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THERMAL POWER PLANT

SITE CERTIFICATE

FOR THE

COYOTE SPRINGS COGENERATION PROJECT

(Incorporating Amendments #1 Through #10)

This site certificate for the Coyote Springs Cogeneration Project (CSCP) is issued and executed in the manner provided by ORS Chapter 469, as amended by 1993 Public Laws ch. 569 (SB 1016), by and between the State of Oregon (State) acting by and through its Energy Facility Siting Council (EFSC), Portland General Electric Company (PGE), an Oregon corporation, and Avista Corporation (Avista), a Washington corporation. [rev. Amendment 6, 8, 9]

I. SITE CERTIFICATION

- A. To the extent authorized by State law and subject to those warranties and conditions set forth herein, the State approves and authorizes for construction, operation and retirement by PGE and Avista of a natural gas-fired combustion turbine energy facility, with oil firing back-up for phase one (as defined in OAR 345-01-010(33), Nov. 1995), together with related or supporting facilities in Boardman, Oregon, in the manner described in PGE's 1993 application for site certificate. "Facility," as used in this site certificate, consists of the energy facility and the related or supporting facilities described in PGE's 1993 application for site certificate, except where otherwise stated or where the context clearly indicates otherwise. "Phase one" refers to the combustion turbine generator unit owned by PGE and constructed by PGE in 1995. "Phase two" refers to the combustion turbine generator unit owned by Avista, to be constructed by the deadline stated in Condition V.A.2(1). The findings of facts, reasoning and conclusions of law underlying the terms and conditions of this site certificate are set forth in EFSC's final order, which by this reference is incorporated herein. Subject to the conditions herein, this site certificate binds the State and all counties, cities and political subdivisions in this State as to the approval of the site and the construction, operation and retirement of the facility, as to matters that are included in and governed by this site certificate. [rev. Amendments 2, 6, 8, 9]
- B. Each affected state agency, county, city and political subdivision with authority to issue a permit, license or other approval with respect to matters included in or governed by this site certificate shall, upon submission by PGE or Avista of the proper application and payment of the proper fees, issue such permit, license or other approval without hearing or other proceeding, subject only to conditions set forth in the site certificate. Each agency that issues a permit, license or other approval to PGE or Avista shall continue to exercise enforcement authority over such permit, license or other approval. [rev. Amendment 6, 8, 9]

1
2 For a permit, license or other approval included in or governed by the site certificate,
3 PGE, with respect to phase one, and Avista, with respect to phase two, shall comply
4 with applicable state and federal laws adopted in the future to the extent that such
5 compliance is required under the respective state agency statutes and rules. [rev.
6 Amendment 6, 8, 9]
7

8 C. The State, PGE and Avista shall abide by local ordinances and state law and the rules of
9 EFSC in effect on the date the site certificate is executed. In addition, upon a clear
10 showing of a significant threat to the public health, safety or the environment that
11 requires application of later-adopted laws or rules, EFSC may require compliance
12 with such later-adopted laws or rules. [rev. Amendment 6, 8, 9]
13

14 D. PGE shall be solely responsible for compliance with conditions or portions of
15 conditions addressed to PGE or phase one specifically. Avista shall be solely
16 responsible for compliance with conditions or portions of conditions addressed to
17 Avista or phase two specifically. PGE and Avista shall be jointly responsible for all
18 aspects of the site and facility that are common to both phase one and phase two or that
19 the site certificate does not identify as specific to phase one or phase two. All
20 conditions that the site certificate does not identify as applicable to PGE or Avista
21 specifically, or that involve an aspect of the site or facility that are common to both
22 phase one and phase two, shall apply to PGE and Avista jointly. In the event of any
23 violations of such non-phase-specific conditions or portions of conditions by either
24 party, EFSC may direct any appropriate inquiries to either party, but if EFSC is able to
25 identify one of the parties as the party responsible for committing the violation, EFSC
26 shall address its initial demand for remedial action to that party. [rev. Amendment 6, 8, 9]
27

28 E.

29 30 II. DESCRIPTION OF THE FACILITY

31 32 A. Description of the Site

33 34 1. Power Plant Site

35
36 The proposed CSCP plant site consists of approximately 20 acres within the Port of
37 Morrow Industrial Park. The Port of Morrow Industrial Park occupies 5,700 acres of
38 land east of the City of Boardman and along the Columbia River.
39

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

1
2 2. Transmission Line Corridor
3

4 The transmission line serving the plant will be approximately 1.5 miles long. The
5 line will occupy land owned by the Port of Morrow and the City of Boardman. The
6 transmission line will run from the south end of the plant site eastward along the
7 existing roadway and utility corridor. For a short distance at its eastern extremity, the
8 line will cross fields that are or have been under cultivation. The exact location of the
9 transmission line corridor is shown in figure C-C2 of the application for site
10 certificate.
11

12 B. Description of Facilities
13

14 1. Power Plant
15

16 The proposed CSCP facilities will consist of several structures: a turbine generator
17 building; heat recovery steam generator (boiler) structures; two 210 feet high exhaust
18 stacks; a water treatment and auxiliary equipment building; auxiliary boilers; an
19 administrative and control building; water treatment chemical tanks; and electrical
20 transformation and substation facility structures.
21

22 The CSCP power generation facilities will consist of two natural gas-fired, combined
23 combustion turbine cycle units. Primary power for each phase will be supplied by
24 either a General Electric 7FA gas turbine generator rated at approximately 170 to 190
25 MW or a similar model gas turbine. For each phase, the high temperature exhaust
26 from the gas turbine generator will be ducted to a heat recovery steam generator or
27 boiler to generate steam. This steam will be used to drive a steam turbine generator
28 with an electrical generation capacity of approximately 80 to 100 MW. Steam used
29 in power generation will be cooled and condensed back to water by a condenser or
30 heat exchanger using the cooling tower method. Phase two will include a natural
31 gas-fired duct burner with a generating capacity of approximately 20 MW. [rev.
32 Amendment 6]
33

34 Electrical transformation and substation facilities will be constructed adjacent to the
35 power plant at the south end of the site.
36

37 The proposed CSCP power plant (both units) will use up to 27,400,000 million
38 British thermal units of natural gas fuel per year. The power plant shall be supplied
39 by a natural gas pipeline that will run approximately 15 miles between the site and
40 Ione, Oregon. The supply pipeline will interconnect with an interstate natural gas
41 transmission line and will be owned and operated by another company. The supply
42 pipeline will be permitted through the Federal Energy Regulatory Commission and is
43 not considered to be a related facility under the jurisdiction and siting review
44 authority of the Energy Facility Siting Council.
45

1 2. Electrical Transmission Line

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

5
6 In the event of a conflict between the descriptions of the facility in this site certificate, EFSC's
7 final order, the Oregon Department of Energy's (ODOE)¹ final staff report on PGE's application
8 for site certificate, or PGE's application for site certificate, the following priority of construction
9 shall apply to determine which document controls: first, PGE's application for site certificate;
10 second, this site certificate; third, EFSC's final order; and fourth, ODOE's final staff report. [rev.
11 Amendment 9]

12
13 III. WARRANTIES

14
15 ORS 469.401(3) requires that:

16
17 "The site certificate shall contain the warranties of the applicant as to the ability of the
18 applicant to comply with standards of financial ability and to construct and operate
19 the energy facility, the applicant's provisions for protection of the public health and
20 safety and for time of completion of construction."

21
22 The following warranties are necessary to meet the above statutory requirements and to ensure
23 and facilitate compliance with and enforcement of EFSC standards and the policy directives of
24 ORS chapter 469:

25
26 (1) PGE, with respect to phase one, and Avista, with respect to phase two, represent and
27 warrant that they have the present capabilities and resources to construct, operate and retire
28 phase one and phase two of the CSCP, including the ability to finance and pay for the
29 CSCP, substantially as described in the site certificate and in the order approving the site
30 certificate, as they may be amended from time to time, and with the terms and conditions of
31 the site certificate. [rev. Amendments 1, 6, 8, 9]

32
33 (2) PGE and Avista represent and warrant that they can and will comply with all applicable
34 state, federal and local laws, regulations and ordinances and with all applicable conditions
35 of the site certificate. [rev. Amendment 6, 8, 9]

36
37 (3) PGE, with respect to phase one, and Avista, with respect to phase two, represent and
38 warrant that they will undertake and complete construction of phase one and phase two of
39 the CSCP according to the conditions of the construction commencement and completion
40 dates at V.A.2. [rev. Amendment 6, 8, 9]

41

¹ In 1995, the Oregon Legislature changed the Oregon Department of Energy to the Oregon Office of Energy (OOE). In 2003, the Oregon Legislature changed the name of the Oregon Office of energy back to the Oregon Department of Energy (ODOE). To maintain consistency, all references in this Site Certificate are to the "Oregon Department of Energy" or "ODOE."

