8 wind micro-siting corridors. Components 4) wildlife reporting and handling system and 5) data
9 reporting apply to the facility, regardless of whether final design includes wind or solar facility
10 components.

11 Based on the results of the monitoring programs, mitigation of significant impacts may be
12 required. The selection of the mitigation actions should allow for flexibility in creating
13 appropriate responses to monitoring results that cannot be known in advance. If the Department
14 determines that mitigation is needed, the certificate holder shall propose appropriate mitigation
15 actions to the Department and shall carry out mitigation actions approved by the Department,
16 subject to review by the Oregon Energy Facility Council (Council).

17 **1. Fatality Monitoring**

18 (a) Definitions and Methods

19 Seasons

20 This plan uses the following dates for defining seasons:

Season	Dates
Spring Migration	March 16 to May 15
Summer/Breeding	May 16 to August 15
Fall Migration	August 16 to October 31
Winter	November 1 to March 15

21 Search Plots

22 The investigators shall conduct fatality monitoring within search plots. The certificate
23 holder, in consultation with the Oregon Department of Fish and Wildlife (ODFW), shall select
24 search plots based on a systematic sampling design with a random starting point that ensures that
25 the selected search plots are representative of the habitat conditions in different parts of the site.
26 Each search plot will contain one turbine. Search plots will be square or circular. Circular search
27 plots will be centered on the turbine location and will have a radius equal to the maximum blade
28 tip height of the turbine contained within the plot. “Maximum blade tip height” is the turbine
29 hub-height plus one-half the rotor diameter. Square search plots will be of sufficient size to
30 contain a circular search plot as described above. The certificate holder shall use the same search
31 plots for each search conducted during a monitoring year.

Oregon Trail Solar Facility: Amended Wildlife Monitoring and Mitigation Plan
[MARCH 2023]

1 Scheduling

2 Fatality monitoring will begin one month after commencement of commercial operation
3 of the facility. Subsequent monitoring years will follow the same schedule (beginning in the
4 same calendar month in the subsequent monitoring year).

5 In each monitoring year, the investigators shall conduct fatality monitoring searches at
6 the rates of frequency shown below. Over the course of one monitoring year, the investigators
7 will conduct 16 searches, as follows:

Season	Frequency
Spring Migration	2 searches per month (4 searches)
Summer/Breeding	1 search per month (3 searches)
Fall Migration	2 searches per month (5 searches)
Winter	1 search per month (4 searches)

8 Sample Size

9 The sample size for fatality monitoring is the number of turbines searched per monitoring
10 year. The investigators shall conduct fatality monitoring during each monitoring year in search
11 plots at one-third of the turbines that are built or 50 turbines, whichever is greater. If fewer than
12 50 turbines are built, the certificate holder shall search all turbines. The number of turbines
13 constructed will be considered when determining the sample size for the facility, and the turbines
14 searched will be distributed proportionally throughout the entire facility.

15 The certificate holder may choose to build the Oregon Trail Solar Facility using turbine
16 types in two size classes:

- 17 • Small: turbines having a rotor diameter of 82 meters (269 feet) or less
- 18 • Large: turbines having a rotor diameter greater than 82 meters

19 If the final design of the Oregon Trail Solar Facility includes both small and large
20 turbines, the certificate holder shall consult with an independent expert with experience in
21 statistical analysis of avian fatality data to determine whether it would be possible to design a
22 turbine sample with a sufficient number of turbines in each size class to allow a statistical
23 comparison of fatality rates for all birds as a group. The certificate holder shall submit the
24 expert's written analysis to the Department. If the expert's analysis shows that a comparison
25 study is possible and if the Department approves, the certificate holder shall sample the
26 appropriate number of turbines in each class and conduct the comparison study. The certificate
27 holder may choose to sample more than 50 turbines in each monitoring year, if a larger sample
28 size would allow the comparison study to be done.

29 Duration of Fatality Monitoring

30 The investigators shall perform one complete monitoring cycle during the first full year
31 of facility operation (Year 1). The certificate holder proposes to select the sample turbines from
32 all turbines throughout the facility using a systematic sampling regime with a random start.

33 Monitoring of the selected turbines will begin when the facility commences commercial
34 operation and will continue for a full year (52 weeks). . As a result of the construction schedule,

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1 monitoring of turbines at the facility will continue without interruption for longer than one full
2 year and possibly for as long as two full years.

3 When a full year of monitoring has been completed, the raw data will be compiled by the
4 certificate holder in a memo style report, which will include any notable results from the year of
5 monitoring, and provided to the Department and ODFW.

6 The certificate holder will report the results of monitoring to the Department and ODFW.
7 In the evaluation, the certificate holder shall compare the results for the Oregon Trail Solar
8 Facility with the thresholds of concern described in Section 1(g) of this plan and with
9 comparable data from other wind power facilities in the Columbia Basin, as available. If the
10 fatality rates for the first year of monitoring at the Oregon Trail Solar Facility do not exceed any
11 of the thresholds of concern and are within the range of the fatality rates found at other wind
12 power facilities in the region, then the investigators will perform a second year of monitoring in
13 Year 5 of operations. This may occur under two scenarios:

14 Monitoring will begin 5 years after the first year of operation/monitoring.

15 -or-

16 If fatality rates for the first year of monitoring at the Oregon Trail Solar Facility exceed
17 any of the thresholds of concern or exceed the range of fatality rates found at other wind power
18 facilities in the region, the certificate holder shall propose additional mitigation for Department
19 and ODFW review within 6 months after reporting the fatality rates to the Department.
20 Alternatively, the certificate holder may opt to conduct a second year of fatality monitoring
21 immediately if the certificate holder believes that the results for Year 1 monitoring were
22 anomalous. If the certificate holder takes this option, the investigators still must perform the
23 monitoring in Year 5 of operations as described above.

24 (b) Removal Trials

25 The objective of the removal trials is to estimate the length of time avian and bat
26 carcasses remain in the search area. Estimates of carcass removal rates will be used to adjust
27 carcass counts for removal bias. "Carcass removal" is the disappearance of a carcass from the
28 search area due to predation, scavenging or other means such as farming activity.

29 The investigators shall conduct carcass removal trials within each of the seasons defined
30 above during the first year of fatality monitoring. For each trial, the investigators shall use 10 to
31 15 carcasses of small- and large-bodied species. After the first year of fatality monitoring, the
32 investigators may reduce the number of removal trials and the number of removal trial carcasses
33 during any subsequent year of fatality monitoring, subject to the approval of the Department. The
34 investigators must show that the reduction is justified based on a comparison of the first-year
35 removal data with published removal data from nearby wind energy facilities.

36 The investigators shall use game birds or other legal sources of avian species as test
37 carcasses for the removal trials, and the investigators may use carcasses found in fatality
38 monitoring searches. The investigators shall select species with approximately the same
39 coloration and size attributes as species found within the site boundary. If suitable trial carcasses
40 are available, trials during the fall season will include several small brown birds to simulate bat
41 carcasses. Legally obtained bat carcasses will be used if available.

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1 Trial carcasses will be marked discreetly for recognition by searchers and other
2 personnel. Carcasses will be placed in a variety of postures to simulate a range of conditions. For
3 example, birds will be: (1) placed in an exposed posture (e.g., thrown over the shoulder), (2)
4 hidden to simulate a crippled bird (e.g., placed beneath a shrub or tuft of grass) or (3) partially
5 hidden. The trial carcasses will be placed randomly within the carcass removal trial plots. Trial
6 carcasses will be left in place until the end of the carcass removal trial.

7 An approximate schedule for assessing removal status is once daily for the first 4 days,
8 and on days 7, 10, 14, 21, 28 and 35. This schedule may be adjusted depending on actual carcass
9 removal rates, weather conditions and coordination with the other survey work. The condition of
10 scavenged carcasses will be documented during each assessment, and at the end of the trial all
11 traces of the carcasses will be removed from the site. Scavenger or other activity could result in
12 complete removal of all traces of a carcass in a location or distribution of feathers and carcass
13 parts to several locations. This distribution will not constitute removal if evidence of the carcass
14 remains within an area similar in size to a search plot and if the evidence would be discernible to
15 a searcher during a normal survey.

16 Before beginning removal trials for any subsequent year of fatality monitoring, the
17 certificate holder shall report the results of the first-year removal trials to the Department and
18 ODFW. In the report, the certificate holder shall analyze whether four removal trials per year, as
19 described above, provide sufficient data to accurately estimate adjustment factors for carcass
20 removal. The number of removal trials may be adjusted up or down, subject to the approval of
21 the Department.

22 (c) Searcher Efficiency Trials

23 The objective of searcher efficiency trials is to estimate the percentage of bird and bat
24 fatalities that searchers are able to find. The investigators shall conduct searcher efficiency trials
25 on the fatality monitoring search plots in both grassland/shrub-steppe and cultivated agriculture
26 habitat types. A pooled estimate of searcher efficiency will be used to adjust carcass counts for
27 detection bias.

28 The investigators shall conduct searcher efficiency trials within each of the seasons
29 defined above during the years in which the fatality monitoring occurs. Each trial will involve
30 approximately 4 to 15 carcasses. The searchers will not be notified of carcass placement or test
31 dates. The investigators shall vary the number of trials per season and the number of carcasses
32 per trial so that the searchers will not know the total number of trial carcasses being used in any
33 trial. In total, approximately 80 carcasses will be used per year, or approximately 15 to 25 per
34 season.

35 For each trial, the investigators shall use small- and large-bodied species. The
36 investigators shall use game birds or other legal sources of avian species as test carcasses for the
37 efficiency trials, and the investigators may use carcasses found in fatality monitoring searches.
38 The investigators shall select species with approximately the same coloration and size attributes
39 as species found within the site boundary. If suitable test carcasses are available, trials during the
40 fall season will include several small brown birds to simulate bat carcasses. Legally obtained bat
41 carcasses will be used if available. The investigators shall mark the test carcasses to differentiate
42 them from other carcasses that might be found within the search plot and shall use methods

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1 similar to those used to mark removal test carcasses as long as the procedure is sufficiently
2 discreet and does not increase carcass visibility.

3 The certificate holder shall distribute trial carcasses in varied habitat in rough proportion
4 to the habitat types within the facility site. On the day of a standardized fatality monitoring
5 search (described below) but before the beginning of the search, investigators will place
6 efficiency trial carcasses randomly within search plots (one to three trial carcasses per search
7 plot) within areas to be searched. If scavengers appear attracted by placement of carcasses, the
8 carcasses will be distributed before dawn.

9 Efficiency trials will be spread over the entire season to incorporate effects of varying
10 weather and vegetation growth. Carcasses will be placed in a variety of postures to simulate a
11 range of conditions. For example, birds will be: (1) placed in an exposed posture (thrown over
12 the shoulder), (2) hidden to simulate a crippled bird or (3) partially hidden.

13 The number and location of the efficiency trial carcasses found during the carcass search
14 will be recorded. The number of efficiency trial carcasses available for detection during each
15 trial will be determined immediately after the trial by the person responsible for distributing the
16 carcasses. Following plot searches, all traces of test carcasses will be removed from the site.

17 If new searchers are brought into the search team, additional searcher efficiency trials
18 will be conducted to ensure that detection rates incorporate searcher differences. The certificate
19 holder shall include a discussion of any changes in search personnel and any additional detection
20 trials in the reporting required under Section 5 of this plan.

21 Before beginning searcher efficiency trials for any subsequent year of fatality monitoring,
22 the certificate holder shall report the results of the first-year efficiency trials to the Department
23 and ODFW. In the report, the certificate holder shall analyze whether the efficiency trials as
24 described above provide sufficient data to accurately estimate adjustment factors for searcher
25 efficiency. The number of searcher efficiency trials for any subsequent year of fatality
26 monitoring may be adjusted up or down, subject to the approval of the Department.

