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

(Incorporating Amendments #1 Through #9)

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

1 or Avista shall continue to exercise enforcement authority over such permit, license or
2 other approval. [rev. Amendment 6, 8, 9]
3

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

10 C. The State, PGE and Avista shall abide by local ordinances and state law and the rules
11 of EFSC in effect on the date the site certificate is executed. In addition, upon a clear
12 showing of a significant threat to the public health, safety or the environment that
13 requires application of later-adopted laws or rules, EFSC may require compliance
14 with such later-adopted laws or rules. [rev. Amendment 6, 8, 9]
15

16 D. PGE shall be solely responsible for compliance with conditions or portions of
17 conditions addressed to PGE or phase one specifically. Avista shall be solely
18 responsible for compliance with conditions or portions of conditions addressed to
19 Avista or phase two specifically. PGE and Avista shall be jointly responsible for all
20 aspects of the site and facility that are common to both phase one and phase two or that
21 the site certificate does not identify as specific to phase one or phase two. All
22 conditions that the site certificate does not identify as applicable to PGE or Avista
23 specifically, or that involve an aspect of the site or facility that are common to both
24 phase one and phase two, shall apply to PGE and Avista jointly. In the event of any
25 violations of such non-phase-specific conditions or portions of conditions by either
26 party, EFSC may direct any appropriate inquiries to either party, but if EFSC is able to
27 identify one of the parties as the party responsible for committing the violation, EFSC
28 shall address its initial demand for remedial action to that party. [rev. Amendment 6, 8, 9]
29

30 E.

31 II. DESCRIPTION OF THE FACILITY 32

33 A. Description of the Site 34

35 1. Power Plant Site 36

37
38 The proposed CSCP plant site consists of approximately 20 acres within the Port of
39 Morrow Industrial Park. The Port of Morrow Industrial Park occupies 5,700 acres of
40 land east of the City of Boardman and along the Columbia River.
41

42 The plant site is located approximately 1,500 feet due south of the Columbia River
43 and is immediately south of the bank and berm created by the Union Pacific
44 Railroad's east-west mainline. The site's western boundary is Ullman Boulevard. Its
45 southern boundary is along an existing gravel roadway and utility corridor. The site is
46 about 450 feet west of Messner Pond and a small pond created by an ongoing

1 dredging operation lies along the eastern edge of the plant site. The exact location of
2 the plant site is shown by figures C-C2 and C-C3 of the application for site certificate,
3 which are made part of and incorporated into this site certificate by reference.
4

5 2. Transmission Line Corridor

6
7 The transmission line serving the plant will be approximately 1.5 miles long. The line
8 will occupy land owned by the Port of Morrow and the City of Boardman. The
9 transmission line will run from the south end of the plant site eastward along the
10 existing roadway and utility corridor. For a short distance at its eastern extremity, the
11 line will cross fields that are or have been under cultivation. The exact location of the
12 transmission line corridor is shown in figure C-C2 of the application for site
13 certificate.
14

15 B. Description of Facilities

16 1. Power Plant

17
18
19 The proposed CSCP facilities will consist of several structures: a turbine generator
20 building; heat recovery steam generator (boiler) structures; two 210 feet high exhaust
21 stacks; a water treatment and auxiliary equipment building; auxiliary boilers; an
22 administrative and control building; water treatment chemical tanks; and electrical
23 transformation and substation facility structures.
24

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

37 Electrical transformation and substation facilities will be constructed adjacent to the
38 power plant at the south end of the site.
39

40 The proposed CSCP power plant (both units) will use up to 27,400,000 million
41 British thermal units of natural gas fuel per year. The power plant shall be supplied
42 by a natural gas pipeline that will run approximately 15 miles between the site and
43 Ione, Oregon. The supply pipeline will interconnect with an interstate natural gas
44 transmission line and will be owned and operated by another company. The supply
45 pipeline will be permitted through the Federal Energy Regulatory Commission and is

1 not considered to be a related facility under the jurisdiction and siting review
2 authority of the Energy Facility Siting Council.

3
4 2. Electrical Transmission Line

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

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

15
16 III. WARRANTIES

17
18 ORS 469.401(3) requires that:

19
20 "The site certificate shall contain the warranties of the applicant as to the ability of the
21 applicant to comply with standards of financial ability and to construct and operate
22 the energy facility, the applicant's provisions for protection of the public health and
23 safety and for time of completion of construction."
24

25 The following warranties are necessary to meet the above statutory requirements and to ensure
26 and facilitate compliance with and enforcement of EFSC standards and the policy directives of
27 ORS chapter 469:

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

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

39
40 (3) PGE, with respect to phase one, and Avista, with respect to phase two, represent and
41 warrant that they will undertake and complete construction of phase one and phase two of

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 the CSCP according to the conditions of the construction commencement and completion
2 dates at V.A.2. [rev. Amendment 6, 8, 9]

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

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

13 IV. MANDATORY CONDITIONS

14
15
16 The following mandatory conditions are either specifically required by OAR 345-27-020 or are
17 appropriate under OAR 345-27-020(4)(o) or OAR 345-027-0023 (Feb. 2000) to address project
18 and site-specific conditions and requirements. These mandatory conditions shall apply in
19 addition to, and should be read together with, the specific additional conditions provided in this
20 site certificate to ensure compliance with the siting standards of OAR Chapter 345, Divisions 22,
21 23 and 24.