1 (4) PGE, with respect to phase one, and Avista, with respect to phase two, warrant that they
2 will take those actions, necessary to ensure that any third party with whom they contract
3 during construction, operation or retirement of this facility and related or supporting
4 facilities shall abide by the terms of this site certificate. [rev. Amendment 6, 8, 9]
5

6 (5) PGE, with respect to phase one, and Avista, with respect to phase two, warrant that they
7 shall take all reasonable steps necessary to ensure the protection of the public health and
8 safety during the construction, operation and retirement of the CSCP and related facilities.
9 [rev. Amendment 6, 8, 9]
10

11 IV. MANDATORY CONDITIONS 12

13 The following mandatory conditions are either specifically required by OAR 345-27-020 or are
14 appropriate under OAR 345-27-020(4)(o) or OAR 345-027-0023 (Feb. 2000) to address project
15 and site-specific conditions and requirements. These mandatory conditions shall apply in
16 addition to, and should be read together with, the specific additional conditions provided in this
17 site certificate to ensure compliance with the siting standards of OAR Chapter 345, Divisions 22,
18 23 and 24.
19

20 (1) PGE, with respect to phase one, and Avista, with respect to phase two, shall comply
21 with all applicable laws, regulations and ordinances of state, federal and local authorities,
22 including all conditions contained in any permits, licenses and approvals issued by such
23 authorities. PGE and Avista shall comply with the conditions of the site certificate. The
24 duty of PGE and Avista to comply applies notwithstanding a failure or oversight in the
25 proposed order or site certificate to identify all applicable laws, regulations and ordinances.
26 PGE and Avista shall design, construct, operate and retire phases one and two, respectively,
27 in accordance with the requirements of the Oregon Energy Facility Siting Statute, ORS
28 469.300 et seq., and EFSC rules applicable to the facility. [rev. Amendment 6, 8, 9]
29

30 (2) PGE, with respect to phase one, and Avista, with respect to phase two, shall design,
31 permit, construct, operate and retire the CSCP substantially as described in the site
32 certificate, as it may be amended from time to time. [rev. Amendments 1, 6, 8, 9]
33

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

² In 1993, the Oregon Legislature changed the Building Codes Agency to the Building Codes Division (BCD) of the Department of Consumer and Business Services (DCBS).

1
2 (4) PGE, with respect to phase one, and Avista, with respect to phase two, shall submit
3 annual compliance status reports to EFSC providing a statement and documentation of their
4 respective compliance with each applicable condition of the site certificate. PGE and
5 Avista may submit a single joint compliance status report. [rev. Amendment 6, 8, 9]
6

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

15 (6) PGE shall not commence construction on any part of the facility and related or
16 supporting facilities (including clearing of rights-of-way, but excepting survey and
17 geotechnical investigations), until PGE has filed with EFSC documentation of ownership,
18 control or access to the entire plant site and the entire transmission corridor. [rev. Amendment
19 6]
20

21 (7) PGE, with respect to phase one, and Avista, with respect to phase two, shall, to the
22 extent practicable, restore vegetation and landscape portions of the site disturbed by
23 construction of their respective phases in a manner which is compatible with its
24 surroundings; and, upon completion of construction, dispose of all temporary structures not
25 required for future use and all used timber, brush, refuse, or flammable material resulting
26 from the clearing of lands or from construction of the facility. [rev. Amendment 6, 8, 9]
27

28 (8) PGE, with respect to phase one, and Avista, with respect to phase two, shall notify the
29 Oregon Department of Energy (ODOE), Oregon Department of Geology and Mineral
30 Industries (DOGAMI) and the Oregon Department of Water Resources (DWR) in advance
31 of further geotechnical investigations and trenching on the project site to allow the
32 opportunity for agency representatives to inspect the work. [rev. Amendment 6, 8, 9]
33

34 (9) PGE, with respect to phase one, and Avista, with respect to phase two, shall promptly
35 notify ODOE, DOGAMI and DWR if further geotechnical investigations, trenching or
36 construction activities reveal conditions that were not considered in or that differ from the
37 conditions assumed in the agreed-upon seismic hazard classification, or if shear zones,
38 artesian aquifers, deformations or elastic dikes are found near or beneath the project site.
39 EFSC may require additional and/or higher design requirements as necessary to address
40 site conditions not previously considered. [rev. Amendment 6, 8, 9]
41

42 (10) PGE, with respect to phase one, and Avista, with respect to phase two, shall prevent
43 the development of any conditions on the site that would preclude restoration of the site to
44 a useful, non-hazardous condition to the extent that prevention of such site conditions is
45 with the control of PGE and/or Avista. [rev. Amendments 5, 6, 8, 9]
46

1 (11) At least 5 years prior to retirement of each phase of CSCP, PGE, with respect to phase
2 one, and Avista, with respect to phase two, shall submit a retirement plan to EFSC subject
3 to review and approval by EFSC. The plan shall describe how the site will be restored
4 adequately to a useful condition, including options for post-retirement land use,
5 information on how impacts to fish, wildlife and the environment will be minimized during
6 the retirement process and measures to protect the public against risk or danger resulting
7 from post-retirement site conditions. The owner of each phase shall restore the site to a
8 useful condition following retirement. [rev. Amendment 6, 8, 9]
9

10 (12) This site certificate shall expire at the end of the useful life of both phases of the
11 energy facility. Application for termination of the site certificate shall be made in
12 accordance with the provisions of OAR 345-27-110. [rev. Amendment 6, 8]
13

14 (13) The conditions in this site certificate may not be changed during the term of the site
15 certificate except as provided in OAR Chapter 345, Division 27.
16

17 (14) If a visitor information facility is provided at the site, information regarding
18 conservation of energy and the means by which it may be accomplished shall be included
19 with any energy facility information provided.
20

21 (15) Before beginning construction of phase two of the facility, Avista, shall submit to the
22 State of Oregon through the Council a bond, letter of credit or fully-funded escrow account
23 naming the State of Oregon, acting by and through the Council, as beneficiary or payee in
24 the amount of \$2,500,000 (in 1993 dollars). The calculation of 1993 dollars shall be made
25 using the index set forth below in sub-section (b). [Amendment 5; rev. Amendment 6, 7, 8, 9]
26

27 (a) The terms of the bond, letter of credit or fully-funded escrow account and identity of the
28 issuer shall be subject to approval by the Council, which approval shall not be
29 unreasonably withheld. The bond, letter of credit or fully-funded escrow account
30 shall not be subject to revocation or reduction prior to the time Avista has established
31 the financial mechanism or instrument described in Mandatory Condition IV(16) and
32 has fully funded the obligation. [Amendment 5; rev. Amendment 6, 7, 8, 9]
33

34 (b) The calculation of 1993 dollars shall be made using the US Gross Domestic Product
35 Implicit Price Deflator, as published by the US Department of Commerce, Bureau of
36 Economic Analysis, or any successor agency ("the index"). The amount of the bond,
37 letter of credit or fully-funded escrow account shall increase annually by the
38 percentage increase in the index and shall be pro-rated within the year to the date of
39 retirement. If at any time the index is no longer published, the Council shall select a
40 comparable calculation of 1993 dollars. [Amendment 5]
41

42 (16) Before beginning operation of phase two of the facility, Avista shall establish a bond,
43 letter of credit or fully-funded escrow account, satisfactory to the Council, assuring the
44 availability of adequate funds throughout the life of phase two of the facility to retire phase
45 two of the facility and restore the site to a useful, non-hazardous condition as described in
46 OAR 345-022-0050 (April 2002). Avista shall retire the facility according to an approved

1 final retirement plan, as described in OAR 345-027-0110 (Feb. 2000). [Amendment 5; rev.
2 Amendment 6, 7, 8, 9]
3

4 (17) Avista shall design, engineer and construct phase two to avoid dangers to
5 human safety presented by seismic hazards affecting the site that are expected to
6 result from all maximum probable seismic events. As used in this rule “seismic
7 hazard” includes ground shaking, landslide, liquefaction, lateral spreading, tsunami
8 inundation, fault displacement, and subsidence. [Amendment 5; rev. Amendment 6, 8, 9]
9

10 (18) Before beginning construction of phase two, Avista shall submit to ODOE a
11 legal description of the site. The Office shall append the legal description to the site
12 certificate. [Amendment 5; rev. Amendment 6, 8, 9]
13