27 **(d) Fatality Monitoring Search Protocol**

28 The objective of fatality monitoring is to estimate the number of bird and bat fatalities
29 that are attributable to facility operation as an indicator of the impact of the facility on habitat
30 quality. The goal of bird and bat fatality monitoring is to estimate fatality rates and associated
31 variances. The investigators shall perform fatality monitoring using standardized carcass
32 searches according to the schedule described above.

33 Personnel trained in proper search techniques (“the searchers”) will conduct the carcass
34 searches by walking parallel transects approximately 6 meters apart within the search plots. A
35 searcher will walk at a rate of approximately 45 to 60 meters per minute along each transect,
36 searching both sides out to 3 meters for casualties. Search area and speed may be adjusted by
37 habitat type after evaluation of the first searcher efficiency trial.

38 Searchers shall flag all avian or bat carcasses discovered. Carcasses are defined as a
39 complete carcass or body part, 10 or more feathers or three or more primary feathers in one
40 location. When parts of carcasses and feathers from the same species are found within a search
41 plot, searchers shall make note of the relative positions and assess whether or not these are from
42 the same fatality.

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1 All carcasses (avian and bat) found during the standardized carcass searches will be
2 photographed, recorded and labeled with a unique number. Searchers shall make note of the
3 nearest two or three structures (turbine, power pole, fence, building or overhead line) and the
4 approximate distance from the carcass to these structures. The species and age of the carcass will
5 be determined when possible. Searchers shall note the extent to which the carcass is intact and
6 estimate time since death. Searchers shall describe all evidence that might assist in determination
7 of cause of death, such as evidence of electrocution, vehicular strike, wire strike, predation or
8 disease.

9 The investigators shall calculate fatality rates using the statistical methods described in
10 Section (f), except that the investigators may use different notation or methods that are
11 mathematically equivalent with prior approval of the Department. In making these calculations,
12 the investigators may exclude carcass data from the first search of each turbine plot (to eliminate
13 possible counting of carcasses that were present before the turbine was operating).

14 The investigators shall estimate the number of avian and bat fatalities attributable to
15 operation of the facility based on the number of avian and bat fatalities found at the facility site.
16 All carcasses located within areas surveyed, regardless of species, will be recorded and, if
17 possible, a cause of death determined based on blind necropsy results. If a different cause of
18 death is not apparent, the fatality will be attributed to facility operation. The total number of
19 avian and bat fatalities will be estimated by adjusting for removal and searcher efficiency bias.

20 On an annual basis, the certificate holder shall report an estimate of fatalities in eight
21 categories: (1) all birds, (2) small birds, (3) large birds, (4) raptors, (5) grassland birds, (6)
22 nocturnal migrants, (7) state and federally listed threatened and endangered species and State
23 Sensitive Species listed under OAR 635-100-0040 and (8) bats. The certificate holder shall
24 report annual fatality rates on both a per-megawatt (MW) and per-turbine basis.

25 **(e) Incidental Finds and Injured Birds**

26 The searchers might discover carcasses incidental to formal carcass searches (e.g., while
27 driving within the project area). For each incidentally discovered carcass, the searcher shall
28 identify, photograph, record data and collect the carcass as would be done for carcasses within
29 the formal search sample during scheduled searches. If the incidentally discovered carcass is
30 found within a formal search plot, the fatality data will be included in the calculation of fatality
31 rates. If the incidentally discovered carcass is found outside a formal search plot, the data will be
32 reported separately. The certificate holder shall coordinate collection of incidentally discovered
33 state endangered, threatened, sensitive or other state protected species with ODFW. The
34 certificate holder shall coordinate incidentally discovered federally-listed endangered or
35 threatened species and Migratory Bird Treaty Act protected avian species with USFWS.

36 The certificate holder shall contact a qualified rehabilitation specialist approved by the
37 Department² to respond to injured wildlife. The certificate holder shall pay costs, if any, charged
38 for time and expenses related to care and rehabilitation of injured native birds found on the site,
39 unless the cause of injury is clearly demonstrated to be unrelated to the facility operations.

² Approved specialists include Blue Mountain Wildlife, a wildlife rehabilitation center in Pendleton, and the Audubon Bird Care Center in Portland. The certificate holder must obtain Department approval before using other specialists.

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1 (f) Statistical Methods for Fatality Estimates

2 The estimate of the total number of wind facility-related fatalities is based on:

- 3 (2) The observed number of carcasses found during standardized searches during the
4 two monitoring years for which the cause of death is attributed to the facility.³
5 (3) Searcher efficiency expressed as the proportion of planted carcasses found by
6 searchers.
7 (4) Removal rates expressed as the estimated average probability a carcass is expected
8 to remain in the study area and be available for detection by the searchers during
9 the entire survey period.

10 Definition of Variables

11 The following variables are used in the equations below:

12	c_i	the number of carcasses detected at plot i for the study period of interest (e.g., one
13		year) for which the cause of death is either unknown or is attributed to the facility
14	n	the number of search plots
15	k	the number of turbines searched (includes the turbines centered within each
16		search plot and a proportion of the number of turbines adjacent to search plots to
17		account for the effect of adjacent turbines on the search plot buffer area)
18	\bar{c}	the average number of carcasses observed per turbine per year
19	s	the number of carcasses used in removal trials
20	s_c	the number of carcasses in removal trials that remain in the study area after 35
21		days
22	se	standard error (square of the sample variance of the mean)
23	t_i	the time (days) a carcass remains in the study area before it is removed
24	\bar{t}	the average time (days) a carcass remains in the study area before it is removed
25	d	the total number of carcasses placed in searcher efficiency trials
26	p	the estimated proportion of detectable carcasses found by searchers
27	I	the average interval between searches in days
28	$\hat{\pi}$	the estimated probability that a carcass is both available to be found during a
29		search and is found
30	m_i	the estimated annual average number of fatalities per turbine per year, adjusted
31		for removal and observer detection bias
32	C	nameplate energy output of turbine in MW

³ If a different cause of death is not apparent, the fatality will be attributed to facility operation.

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1 Observed Number of Carcasses

2 The estimated average number of carcasses (\bar{c}) observed per turbine per year is:

3
$$\bar{c} = \frac{\sum_{i=1}^n c_i}{k} . \tag{1}$$

4 Estimation of Carcass Removal

5 Estimates of carcass removal are used to adjust carcass counts for removal bias. Mean carcass
6 removal time (\bar{t}) is the average length of time a carcass remains at the site before it is removed:

7
$$\bar{t} = \frac{\sum_{i=1}^s t_i}{s - s_c} . \tag{2}$$

8 This estimator is the maximum likelihood estimator assuming the removal times follow an
9 exponential distribution and there is right-censoring of data. Any trial carcasses remaining at 35
10 days are collected, yielding censored observations at 35 days. If all trial carcasses are removed
11 before the end of the trial, then s_c is 0, and \bar{t} is just the arithmetic average of the removal times.
12 Removal rates will be estimated by carcass size (small and large), habitat type and season.

13 Estimation of Observer Detection Rates

14 Observer detection rates (i.e., searcher efficiency rates) are expressed as p , the proportion
15 of trial carcasses that are detected by searchers. Observer detection rates will be estimated by
16 carcass size, habitat type and season.

17 Estimation of Facility-Related Fatality Rates

18 The estimated per turbine annual fatality rate (m_t) is calculated by:

19
$$m_t = \frac{\bar{c}}{\hat{\pi}} , \tag{3}$$

20 where $\hat{\pi}$ includes adjustments for both carcass removal (from scavenging and other means) and
21 observer detection bias assuming that the carcass removal times t_i follow an exponential
22 distribution. Under these assumptions, this detection probability is estimated by:

23
$$\hat{\pi} = \frac{\bar{t} \cdot p}{I} \cdot \left[\frac{\exp\left(\frac{I}{\bar{t}}\right) - 1}{\exp\left(\frac{I}{\bar{t}}\right) - 1 + p} \right] . \tag{4}$$

24 The estimated per MW annual fatality rate (m) is calculated by:

25
$$m = \frac{m_t}{C} . \tag{5}$$

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1 The final reported estimates of m , associated standard errors and 90% confidence
2 intervals will be calculated using bootstrapping (Manly, 1997). Bootstrapping is a computer
3 simulation technique that is useful for calculating point estimates, variances, and confidence
4 intervals for complicated test statistics. For each iteration of the bootstrap, the plots will be
5 sampled with replacement, trial carcasses will be sampled with replacement, and \bar{c} , \bar{i} , p , $\hat{\pi}$ and
6 m will be calculated. A total of 5,000 bootstrap iterations will be used. The reported estimates
7 will be the means of the 5,000 bootstrap estimates. The standard deviation of the bootstrap
8 estimates is the estimated standard error. The lower 5th and upper 95th percentiles of the 5000
9 bootstrap estimates are estimates of the lower limit and upper limit of 90% confidence intervals.

10 Nocturnal Migrant and Bat Fatalities

11 Differences in observed nocturnal migrant and bat fatality rates for lit turbines, unlit
12 turbines that are adjacent to lit turbines and unlit turbines that are not adjacent to lit turbines will
13 be compared graphically and statistically.

14 (g) Mitigation

15 The certificate holder shall use best-available science to resolve any uncertainty in the
16 results and to determine whether the data indicate that additional mitigation should be
17 considered. The Department may require additional, targeted monitoring if the data indicate the
18 potential for significant impacts that cannot be addressed by worst-case analysis and appropriate
19 mitigation.

20 Mitigation may be appropriate if fatality rates exceed a “threshold of concern.”⁴ For the
21 purpose of determining whether a threshold has been exceeded, the certificate holder shall
22 calculate the average annual fatality rates for species groups after each year of monitoring. Based
23 on current knowledge of the species that are likely to use the habitat in the area of the facility, the
24 following thresholds apply to the Oregon Trail Solar Facility:

⁴ If a different cause of death is not apparent, the fatality will be attributed to facility operation.
n species in the Final Order on the Application for the Klondike III Wind Project (June 30, 2006) and for bats in the
Final Order on the Application for the Biglow Canyon Wind Farm (June 30, 2006). As explained in the Klondike III
order: “Although the threshold numbers provide a rough measure for deciding whether the Council should be
concerned about observed fatality rates, the thresholds have a very limited scientific basis. The exceeding of a
threshold, by itself, would not be a scientific indicator that operation of the facility would result in range-wide
population level declines of any of the species affected. The thresholds are provided in the Wildlife Monitoring and
Mitigation Plan to guide consideration of additional mitigation based on two years of monitoring data.”

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Species Group	Threshold of Concern (fatalities per MW)
Raptors (All eagles, hawks, falcons, and owls, including burrowing owls.)	0.09
Raptor species of special concern (Swainson’s hawk, ferruginous hawk, peregrine falcon, golden eagle, bald eagle, burrowing owl and any federal threatened or endangered raptor species.)	0.06
Grassland species (All native bird species that rely on grassland habitat and are either resident species occurring year-round or species that nest in the area, excluding horned lark, burrowing owl and northern harrier.)	0.59
State sensitive avian species listed under OAR 635-100-0040 (Excluding raptors listed above.)	0.2
Bat species as a group	2.5

1 If the data show that a threshold of concern for a species group has been exceeded, the
2 certificate holder shall implement additional mitigation if the Department determines that
3 mitigation is appropriate based on analysis of the data, consultation with ODFW and
4 consideration of any other significant information available at the time. In addition, the
5 Department may determine that mitigation is appropriate if fatality rates for individual avian or
6 bat species (especially State Sensitive Species) are higher than expected and at a level of
7 biological concern. If the Department determines that mitigation is appropriate, the certificate
8 holder, in consultation with the Department and ODFW, shall propose mitigation measures
9 designed to benefit the affected species. Acceptable mitigation may include, but not limited to,
10 contributions to wildlife rehabilitators, funding of research by third parties on local raptor
11 populations, or habitat mitigation. This may take into consideration whether the mitigation
12 required or provided in conjunction with raptor nest monitoring, habitat mitigation, or other
13 components of the *Wildlife Monitoring and Mitigation Plan* or *Habitat Mitigation Plan*, would
14 also benefit the affected species.