22
23 (1) PGE, with respect to phase one, and Avista, with respect to phase two, shall comply
24 with all applicable laws, regulations and ordinances of state, federal and local authorities,
25 including all conditions contained in any permits, licenses and approvals issued by such
26 authorities. PGE and Avista shall comply with the conditions of the site certificate. The
27 duty of PGE and Avista to comply applies notwithstanding a failure or oversight in the
28 proposed order or site certificate to identify all applicable laws, regulations and ordinances.
29 PGE and Avista shall design, construct, operate and retire phases one and two, respectively,
30 in accordance with the requirements of the Oregon Energy Facility Siting Statute, ORS
31 469.300 et seq., and EFSC rules applicable to the facility. [rev. Amendment 6, 8, 9]

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

36
37 (3) No later than 90 days following the beginning of commercial operation of each phase,
38 the owner of that phase shall submit to EFSC a written report certified by an Oregon
39 registered structural engineer documenting the following: (a) facility construction
40 consistent with the project description and operating statement of the ASC, as modified or
41 amended by the site certificate; (b) fulfillment of and compliance with all design and
42 construction-related conditions of the site certificate, including all applicable mitigation
43 measures; and (c) compliance with or statement as to the ability to comply with all
44 applicable state, federal and local permits, licenses and approvals issued for the project,

1 including, but not limited to, compliance with Oregon Building Codes Agency (BCA)²
2 building permits and Oregon Public Utility Commission (OPUC)—Safety Section design
3 requirements. [rev. Amendment 6]
4

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

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

18 (6) PGE shall not commence construction on any part of the facility and related or
19 supporting facilities (including clearing of rights-of-way, but excepting survey and
20 geotechnical investigations), until PGE has filed with EFSC documentation of ownership,
21 control or access to the entire plant site and the entire transmission corridor. [rev. Amendment
22 6]
23

24 (7) PGE, with respect to phase one, and Avista, with respect to phase two, shall, to the
25 extent practicable, restore vegetation and landscape portions of the site disturbed by
26 construction of their respective phases in a manner which is compatible with its
27 surroundings; and, upon completion of construction, dispose of all temporary structures not
28 required for future use and all used timber, brush, refuse, or flammable material resulting
29 from the clearing of lands or from construction of the facility. [rev. Amendment 6, 8, 9]
30

31 (8) PGE, with respect to phase one, and Avista, with respect to phase two, shall notify the
32 Oregon Department of Energy (ODOE), Oregon Department of Geology and Mineral
33 Industries (DOGAMI) and the Oregon Department of Water Resources (DWR) in advance
34 of further geotechnical investigations and trenching on the project site to allow the
35 opportunity for agency representatives to inspect the work. [rev. Amendment 6, 8, 9]
36

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

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

7 (11) At least 5 years prior to retirement of each phase of CSCP, PGE, with respect to phase
8 one, and Avista, with respect to phase two, shall submit a retirement plan to EFSC subject
9 to review and approval by EFSC. The plan shall describe how the site will be restored
10 adequately to a useful condition, including options for post-retirement land use, information
11 on how impacts to fish, wildlife and the environment will be minimized during the
12 retirement process and measures to protect the public against risk or danger resulting from
13 post-retirement site conditions. The owner of each phase shall restore the site to a useful
14 condition following retirement. [rev. Amendment 6, 8, 9]
15

16 (12) This site certificate shall expire at the end of the useful life of both phases of the
17 energy facility. Application for termination of the site certificate shall be made in
18 accordance with the provisions of OAR 345-27-110. [rev. Amendment 6, 8]
19

20 (13) The conditions in this site certificate may not be changed during the term of the site
21 certificate except as provided in OAR Chapter 345, Division 27.
22

23 (14) If a visitor information facility is provided at the site, information regarding
24 conservation of energy and the means by which it may be accomplished shall be included
25 with any energy facility information provided.
26

27 (15) Before beginning construction of phase two of the facility, Avista, shall submit to the
28 State of Oregon through the Council a bond, letter of credit or fully-funded escrow account
29 naming the State of Oregon, acting by and through the Council, as beneficiary or payee in
30 the amount of \$2,500,000 (in 1993 dollars). The calculation of 1993 dollars shall be made
31 using the index set forth below in sub-section (b). [Amendment 5; rev. Amendment 6, 7, 8, 9]
32

33 (a) The terms of the bond, letter of credit or fully-funded escrow account and identity
34 of the issuer shall be subject to approval by the Council, which approval shall not be
35 unreasonably withheld. The bond, letter of credit or fully-funded escrow account
36 shall not be subject to revocation or reduction prior to the time Avista has established
37 the financial mechanism or instrument described in Mandatory Condition IV(16) and
38 has fully funded the obligation. [Amendment 5; rev. Amendment 6, 7, 8, 9]
39