14 (19) The transfer of Mirant Oregon, LLC’s (Mirant) ownership interest in phase two to
15 Avista shall not occur until (i) the Bankruptcy Court for the Northern District of Texas
16 (the “Bankruptcy Court”) approves the sale of Mirant’s ownership interest in phase two
17 to Avista, (ii) the waiting period required by 15 U.S.C § 18a(a) for the consummation of
18 the acquisition of Mirant’s ownership interest in phase two (the “Waiting Period”) has
19 expired or has been terminated by the Federal Trade Commission and the Assistant
20 Attorney General pursuant to 15 U.S.C. § 18a(b)(2), (iii) the Federal Energy Regulatory
21 Commission has issued such approvals as are necessary for Avista to proceed with the
22 acquisition of Mirant’s interest in phase two, and (iv) (a) Avista delivers to the EFSC
23 evidence of the Bankruptcy Court’s approval of the sale of Mirant’s ownership interest in
24 phase two to Avista, (b) the Waiting Period has expired or the Federal Trade
25 Commission’s website indicates that the Waiting Period has been terminated, (c) Avista
26 provides EFSC with evidence that the Federal Energy Regulatory Commission has issued
27 the approvals necessary for Avista to proceed with the acquisition of Mirant’s interest in
28 phase two, and (d) Avista delivers to EFSC a letter of credit that replaces any existing
29 letter or letters of credit provided by Avista and/or Mirant to satisfy the Mandatory
30 Condition 16. [Amendment 8; rev. Amendment 9]
31
32

33 V. CONDITIONS ISSUED PURSUANT TO EFSC STANDARDS³ 34

35 A. Need for the Facility

36 1. Exemption: OAR 345-23-010

37 PGE, with respect to phase one, and Avista, with respect to phase two, shall, as
38 part of the post-construction completion compliance status certification reports
39 required by Mandatory Condition 3, provide capacity and heat rate performance
40 test reports to document the ability of phase one and phase two to meet the
41 output and fuel efficiency measures as represented in the ASC. [rev. Amendment
42 6, 8, 9]

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

1
2 2. Construction commencement and completion dates
3

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

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

22 (3) If Avista requests an extension of the construction completion deadline for
23 phase two, Avista shall demonstrate that phase two meets the requirements
24 of OAR 345-024-0550 (Feb. 2000) in order for EFSC to approve
25 extending the deadline. [rev. Amendments 3, 6, 8, 9]
26

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

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

33 (1) Prior to commencement of construction of phase two, Avista shall submit to the
34 State of Oregon through the Council a bond, letter of credit or fully-
35 funded escrow account ("escrow account") in the amount of the monetary
36 path payment requirement (in 1998 dollars) as determined by the
37 calculations set forth in Condition V.A.3(4) and based on the estimated
38 heat rate and capacity certified pursuant to Condition V.A.3(5) below and
39 as adjusted in accordance with the terms of this site certificate pursuant to
40 Condition V.A.3(4)(b). For the purposes of this site certificate, the
41 "monetary path payment requirement" means the offset funds determined
42 pursuant to OAR 345-024-0550 and -0560 and the selection and
43 contracting funds determined pursuant to OAR 345-024-0710 that Avista
44 must disburse to the Oregon Climate Trust, as the qualified organization,
45 pursuant to OAR 345-024-0710. The offset fund rate for the monetary
46 path payment requirements shall be \$0.57 per ton of carbon dioxide (in

1 1998 dollars). The calculation of 1998 dollars shall be made using the
2 index set forth below in sub-section (c). [rev. Amendments 5, 6, 8, 9]
3

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

16 (b) If Avista has provided a bond, letter of credit or escrow account prior to
17 commencing construction and if calculations pursuant to Condition
18 V.A.3(6) demonstrate that Avista must increase its monetary path
19 payments, Avista shall increase the bond, letter of credit or escrow
20 account sufficiently to meet the adjusted monetary path payment
21 requirement within the time required by Condition V.A.3(4)(b). Avista
22 may reduce the amount of the bond, letter of credit or escrow account
23 commensurate with payments it makes to the Oregon Climate Trust. [rev.
24 Amendments 5, 6, 8, 9]
25

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

41 (d) If Avista establishes an escrow account for the monetary path payment
42 requirement, the portion of any interest accruing in the escrow account up
43 to the time of disbursement to the Oregon Climate Trust that is equivalent
44 to the 1998 dollar index adjustment (described in sub-section (c)) shall be
45 for the benefit of the Oregon Climate Trust and shall be disbursed to the
46 Oregon Climate Trust for use as specified in OAR 345-024-0710. Any
47 remaining interest that exceeds the 1998 dollar index adjustment at the

1 time of disbursement of funds to the Oregon Climate Trust shall be
2 disbursed to Avista on its request. [rev. Amendments 5, 6, 8, 9]
3

4 (e) Avista shall demonstrate to ODOE prior to the start of commercial
5 operation that it has assumed responsibility for the project's Memorandum
6 of Understanding with The Climate Trust [Amendment 8, rev. Amendment 9].
7
8

9 (2) Avista shall disburse to the Oregon Climate Trust offset funds and contracting
10 and selection funds as requested by the Oregon Climate Trust up to the
11 monetary path payment requirement as determined by the calculations set
12 forth in Condition V.A.3(4) and based on the estimated heat rate and
13 capacity certified pursuant to Condition V.A.3(5) below (in 1998 dollars)
14 and as adjusted in accordance with the terms of this site certificate
15 pursuant to Condition V.A.3(4)(b). Disbursements shall be made in
16 response to requests from the Oregon Climate Trust in accordance with
17 the requirements of OAR345-024-0710. [rev. Amendments 5, 6, 8, 9]
18

19 (3) Notwithstanding anything in this amended site certificate to the contrary, Avista
20 shall have no obligation with regard to offsets, the offset funds and the
21 selection and contracting funds other than to make available to the Oregon
22 Climate Trust the total amount required under this site certificate, nor shall
23 any nonperformance, negligence or misconduct on the part of the Oregon
24 Climate Trust be a basis for revocation of this site certificate or any other
25 enforcement action by the Council with respect to Avista. [rev. Amendment
26 6, 8, 9]
27

28 (4) Avista shall submit all monetary path payment requirement calculations to the
29 ODOE for verification. All calculations shall be made assuming that no
30 steam is supplied for cogeneration. Avista shall use the contracted design
31 parameters for capacity and heat rate for phase two that it reports pursuant
32 to Condition V.A.3(5) to calculate the estimated monetary path payment
33 requirement. Avista shall use the Year One Capacity and Year One Heat
34 Rate that it reports for phase two pursuant to Condition V.A.3(6) to
35 calculate whether it owes additional monetary path payments. [rev.
36 Amendments 5, 6, 8, 9]
37

38 (a) The net carbon dioxide emissions rate for phase two as a base load gas plant
39 shall not exceed 0.675 pounds of carbon dioxide per kilowatt hour of net
40 electric power output, with carbon dioxide emissions and net electric
41 power output measured on a new and clean basis. [rev. Amendment 5]
42

43 (b) When Avista submits the Year One Test report required in Condition
44 V.A.3(6), it shall increase its bond, letter of credit or escrow account for
45 the monetary path payment requirement if the calculation using reported
46 data shows that the adjusted monetary path payment requirement exceeds
47 the monetary path payment requirement for which Avista had provided a

1 bond, letter of credit or escrow account prior to commencing construction,
2 pursuant to Condition V.A.3(1). [rev. Amendment 6, 8, 9]

3
4 (A) Avista shall make the appropriate calculations and increase its bond,
5 letter of credit or escrow account, if necessary, within 30 days of
6 filing its Year One Test report with the Council. [rev. Amendment 6, 8,
7 9]

8
9 (B) In no case shall Avista diminish the bond, letter of credit or
10 escrow account it provides prior to commencing construction or
11 receive a refund from the qualified organization based on the
12 calculations made using the Year One Capacity and the Year One
13 Heat Rate. [rev. Amendment 6, 8, 9]

14
15 (5) Prior to commencement of construction of phase two, Avista shall notify the
16 Council in writing of its final selection of a gas turbine vendor and shall
17 submit written design information to the Council sufficient to verify phase
18 two's designed new and clean heat rate and its nominal electric generating
19 capacity at average annual site conditions. The report shall also include an
20 affidavit or other evidence that Avista or a vendor has guaranteed the heat
21 rate. [rev. Amendments 5, 6, 8, 9]

22
23 (6) Within two months of completion of the first year of commercial operation of
24 phase two, Avista shall provide to the Council a test report (Year One
25 Test) of the actual heat rate (Year One Heat Rate) and nominal generating
26 capacity (Year One Capacity) for phase two, without degradation,
27 assuming no steam is supplied for cogeneration, as determined by a
28 100-hour test at full power completed during the first 12 months of
29 commercial operation, with the results adjusted for the average annual site
30 condition for temperature, barometric pressure and relative humidity and
31 use of alternative fuels, and using a rate of 117 pounds of carbon dioxide
32 per million Btu of natural gas fuel pursuant to OAR 345-001-0010(34),
33 Feb. 2000. [rev. Amendments 5, 6, 8, 9]

34
35 (7) The combustion turbine for phase two shall be fueled solely with natural
36 gas or with synthetic gas with a carbon content per million Btu no greater
37 than natural gas.