15 The certificate holder shall implement mitigation as approved by the Department, subject
16 to review by the Council. The Department may recommend additional, targeted data collection if
17 the need for mitigation is unclear based on the information available at the time. The certificate
18 holder shall implement such data collection as approved by the Council.

19 The certificate holder shall design mitigation to benefit the affected species group.
20 Mitigation may include, but is not limited to, protection of nesting habitat for the affected group
21 of native species through a conservation easement or similar agreement. Tracts of land that are
22 intact and functional for wildlife are preferable to degraded habitat areas. Preference should be
23 given to protection of land that would otherwise be subject to development or use that would
24 diminish the wildlife value of the land. In addition, mitigation measures might include:
25 enhancement of the protected tract by weed removal and control; increasing the diversity of
26 native grasses and forbs; planting sagebrush or other shrubs; constructing and maintaining
27 artificial nest structures for raptors; improving wildfire response; and conducting or making a
28 contribution to research that will aid in understanding more about the affected species and its
29 conservation needs in the region.

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1 If the data show that the threshold of concern for bat species as a group has been
2 exceeded, the certificate holder shall implement additional mitigation if the Department
3 determines that mitigation is appropriate based on analysis of the data, consultation with ODFW
4 and consideration of any other significant information available at the time. For example, if the
5 threshold for bat species as a group is exceeded, the certificate holder may contribute to Bat
6 Conservation International or to a Pacific Northwest bat conservation group to fund new or
7 ongoing research in the Pacific Northwest to better understand wind facility impacts to bat
8 species and to develop possible ways to reduce impacts to the affected species.

9 *Solar Array*

10 In addition to wind turbines, Phase 2 may include a photovoltaic (PV) solar energy array
11 on up to 1,228 acres in Category 6 habitat within the solar micro-siting area. Although publicly
12 available fatality studies conducted at PV solar projects are rare in the literature, those that are
13 available have documented fatalities of passerines but raptor and bat fatalities were generally
14 absent. In the most recent study available, Walston et al. (2016) found the rate of bird mortality
15 from known causes (i.e., collision with project infrastructure) at a large PV facility in central
16 California was low (0.50 birds/MW/year). In comparison, Johnson and Erickson (2011)
17 summarized fatality rates from 25 year-long fatality monitoring studies conducted at 23 wind-
18 energy facilities in the Columbia Plateau Ecoregion and found the mean number of all bird
19 (excluding raptors) mortality was 2.28 fatalities/MW/year.

20 Some risk of avian mortality occurs with most human development (ranging from single-
21 family homes to large-scale industrial projects), but it is unlikely that the proposed PV solar
22 array will result in significant impacts to birds. Known risk factors for avian collision fatalities
23 include the height of structures, size of the facility, attributes of structures (e.g., guy wires, type
24 of lighting), as well as the type of development, siting in high-risk areas, and species at potential
25 risk. The role of these risk factors has been outlined in the USFWS guidelines for wind turbines
26 (USFWS, 2012) and communication towers (USFWS, 2013), as well as by various publications
27 in the peer reviewed literature (Gehring et al., 2009, 2011; Kerlinger et al., 2010).

28 After consideration of potential risk factors, the collision risk to birds from the facility
29 solar array infrastructure will likely be low. Most importantly, the PV array, as proposed, will be
30 located in disturbed habitat, will have only down-shielded lighting, will not have guy wires, and
31 will not have any structures exceeding 15 feet (4.6 meters) in height (the greatest height of PV
32 panels at full rotation)..

33 **2. Raptor Nest Surveys**

34 The objectives of raptor nest surveys are: (1) count raptor nests on the ground or
35 aboveground in trees or other aboveground nest locations in the vicinity of the facility; and (2) to
36 determine whether operation of the facility results in a reduction of nesting activity or nesting
37 success in the local populations of the following raptor species: Swainson's hawk, golden eagle,
38 ferruginous hawk, and burrowing owl.

39 The certificate holder shall conduct short-term and long-term monitoring around Phase 2
40 wind turbines. The investigators will use ground surveys to evaluate nest success by gathering
41 data on active nests, on nests with young and on young fledged. The investigators will analyze
42 the data as described in Section 3(c) and will share the data with state biologists.

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1 (a) Short-Term Monitoring

2 Short-term monitoring will be done in two monitoring seasons. The first monitoring
3 season will be in the first raptor nesting season after completion of construction of the facility.
4 The second monitoring season will be in the fourth year after construction is completed. The
5 certificate holder shall provide a summary of the first-year results in the monitoring report
6 described in Section 5. After the second monitoring season, the investigators will analyze two
7 years of data compared to the baseline data.

8 For Raptor Species that Nest Aboveground

9 During each monitoring season, the investigators will conduct a minimum of one aerial
10 and one ground survey for raptor nests in late May or early June and additional surveys as
11 described in this section. The survey area is the area within the site boundary and a 2-mile buffer
12 zone around the site. For the ground surveys while checking for nesting *success* (conducted
13 within the facility site and up to a maximum of ½ mile from the facility site), nests outside the
14 leased project boundary will be checked from an appropriate distance where feasible, depending
15 on permission from the landowner for access.

16 All nests discovered during preconstruction surveys and any nests discovered during
17 post-construction surveys, whether active or inactive, will be given identification numbers. Nest
18 locations will be recorded on U.S. Geological Survey 7.5-minute quadrangle maps. Global
19 positioning system (GPS) coordinates will be recorded for each nest. Locations of inactive nests
20 will be recorded because they could become occupied during future years.

21 Determining nest *occupancy* may require one or two visits to each nest. Aerial surveys
22 for nest occupancy will be conducted within the facility site and a 2-mile buffer. For occupied
23 nests, the certificate holder will determine nesting *success* by a minimum of one ground visit to
24 determine the species, number of young and young fledged within the facility site and up to ½
25 mile from the facility site. “Nesting success” means that the young have successfully fledged
26 (the young are independent of the core nest site).

27 For Burrowing Owls

28 If burrowing owl nest sites are discovered during pre-construction, construction, or post-
29 construction, the investigators will monitor them according to the following protocol approved
30 by ODFW. This species is not easily detected during aerial raptor nest surveys.. Any nests
31 discovered during post-construction surveys, whether active or showing signs of intermittent use
32 by the species, will be given identification numbers. Nest locations will be recorded on U.S.
33 Geological Survey 7.5-minute quadrangle maps. Global positioning system coordinates will be
34 recorded for each nest site. Coordinates for ancillary burrows used by one nesting pair or a group
35 of nesting pairs will also be recorded. Locations of inactive nests will be recorded because they
36 could become occupied during future years.

37 The investigators shall conduct burrowing owl monitoring in the same years as the raptor
38 nest surveys described above. For occupied nests, the investigators shall determine nesting
39 *success* by a minimum of one ground visit to determine species, number of young and young
40 fledged. “Nesting success” means that the young have successfully fledged (the young may or
41 may not be independent of the core nest site). Three visits to the nest sites may be necessary to
42 determine outcome. Nests that cannot be monitored due to the landowner denying access will be
43 checked from a distance where feasible.

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1 If burrowing owl nests are discovered during the first year of post-construction raptor
2 nest surveys (the first raptor nesting season after construction is completed), the investigators
3 shall monitor those nest locations during the second year of surveys in the fourth year after
4 construction is completed. Thereafter, the investigators shall monitor all known burrowing owl
5 nest locations as a part of the long-term raptor nest monitoring program described in Section 2(b)
6 below.

7 **(b) Long-Term Monitoring**

8 In addition to the two years of post-construction raptor nest surveys described in Section
9 2(a), the investigators shall conduct long-term raptor nest surveys at 5-year intervals for the life
10 of the facility.⁵ Investigators will conduct the first long-term raptor nest survey in the first raptor
11 nesting season that is at least 5 years after the completion of construction and is in a year that is
12 divisible by five (i.e., 2020, 2025, 2030); and will repeat the survey at 5-year intervals thereafter.
13 In conducting long-term surveys, the investigators will follow the same survey protocols as
14 described above in Section 2(a) unless the investigators propose alternative protocols that are
15 approved by the Department. In developing an alternative protocol, the investigators will consult
16 with ODFW and will take into consideration other monitoring conducted in adjacent areas. The
17 investigators will analyze the data and report after each year of long-term raptor nest surveys.

18 **(c) Analysis**

19 The investigators will analyze the raptor nesting data to determine whether a reduction in
20 either nesting success or nest use has occurred in the survey area. If the analysis indicates a
21 reduction in nesting success or nest use by Swainson’s hawks, ferruginous hawks, or burrowing
22 owls, then the certificate holder will propose appropriate mitigation for the affected species as
23 described in Section 2(d) and will implement mitigation as approved by the Department, subject
24 to review by the Council.

25 Reductions in nesting success or nest use could be due to operation of the Oregon Trail
26 Solar Facility, operation of another wind facility in the vicinity or some other cause. The
27 investigators shall attribute the reduction to operation of the Oregon Trail Solar Facility if the
28 wind turbine closest to the affected nest site is an Oregon Trail Solar Facility turbine, unless the
29 certificate holder demonstrates, and the Department agrees, that the reduction was due to a
30 different cause. At a minimum, if the analysis shows that a Swainson’s hawk, ferruginous hawk
31 or burrowing owl has abandoned a nest territory within the facility site or within ½ mile of the
32 facility site or has not fledged any young over two successive surveys within that same area, the
33 investigators will assume the abandonment or unsuccessful fledging is due to operation of the
34 facility unless another cause can be demonstrated convincingly.

35 Given the low raptor nesting densities in the area and the presence of other wind energy
36 facilities nearby, statistical power to detect a relationship between distance from an Oregon Trail
37 Solar Facility wind turbine and nesting parameters (e.g., number of fledglings per reproductive
38 pair) will be very low. Therefore, impacts may have to be judged based on trends in the data,
39 results from other wind energy facility monitoring studies and literature on what is known
40 regarding the populations in the region.

⁵ As used in this plan, “life of the facility” means continuously until the facility site is restored and the site certificate is terminated in accordance with OAR 345-027-0110.

Oregon Trail Solar Facility: Amended Wildlife Monitoring and Mitigation Plan
[MARCH 2023]

1 (d) Mitigation

2 If the analysis shows a reduction in nesting success or nest use, the certificate holder shall
3 implement mitigation if the Department determines that mitigation is appropriate. The certificate
4 holder shall propose mitigation for the affected species in consultation with the Department and
5 ODFW and shall implement mitigation as approved by the Council. In proposing appropriate
6 mitigation, the certificate holder shall advise the Department if any other wind project in the area
7 is obligated to provide mitigation for a reduction in raptor nesting success at the same nest site.
8 Mitigation should be designed to benefit the affected species or contribute to overall scientific
9 knowledge and understanding of what causes nest abandonment or nest failure. Mitigation may
10 be designed to proceed in phases over several years. It may include, but is not limited to,
11 additional raptor nest monitoring, protection of natural nest sites from human disturbance or
12 cattle activity (preferably within the general area of the facility) or participation in research
13 projects designed to improve scientific understanding of the needs of the affected species.
14 Mitigation may take into consideration whether the mitigation required or provided in
15 conjunction with other components of the *Wildlife Monitoring and Mitigation Plan* or *Habitat*
16 *Mitigation Plan* would also benefit the raptor species whose nesting success was adversely
17 affected.

18 **3. Washington ground squirrel surveys**

19 The certificate holder shall conduct long-term post-construction surveys to collect data on
20 Washington ground squirrel (WGS) activity within the site boundary. Qualified professional
21 biologists will monitor the locations within the site boundary where WGS were detected in
22 preconstruction surveys (beginning in 2017). The survey area includes the identified burrow
23 areas and the buffer areas within 785 feet in suitable habitat. The investigators will walk standard
24 protocol-level transects twice between late March and late May and record level of use, notes on
25 natal sites, physical extent of the sites and any noticeable land use or habitat changes that may
26 have occurred since the preconstruction survey in 2017. The investigators shall report any new
27 WGS detections but the boundaries of Category 1 habitat will not be revised from pre-
28 construction boundaries.