40 (b) The calculation of 1993 dollars shall be made using the US Gross Domestic
41 Product Implicit Price Deflator, as published by the US Department of Commerce,
42 Bureau of Economic Analysis, or any successor agency ("the index"). The amount of
43 the bond, letter of credit or fully-funded escrow account shall increase annually by the
44 percentage increase in the index and shall be pro-rated within the year to the date of

1 retirement. If at any time the index is no longer published, the Council shall select a
2 comparable calculation of 1993 dollars. [Amendment 5]
3

4 (16) Before beginning operation of phase two of the facility, Avista shall establish a bond,
5 letter of credit or fully-funded escrow account, satisfactory to the Council, assuring the
6 availability of adequate funds throughout the life of phase two of the facility to retire phase
7 two of the facility and restore the site to a useful, non-hazardous condition as described in
8 OAR 345-022-0050 (April 2002). Avista shall retire the facility according to an approved
9 final retirement plan, as described in OAR 345-027-0110 (Feb. 2000). [Amendment 5; rev.
10 Amendment 6, 7, 8, 9]
11

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

18 (18) Before beginning construction of phase two, Avista shall submit to ODOE a
19 legal description of the site. The Office shall append the legal description to the site
20 certificate. [Amendment 5; rev. Amendment 6, 8, 9]
21

22 (19) The transfer of Mirant Oregon, LLC's (Mirant) ownership interest in phase two to
23 Avista shall not occur until (i) the Bankruptcy Court for the Northern District of Texas
24 (the "Bankruptcy Court") approves the sale of Mirant's ownership interest in phase two to
25 Avista, (ii) the waiting period required by 15 U.S.C § 18a(a) for the consummation of the
26 acquisition of Mirant's ownership interest in phase two (the "Waiting Period") has
27 expired or has been terminated by the Federal Trade Commission and the Assistant
28 Attorney General pursuant to 15 U.S.C. § 18a(b)(2), (iii) the Federal Energy Regulatory
29 Commission has issued such approvals as are necessary for Avista to proceed with the
30 acquisition of Mirant's interest in phase two, and (iv) (a) Avista delivers to the EFSC
31 evidence of the Bankruptcy Court's approval of the sale of Mirant's ownership interest in
32 phase two to Avista, (b) the Waiting Period has expired or the Federal Trade
33 Commission's website indicates that the Waiting Period has been terminated, (c) Avista
34 provides EFSC with evidence that the Federal Energy Regulatory Commission has issued
35 the approvals necessary for Avista to proceed with the acquisition of Mirant's interest in
36 phase two, and (d) Avista delivers to EFSC a letter of credit that replaces any existing
37 letter or letters of credit provided by Avista and/or Mirant to satisfy the Mandatory
38 Condition 16. [Amendment 8; rev. Amendment 9]
39
40
41

V. CONDITIONS ISSUED PURSUANT TO EFSC STANDARDS³

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 A. Need for the Facility

3 1. Exemption: OAR 345-23-010

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

10
11 2. Construction commencement and completion dates

12
13 (1) PGE shall begin construction of phase one within one year after the site
14 certificate is executed. This one-year time period shall be tolled during
15 any appeal that is taken of the Energy Facility Siting Council Order.
16 Notwithstanding the tolling of the one-year time period for
17 commencement of construction, PGE shall complete construction of phase
18 one by September 16, 1998. Avista shall complete construction of phase
19 two by September 16, 2003. Completion of construction of phase two
20 means the date of commercial operation of phase two. [rev. Amendments 4, 5,
21 6, 8, 9]

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

30
31 (3) If Avista requests an extension of the construction completion deadline for
32 phase two, Avista shall demonstrate that phase two meets the requirements
33 of OAR 345-024-0550 (Feb. 2000) in order for EFSC to approve
34 extending the deadline. [rev. Amendments 3, 6, 8, 9]

35
36 (4) The construction completion deadline for phase two will not be tolled for
37 reason of appeal of the EFSC's Order. [rev. Amendments 3, 4, 5]

38
39 3. Carbon Dioxide Emissions Standard for Phase Two: OAR 345-024-0550
40 through 0720 (Feb. 2000). [Amendment 3, inclusive]

41
42 (1) Prior to commencement of construction of phase two, Avista shall submit
43 to the State of Oregon through the Council a bond, letter of credit or fully-
44 funded escrow account ("escrow account") in the amount of the monetary
45 path payment requirement (in 1998 dollars) as determined by the
46 calculations set forth in Condition V.A.3(4) and based on the estimated

1 heat rate and capacity certified pursuant to Condition V.A.3(5) below and
2 as adjusted in accordance with the terms of this site certificate pursuant to
3 Condition V.A.3(4)(b). For the purposes of this site certificate, the
4 "monetary path payment requirement" means the offset funds determined
5 pursuant to OAR 345-024-0550 and -0560 and the selection and
6 contracting funds determined pursuant to OAR 345-024-0710 that Avista
7 must disburse to the Oregon Climate Trust, as the qualified organization,
8 pursuant to OAR 345-024-0710. The offset fund rate for the monetary
9 path payment requirements shall be \$0.57 per ton of carbon dioxide (in
10 1998 dollars). The calculation of 1998 dollars shall be made using the
11 index set forth below in sub-section (c). [rev. Amendments 5, 6, 8, 9]
12