38
39 (8) If Avista operates phase two as a cogeneration facility, Avista shall not use
40 steam from phase two to replace steam generated by a biomass fuel at an
41 off-site industrial facility. [rev. Amendment 6, 8, 9]

42
43 4. Carbon Dioxide Emissions Standard for Phase Two with Power Augmentation or
44 Enhancement Technologies: OAR 345-024-0550 through -0720 (Feb. 2000).
45 [Amendment 5 and 6, inclusive]

46

1 This condition shall apply to phase two if Avista identifies power enhancement or
2 augmentation technologies that increase the capacity and heat rate of phase two
3 above the capacity and heat rate that it can achieve as a base load gas plant on a
4 new and clean basis, as reported pursuant to Condition V.A.3(5). All provisions
5 of this condition shall be in addition to the requirements of Condition V.A.3. If
6 the heat rate and capacity of the base load gas plant that Avista reports pursuant
7 to Condition V.A.3(5) include the design and the base load operation of power
8 augmentation or enhancement technologies in excess of 6,600 hours annually on
9 average, this condition shall not apply. The monetary path payment
10 requirements pursuant to Condition V.A.4 shall be supplemental to the
11 monetary path payment requirements pursuant to Condition V.A.3. [rev.
12 Amendment 8, 9]
13

14 (1) Prior to commencement of construction of phase two, Avista shall submit to the
15 State of Oregon through the Council a bond, letter of credit or fully-
16 funded escrow account ("escrow account") in the amount of the monetary
17 path payment requirement (in 2000 dollars) as determined by the
18 calculations set forth in Condition V.A.4(4) and based on the estimated
19 heat rate and capacity certified pursuant to Condition V.A.4(5) below and
20 as adjusted in accordance with the terms of this site certificate pursuant to
21 Condition V.A.4(4)(b). When required concurrently, Avista shall combine
22 any letter(s) of credit required by Condition V.A.4 with the letter(s) of
23 credit required by Condition V.A.3. For the purposes of this site
24 certificate, the "monetary path payment requirement" means the offset
25 funds determined pursuant to OAR 345-024-0590 and 0600 and the
26 selection and contracting funds determined pursuant to OAR 345-024-
27 0710, as modified by Condition V.A.4(4)(b)(D), that Avista must disburse
28 to the Oregon Climate Trust, as the qualified organization, pursuant to
29 OAR 345-024-0710. The offset fund rate for all monetary path payment
30 requirements under Condition V.A.4 shall be \$0.57 per ton of carbon
31 dioxide (in 2000 dollars). The calculation of 2000 dollars shall be made
32 using the index set forth below in sub-section (c). [rev. Amendment 89]
33

34 (a) In the event that the Council approves a new site certificate holder of phase
35 two, the Council shall approve the bond, letter of credit or escrow account
36 from the new site certificate holder(s) unless the Council finds that the
37 proposed bond, letter of credit or escrow account does not provide
38 comparable security to the bond, letter of credit or escrow account of the
39 current site certificate holder. Such approval of a new bond, letter of
40 credit or escrow account will not require a site certificate amendment.
41 The bond, letter of credit or escrow account shall remain in effect until
42 such time as Avista has disbursed the full amount of the monetary path
43 payment requirement to the Oregon Climate Trust as provided in OAR
44 345-024-0710. [Amendment 8, rev. Amendment 9]
45

46 (b) If Avista has provided a bond, letter of credit or escrow account prior to
47 commencing construction and if calculations pursuant to Conditions

1 V.A.4(4)(b) and V.A.4(6) demonstrate that Avista must increase its
2 monetary path payments, Avista shall increase the bond, letter of credit or
3 escrow account sufficiently to meet the adjusted monetary path payment
4 requirement within the time required by Condition V.A.4(4)(b). Avista
5 may reduce the amount of the bond, letter of credit or escrow account
6 commensurate with payments it makes to the Oregon Climate Trust.
7 [Amendment 8, 9]
8

9 (c) The calculation of 2000 dollars shall be made using the US Gross Domestic
10 Product Implicit Price Deflator, as published by the US Department of
11 Commerce, Bureau of Economic Analysis, or any successor agency ("the
12 index"). The amount of the bond, letter of credit or escrow account shall
13 increase annually by the percentage increase in the index and shall be pro-
14 rated within the year to the date of disbursement to the Oregon Climate
15 Trust. If at any time the index is no longer published, the Council shall
16 select a comparable calculation of 2000 dollars. The bond, letter of credit
17 or escrow account shall not be subject to revocation prior to disbursement
18 of the full monetary path payment requirement, including any adjusted
19 monetary path payment requirement. The terms of the bond, letter of
20 credit or escrow account and identity of the issuer shall be subject to
21 approval by the Council, which approval shall not be unreasonably
22 withheld.
23

24 (d) If Avista establishes an escrow account for the monetary path payment
25 requirement, the portion of any interest accruing in the escrow account up
26 to the time of disbursement to the Oregon Climate Trust that is equivalent
27 to the 2000 dollar index adjustment (described in sub-section (c)) shall be
28 for the benefit of the Oregon Climate Trust and shall be disbursed to the
29 Oregon Climate Trust for use as specified in OAR 345-024-0710. Any
30 remaining interest that exceeds the 2000 dollar index adjustment at the
31 time of disbursement of funds to the Oregon Climate Trust shall be
32 disbursed to Avista on its request. [rev Amendment 89]
33

34 (2) Avista shall disburse to the Oregon Climate Trust offset funds and contracting
35 and selection funds as requested by the Oregon Climate Trust up to the
36 monetary path payment requirement as determined by the calculations set
37 forth in Condition V.A.4(4) and based on the estimated heat rate, capacity,
38 and limitations on the annual average hours of operation with power
39 augmentation or enhancement technologies certified pursuant to Condition
40 V.A.4(5) below (in 2000 dollars) and as adjusted in accordance with the
41 terms of this site certificate pursuant to Condition V.A.4(4)(b).
42 Disbursements shall be made in response to requests from the Oregon
43 Climate Trust in accordance with the requirements of OAR 345-024-0710.
44 [Amendment 8, 9]
45

46 (3) Notwithstanding anything in this amended site certificate to the contrary, Avista
47 shall have no obligation with regard to offsets, the offset funds and the

1 selection and contracting funds other than to make available to the Oregon
2 Climate Trust the total amount required under this site certificate, nor shall
3 any nonperformance, negligence or misconduct on the part of the Oregon
4 Climate Trust be a basis for revocation of this site certificate or any other
5 enforcement action by the Council with respect to Avista. [rev. Amendment
6 8, 9]
7

8 (4) Avista shall submit all monetary path payment requirement calculations to
9 ODOE for verification. All calculations shall be made assuming that no
10 steam is supplied for cogeneration. Avista shall use the contracted design
11 parameters for capacity and heat rate for phase two that it reports pursuant
12 to Condition V.A.4(5) to calculate the estimated monetary path payment
13 requirement. Avista shall use the Year One Capacity and Year One Heat
14 Rate that it reports for phase two pursuant to Condition V.A.4(6) to
15 calculate whether it owes additional monetary path payments following
16 the Year One Test and in subsequent five year periods, pursuant to sub-
17 sections (b)(C) and (b)(D). [rev. Amendment 8, 9]
18

19 (a) The net carbon dioxide emissions rate for incremental emissions for phase
20 two operating with power augmentation or enhancement technologies
21 shall not exceed 0.70 pounds of carbon dioxide per kilowatt hour of net
22 electric power output, with carbon dioxide emissions and net electric
23 power output measured on a new and clean basis, as modified by
24 Condition V.A.4(5).
25

26 (b) When Avista submits the Year One Test report required in Condition
27 V.A.4(6), Avista shall increase its bond, letter of credit or escrow account
28 for the monetary path payment requirement if the calculation using
29 reported data shows that the adjusted monetary path payment requirement
30 exceeds the monetary path payment requirement for which Avista had
31 provided a bond, letter of credit or escrow account prior to commencing
32 construction, pursuant to Condition V.A.4(1). [rev. Amendment 8, 9]
33

34 (A) Avista shall make the appropriate calculations and increase its bond,
35 letter of credit or escrow account, if necessary, within 30 days of
36 filing its Year One Test report with the Council. [rev. Amendment 8, 9]
37

38 (B) In no case shall Avista diminish the bond, letter of credit or escrow
39 account it provided prior to commencing construction or receive a
40 refund from the qualified organization based on the calculations
41 made using the Year One Capacity and the Year One Heat Rate or
42 payments required by calculations pursuant to sub-sections (C) and
43 (D). [rev. Amendment 8, 9]
44