29 The certificate holder shall conduct surveys during the year following construction and
30 every three years thereafter for the life of the facility in areas where WGS were detected within
31 the typical maximum dispersal distance of 3,281 feet (1,000 meters) of the facility. After each
32 survey, the certificate holder shall report the results to ODFW and to the Department and shall
33 include maps of the areas surveyed and detection locations. WGS surveys will not be conducted
34 if there are barriers to WGS dispersal (i.e., active agriculture fields, highways, perennial
35 waterbodies) or an absence of suitable habitat corridors that would prevent the dispersal of WGS
36 into areas where facility components are located.

37 **4. Wildlife Reporting and Handling System**

38 The Wildlife Reporting and Handling System is a voluntary monitoring program for
39 maintenance personnel to search for avian and bat casualties during operation of the facility.
40 Maintenance personnel will be trained in the methods needed to carry out this program. This
41 monitoring program includes the initial response, handling, and reporting of bird and bat
42 carcasses discovered incidental to maintenance operations (“incidental finds”). This is a
43 voluntary program and may be discounted by the certificate holder at any time.

Oregon Trail Solar Facility: Amended Wildlife Monitoring and Mitigation Plan
[MARCH 2023]

1 During the years in which fatality monitoring occurs, if maintenance personnel discover
2 incidental finds outside the search plots for the fatality monitoring searches, the data will be
3 reported separately from fatality monitoring data. If maintenance personnel discover carcasses
4 within search plots, the data will be included in the calculation of fatality rates. The maintenance
5 personnel will notify a project biologist..

6 **5. Data Reporting**

7 The certificate holder will report wildlife monitoring data and analysis to the Department
8 for each calendar year in which wildlife monitoring occurs. Monitoring data include fatality
9 monitoring program data, raptor nest survey data, WGS survey data, WGS incidental observation
10 and assessment reports and Wildlife Reporting and Handling System data. The certificate holder
11 may include the reporting of wildlife monitoring data and analysis in the annual report required
12 under OAR 345-026-0080 or submit this information as a separate document at the same time
13 the annual report is submitted. In addition, the certificate holder shall provide to the Department
14 any data or record generated in carrying out this monitoring plan upon request by the
15 Department.

16 The certificate holder shall notify USFWS and ODFW if any federal or state endangered
17 or threatened species are killed or injured on the facility site within 48 hours of species
18 identification.

19 Within 30 days after receiving the final versions of reports that are required under this
20 plan, the Department will make the reports available to the public on its website and will specify
21 a time in which the public may submit comments to the Department.⁶

22 **6. Amendment of the Plan**

23 This *Wildlife Monitoring and Mitigation Plan* may be amended from time to time by
24 agreement of the certificate holder and the Council. Such amendments may be made without
25 amendment of the site certificate. The Council authorizes the Department to agree to
26 amendments to this plan and to mitigation actions that may be required under this plan. The
27 Department shall notify the Council of all amendments and mitigation actions, and the Council
28 retains the authority to approve, reject or modify any amendment of this plan or mitigation action
29 agreed to by the Department.

30 **7. References**

31 Gehring, J., P. Kerlinger, and A. M. Manville, II. 2009. "Communication Towers, Lights,
32 and Birds: Successful Methods of Reducing the Frequency of Avian Collisions." *Ecological*
33 *Applications* 19(2): 505-514.

34 Gehring, J., P. Kerlinger, and A. M. Manville, II. 2011. "The Role of Tower Height and
35 Guy Wires on Avian Collisions with Communication Towers." *The Journal of Wildlife*
36 *Management* 75(4): 848–855.

⁶ The certificate holder may establish a Technical Advisor Committee (TAC) but is not required to do so. If the certificate holder establishes a TAC, the TAC may offer comments to the Council about the results of the monitoring required under this plan.

Oregon Trail Solar Facility: Amended Wildlife Monitoring and Mitigation Plan
[MARCH 2023]

- 1 Johnson, G. and W. P. Erickson. 2011. *Avian, Bat and Habitat Cumulative Impacts*
2 *Associated with Wind Energy Development in the Columbia Plateau Ecoregion of Eastern*
3 *Washington and Oregon*. Prepared by Western EcoSystems Technology, Inc., for Klickitat
4 County Planning Department. May 18.
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9 *Journal of Ornithology* 122(4): 744-754.
- 10 Manly, B. F. J. 1997. *Randomization, Bootstrap, and Monte Carlo Methods in Biology*.
11 2nd edition. New York: Chapman and Hall.
- 12 U.S. Fish and Wildlife Service (USFWS). 2012. *U.S. Fish and Wildlife Service Land-*
13 *Based Wind Energy Guidelines*. UOMB Control No. 1018-0148.
- 14 U.S. Fish and Wildlife Service (USFWS). 2013. *Revised Guidelines for Communication*
15 *Tower Design, Siting, Construction, Operation, Retrofitting, and Decommissioning --*
16 *Suggestions Based on Previous USFWS Recommendations to FCC Regarding WT Docket No.*
17 *03-187, FCC 06-164, Notice of Proposed Rulemaking, "Effects of Communication Towers on*
18 *Migratory Birds," Docket No. 08-61, FCC's Antenna Structure Registration Program, and*
19 *Service 2012 Wind Energy Guidelines*.
- 20 Walston, L. J., Jr., K. E. Rollins, K. E. LaGory, K. P. Smith, and S. A. Meyers. 2016. “A
21 preliminary assessment of avian mortality at utility-scale solar energy facilities in the United
22 States.” *Renewable Energy* 92: 405–414.

Oregon Trail Solar Facility

Draft Wildfire Mitigation Plan

Changes Approved by Council March, 2023

Oregon Trail Solar Facility
December 2022

Prepared for
Oregon Trail Solar, LLC

Prepared by

TETRA TECH

Tetra Tech, Inc.

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1 .0 Introduction

Oregon Trail Solar, LLC (Certificate Holder), a wholly owned subsidiary of Avangrid Renewables, LLC, proposes to construct the Oregon Trail Solar Facility (OTS Facility), a solar energy generation facility and related or supporting facilities in Gilliam County, Oregon. The OTS Facility will generate up to 41 megawatts through a combination of up to 16 wind turbines and a solar photovoltaic array on up to 1,228 acres.

2 .0 Wildfire Risk

This Wildfire Mitigation Plan (Plan) has been prepared to meet Oregon Administrative Rules (OAR) 345-022-0115(1)(b), which requires:

- (A) Identify areas within the site boundary that are subject to a heightened risk of wildfire, using current data from reputable sources, and discuss data and methods used in the analysis;

The data sources used in the plan to identify areas of the site boundary of heightened risk wildfire are the Oregon Community Wildfire Protection Plan (CWPP 2018), and the Gilliam County Multiple-Jurisdictional Natural Hazards Mitigation Plan (Gilliam County, 2018). Both data sources are reputable because the CWPP is a government database developed to meet the requirements of Senate Bill 762 and associated administrative rules, and the Gilliam County Multiple-Jurisdictional Natural Hazards Mitigation Plan was reviewed by the Federal Emergency Management Agency (FEMA) and the plan has effective date through January 2024.

The CWPP data includes a Quantitative Wildfire Risk Assessment that is presented on the Oregon Explorer website and this data indicates that less than 1 percent of the area within the OTS Facility site boundary has a moderate wildfire risk, and more than 99 percent of the site boundary has a low wildfire risk (Figures 1 and 2). Moderate wildfire risk is associated with the existing vegetation, residential and commercial structures, and the relatively dry climate in the region. The areas with moderate risk to assets include along John Day Highway in the middle of the Site Boundary, in the southern edge along Middle Rock Creek Lane, and near intersection of Bottemilller Lane and Middle Rock Creek Lane in the western edge of the OTS Facility site boundary. Moderate risk wildfire conditions outside the OTD Facility site boundary could result in fast moving wildfire across agricultural areas that could enter the site boundary.

Areas of heightened risk are described using the CWPP Wildfire Risk to Assets (Figure 2), potential impacts to people and property (Figure 3), and potential impacts to infrastructure datasets (Figure 4). There are a few pockets of low, moderate, and high potential impact for people and property which are centered around farm and ranch buildings and infrastructure along Middle Rock Creek Lane in the west and south and John Day Highway running north to south through the middle (Figure 3).

Potential impacts to infrastructure within the OTS Facility solar micro-siting area include a

distribution line and a residence along Bottemiller Lane. Within the OTS site boundary, there is potential for low impacts to infrastructure along John Day Highway (Figure 4). There are pockets of existing infrastructure throughout the OTS Facility’s 0.5-mile wildfire analysis area that are considered areas of heightened risk for wildfire. If a wildfire occurred, the areas subject to heightened risk would be the areas associated with these structures. The distribution line poles, residences, and farming structures may be considered areas of heightened risk as they have potential for high fire hazard.

The Gilliam County Multiple-Jurisdictional Natural Hazards Mitigation Plan describes a county-wide risk assessment of wildfire as “high” probability, and that many areas in the county as “conducive for large and fast-moving wildfires” due to high winds typical for region, dry conditions, and terrain. The plan identifies risk factors for starting wildfires in the county as including highways, railroads, lighting, power lines, debris burning, and equipment.

The existing structures within the OTS Facility site boundary are the existing distribution lines, wind turbines, solar project, farm buildings, and a few residential properties. If a wildfire were to occur, the areas subject to heightened risk would be the areas associated with these structures. However, the OTS Facility site boundary is bisected by John Day Highway running north and south that would serve as a fire break were a wildfire to occur east or west. Baseline Road at the southeastern edge would also serve as a fire break were a wildfire to occur south of the OTS Facility site boundary.

(B) Describe the procedures, standards, and time frames that the applicant will use to inspect facility components and manage vegetation in the areas identified under subsection (a) of this section;

The facility components that could cause electrical fires are solar inverters, wind turbines, substations, BESS, and overhead electrical lines. The Certificate Holder will inspect these components during operations as outlined in Table 1.

Table 1. Operational Inspections for Electrical Components

Inspection	Procedure	Standard	Time frame
Solar Inverter	Visual inspection of inverter and surrounding area.	SPCC Plan ¹ Manufacturer’s maintenance recommendations	Monthly SPCC Bi-annual Preventative Maintenance
Wind Turbine	Visual inspection of base of turbine and surrounding area.	SPCC Plan Site Certificate Condition 57	Monthly SPCC Bi-annual Preventative Maintenance
Substation	Visual inspection of MPT, APLIC measures, and surrounding area.	Manufacturer’s maintenance recommendations APLIC ³	Monthly Yearly (APLIC)
BESS	Visual inspection of BESS, PCS, and surrounding areas	SPCC Plan Manufacturer’s maintenance recommendations	Monthly

Inspection	Procedure	Standard	Time frame
Overhead electrical lines	Visual inspection of components, grounding, APLIC measures, vertical clearance distance between conductor and vegetation.	NERC ⁴ APLIC	Bi-annual
<p>1. The Operational Spill Prevention, Control, and Countermeasure Plan for the facility will require these components to be inspected monthly for spills. During these inspections, Operational Staff will also visually inspect the component and surrounding area.</p> <p>2. Certificate Holder will developed an inspection checklist and program of electrical equipment based on manufacturer’s recommendations for individual components.</p> <p>3. Avian Power Line Interaction Committee.</p> <p>4. National Energy reliability Corporation (NERC), vegetation maintenance standard FAC-003-0 .</p>			

To reduce the availability of fuels for wildfire near electrical components, the Certificate Holder will install a non-flammable gravel base around solar inverters, wind turbines, substations, and BESS, and implement on-going vegetation management outlined in Table 2 to ensure that vegetation does not grow in these graveled areas.