13 (a) In the event that the Council approves a new site certificate holder of
14 phase two, the Council shall approve the bond, letter of credit or escrow
15 account from the new site certificate holder(s) unless the Council finds
16 that the proposed bond, letter of credit or escrow account does not provide
17 comparable security to the bond, letter of credit or escrow account of the
18 current site certificate holder. Such approval of a new bond, letter of
19 credit or escrow account will not require a site certificate amendment. The
20 bond, letter of credit or escrow account shall remain in effect until such
21 time as the site certificate holder has disbursed the full amount of the
22 monetary path payment requirement to the Oregon Climate Trust as
23 provided in OAR 345-024-0710. [rev. Amendments 5, 6]
24

25 (b) If Avista has provided a bond, letter of credit or escrow account prior
26 to commencing construction and if calculations pursuant to Condition
27 V.A.3(6) demonstrate that Avista must increase its monetary path
28 payments, Avista shall increase the bond, letter of credit or escrow account
29 sufficiently to meet the adjusted monetary path payment requirement
30 within the time required by Condition V.A.3(4)(b). Avista may reduce the
31 amount of the bond, letter of credit or escrow account commensurate with
32 payments it makes to the Oregon Climate Trust. [rev. Amendments 5, 6, 8, 9]
33

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

1 to approval by the Council, which approval shall not be unreasonably
2 withheld. [rev. Amendment 5]
3

4 (d) If Avista establishes an escrow account for the monetary path payment
5 requirement, the portion of any interest accruing in the escrow account up
6 to the time of disbursement to the Oregon Climate Trust that is equivalent
7 to the 1998 dollar index adjustment (described in sub-section (c)) shall be
8 for the benefit of the Oregon Climate Trust and shall be disbursed to the
9 Oregon Climate Trust for use as specified in OAR 345-024-0710. Any
10 remaining interest that exceeds the 1998 dollar index adjustment at the
11 time of disbursement of funds to the Oregon Climate Trust shall be
12 disbursed to Avista on its request. [rev. Amendments 5, 6, 8, 9]
13

14 (e) Avista shall demonstrate to ODOE prior to the start of commercial
15 operation that it has assumed responsibility for the project's Memorandum
16 of Understanding with The Climate Trust [Amendment 8, rev. Amendment 9].
17

18
19 (2) Avista shall disburse to the Oregon Climate Trust offset funds and
20 contracting and selection funds as requested by the Oregon Climate Trust
21 up to the monetary path payment requirement as determined by the
22 calculations set forth in Condition V.A.3(4) and based on the estimated
23 heat rate and capacity certified pursuant to Condition V.A.3(5) below (in
24 1998 dollars) and as adjusted in accordance with the terms of this site
25 certificate pursuant to Condition V.A.3(4)(b). Disbursements shall be
26 made in response to requests from the Oregon Climate Trust in accordance
27 with the requirements of OAR345-024-0710. [rev. Amendments 5, 6, 8, 9]
28

29 (3) Notwithstanding anything in this amended site certificate to the contrary,
30 Avista shall have no obligation with regard to offsets, the offset funds and
31 the selection and contracting funds other than to make available to the
32 Oregon Climate Trust the total amount required under this site certificate,
33 nor shall any nonperformance, negligence or misconduct on the part of the
34 Oregon Climate Trust be a basis for revocation of this site certificate or
35 any other enforcement action by the Council with respect to Avista. [rev.
36 Amendment 6, 8, 9]
37

38 (4) Avista shall submit all monetary path payment requirement calculations to
39 the ODOE for verification. All calculations shall be made assuming that
40 no steam is supplied for cogeneration. Avista shall use the contracted
41 design parameters for capacity and heat rate for phase two that it reports
42 pursuant to Condition V.A.3(5) to calculate the estimated monetary path
43 payment requirement. Avista shall use the Year One Capacity and Year
44 One Heat Rate that it reports for phase two pursuant to Condition V.A.3(6)
45 to calculate whether it owes additional monetary path payments. [rev.
46 Amendments 5, 6, 8, 9]

1
2 (a) The net carbon dioxide emissions rate for phase two as a base load gas
3 plant shall not exceed 0.675 pounds of carbon dioxide per kilowatt hour of
4 net electric power output, with carbon dioxide emissions and net electric
5 power output measured on a new and clean basis. [rev. Amendment 5]
6

7 (b) When Avista submits the Year One Test report required in Condition
8 V.A.3(6), it shall increase its bond, letter of credit or escrow account for
9 the monetary path payment requirement if the calculation using reported
10 data shows that the adjusted monetary path payment requirement exceeds
11 the monetary path payment requirement for which Avista had provided a
12 bond, letter of credit or escrow account prior to commencing construction,
13 pursuant to Condition V.A.3(1). [rev. Amendment 6, 8, 9]
14

15 (A) Avista shall make the appropriate calculations and increase its
16 bond, letter of credit or escrow account, if necessary, within 30 days
17 of filing its Year One Test report with the Council. [rev. Amendment 6,
18 8, 9]
19