45 (C) Each five years after commencing commercial operation of the
46 facility ("five-year reporting period"), Avista shall report to ODOE
47 the annual average hours the facility operated with power

1 augmentation or enhancement technologies during that five-year
2 reporting period, pursuant to OAR 345-024-0590(6). [rev. Amendment
3 8, 9]
4

5 (D) If ODOE determines that phase two exceeds the projected
6 incremental net total carbon dioxide emissions calculated
7 pursuant to Condition V.A.4(4), prorated for five years, during
8 any five-year reporting period described in sub-section (C),
9 Avista shall offset excess emissions for the specific reporting
10 period according to subsection (i) and shall offset the estimated
11 future excess emissions according to subsection (ii) pursuant to
12 OAR 345-024-0600(4). Avista shall offset excess emissions
13 using the monetary path as described in OAR 345-024-0710,
14 except that contracting and selecting funds shall equal twenty
15 (20) percent of the value of any offset funds up to the first
16 \$250,000 (in 2000 dollars) and 4.286 percent of the value of any
17 offset funds in excess of \$250,000 (in 2000 dollars). Avista shall
18 make the funds available to the Oregon Climate Trust within 60
19 days of its notification by ODOE of the amount it owes.[rev.
20 Amendment 8, 9]
21

22 (i) In determining the excess carbon dioxide emissions that Avista
23 must offset for a five-year period, ODOE shall apply OAR
24 345-024-0600(4)(a). Avista shall pay for the excess emissions
25 at \$0.57 per ton of CO2 emissions (in 2000 dollars). ODOE
26 shall notify Avista of the amount of payment required, using
27 the monetary path, to offset excess emissions; [rev. Amendment 8,
28 9]
29

30 (ii) ODOE shall calculate estimated future excess emissions and
31 notify Avista of the amount of payment required, using the
32 monetary path, to offset them. To estimate excess emissions
33 for the remaining period of the deemed 30-year life of the
34 facility, ODOE shall use the parameters specified in OAR 345-
35 024-0600(4)(b). Avista shall pay for the estimated excess
36 emissions at \$ 0.57 per ton of carbon dioxide emissions (in
37 2000 dollars). [rev. Amendment 8, 9]
38

39 (5) Prior to commencement of construction of phase two, Avista shall notify the
40 Council in writing of its final selection of a gas turbine vendor and shall
41 submit written design information to the Council sufficient to verify phase
42 two's designed new and clean heat rate and its nominal electric generating
43 capacity at average annual site conditions when operating with power
44 augmentation or enhancement technologies at full power. Avista shall
45 also specify the limit of the annual average hours Avista will operate the
46 power augmentation or enhancement technologies. Based on such written
47 design and operational information, pursuant to OAR 345-024-0590(1),

1 the Council may approve, upon a request by Avista, modified parameters
2 for testing the power augmentation or enhancement equipment on a new
3 and clean basis in a manner that accommodates technical limitations of the
4 equipment. The Council's approval of modified testing parameters for
5 power augmentation or enhancement equipment shall not require a site
6 certificate amendment. The report shall also include an affidavit or other
7 evidence that Avista or vendor has guaranteed the heat rate for operation
8 with power augmentation or enhancement. [rev. Amendment 8, 9]
9

- 10 (6) Within two months of completion of the first year of commercial operation of
11 phase two, Avista shall provide to the Council a test report (Year One
12 Test) of the actual heat rate (Year One Heat Rate) and nominal generating
13 capacity (Year One Capacity) for phase two operating with power
14 augmentation or enhancement technologies, without degradation,
15 assuming no steam is supplied for cogeneration, as determined by a test at
16 full power completed during the first 12 months of commercial operation,
17 with the results adjusted for the average annual site condition for
18 temperature, barometric pressure and relative humidity and use of
19 alternative fuels, and using a rate of 117 pounds of carbon dioxide per
20 million Btu of natural gas fuel. The full power test shall be 100 hours
21 duration unless the Council has approved a different duration pursuant to
22 Condition V.A.4(5). [rev. Amendment 8, 9]
23

24 B. Standards Relating to the Applicant

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

26
27
28 1. PGE and Avista's Qualifications and Capabilities:
29

30 PGE, with respect to phase one, and Avista, with respect to phase two, shall
31 contractually require the EPC contractor and all independent contractors and
32 subcontractors involved in the construction and operation of the proposed
33 facilities to comply with all applicable laws and regulations and with the terms
34 and conditions of the site certificate. [rev. Amendment 6, 8, 9]
35

36 2. Third-Party Services and Permits

37
38 (i) Water supply

- 39
40 (1) The facility's water use shall not exceed the flow rates and
41 maximum quantities specified in the ASC for the proposed CSCP
42 nor shall the withdrawal rates exceed the limits imposed by the water
43 right permits for the sources supplying the water. [rev. Amendment 6]
44
45 (2) PGE, with respect to phase one, and Avista, with respect to phase
46 two, shall install and operate a continuous, recording flow meter on

1 the facility's process water intake line and maintain records of total
2 process water use on a monthly and annual basis. [rev. Amendment 6, 8,
3 9]
4

5 (ii) Process wastewater disposal
6

7 (1) Within six months of the date the site certificate is executed, PGE
8 shall demonstrate that the Port of Morrow has received DEQ
9 approval to dispose of the CSCP's process wastewater, or commit to
10 install an on-site, zero-discharge water treatment system. [rev.
11 Amendment 6, 8]
12

13 (2) If PGE or Avista use the Port of Morrow's industrial wastewater
14 disposal system, they shall not discharge into the Port's system at
15 flow rates and quantities or in excess of water quality limitations or
16 discharge any materials that would violate any applicable laws and
17 regulations or the conditions of the Port of Morrow's WPCF permit.
18 [rev. Amendment 6, 8, 9]
19

20 (iii) Sanitary wastewater disposal
21

22 PGE, with respect to phase one, and Avista, with respect to phase two,
23 shall not discharge any materials into the City of Boardman sewage
24 treatment system that would violate any applicable laws and regulations or
25 the conditions of the City of Boardman's WPCF permit. [rev. Amendment 6,
26 8, 9]
27
28
29
30

31 (3) Construction and Operation Contracts
32

33 (1) Avista shall retain a fully-qualified engineering, procurement and
34 construction (EPC) contractor to design and construct phase two. Prior to
35 construction of phase two, Avista shall identify for the Council the EPC
36 contractor chosen to design and construct phase two. Avista shall report to
37 the Council any change in the EPC contractor. [rev. Amendments 6, 8, 9]
38

39 (2) Avista shall retain a fully-qualified firm to operate phase two. Prior to
40 commercial operation of phase two, Avista shall identify for the Council
41 the firm chosen to operate phase two. Avista shall report to the Council
42 any change in the firm that operates phase two. [rev. Amendments 6, 8, 9]
43

44 C. Standards Relating to the Site and Structure
45

46 1. Structural Standard: OAR 345-22-020
47

1 a. Seismic hazards

2
3 (1) PGE, with respect to phase one, and Avista, with respect to phase
4 two, shall design and construct phase one and phase two in
5 accordance with and in compliance with the laws and regulations
6 administered by BCA. [rev. Amendment 6, 8, 9]
7

8 (2) Before submitting building permit applications to BCA, PGE, with
9 respect to phase one, and Avista, with respect to phase two, shall re-
10 evaluate peak ground acceleration for the site based on applying an
11 amplification factor determined from its site-specific studies. The
12 permit applicant shall report the results of its reevaluation to ODOE,
13 DOGAMI and BCA. The permit applicant shall design and
14 construct the facility to address any estimate of peak ground
15 acceleration exceeding that covered by seismic zone 2B. [rev.
16 Amendment 6, 8, 9]
17

18 b. Adverse soil impacts

19
20 During construction, PGE, with respect to phase one, and Avista, with
21 respect to phase two, and their subcontractors shall make reasonable
22 efforts to keep soil disturbances to a minimum. [rev. Amendment 6, 8, 9]
23

24 2. Land Use Standard

25
26 PGE and Avista shall comply with the conditions in the variance for the CSCP
27 transmission line granted to applicant by Morrow County on October 25, 1993.
28 [rev. Amendment 6, 8, 9]
29

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

31
32 1. Fish and Wildlife Standard: OAR 345-22-060
33

34 (1) PGE, with respect to phase one, and Avista, with respect to phase two,
35 shall implement the vegetation, fish and wildlife mitigation measures as
36 contained in the ASC (Exhibits N, P and R), and the following mitigation
37 conditions of ODFW: [rev. Amendment 6, 8, 9]
38

39 a. PGE shall design and construct the electrical transmission towers and
40 lines in a manner appropriate for the protection of raptors. [rev. Amendment
41 6]
42

43 b. PGE, with respect to phase one, and Avista, with respect to phase two,
44 shall reseed areas of disturbed soil using the seed composition and
45 planting procedure described in the ASC, Exhibit N. PGE, with respect to
46 phase one, and Avista, with respect to phase two, shall reseed areas where
47 Russian olive trees or tall vegetation is removed using a mix of woody

1 shrubs and perennial grasses to be jointly determined by ODFW and PGE
2 or Avista. [rev. Amendment 6, 8, 9]

3
4 c. PGE shall plant trees between the west side of Messner Pond and the
5 facility site, as described in the ASC, to enhance wildlife habitat around
6 Messner Pond and to provide a visual and auditory buffer between the
7 facility site and Messner Pond. PGE and Avista shall maintain trees in
8 healthy condition and replace trees that die or become unhealthy. [rev.
9 Amendment 6, 8, 9]

10
11 d. The following activities shall be prohibited within 100 feet of the
12 wetland associated with Messner Pond: storage of hazardous materials,
13 chemicals, fuels and lubricating oils; refueling of construction equipment;
14 and performing concrete coating activities.