Table 2. Vegetation Management Procedures by Facility Component

Vegetation Management	Procedure	Standard	Time frame
Solar Inverter	Herbicide application on gravel pad around inverter to prevent vegetation growth.	IEEE 80 NEC 70	Yearly, depending on vegetation condition.
Wind Turbine	Herbicide application on gravel pad around turbine pad and turbine access road to prevent vegetation.	Site Certificate Condition 57	Yearly, depending on vegetation condition.
Substation	Herbicide application on substation gravel pad. Highly compacted gravel foundations of substation are not suitable for vegetation ground.	IEEE 80 NEC 70	Yearly, depending on vegetation condition.
BESS	Herbicide application on gravel pad surrounding BESS. Highly compacted gravel foundations of BESS are not suitable for vegetation.	IEEE 80 NEC 70	Yearly, depending on vegetation condition.
Overhead electrical lines	Mow vegetation to achieve clearance requirements between conductor and ground.	NERC	Yearly, depending on vegetation condition.

3 .0 Preventative Actions

(C) Identify preventative actions and programs that the applicant will carry out to minimize the risk of facility components causing wildfire, including procedures that will be used to adjust operations during periods of heightened wildfire risk;

In the design of the facility, the Certificate Holder will implement the design considerations and best practices outline in Table 3 to minimize electrical fire risk from facility components.

Table 3. Design Considerations for Fire Safety by Facility Component

Consideration	Solar Inverter	Wind Turbine	Substation	BESS	Overhead Lines
Electrical connections by qualified electricians	X	X	X	X	X
Inspections for mechanical integrity prior to energizations	X	X	X	X	X
Lighting protection	X	X	X	X	X
Corrosion protection	X	X	X	X	X
Strain relief of connecting cabling	X	X	X	X	X
Protection against moisture	X	X	X	X	X
Grounding systems	X	X	X	X	X
Limits on input voltage and power	X	X	X	X	X
Safety setback from structures	X ²	X ¹	X ²	X ²	X ³
Technology specific design standards	X ⁴	X ⁵	X ⁶	X ⁷	X ⁴
1. 110 percent of max turbine height setback from structures, Site Certificate Condition 41. 2. 50-foot setback from structures, Site Certificate Condition 41. 3. Vertical and horizontal clearances from structures depends on voltage of conductor. 4. NFPA 70. 5. NFPA 850. 6. IEEE 979. 7. NFPA 1, Chapter 52.					

4 .0 Programs

The Certificate Holder will implement the following programs to minimize fire risk during operations of the Facility.

4.1 OSHA-Compliant Fire Prevention Plan

All workers, contracting employees, and other personnel performing official duties at the Facility will conduct work under a Fire Prevention Plan that meets applicable portions of 29 CFR 1910.39, 29 CFR 1910.155, 29 CFR 1910, subpart L. The plan will ensure that:

- Workers are trained in fire prevention, good housekeeping, and use of a fire extinguisher
- Workers are trained in the evacuation procedures in the event in a fire occurs in a wind turbine while workers are inside the turbine.
- Necessary equipment is available to fight incipient stage fires. Fire beyond incipient stage shall be managed using local fire response organizations.
- Provide necessary safety equipment for handling and storing combustible and flammable material.
- Ensure equipment is maintained to prevent and control sources of ignition
- Do not allow smoking or open flames in an area where combustible materials are located.
- Implement a Hot Work Procedure and permit program.

4.2 Electrical Safety Program

All operational workers will be trained in electrical safety and the specific hazards of the facility. This training will address:

- Minimum experience requirements to work on different types of electrical components
- Electrical equipment testing and troubleshooting
- Switching system
- Provisions for entering high voltage areas (e.g., substation)
- Minimum approach distances
- Required personal protective equipment

4.3 Lock Out/Tag Out Program

During maintenance activities on electrical equipment is the de-energized and physically locked or tagged in the de-energized positions to inadvertent events that could result in arc flash.

4.4 ISO 45001

The Certificate Holder's parent company, Avangrid Renewables, is certified under ISO 45001 for health and safety in the operation of renewable energy generation facilities (Attachment 1). This certification was granted after an audit of Avangrid Renewables' safety program by the International Standards Organization (ISO). This demonstrates that the Certificate Holder has the necessary organizational expertise to implement the measures, inspections, and programs outlined in this plan.

5 .0 Minimization Procedures

- (D) Identify procedures to minimize risks to public health and safety, the health and safety of responders, and damages to resources protected by Council standards in the

event that a wildfire occurs at the facility site, regardless of ignition source; and

In addition to the measures described above, the risk of a wildfire affecting the public safety, first responders, or Council-protected resources would be minimized by the procedures listed in Table 4.

Table 4. Procedures to Wildfire Risk

Topic	Procedures
Public health and safety	The public will be excluded from the solar, substation, and BESS facilities by fencing. Turbine doors will be locked to prevent unauthorized entry. Ground mounted inverters near turbines, and junction boxes will be surrounded by bollards to minimized inadvertent vehicle/farm equipment collisions with electrical equipment.
First Responders	The Certificate Holder will offer annual training to local first responders. Training will cover the firefighting responses to electrical fires. Response to fires in the facility should focus on controlling spread to adjacent lands. Operational staff will be trained in the use of fire extinguishers for responding to incipient stage fires on site.
Resource Protection	Resources covered by Council standards near the project area include agricultural land, shrub steppe habitat, and cultural resources. The existing county roads will form a fire break between fields that will discourage the spread of wildlife between fields or into wildlife habitat. The two closest cultural sites are the Weatherford Barn and The Tree Site. The Weatherford Barn was deconstructed by the landowner and no longer exists, and The Tree Site is a buried resource that would not be exposed to wildfire.

6.0 Plan Updates

(E) Describe methods the applicant will use to ensure that updates of the plan incorporate best practices and emerging technologies to minimize and mitigate wildfire risk.

The Certificate Holder will track the industry groups and applicable design standards outlined in Table 5 to identify future technologies or best practices that could be implemented at the Facility.

Table 5. Resources for Future Best Practices

Reference	Description	Method
American Clean Power	Industry ground that establishes best practices for renewable energy projects	The Certificate Holder’s parent company is a member of ACP and participates in best practice development ¹ .
National Electric Reliability Corporation (NERC)	National Energy Reliability Corporation develops electrical standards for large energy facilities.	The Certificate Holder will follow NERC Standard FAC-003-0 for its vegetation management program of transmission lines ² , or updates to this standard as approved by NERC.

Reference	Description	Method
Oregon Specialty Building Codes (OSBC)	Building codes applicable to inhabitable spaces, including the O&M building and the substation enclosure.	Remodeling to the O&M and enclosure structure that requires permits will follow any updates to the OSPC at that time.
APLIC	Avian protection methods for electrical facility reduce fires related to bird/mammal nests on electrical equipment	The Certificate Holder's parent company is a member of APLIC ³ . An operational wildlife monitoring program will inspect for wildlife nesting on facilities that could cause fire, and take actions following applicable laws (e.g., MBTA).
<p>1. Link to ACP Standards & Practices: https://cleanpower.org/resources/types/standards-and-practices/.</p> <p>2. NERC FAC-003-0: https://www.nerc.com/pa/Stand/Reliability%20Standards/FAC-003-0.pdf.</p> <p>3. Link to APLIC member organization: https://www.aplic.org/member_websites.php.</p>		

Figures

Oregon Trail Solar Facility

Figure 1
Overall Fire Risk

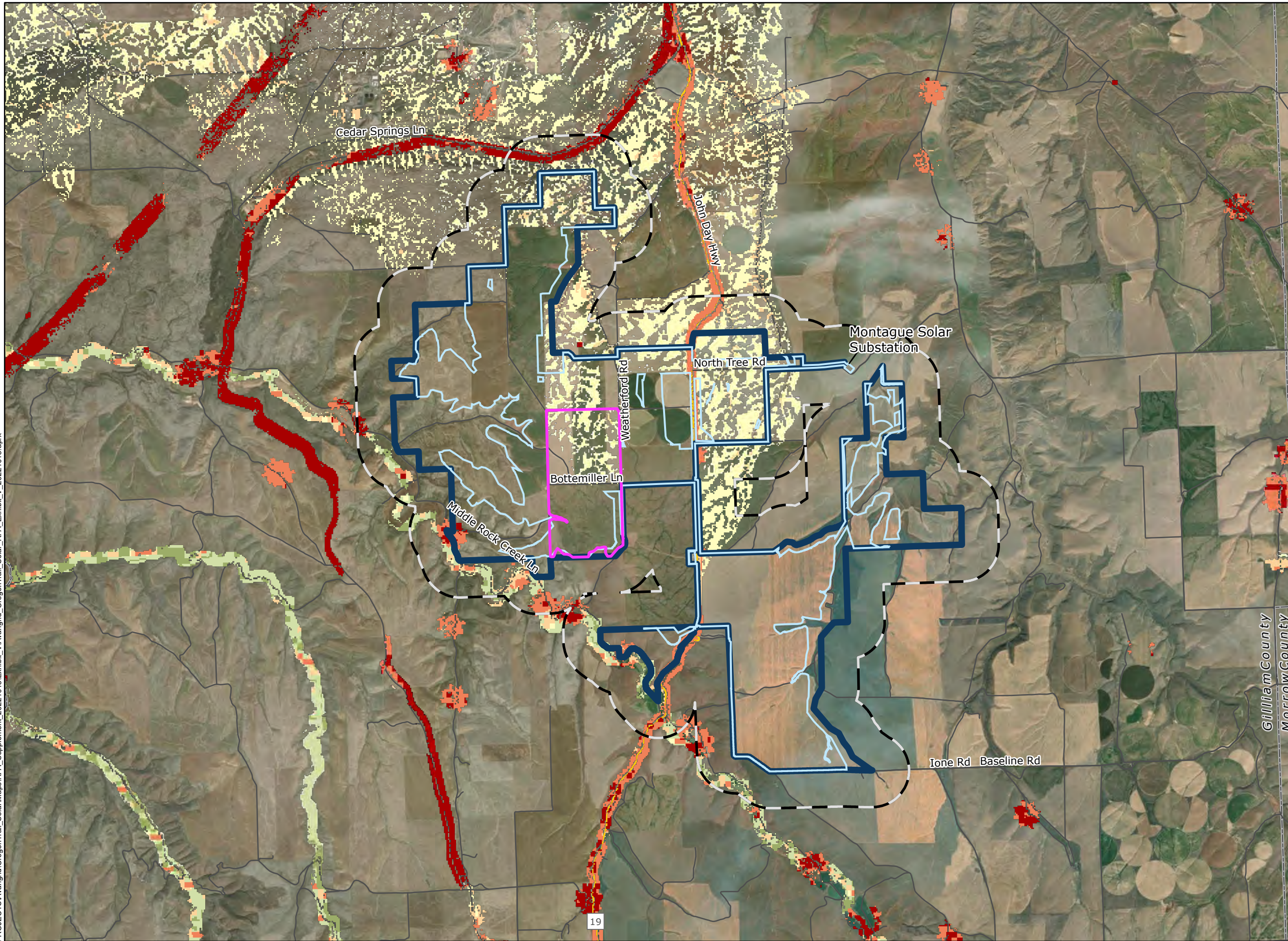
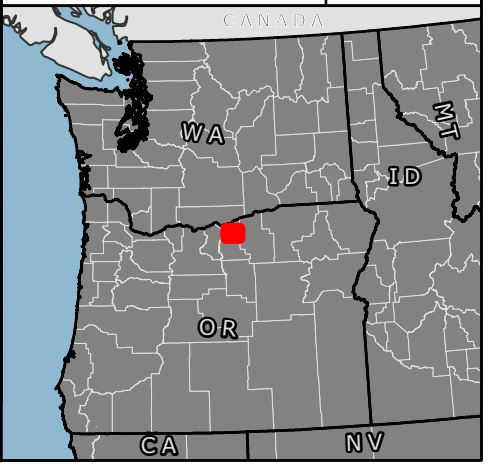
GILLIAM COUNTY, OR

-  Site Boundary Area
-  Subject to Request for Amendment 1
-  Approved Wind Micrositing Corridor
-  Approved Solar Micrositing Area
-  Analysis Area (0.5-mile Buffer)
-  County Boundary
-  State Highway
-  Local Roads
- Overall Wildfire Risk**
-  Very High
-  High
-  Moderate
-  Low
-  Low Benefit
-  Benefit

* Data obtained from Oregon Explorer Pacific Northwest Quantitative Wildfire Risk Assessment and the Oregon CWPP Planning Tool.