20 (B) In no case shall Avista diminish the bond, letter of credit or
21 escrow account it provides prior to commencing construction or
22 receive a refund from the qualified organization based on the
23 calculations made using the Year One Capacity and the Year One
24 Heat Rate. [rev. Amendment 6, 8, 9]
25

26 (5) Prior to commencement of construction of phase two, Avista shall notify
27 the Council in writing of its final selection of a gas turbine vendor and
28 shall submit written design information to the Council sufficient to verify
29 phase two's designed new and clean heat rate and its nominal electric
30 generating capacity at average annual site conditions. The report shall also
31 include an affidavit or other evidence that Avista or a vendor has
32 guaranteed the heat rate. [rev. Amendments 5, 6, 8, 9]
33

34 (6) Within two months of completion of the first year of commercial operation
35 of phase two, Avista shall provide to the Council a test report (Year One
36 Test) of the actual heat rate (Year One Heat Rate) and nominal generating
37 capacity (Year One Capacity) for phase two, without degradation,
38 assuming no steam is supplied for cogeneration, as determined by a
39 100-hour test at full power completed during the first 12 months of
40 commercial operation, with the results adjusted for the average annual site
41 condition for temperature, barometric pressure and relative humidity and
42 use of alternative fuels, and using a rate of 117 pounds of carbon dioxide
43 per million Btu of natural gas fuel pursuant to OAR 345-001-0010(34),
44 Feb. 2000. [rev. Amendments 5, 6, 8, 9]
45

1 (7) The combustion turbine for phase two shall be fueled solely with natural
2 gas or with synthetic gas with a carbon content per million Btu no greater
3 than natural gas.
4

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

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

13 This condition shall apply to phase two if Avista identifies power enhancement
14 or augmentation technologies that increase the capacity and heat rate of phase
15 two above the capacity and heat rate that it can achieve as a base load gas plant
16 on a new and clean basis, as reported pursuant to Condition V.A.3(5). All
17 provisions of this condition shall be in addition to the requirements of Condition
18 V.A.3. If the heat rate and capacity of the base load gas plant that Avista reports
19 pursuant to Condition V.A.3(5) include the design and the base load operation
20 of power augmentation or enhancement technologies in excess of 6,600 hours
21 annually on average, this condition shall not apply. The monetary path payment
22 requirements pursuant to Condition V.A.4 shall be supplemental to the
23 monetary path payment requirements pursuant to Condition V.A.3. [rev.
24 Amendment 8, 9]
25

26 (1) Prior to commencement of construction of phase two, Avista shall submit
27 to the State of Oregon through the Council a bond, letter of credit or fully-
28 funded escrow account ("escrow account") in the amount of the monetary
29 path payment requirement (in 2000 dollars) as determined by the
30 calculations set forth in Condition V.A.4(4) and based on the estimated
31 heat rate and capacity certified pursuant to Condition V.A.4(5) below and
32 as adjusted in accordance with the terms of this site certificate pursuant to
33 Condition V.A.4(4)(b). When required concurrently, Avista shall combine
34 any letter(s) of credit required by Condition V.A.4 with the letter(s) of
35 credit required by Condition V.A.3. For the purposes of this site
36 certificate, the "monetary path payment requirement" means the offset
37 funds determined pursuant to OAR 345-024-0590 and 0600 and the
38 selection and contracting funds determined pursuant to OAR 345-024-
39 0710, as modified by Condition V.A.4(4)(b)(D), that Avista must disburse
40 to the Oregon Climate Trust, as the qualified organization, pursuant to
41 OAR 345-024-0710. The offset fund rate for all monetary path payment
42 requirements under Condition V.A.4 shall be \$0.57 per ton of carbon
43 dioxide (in 2000 dollars). The calculation of 2000 dollars shall be made
44 using the index set forth below in sub-section (c). [rev. Amendment 89]
45

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

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

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

38 (d) If Avista establishes an escrow account for the monetary path payment
39 requirement, the portion of any interest accruing in the escrow account up
40 to the time of disbursement to the Oregon Climate Trust that is equivalent
41 to the 2000 dollar index adjustment (described in sub-section (c)) shall be
42 for the benefit of the Oregon Climate Trust and shall be disbursed to the
43 Oregon Climate Trust for use as specified in OAR 345-024-0710. Any
44 remaining interest that exceeds the 2000 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 Amendment 89]

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

15
16 (3) Notwithstanding anything in this amended site certificate to the contrary,
17 Avista shall have no obligation with regard to offsets, the offset funds and
18 the selection and contracting funds other than to make available to the
19 Oregon Climate Trust the total amount required under this site certificate,
20 nor shall any nonperformance, negligence or misconduct on the part of the
21 Oregon Climate Trust be a basis for revocation of this site certificate or
22 any other enforcement action by the Council with respect to Avista. [rev.
23 Amendment 8, 9]

24
25 (4) Avista shall submit all monetary path payment requirement calculations to
26 ODOE for verification. All calculations shall be made assuming that no
27 steam is supplied for cogeneration. Avista shall use the contracted design
28 parameters for capacity and heat rate for phase two that it reports pursuant
29 to Condition V.A.4(5) to calculate the estimated monetary path payment
30 requirement. Avista shall use the Year One Capacity and Year One Heat
31 Rate that it reports for phase two pursuant to Condition V.A.4(6) to
32 calculate whether it owes additional monetary path payments following the
33 Year One Test and in subsequent five year periods, pursuant to sub-
34 sections (b)(C) and (b)(D). [rev. Amendment 8, 9]

35
36 (a) The net carbon dioxide emissions rate for incremental emissions for
37 phase two operating with power augmentation or enhancement
38 technologies shall not exceed 0.70 pounds of carbon dioxide per kilowatt
39 hour of net electric power output, with carbon dioxide emissions and net
40 electric power output measured on a new and clean basis, as modified by
41 Condition V.A.4(5).