15
16 e. PGE, with respect to phase one, and Avista, with respect to phase two,
17 shall insure that notification is provided to the ODFW representative in
18 charge of the Heppner District Office at least one week prior to the start of
19 construction for the power plant and transmission lines. [rev. Amendment 6,
20 8, 9]

21
22 f. PGE, with respect to phase one, and Avista, with respect to phase two,
23 shall leave a 50 foot buffer between the edge of construction and the high
24 water line of the wetland area associated with Messner Pond. [rev.
25 Amendment 6, 8, 9]

26
27 g. PGE shall erect a temporary fence and signs to protect the bank swallow
28 nesting colony from disturbance during construction. [rev. Amendment 6]

29
30 (2) PGE, with respect to phase one, and Avista, with respect to phase two,
31 shall, as part of the post-construction completion compliance status
32 certification report required by Mandatory Condition No. 3, provide
33 documentation of the following: a) cooling tower drift rate, including
34 manufacturer specifications and guaranty, and actual field testing of the
35 CSCP cooling tower drift rate; and b) water analysis of the cooling tower
36 circulation water representative of identified actual source water and
37 cycles of concentration. [rev. Amendment 6, 8, 9]

38
39 (3) PGE, with respect to phase one, and Avista, with respect to phase two,
40 shall install, operate and maintain a continuous monitoring system to
41 measure and record the total dissolved solids (TDS) concentration of the
42 cooling tower/condenser circulating water. [rev. Amendment 6, 8, 9]

43
44 (4) The cooling tower drift factor for phase one and phase two shall not
45 exceed 0.002 percent of the circulation rate. PGE, with respect to phase
46 one, and Avista, with respect to phase two, shall not allow the total

1 dissolved solids concentration in the cooling tower/condenser system to
2 exceed 2,084 parts per million. [rev. Amendment 6, 8, 9]

- 3
4 (5) PGE and Avista shall fully comply with the terms and conditions of the
5 December 10, 1993 Ecological Monitoring Program, as revised on January
6 5, 1994, and shall take such actions as deemed appropriate by ODOE, in
7 consultation with ODFW, to fully mitigate adverse impacts to the Messner
8 Pond area, including but not limited to reducing the cycles of
9 concentration in the cooling tower system. [rev. Amendment 6, 8, 9]

10
11 2. Scenic and Aesthetic Standard: OAR 345-22-080

12
13 PGE, with respect to phase one, and Avista, with respect to phase two, shall
14 implement and fulfill the mitigation proposals as contained in the ASC,
15 including site perimeter landscaping with appropriate vegetation; painting
16 building structures and the exhaust stacks in neutral shades; minimizing exterior
17 lighting and directing lights into the facility site; and establishing landscape
18 screening along the perimeter of the proposed power plant site. [rev. Amendment
19 6, 8, 9]

20
21 3. Historic, Cultural, and Archaeological Standard: OAR 345-22-090

22
23 (1) If the area in which artifacts were found is to be disturbed by construction
24 or operation, PGE and/or Avista shall obtain the recommendation of
25 SHPO as to any clearance requirements for the affected area and shall
26 comply with all applicable regulations and laws relating to historic,
27 cultural, and archaeological resources. [rev. Amendment 6, 8, 9]

28
29 (2) If historic, cultural or archaeological resources are found during project
30 construction or construction-related activities, PGE, with respect to phase
31 one, and Avista, with respect to phase two, shall stop all work in the
32 vicinity of the find and consult with the SHPO. The applicant shall not
33 restart work in the area of the find until SHPO has concurred that the
34 applicant has identified actions to minimize or avoid further impact. [rev.
35 Amendment 6, 8, 9]

36
37 (3) PGE and Avista shall comply with all applicable state laws regarding
38 Indian graves, removal of historic materials and archaeological objects and
39 sites. [rev. Amendment 6, 8, 9]

40
41 4. Socio-Economic Impact Standard: OAR 345-22-110

42
43 a. Solid waste

44
45 PGE and Avista shall, at a minimum, test their sludge waste and maintain
46 records as required by DEQ and the landfill operator pursuant to
47 applicable permits and licenses, including testing under the Toxicity

1 Characteristic Leaching Procedure (TCLP), or equivalent per 40 CFR part
2 262.11, Hazardous Waste Determination. [rev. Amendment 6, 8, 9]

3
4 b. Emergency services

5
6 PGE and Avista shall reimburse the Boardman Fire Department for
7 reasonable costs for new training and equipment which is specifically
8 needed, as determined by the State Fire Marshall, to respond to an
9 emergency at the CSCP. [rev. Amendment 6, 8, 9]

10
11 c. Roadways

12
13 PGE and Avista shall mitigate all fogging and icing impacts caused by
14 CSCP to off-site roadways that create hazardous traffic conditions.
15 Mitigation measures, if needed, shall be undertaken and implemented in
16 consultation with the Port of Morrow and other responsible local agencies,
17 and may include, but are not limited to: hazard warning signs, lighting and
18 sanding. [rev. Amendment 6, 8, 9]

19
20 5. Waste Minimization Standard: OAR 345-22-120

21
22 a. Solid wastes

23
24 PGE, with respect to phase one, and Avista, with respect to phase two,
25 shall minimize and recycle solid wastes generated during construction and
26 operation whenever practical, including: [rev. Amendment 6, 8, 9]

27
28 a) packing materials, wood, piping and steel scrap during construction;

29
30 b) spent ion exchange resins used for demineralizing water during plant
31 operation;

32
33 c) waste from the facility's office, including paper products, aluminum
34 cans, glass and plastics.

35
36 b. Industrial wastewater

37
38 If commencement of construction of either phase of the proposed CSCP is
39 delayed beyond two years from the date the site certificate is executed,
40 PGE, with respect to phase one, and Avista, with respect to phase two,
41 shall submit, prior to commencement of construction of that phase, a
42 revised cooling system evaluation that addresses the then available
43 technologies, their costs, savings and benefits. [rev. Amendment 6, 8, 9]

44
45 6. Retirement and Financial Assurance Standard: OAR 345-022-0050 (April 2002)

1 ODOE's April 2002 rulemaking collapsed the Council's then-separate
2 Retirement and Financial Assurance standards into one standard and instituted
3 language changes to the standard. However, the April 2002 rule changes do not
4 apply to PGE or phase one at this time because PGE has not requested an
5 amendment to the Site Certificate subsequent to the that rulemaking.. However,
6 Avista must comply with the updated Retirement and Financial Assurance
7 standard. The retirement portion of the standard is addressed here for Avista.
8 Section IV (16) of this site certificate contains a revised existing condition that
9 fulfills the requirement of the financial assurance portion of the standard. [rev.
10 Amendment 8, 9]
11

12 (a) Upon retirement of the facility, PGE, with respect to phase one shall restore
13 its respective portion of the CSCP site to a useful condition. [rev. Amendment
14 6, 8]
15

16 (b) Upon retirement of the facility, Avista, with respect to phase two, shall
17 restore its portion of the CSCP site to a useful non-hazardous condition
18 following permanent cessation of construction or operation of the facility
19 [rev. Amendment 8, 9]
20

21 E. Noise

22

23 (1) PGE, with respect to phase one, and Avista, with respect to phase two, shall
24 comply with the noise standards and limits contained in OAR 340-35-035 .
25 (1)(b)(B). [rev. Amendment 6, 8, 9]
26

27 (2) PGE, with respect to phase one, and Avista, with respect to phase two, shall, by
28 facility design and the installation of silencers and/or other devices, limit noise
29 emissions from the facility's pressure-relief safety valves such that sound levels
30 attributable to their use do not exceed the limits contained in OAR 340-35-035
31 (1)(b)(B). [rev. Amendment 6, 8, 9]
32