Reference Map















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Oregon Trail Solar Facility

Figure 2 Wildfire Risk to Assets

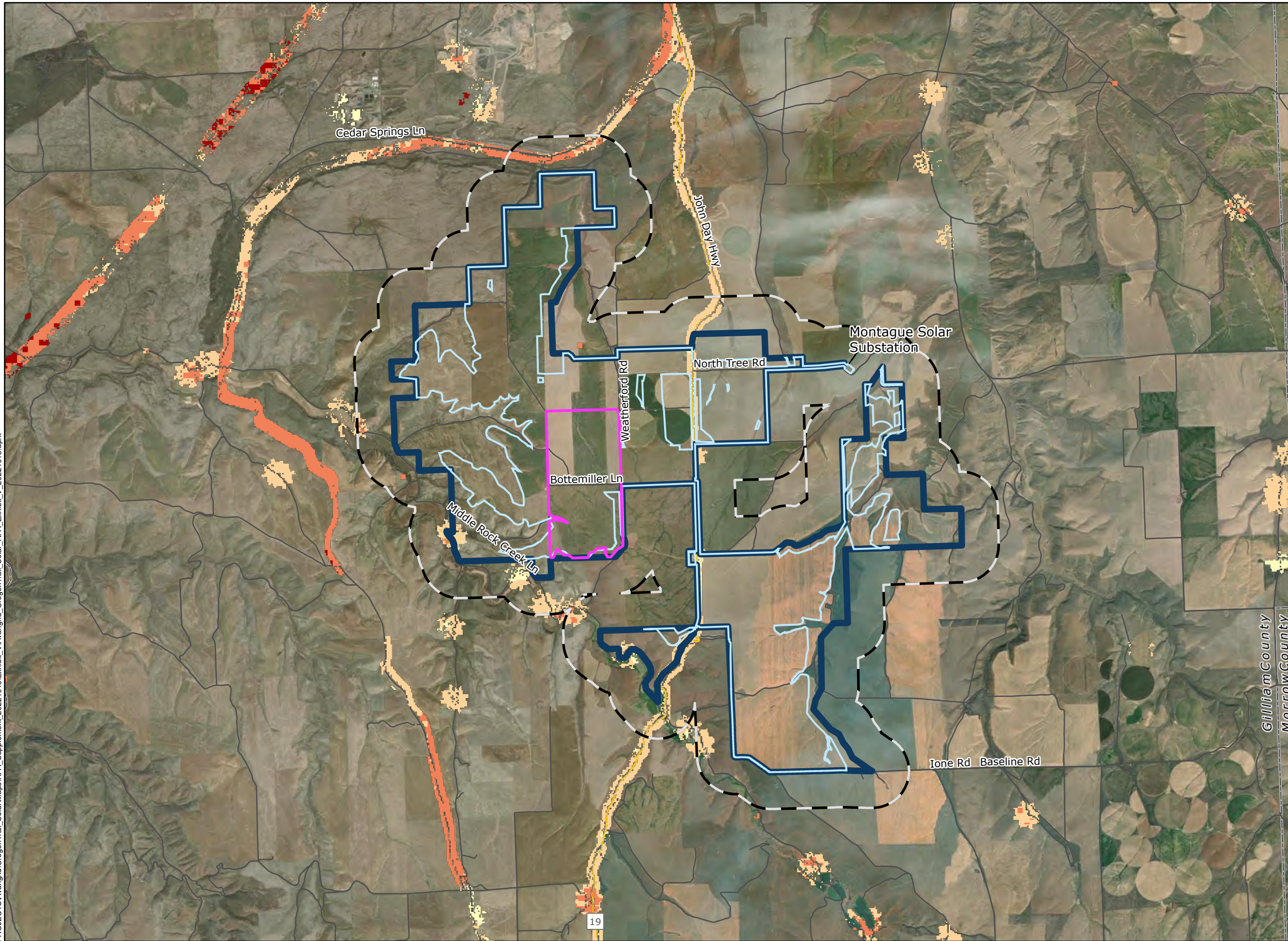
GILLIAM COUNTY, OR

-  Site Boundary Area
 -  Subject to Request for Amendment 1
 -  Approved Wind Micrositing Corridor
 -  Approved Solar Micrositing Area
 -  Analysis Area (0.5-mile Buffer)
 -  County Boundary
 -  State Highway
 -  Local Roads
- Wildfire Risk to Assets**
-  Very High
 -  High
 -  Moderate
 -  Low

* Data obtained from Oregon Explorer Pacific Northwest Quantitative Wildfire Risk Assessment and the Oregon CWPP Planning Tool.



Reference Map














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Oregon Trail Solar Facility

Figure 3
Wildfire Potential
Impacts to
People and Property

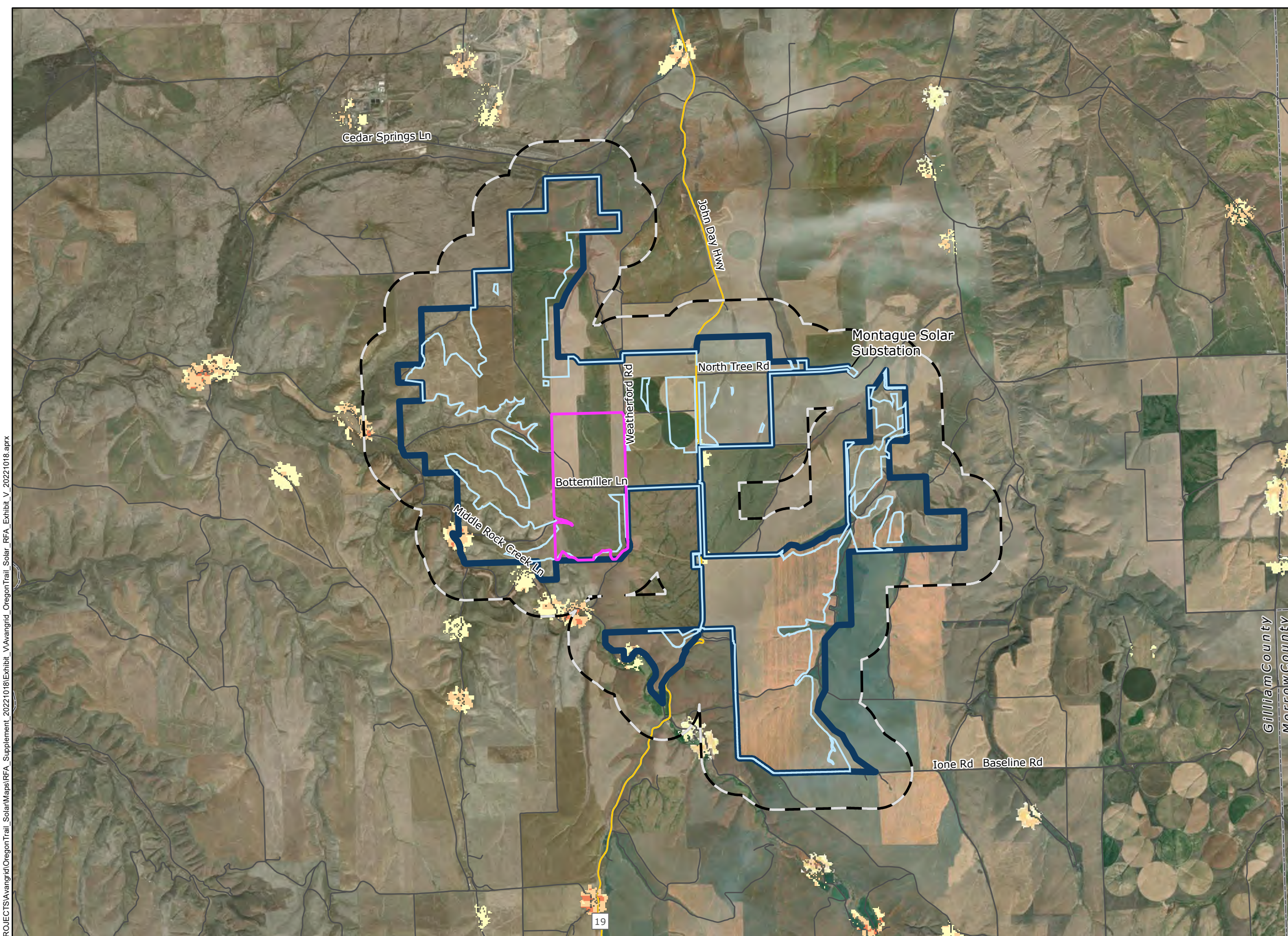
GILLIAM COUNTY, OR

-  Site Boundary Area
 -  Subject to Request for Amendment 1
 -  Approved Wind Micrositing Corridor
 -  Approved Solar Micrositing Area
 -  Analysis Area (0.5-mile Buffer)
 -  County Boundary
 -  State Highway
 -  Local Roads
- Potential Impact to People and Property
-  High
 -  Moderate
 -  Low

* Data obtained from Oregon Explorer Pacific Northwest Quantitative Wildfire Risk Assessment and the Oregon CWPP Planning Tool.



Reference Map















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Oregon Trail Solar Facility

**Figure 4
Wildfire Potential
Impacts to Infrastructure**

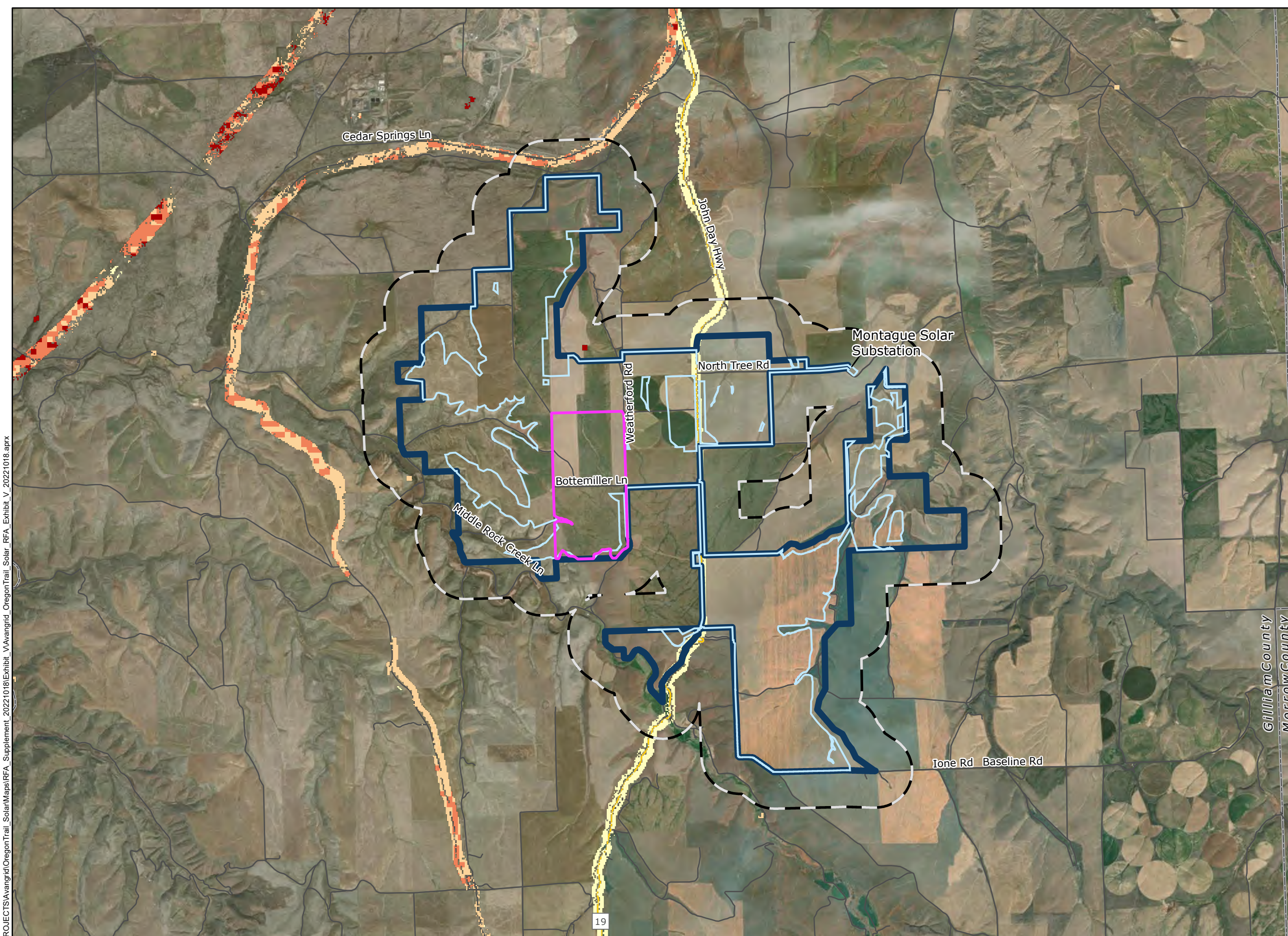
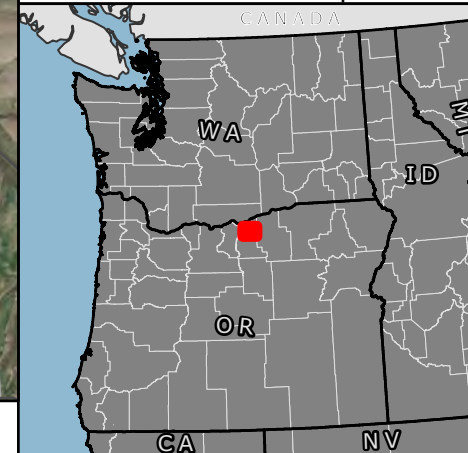
GILLIAM COUNTY, OR