42
43 (b) When Avista submits the Year One Test report required in Condition
44 V.A.4(6), Avista shall increase its bond, letter of credit or escrow account
45 for the monetary path payment requirement if the calculation using

1 reported data shows that the adjusted monetary path payment requirement
2 exceeds the monetary path payment requirement for which Avista had
3 provided a bond, letter of credit or escrow account prior to commencing
4 construction, pursuant to Condition V.A.4(1). [rev. Amendment 8, 9]
5

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

10
11 (B) In no case shall Avista diminish the bond, letter of credit or
12 escrow account it provided prior to commencing construction or
13 receive a refund from the qualified organization based on the
14 calculations made using the Year One Capacity and the Year One
15 Heat Rate or payments required by calculations pursuant to sub-
16 sections (C) and (D). [rev. Amendment 8, 9]
17

18 (C) Each five years after commencing commercial operation of the
19 facility ("five-year reporting period"), Avista shall report to ODOE
20 the annual average hours the facility operated with power
21 augmentation or enhancement technologies during that five-year
22 reporting period, pursuant to OAR 345-024-0590(6). [rev. Amendment
23 8, 9]
24

25 (D) If ODOE determines that phase two exceeds the projected
26 incremental net total carbon dioxide emissions calculated
27 pursuant to Condition V.A.4(4), prorated for five years, during
28 any five-year reporting period described in sub-section (C),
29 Avista shall offset excess emissions for the specific reporting
30 period according to subsection (i) and shall offset the estimated
31 future excess emissions according to subsection (ii) pursuant to
32 OAR 345-024-0600(4). Avista shall offset excess emissions
33 using the monetary path as described in OAR 345-024-0710,
34 except that contracting and selecting funds shall equal twenty
35 (20) percent of the value of any offset funds up to the first
36 \$250,000 (in 2000 dollars) and 4.286 percent of the value of any
37 offset funds in excess of \$250,000 (in 2000 dollars). Avista shall
38 make the funds available to the Oregon Climate Trust within 60
39 days of its notification by ODOE of the amount it owes. [rev.
40 Amendment 8, 9]
41

42 (i) In determining the excess carbon dioxide emissions that
43 Avista must offset for a five-year period, ODOE shall apply
44 OAR 345-024-0600(4)(a). Avista shall pay for the excess
45 emissions at \$0.57 per ton of CO2 emissions (in 2000 dollars).
46 ODOE shall notify Avista of the amount of payment required,

1 using the monetary path, to offset excess emissions; [rev.
2 Amendment 8, 9]
3

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

13 (5) Prior to commencement of construction of phase two, Avista shall notify
14 the Council in writing of its final selection of a gas turbine vendor and
15 shall submit written design information to the Council sufficient to verify
16 phase two's designed new and clean heat rate and its nominal electric
17 generating capacity at average annual site conditions when operating with
18 power augmentation or enhancement technologies at full power. Avista
19 shall also specify the limit of the annual average hours Avista will operate
20 the power augmentation or enhancement technologies. Based on such
21 written design and operational information, pursuant to OAR 345-024-
22 0590(1), the Council may approve, upon a request by Avista, modified
23 parameters for testing the power augmentation or enhancement equipment
24 on a new and clean basis in a manner that accommodates technical
25 limitations of the equipment. The Council's approval of modified testing
26 parameters for power augmentation or enhancement equipment shall not
27 require a site certificate amendment. The report shall also include an
28 affidavit or other evidence that Avista or vendor has guaranteed the heat
29 rate for operation with power augmentation or enhancement. [rev.
30 Amendment 8, 9]
31

32 (6) Within two months of completion of the first year of commercial operation
33 of phase two, Avista shall provide to the Council a test report (Year One
34 Test) of the actual heat rate (Year One Heat Rate) and nominal generating
35 capacity (Year One Capacity) for phase two operating with power
36 augmentation or enhancement technologies, without degradation,
37 assuming no steam is supplied for cogeneration, as determined by a test at
38 full power completed during the first 12 months of commercial operation,
39 with the results adjusted for the average annual site condition for
40 temperature, barometric pressure and relative humidity and use of
41 alternative fuels, and using a rate of 117 pounds of carbon dioxide per
42 million Btu of natural gas fuel. The full power test shall be 100 hours
43 duration unless the Council has approved a different duration pursuant to
44 Condition V.A.4(5). [rev. Amendment 8, 9]
45

46 B. Standards Relating to the Applicant

1
2 Organizational, Managerial and Technical Expertise Standard: OAR 345-22-010
3