33 (3) PGE, with respect to phase one, and Avista, with respect to phase two, shall
34 retain a registered acoustical consultant to conduct noise monitoring to
35 determine compliance with conditions (1) and (2) above and provide a report of
36 that monitoring to ODOE within 120 days after beginning commercial operation
37 of the proposed facility. [rev. Amendment 6, 8, 9]
38

39 F. Public health and safety

40

41 To the extent possible, consistent with BPA's specifications, PGE shall design and
42 construct the transmission line in accordance with the requirements of OAR 345-24-
43 090: [rev. Amendment 6]
44

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

- 1
2 (b) The transmission line shall be designed so that induced currents
3 resulting from the transmission line and related facilities will be as
4 low as reasonably achievable. PGE and Avista agree to a program
5 which shall provide reasonable assurance that all fences, gates, cattle
6 guards, trailers, or other objects or structures of a permanent nature
7 that could become inadvertently charged with electricity shall be
8 grounded through the life of the line; and [rev. Amendment 6, 8, 9]
9
- 10 (c) The transmission line shall be designed and constructed, and
11 operated in a manner consistent with the 1993 edition of National
12 Electrical Safety Code (American National Standards Institute,
13 Section C2, 1993 edition).
14

15 VI. MONITORING CONDITIONS

16
17 OAR Chapter 345, Division 26 contains monitoring and reporting requirements for thermal
18 power plants with site certificates. The following monitoring and reporting requirements are
19 intended to achieve the purpose, expressed in OAR 345-26-005, "...to assure that the
20 construction and operation of thermal power plants is accomplished in a manner consistent with
21 the protection of the public health, safety and welfare, and the protection of the environment."
22

23 As provided in OAR 345-26-015(3), in the event that any of the specific monitoring or reporting
24 conditions contained in the site certificate conflict or are inconsistent with the rules and
25 requirements of OAR Chapter 345, Division 26, the site certificate conditions shall be deemed to
26 control.
27

- 28 (1) PGE, with respect to phase one, and Avista, with respect to phase two, shall submit to
29 EFSC a report at least quarterly from the start of construction to commercial operation of
30 phase two. The report shall include, but is not limited to: [rev. Amendment 6, 8, 9]
31
- 32 (a) an assessment of the construction schedule for each phase, including any changes
33 to major milestones that affect the critical path for construction; [rev. Amendment 6]
 - 34
 - 35 (b) an assessment of the then known costs and costs projections for the CSCP in
36 relation to the applicant's then current least cost plan;
 - 37
 - 38 (c) an assessment of the construction staffing, including status of staffing and any
39 staffing problems that may affect construction schedule;
 - 40
 - 41 (d) any significant work stoppage;
 - 42
 - 43 (e) any noncompliance with the conditions of the site certificate, including the
44 background of the causes of the noncompliance, the mitigation or correction of the
45 noncompliance and the impact of the noncompliance on the project schedule or
46 financing;

1
2 (f) any noncompliance with the conditions of permits issued by any other federal,
3 state or local authority, including the background of the causes of the noncompliance,
4 the mitigation or correction of the noncompliance, and the impact of the
5 noncompliance on the project schedule or financing;
6

7 (g) any noncompliance with the conditions of permits issued to third parties that are
8 known to PGE or Avista and that are significant and relevant to the construction or
9 operation of the facility, such as Water Rights Permits or Water Pollution Control
10 Facility Permits, including the background of the causes of the noncompliance, the
11 mitigation or correction of the noncompliance, and the impact of the violation on the
12 project schedule or financing; [rev. Amendment 6, 8, 9]
13

14 (h) copies of all correspondence and reports related to facility construction submitted
15 to a federal, state, or local authority, except material withheld from public disclosure
16 under federal or state law. Abstracts of reports may be submitted in place of full
17 reports. However, full copies of abstracted reports must be provided at the request of
18 ODOE or EFSC; [rev. Amendment 9]
19

20 (i) any other information that EFSC requests that is considered necessary to monitor
21 and evaluate compliance by PGE or Avista with the terms and conditions of the site
22 certificate. [rev. Amendment 6, 8, 9]
23

24 (2) PGE, with respect to phase one, and Avista, with respect to phase two, shall submit to
25 the EFSC an annual report from the start of commercial operation of the first unit through
26 retirement of the last operating unit. The annual report shall include, but is not limited to:
27 [rev. Amendment 6, 8, 9]
28

29 (a) results of performance tests, including project efficiency testing, summaries of
30 fuel use, average volume and mass of steam supplied to any cogeneration host and
31 the estimated fuel used to generate any host steam load;
32

33 (b) in the first report submitted after commencement of commercial operation, unit
34 heat rate in Btu per kilowatt hour produced, corrected to ISO conditions and
35 accounting for steam delivered to any steam host, and also facility capacity corrected
36 to 52.8° F, 55% relative humidity, standard air pressure adjusted for elevation, no
37 steam to process, natural gas fuel, and normal steam turbine exhaust pressure, net of
38 plant auxiliary loads;
39

40 (c) the power production by the facility by unit, by month, including peak capacity,
41 average capacity, gross and net kilowatt hour production, availability, reasons and
42 durations of planned and unplanned outages, plans to improve capacity and
43 availability and to correct recurring problems;
44

45 (d) an assessment of the operations staffing, including status of staffing and any
46 staffing problems that may affect facility operation;
47

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

5
6 (f) any noncompliance with the conditions of permits issued by any other federal,
7 state or local authority, including the background of the causes of the noncompliance,
8 the mitigation or correction of the noncompliance, and the impact of the
9 noncompliance on the project operation or financing;

10
11 (g) any noncompliance with the conditions of permits issued to third parties that are
12 known to the applicant and that are significant and relevant for the operation of the
13 facility, such as Water Right Permits or Water Pollution Control Facility Permits,
14 including the background of the causes of the noncompliance the mitigation or
15 correction of the noncompliance, and the impact of the noncompliance on the project
16 operation or financing;

17
18 (h) copies of all correspondence related to facility operation which was submitted to
19 a federal, state, or local authority, except material withheld from public disclosure
20 under federal or state law. Abstracts of reports may be submitted in place of full
21 reports. However, full copies of abstracted reports must be provided at the request of
22 ODOE or EFSC; [rev. Amendment 9]

23
24 (i) an assessment of the project's cost of operation in relation to the applicant's then-
25 current least cost plan;

26
27 (j) any other information that EFSC requests that is considered necessary to monitor and
28 evaluate the applicant's compliance with the terms and conditions of the site
29 certificate.

30
31 (3) Information To Be Reported Promptly

32
33 (a) PGE, with respect to phase one, and Avista, with respect to phase two, shall report
34 to ODOE within 72 hours of receiving knowledge of noncompliance with the
35 conditions of the site certificate arising from the acts or omissions of PGE, Avista,
36 their contractors, subcontractors or agents; [rev. Amendment 6, 8, 9]

37
38 (b) PGE, with respect to phase one, and Avista, with respect to phase two, shall report
39 to ODOE within 24 hours of receiving knowledge of any condition arising from the
40 construction and operation of the facility that endangers public health and safety. [rev.
41 Amendment 6, 8, 9]

42
43 VII. AMENDMENT OF SITE CERTIFICATION AGREEMENT

44
45 PGE, Avista and EFSC recognize that, because of the length of time that may pass between the
46 date on which this Agreement is executed and the date on which construction will commence,

1 and that will pass between the time construction is commenced and the energy facility is retired,
2 it may be necessary to amend this Agreement. [rev. Amendment 8, 9]

3
4 Amendments shall be made in accordance with OAR Chapter 345, Division 27 or EFSC rules
5 applicable and in effect at the time the amendment is sought.⁴
6

7
8 VIII. SUCCESSORS AND ASSIGNS
9

10 No site certificate, or any portion thereof, may be transferred, assigned, or disposed of in any
11 other manner, directly or indirectly, except in compliance with OAR 345-27-100 or EFSC rules
12 applicable and in effect at the time such action is proposed.
13

14 IX. SEVERABILITY AND CONSTRUCTION
15

16 If any provision of this agreement and site certificate is declared by a court to be illegal or in
17 conflict with any law, the validity of the remaining terms and conditions shall not be affected,
18 and the rights and obligations of the parties shall be construed and enforced as if the agreement
19 and site certificate did not contain the particular provision held to be invalid.
20

21 In the event of a conflict between the warranties and conditions contained in this site certificate
22 and EFSC's final order, the warranties and conditions contained in this site certificate shall
23 control.
24

25 X. GOVERNING LAW AND FORUM
26

- 27 A. This agreement shall be governed by the laws of the State of Oregon.
28 B. Any litigation or arbitration arising out of this agreement shall be conducted in an
29 appropriate forum in Oregon.
30

31 XI. CONDITIONS ISSUED PURSUANT TO APPLICANT REPRESENTATIONS

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

“Notwithstanding the latter statement in Section VII, OAR 345-27-011 states that the Council's current rules in Division 27 do not apply to facilities for which a site certificate was executed before November 30, 1994, unless the site certificate is amended to include the applicability of the rules in this division. This amendment would apply the current rules at OAR 345-27-050 through OAR 345-27-080, and OAR 345-27-095 to this site certificate.