-  Site Boundary Area
 -  Subject to Request for Amendment 1
 -  Approved Wind Micrositing Corridor
 -  Approved Solar Micrositing Area
 -  Analysis Area (0.5-mile Buffer)
 -  County Boundary
 -  State Highway
 -  Local Roads
- Potential Impact to Infrastructure*
-  Very High
 -  High
 -  Moderate
 -  Low

* Data obtained from Oregon Explorer Pacific Northwest Quantitative Wildfire Risk Assessment and the Oregon CWPP Planning Tool.



Reference Map

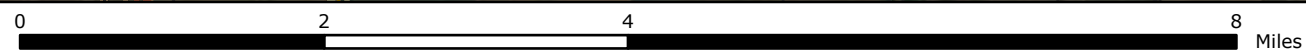


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1:80,000

WGS 1984 UTM Zone 10N



NOT FOR CONSTRUCTION

Attachment 1. ISO Certification

Certificate

Standard **ISO 45001:2018**

Certificate Registr. No. **01 213 1718978**

Certificate Holder: **AVANGRID RENEWABLES, INC**
1125 NW Couch St, Suite 700
Portland, OR 97209-4129
USA

Including the branch offices according to annex

Scope: **Electrical Power Generation from Renewable Sources, primarily
Wind and Solar**

Proof has been furnished by means of an audit that the
requirements of ISO 45001:2018 are met.

Validity: **The certificate is valid from 2021-11-12 until 2024-11-11.
First certification 2018**

2021-12-21

TÜV Rheinland Cert GmbH
Am Grauen Stein • 51105 Köln

www.tuv.com



**Attachment F: Draft Memorandums of Agreement
Community Donation**

MEMORANDUM OF AGREEMENT FOR COMMUNITY DONATION FUND

THIS MEMORANDUM OF AGREEMENT FOR COMMUNITY DONATION FUND (“Agreement”) is entered into this _____ day of January 2023 (“Effective Date”), between Oregon Trail Solar, LLC, an Oregon limited liability company (hereinafter “Oregon Trail Solar”), and Gilliam County Soil and Water Conservation District, a soil and water conservation district organized under Oregon Revised Statutes Chapter 568.210 to 568.808 (hereinafter “District”).

WHEREAS, Oregon Trail Solar proposes to construct and operate a renewable energy facility with solar power generation on private agricultural-zoned land in Gilliam County, Oregon that was approved by the by the Oregon Energy Facility Siting Council (“EFSC”) in a Site Certificate for Oregon Trail Solar Facility, dated September 25, 2020.

WHEREAS, on January 19, 2022, Oregon Trail Solar filed with the Oregon Department of Energy (“ODOE”) a Request to Amend the Site Certificate for the Oregon Trail Solar Facility to delay the start of construction of the solar project for three years (“amendment request”).

WHEREAS, Gilliam County Court commented on the amendment request in a letter to ODOE, dated October 21, 2022, requesting that Oregon Trail Solar look for opportunities to provide local economic benefit and minimize impact to agriculture in Gilliam County, including looking at collaboration opportunities with the District.

WHEREAS, the District has a mission to provide support for economic sustainability for the rural community, educate and assist the community in soil and water conservation efforts, and maximize the benefits of agricultural conservation practices. The District is overseen by a five-person Board of Directors who provide direction and oversight to the District’s staff. Current staffing levels include a District Manager, Office Manager, Conservation Technician II, and a Conservation Technician I. The District facilitates over \$500,000 a year in cost share payments for agricultural conservation practices for the people of Gilliam County.

WHEREAS, Oregon Trail Solar and the District wish to support agricultural in Gilliam County through the increased use of agricultural conservation practices.

WHEREAS, the District and Oregon Trail Solar have determined that is in the best interest of the District that Oregon Trail Solar donate certain funds to the District to be used for the benefit of the District and particularly for conservation practices as set forth below.

WHEREAS, the District desires to accept such funds under the terms and conditions set forth herein.

NOW THEREFORE, Oregon Trail Solar and District agree as follows:

1. Community Donation: Oregon Trail Solar shall pay the District a one-time payment

of \$461,250 (“Donation”) for use in conservation practices in Gilliam County, as further specified in Section 2 below. This amount is equal to \$750 per megawatt payment for 15 years (e.g., \$750 x 41 MW x 15 year = \$461,250). Oregon Trail Solar shall pay the Donation to the District within 60 days of start of construction on the solar project, as defined in ORS 469.300(6).

2. Conservation Practices: The District will use the Donation to improve agricultural production using established conservation practices such as irrigation efficiency upgrades, annual grass treatments, and cross-fencing.
3. Reporting: The District will provide an annual report to the Gilliam County Court and Oregon Trail Solar describing the use of the Donation for Conservation Practices for the term of this agreement or until the Donation is spent. Copies of the reports shall be provided to Oregon Trail Solar by April 15 each year.
4. Term: The District shall use the Donation within 10 years of receiving payment.
5. Indemnification: The District agrees to indemnify, defend, and hold Oregon Trail Solar harmless from any loss, cost, or expense claimed by third parties for property damage and bodily injury, including death, caused by the negligence or willful misconduct of party, its employees, or agents in connection with this Agreement.
6. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes all prior representations and statements. The District represents, and the parties acknowledge, that the District has no input as to whether the Oregon Trail Solar Facility is approved.
7. Notice: Any notice required by this Agreement shall be given by hand delivery or by placing said notice in the United States Mail, first class postage pre-paid, and addressed as follows:

Oregon Trail Solar:

Oregon Trail Solar, LLC
Avangrid Renewables – Land Management
2705 NW Vaughn Street, Suite 300
Portland, Oregon 97210

District:

Herb Winters
Gilliam County Soil and Water
Conservation District
234 S. Main St
Condon, Oregon 97823

[SIGNATURES ON FOLLOWING PAGE]

Executed in duplicate, and mutually delivered as effective, on the Effective Date.

**OREGON TRAIL SOLAR, LLC,
an Oregon limited liability company**

**GILLAM COUNTY SOIL AND
WATERSHED COUNCIL**

By _____

By _____

Name _____

Name _____

Its: Authorized Representative

Its: Authorized Representative

By _____

Name _____

Its: Authorized Representative

Hutchinson, Matthew

From: Herb Winters <herb.gilliamswcd@gmail.com>
Sent: Thursday, January 19, 2023 11:58 AM
To: Hutchinson, Matthew
Cc: norie.gilliamswcd@gmail.com
Subject: Re: Avangrid/Oregon Trail Solar - Community Donation Agreement

EXTERNAL SENDER: Be cautious, especially with links and attachments. Report phishing if suspicious.

To Whom it May Concern,

This email expresses Gilliam County Soil and Water Conservation District's willingness to accept funds from Avangrid and its affiliate Oregon Trail Solar, LLC. As previously stated, the district would utilize these funds to improve agricultural production using established conservation practices such as irrigation efficiency upgrades, annual grass treatments, and cross-fencing. These practices would be prioritized and approved by the district board and implemented following the district's 5-year plan. A report describing the completed work would be presented annually to the Gilliam County Court and Avangrid. Our district appreciates this opportunity to continue to support Gilliam County agricultural producers, and we would be happy to answer any questions that might arise.

As of January 17th, 2023, the Gilliam County Soil and Water Conservation District Board of Directors approved the verbiage of the Avangrid/Oregon Trail Solar - Community Donation Agreement with a community donation amount to be determined between Avangrid/Oregon Trail Solar and the Gilliam County Court.

On January 18th, 2023, Gilliam County Court and Avangrid/Oregon Trail Solar agreed on the community donation amount.

The Gilliam County Soil and Water Conservation District plans to execute this agreement when all parties are satisfied with the terms and conditions.

Respectfully,

Herb Winters
District Manager

MEMORANDUM OF AGREEMENT FOR COMMUNITY DONATION FUND

THIS MEMORANDUM OF AGREEMENT FOR COMMUNITY DONATION FUND (“Agreement”) is entered into this _____ day of _____ 2023 (“Effective Date”), between Oregon Trail Solar, LLC, an Oregon limited liability company (hereinafter “Oregon Trail Solar”), and the Port of Arlington Environmental Sentry Corps, an Oregon non-profit corporation. (hereinafter, “Sentry”).

WHEREAS, Oregon Trail Solar proposes to construct and operate a renewable energy facility with solar power generation on private agricultural-zoned land in Gilliam County, Oregon (“solar project”) that was approved by the Oregon Energy Facility Siting Council (“EFSC”) in a Site Certificate for Oregon Trail Solar Facility, dated September 25, 2020.

WHEREAS, on January 19, 2022, Oregon Trail Solar filed with the Oregon Department of Energy (“ODOE”) a Request to Amend the Site Certificate for the Oregon Trail Solar Facility to delay the start of construction of the solar project for three years (“amendment request”).

WHEREAS, Gilliam County Court commented on the amendment request in a letter to ODOE, dated October 21, 2022, requesting that Oregon Trail Solar look for opportunities to provide local economic benefits in Gilliam County, including the creation of new worker housing.

WHEREAS, the Sentry has a mission to support the creation, retention, expansion, and recruitment of businesses and jobs that will enhance the economy and quality of life of Gilliam County. The Sentry has created opportunities for new worker housing to support its mission.

WHEREAS, Oregon Trail Solar and the Sentry wish to support the development of worker housing in Gilliam County to provide local economic benefit to the community.

WHEREAS, Sentry and Oregon Trail Solar have determined that is in the best interest of Sentry that Oregon Trail Solar donate certain funds to the Sentry to be used for the benefit of the Sentry and particularly for worker housing as set forth below.

WHEREAS, Sentry desires to accept such funds under the terms and conditions set forth herein.