4 1. PGE and Avista's Qualifications and Capabilities:
5

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

12 2. Third-Party Services and Permits
13

14 (i) Water supply
15

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

21 (2) PGE, with respect to phase one, and Avista, with respect to phase
22 two, shall install and operate a continuous, recording flow meter on
23 the facility's process water intake line and maintain records of total
24 process water use on a monthly and annual basis. [rev. Amendment 6, 8,
25 9]
26

27 (ii) Process wastewater disposal
28

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

35 (2) If PGE or Avista use the Port of Morrow's industrial wastewater
36 disposal system, they shall not discharge into the Port's system at
37 flow rates and quantities or in excess of water quality limitations or
38 discharge any materials that would violate any applicable laws and
39 regulations or the conditions of the Port of Morrow's WPCF permit.
40 [rev. Amendment 6, 8, 9]
41

42 (iii) Sanitary wastewater disposal
43

44 PGE, with respect to phase one, and Avista, with respect to phase two,
45 shall not discharge any materials into the City of Boardman sewage
46 treatment system that would violate any applicable laws and regulations or

1 the conditions of the City of Boardman's WPCF permit. [rev. Amendment 6,
2 8, 9]
3
4
5
6

7 (3) Construction and Operation Contracts
8

9 (1) Avista shall retain a fully-qualified engineering, procurement and
10 construction (EPC) contractor to design and construct phase two. Prior to
11 construction of phase two, Avista shall identify for the Council the EPC
12 contractor chosen to design and construct phase two. Avista shall report to
13 the Council any change in the EPC contractor. [rev. Amendments 6, 8, 9]
14

15 (2) Avista shall retain a fully-qualified firm to operate phase two. Prior to
16 commercial operation of phase two, Avista shall identify for the Council
17 the firm chosen to operate phase two. Avista shall report to the Council
18 any change in the firm that operates phase two. [rev. Amendments 6, 8, 9]
19

20 C. Standards Relating to the Site and Structure
21

22 1. Structural Standard: OAR 345-22-020
23

24 a. Seismic hazards
25

26 (1) PGE, with respect to phase one, and Avista, with respect to phase
27 two, shall design and construct phase one and phase two in
28 accordance with and in compliance with the laws and regulations
29 administered by BCA. [rev. Amendment 6, 8, 9]
30

31 (2) Before submitting building permit applications to BCA, PGE, with
32 respect to phase one, and Avista, with respect to phase two, shall re-
33 evaluate peak ground acceleration for the site based on applying an
34 amplification factor determined from its site-specific studies. The
35 permit applicant shall report the results of its reevaluation to ODOE,
36 DOGAMI and BCA. The permit applicant shall design and construct
37 the facility to address any estimate of peak ground acceleration
38 exceeding that covered by seismic zone 2B. [rev. Amendment 6, 8, 9]
39

40 b. Adverse soil impacts
41

42 During construction, PGE, with respect to phase one, and Avista, with
43 respect to phase two, and their subcontractors shall make reasonable
44 efforts to keep soil disturbances to a minimum. [rev. Amendment 6, 8, 9]
45

46 2. Land Use Standard

1
2 PGE and Avista shall comply with the conditions in the variance for the CSCP
3 transmission line granted to applicant by Morrow County on October 25, 1993.
4 [rev. Amendment 6, 8, 9]
5

6 D. Standards Relating to the Impacts of Construction, Operation and Retirement
7

8 1. Fish and Wildlife Standard: OAR 345-22-060
9

10 (1) PGE, with respect to phase one, and Avista, with respect to phase two,
11 shall implement the vegetation, fish and wildlife mitigation measures as
12 contained in the ASC (Exhibits N, P and R), and the following mitigation
13 conditions of ODFW: [rev. Amendment 6, 8, 9]
14

15 a. PGE shall design and construct the electrical transmission towers and
16 lines in a manner appropriate for the protection of raptors. [rev. Amendment
17 6]
18

19 b. PGE, with respect to phase one, and Avista, with respect to phase two,
20 shall reseed areas of disturbed soil using the seed composition and
21 planting procedure described in the ASC, Exhibit N. PGE, with respect to
22 phase one, and Avista, with respect to phase two, shall reseed areas where
23 Russian olive trees or tall vegetation is removed using a mix of woody
24 shrubs and perennial grasses to be jointly determined by ODFW and PGE
25 or Avista. [rev. Amendment 6, 8, 9]
26

27 c. PGE shall plant trees between the west side of Messner Pond and the
28 facility site, as described in the ASC, to enhance wildlife habitat around
29 Messner Pond and to provide a visual and auditory buffer between the
30 facility site and Messner Pond. PGE and Avista shall maintain trees in
31 healthy condition and replace trees that die or become unhealthy. [rev.
32 Amendment 6, 8, 9]
33

34 d. The following activities shall be prohibited within 100 feet of the
35 wetland associated with Messner Pond: storage of hazardous materials,
36 chemicals, fuels and lubricating oils; refueling of construction equipment;
37 and performing concrete coating activities.
38

39 e. PGE, with respect to phase one, and Avista, with respect to phase two,
40 shall insure that notification is provided to the ODFW representative in
41 charge of the Heppner District Office at least one week prior to the start of
42 construction for the power plant and transmission lines. [rev. Amendment 6,
43 8, 9]
44