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

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

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

3
4 1. PGE, with respect to phase one, and Avista, with respect to phase two, shall notify the
5 Council of any modifications to the ownership of the controlling interest of their respective
6 corporations. [rev. Amendment 6, 8, 9]

7
8 2. PGE shall notify the Council of any change of the identity of the operator of the
9 facility.

10
11 3. **[deleted Amendment 10]**

12
13 4. **[deleted Amendment 10]**

14
15
16 5. All chemicals listed in section 4.7 of Exhibit B shall be stored in approved storage
17 containers consistent with industry standards for the particular chemical. All chemical
18 storage systems shall have provisions for secondary containment to prevent uncontrolled
19 spills to the environment. (p. B-8)

20
21 6. PGE, with respect to phase one, and Avista, with respect to phase two, shall
22 implement fire protection and life safety design features as described at Section 4.10 of
23 Exhibit B. (pp. B-9 and B-10) [rev. Amendment 6, 8, 9]

24
25 7. **[deleted Amendment 10]**

26
27
28 8. All equipment drain wastewater shall be processed in an oil/water separator designed
29 to remove oil contamination down to 10 ppm in the discharge water. Storm water collected
30 within the fuel tank area shall be ... processed through the facility oil/water separator down
31 to 10 ppm oil in the discharge water. (pp. B-11)

32
33 9. Code classifications and requirements described in Section 5.2 of Exhibit B shall
34 apply to the energy facility and to any modifications. (p. B-14)

35
36 10. Aircraft warning lights shall be installed on the heat recovery boiler stacks if required
37 by the FAA. (pp. B-22)

38
39 11. Equipment layout shall allow access for fire fighting or responses to any spills when
40 required. (p. B-29)

41
42 12. The facility shall be designed, constructed, tested and operated in accordance with the
43 codes and standards normally used for this type of facility. Where State of Oregon codes
44 or local codes specify added or more stringent requirements, these requirements shall be
45 incorporated into the facility design and construction. Codes listed in Exhibit B, Section
46 8.0 shall apply. (pp. B-30)

1
2 13. All of the equipment listed on Table B-2 may be constructed. PGE may construct the
3 fuel oil-related equipment shown on Figure B-M10. However, PGE shall not use fuel oil
4 for electric generation or steam production without prior Council approval.
5

6 14. Acid and caustic shall each be stored in individual carbon steel storage tanks. The
7 tanks shall be located above ground within a concrete containment bermed area. The
8 bermed area shall contain sump pumps allowing any leakage to be transferred to the
9 neutralization system. These tanks shall be located outdoors with appropriate weather
10 protection. Handling of these materials shall be in accordance with approved industry
11 standard practice as well as federal, state and local regulations. (p. F-4)
12

13 15. The ammonia storage system shall be designed to the requirements outlined in
14 American National Standard Institute (ANSI) K61.1, Safety Requirements for the Storage
15 and Handling of Anhydrous Ammonia. (p F-4)
16

17 16. The hydrogen storage and transfer system shall comply with the guidelines
18 established in section VIII of the American Society of Mechanical Engineers (ASME)
19 Boiler and Pressure Vessel Code and in ANSI B31.1 of the American National Standard
20 Code for Pressure Piping. Other codes that shall be followed include the National
21 Electrical Code (NEC) Article 500, NFPA 496, ANSI/AWS D1.1 The area immediately
22 around the hydrogen generators and storage system area shall be an NFPA/NEC Class I,
23 Division II, Group B Hazardous Area. (p. F-4)
24

25 17. For miscellaneous materials described in section 2.7 (p. F-6), appropriate safety
26 measures shall be taken around the storage sites. Handling and storage of these items shall
27 be strictly in accordance with approved procedures to provide safe storage of the
28 substances. (p. F-5)
29

30 18. To ensure proper safe handling of the natural gas, the entire system shall be installed
31 and operated in accordance with the NFPA 54; Natural Fuel Gas Code, Part 2; Gas Piping
32 System Design, Materials and Components, Part 3; Gas Pipe installation, Part 4; and
33 Inspection, Testing and Purging. The piping shall be designed in accordance with ANSI
34 B31.8. (p. F-6)
35

36 19. Fuel control systems on the gas turbines shall include separate fuel shutoff valves to
37 stop all fuel flow to the unit under shutdown conditions. Fuel flow shall restart when all
38 permissive firing condition have been satisfied. Each fuel shutoff valve shall have a
39 mechanical device for local manual tripping and a means for remote tripping. A vent valve
40 shall be provided on the fuel gas system to vent automatically the piping downstream of the
41 shutoff valve when the fuel shutoff valve closes. Gas shutoff valves shall be installed at the
42 utility pipeline connection point as well as at the facility. The area immediately around the
43 gas system shall be a NFPA/NEC Class I, Division II, Group D Hazardous Area.
44 Operations in the area shall be in accordance with this classification and accepted industrial
45 standards of practice and procedures. (p. F-7)
46

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

3
4 21. PGE, with respect to phase one, and Avista, with respect to phase two, shall handle
5 and dispose of construction waste as described in Section 4.1 of the ASC. (pp. F-7 and
6 F-8). [rev. Amendment 6, 8, 9]

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

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

15
16 24. PGE, with respect to phase one, and Avista, with respect to phase two, shall set back
17 heavy plant facilities a minimum of 60 feet from the edge of the irrigation pond to the east
18 of the facility site. (p. G-6) [rev. Amendment 6, 8, 9]

19
20 25. PGE, with respect to phase one, and Avista, with respect to phase two, shall plant fill
21 slopes with vegetation to prevent surface erosion. (p. G-7) [rev. Amendment 6, 8, 9]

22
23 26. PGE, with respect to phase one, and Avista, with respect to phase two, shall
24 implement mitigation measures as described in section 4.0 of the ASC. (p. G-8) [rev.
25 Amendment 6, 8, 9]

26
27 27. PGE, with respect to phase one, and Avista, with respect to phase two, shall
28 implement mitigation measures to vegetation impacts described in section 6.0 of the ASC.
29 (p. N-4) [rev. Amendment 6, 8, 9]

30
31 28. PGE, with respect to phase one, and Avista, with respect to phase two, shall
32 implement mitigation measures described in section 5.0 of the ASC. (p. P-4) [rev.
33 Amendment 6, 8, 9]

34
35 29. PGE, with respect to phase one, and Avista, with respect to phase two, shall
36 implement mitigation measures described in section 5.0. (p. R-10) [rev. Amendment 6, 8, 9]

37
38 30. PGE, with respect to phase one, and Avista, with respect to phase two, shall
39 implement mitigation measures described in Exhibit W, unless those are superseded by
40 more detailed measures described in the Council's final order of September 16, 1994 or in
41 the site certificate. [rev. Amendment 6, 8, 9]

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

45
46 1. The CSCP shall not exceed permitted emission levels, total emissions or the
47 allowable amount of distillate fuel use stated in its Air Contaminant Discharge Permit

1 (amended for distillate fuel burning). The CSCP's use of distillate fuel in its phase one
2 combustion turbine in any year shall not exceed an amount of 10 percent of the expected
3 total fuel use, on a Btu higher heating value basis. [rev. Amendment 3]
4

5 2. PGE shall not use #2 low sulfur distillate fuel oil in its phase one turbine at CSCP
6 prior to receiving an amended Air Contaminant Discharge Permit from the Department of
7 Environmental Quality authorizing it to burn distillate fuel. [rev. Amendment 3]
8

9 3. PGE shall prepare a Spill Prevention Control and Countermeasures Plan meeting
10 federal standards and fully implement it within one year of storing distillate fuel at CSCP.
11

12 4. PGE shall prepare a response plan meeting the requirements of a Federal Response
13 Plan for CSCP suitable for submission to the U.S. Environmental Protection Agency
14 Regional Administrator prior to beginning filling the second distillate oil storage tank.
15

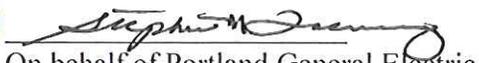
16 IN WITNESS WHEREOF, this Site Certificate has been executed by the State of Oregon, acting
17 by and through its Energy Facility Siting Council, Portland General Electric Company, and
18 Avista Corporation. [rev. Amendment 6, 7, 8, 9, 10]



W. Bryan Wolfe
Chair, Energy Facility Siting Council

Date: 5-7-13




On behalf of Portland General Electric
Company **STEPHEN M. QUENNOZ**

Date: 6-4-13



On behalf of Avista Corporation

Date: 5/16/13