NOW THEREFORE, Oregon Trail Solar and Sentry agree as follows:

1. **Community Donation**: Oregon Trail Solar shall pay the Sentry a one-time payment of \$461,250 (“Donation”) for use at Sentry’s housing projects Gilliam County, as further specified in Section 2 below. This amount is equal to \$750 per megawatt payment for 15 years (e.g., \$750/MW x 41 MW x 15 years = \$461,250). Oregon Trail Solar shall pay at least 60 days following the start of construction on the solar project, as defined in ORS 469.300(6).

2. Worker Housing: The Sentry will use the Donation to support workforce housing projects in Gilliam County.
3. Reporting: Sentry will provide an annual report to the Gilliam County Court and Oregon Trail Solar describing the use of the Donation for worker housing for the term of this agreement or until the Donation is spent. Copies of the reports shall be provided to Oregon Trail Solar by April 15 each year.
4. Term: Sentry shall use the Donation within 10 years of receiving the Donation.
5. Indemnification: Sentry agree to indemnify, defend, and hold Oregon Trail Solar harmless from any loss, cost, or expense claimed by third parties for property damage and bodily injury, including death, caused by the negligence or willful misconduct of party, its employees, or agents in connection with this Agreement.
6. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes all prior representations and statements. Sentry represents, and the parties acknowledge, that the Sentry has no input as to whether the Oregon Trail Solar Facility is approved.
7. Notice: Any notice required by this Agreement shall be given by hand delivery or by placing said notice in the United States Mail, first class postage pre-paid, and addressed as follows:

Oregon Trail Solar:

Oregon Trail Solar, LLC
Avangrid Renewables – Land Management
2705 NW Vaughn Street, Suite 300
Portland, Oregon 97210

Sentry:

President
Port of Arlington Environmental Sentry
Corps
100 Port Island Road
PO Box 279
Arlington, OR 97812-0279

[SIGNATURES ON FOLLOWING PAGE]

Executed in duplicate, and mutually delivered as effective, on the Effective Date.

**OREGON TRAIL SOLAR, LLC,
an Oregon limited liability company**

**PORT OF ALINGTON
ENVIRONMENTAL SENTRY CORP.**

By _____

By _____

Name _____

Name _____

Its: Authorized Representative

Its: Authorized Representative

By _____

Name _____

Its: Authorized Representative

Attachment G: Draft Inadvertent Discovery Plan

Draft Inadvertent Discovery Plan

PLAN AND PROCEDURES FOR THE INADVERTENT DISCOVERY OF CULTURAL RESOURCES AND HUMAN SKELETAL REMAINS FOR THE OREGON TRAIL SOLAR FACILITY, GILLIAM COUNTY, OREGON

1.0 Introduction

Oregon Trail Solar, LLC (certificate holder) proposes to construct the Oregon Trail Solar Facility in Gilliam County, Oregon. This Inadvertent Discovery Plan outlines procedures to follow, in accordance with state and federal laws, if cultural resources or human remains are discovered during construction.

2.0 Recognizing Cultural Resources

A cultural resource is an item of historical, traditional, or cultural importance. The item could be prehistoric or historic. Examples are as follows:

- A multispecies accumulation of shell (shell-midden) with associated bone, stone, antler, or wood artifacts, burned rocks, or charcoal
- Bones that appear to be human or animal bones associated with a shell-midden (i.e., with associated artifacts or cooking features)
- An area of charcoal or very dark, stained soil with associated artifacts
- Artifacts made of chipped or ground stone (i.e., an arrowhead, adze, or metate) or an accumulation (more than one) of cryptocrystalline stone flakes (lithic debitage)
- Items made of botanical materials
- Clusters of tin cans or bottles, agricultural, or military equipment that appears to be older than 50 years

3.0 Onsite Responsibilities

STEP 1: STOP WORK IMMEDIATELY. If the contractor or subcontractor believes that he or she has uncovered any cultural resource during construction of the project, all work adjacent to the discovery must stop. The discovery location should not be left unsecured at any time.

STEP 2: NOTIFY CONSTRUCTION PROJECT MANAGEMENT IMMEDIATELY. Contact the construction project manager or cultural resources specialist for the Oregon Trail Solar Facility, as listed below.

Construction Project Manager

To be determined.

Cultural Resources Specialist

If the construction project manager cannot be reached, contact one of the designated Cultural Resources Specialists:

Confederated Tribes of the Umatilla Indian Reservation
Teara Farrow Ferman, Cultural Resources

Email: TearaFarrowFerman@ctuir.com

46411 Timine Way

Pendleton, OR 97801

Phone: (541) 429-7230 (office) or (541) 377-2959 (cell)

Confederated Tribes of the Umatilla Indian Reservation
Ashley Morton, Archeologist
AshleyMorton@ctuir.org
46411 Timine Way
Pendleton, OR 97801
(541) 429-7214

STEP 3: NOTIFY THE STATE HISTORIC PRESERVATION OFFICE IMMEDIATELY. The Oregon Trail Solar Facility construction project manager or cultural resources specialist will contact the Oregon State Historic Preservation Office (SHPO) immediately.

Note: If human remains are encountered, treat them with dignity and respect at all times. Cover the remains with a tarp or other materials (not soil or rocks) for temporary protection in place and to shield them from being photographed. Do not call 911 or speak with the media.

STEP 4: PARTICIPATE IN CONSULTATION AND DOCUMENTATION. The Oregon Trail Solar Facility construction project manager will participate in consultations with Oregon SHPO and affiliated Tribes. After consultation, the construction project manager will complete a written plan of action describing the disposition of cultural resources pursuant to 43 *Code of Federal Regulations* (CFR) Part 10 and will execute his or her prescribed duties within that plan of action.

4.0 Further Contacts and Consultations

Construction Project Manager

The Oregon Trail Solar Facility construction project manager's responsibilities as follows:

- **Secure the Site:** The construction project manager is responsible for taking appropriate steps to protect and secure the discovery site. All work will stop in an area adequate to provide for the total security, protection, and integrity of the resource. Vehicles, equipment, and unauthorized personnel will not be permitted to traverse the discovery site. Work in the immediate area will not resume until treatment of the discovery has been completed following provisions for treating archaeological/cultural material in consultation with the affiliated Tribe(s).
- **Direct Construction Elsewhere Onsite:** The construction project manager will direct construction to resume away from cultural resources where appropriate and in communication with the affiliated Tribe(s).
- **Contact Project Cultural Resources Specialist:** If the cultural resources specialist has not yet been reached in earlier attempts, the construction project manager will do so.

Cultural Resources Specialist

The cultural resources specialist's responsibilities are as follows:

- **Notify Tribes:** If not already notified, the cultural resources specialist will notify the Tribe(s) of the discovery.
- **Identify Find:** The construction project manager will consult with the Tribes and will ensure that a qualified individual examines the find to determine if it is a cultural resource, as follows:
 - If it is determined to not be a cultural resource, work may proceed with no further delay.
 - If it is determined to be a cultural resource, the cultural resources specialist will send a certified letter to the Tribal Historic Preservation Offices, notifying them that a cultural resource has been discovered and requesting further consultation.

INADVERTENT DISCOVERY PLAN

- If the find may be human remains or funerary objects, the cultural resources specialist will follow the procedures described in Section 5.0.

- Notify State Agencies: The construction project manager will contact Oregon SHPO.
- Formulate Plan: The construction project manager, affiliated Tribes, and Oregon SHPO will consult to determine a plan for disposition of the cultural resources.

Any required excavation or removal of cultural resources will be carried out under the requirements of 43 CFR Part 10.3 and 16 *United States Code* 470 aa, and will require a permit from the Oregon SHPO. The activity that resulted in the inadvertent discovery may resume thirty (30) days after certification of receipt of notification.

Oregon Historic Preservation Office

State Archaeologist

John Pouley

E-mail: john.pouley@oregon.gov

(503) 986-0675

Tribes

Confederated Tribes of the Warm Springs Reservation of Oregon

Robert Brunoe, Tribal Historic Preservation Officer

THPO@ctwsbnr.org

PO Box 460

Warm Springs, Oregon 97761

(541) 553-3555

Confederated Tribes of the Umatilla Indian Reservation

Teara Farrow Ferman, Cultural Resources

TearaFarrowFerman@ctuir.com

46411 Timine Way

Pendleton, OR 97801

(541) 429-7230

(541) 377-2959 (cell)

Confederated Tribes of the Umatilla Indian Reservation

Ashley Morton, Archeologist

AshleyMorton@ctuir.org

46411 Timine Way

Pendleton, OR 97801

(541) 429-7214

5.0 Special Procedures for the Discovery of Human Skeletal Material

Any human skeletal remains will at all times be treated with the utmost dignity and respect. The attached document titled *Tribal Position Paper on the Treatment of Human Remains* (Government to Government Cultural Resources Cluster Group, September 2006) describes the appropriate protocol on the treatment of Native American human remains.

STEP 1: STOP WORK. In the event that human remains are discovered, stop all work in the area and secure the site.

STEP 2: NOTIFY APPROPRIATE PARTIES. Notify the construction project manager, law enforcement, and

the coroner, immediately. The coroner (with the assistance of law enforcement personnel) will determine if the remains are human and whether the discovery site constitutes a crime scene, and will notify Oregon SHPO and the Tribes.

Oregon State Police:

Craig Heuberger, Lieutenant.
Phone: 503-508-0779
Email: Craig.Heuberger@osp.oregon.gov

Legislative Commission on Indian Services:

Patrick Flanagan, Executive Director.
Phone: 503-986-1067
Email: Patrick.Flanagan@oregonlegislature.gov.

Dr. Elissa Bullion, Physical Anthropologist.
Phone: 503-986- 1066 office, 508-498-8013 cell
Email: Elissa.Bullion@oregonlegislature.gov

Medical Examiner, Gilliam County To be determined

Gilliam County Sheriff's Department
221 S. Oregon Street Condon, Oregon 97823
Phone: (541) 384-2851

Confederated Tribes of the Warm Springs Reservation of Oregon
Robert Brunoe, Tribal Historic Preservation Officer
Email: THPO@ctwsbnr.org
PO Box 460
Warm Springs, Oregon 97761
Phone: (541) 553-3555

Confederated Tribes of the Umatilla Indian Reservation
Teara Farrow Ferman, Cultural Resources
Email: TearaFarrowFerman@ctuir.com
46411 Timine Way
Pendleton, OR 97801
(541) 429-7230 (office)
(541) 377-2959 (cell)

STEP 3: PROTECT THE REMAINS. There shall be no photography or drawings and sketches made of the human remains or funerary objects found with the human remains without written permission signed by the affiliated Tribes. Cover the remains with a tarp or other materials (not soil or rocks) for temporary protection in place and to shield them from being photographed. Remains should not be removed from the site prior to identifying the remains as Native American or not. If the remains are determined to be Native American, final disposition will be decided through consultation with the affiliated Tribes, Oregon SHPO, and certificate holder.

STEP 4: CONSULTATION. If the coroner determines the remains are nonforensic, and if it is determined that the remains constitute a cultural resource, the construction project manager or appointed representative will participate in consultation with the affiliated Tribes and Oregon SHPO. The construction project manager or appointed representative will complete a written plan of action describing the disposition of cultural resources pursuant to 43 CFR Part 10 and will execute its prescribed duties within that plan of action. If the remains are determined to be Native American, final disposition will be decided through consultation with the affiliated Tribes, Oregon SHPO, and certificate holder. If the medical examiner is not able to make a determination of Native American, a qualified forensic anthropologist from the State, Tribe, or contracted archaeological firm will need to be consulted for final determination.

6.0 Proceeding with Construction

Project construction outside the discovery location may continue while documentation and assessment of the cultural resources proceed. The construction project manager and a qualified archaeologist or Tribal representative must determine the boundaries of the discovery location. Construction may continue at the discovery location only after the process outlined in this plan is followed and the Oregon SHPO (and the federal agencies, if any) determines that compliance with state and federal laws is complete.