45 f. PGE, with respect to phase one, and Avista, with respect to phase two,
46 shall leave a 50 foot buffer between the edge of construction and the high

1 water line of the wetland area associated with Messner Pond. [rev.
2 Amendment 6, 8, 9]

3
4 g. PGE shall erect a temporary fence and signs to protect the bank swallow
5 nesting colony from disturbance during construction. [rev. Amendment 6]

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

15
16 (3) PGE, with respect to phase one, and Avista, with respect to phase two,
17 shall install, operate and maintain a continuous monitoring system to
18 measure and record the total dissolved solids (TDS) concentration of the
19 cooling tower/condenser circulating water. [rev. Amendment 6, 8, 9]

20
21 (4) The cooling tower drift factor for phase one and phase two shall not
22 exceed 0.002 percent of the circulation rate. PGE, with respect to phase
23 one, and Avista, with respect to phase two, shall not allow the total
24 dissolved solids concentration in the cooling tower/condenser system to
25 exceed 2,084 parts per million. [rev. Amendment 6, 8, 9]

26
27 (5) PGE and Avista shall fully comply with the terms and conditions of the
28 December 10, 1993 Ecological Monitoring Program, as revised on January
29 5, 1994, and shall take such actions as deemed appropriate by ODOE, in
30 consultation with ODFW, to fully mitigate adverse impacts to the Messner
31 Pond area, including but not limited to reducing the cycles of
32 concentration in the cooling tower system. [rev. Amendment 6, 8, 9]

33
34 2. Scenic and Aesthetic Standard: OAR 345-22-080

35
36 PGE, with respect to phase one, and Avista, with respect to phase two, shall
37 implement and fulfill the mitigation proposals as contained in the ASC,
38 including site perimeter landscaping with appropriate vegetation; painting
39 building structures and the exhaust stacks in neutral shades; minimizing exterior
40 lighting and directing lights into the facility site; and establishing landscape
41 screening along the perimeter of the proposed power plant site. [rev. Amendment
42 6, 8, 9]

43
44 3. Historic, Cultural, and Archaeological Standard: OAR 345-22-090

- 1 (1) If the area in which artifacts were found is to be disturbed by construction
2 or operation, PGE and/or Avista shall obtain the recommendation of
3 SHPO as to any clearance requirements for the affected area and shall
4 comply with all applicable regulations and laws relating to historic,
5 cultural, and archaeological resources. [rev. Amendment 6, 8, 9]
6
7 (2) If historic, cultural or archaeological resources are found during project
8 construction or construction-related activities, PGE, with respect to phase
9 one, and Avista, with respect to phase two, shall stop all work in the
10 vicinity of the find and consult with the SHPO. The applicant shall not
11 restart work in the area of the find until SHPO has concurred that the
12 applicant has identified actions to minimize or avoid further impact. [rev.
13 Amendment 6, 8, 9]
14
15 (3) PGE and Avista shall comply with all applicable state laws regarding
16 Indian graves, removal of historic materials and archaeological objects and
17 sites. [rev. Amendment 6, 8, 9]
18

19 4. Socio-Economic Impact Standard: OAR 345-22-110
20

21 a. Solid waste
22

23 PGE and Avista shall, at a minimum, test their sludge waste and maintain
24 records as required by DEQ and the landfill operator pursuant to
25 applicable permits and licenses, including testing under the Toxicity
26 Characteristic Leaching Procedure (TCLP), or equivalent per 40 CFR part
27 262.11, Hazardous Waste Determination. [rev. Amendment 6, 8, 9]
28

29 b. Emergency services
30

31 PGE and Avista shall reimburse the Boardman Fire Department for
32 reasonable costs for new training and equipment which is specifically
33 needed, as determined by the State Fire Marshall, to respond to an
34 emergency at the CSCP. [rev. Amendment 6, 8, 9]
35

36 c. Roadways
37

38 PGE and Avista shall mitigate all fogging and icing impacts caused by
39 CSCP to off-site roadways that create hazardous traffic conditions.
40 Mitigation measures, if needed, shall be undertaken and implemented in
41 consultation with the Port of Morrow and other responsible local agencies,
42 and may include, but are not limited to: hazard warning signs, lighting and
43 sanding. [rev. Amendment 6, 8, 9]
44

45 5. Waste Minimization Standard: OAR 345-22-120

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a. Solid wastes

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

- a) packing materials, wood, piping and steel scrap during construction;
- b) spent ion exchange resins used for demineralizing water during plant operation;
- c) waste from the facility's office, including paper products, aluminum cans, glass and plastics.

b. Industrial wastewater

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

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

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

- (a) Upon retirement of the facility, PGE, with respect to phase one shall restore its respective portion of the CSCP site to a useful condition. [rev. Amendment 6, 8]
- (b) Upon retirement of the facility, Avista, with respect to phase two, shall restore its portion of the CSCP site to a useful non-hazardous condition following permanent cessation of construction or operation of the facility [rev. Amendment 8, 9]

1 E. Noise

- 2
- 3 (1) PGE, with respect to phase one, and Avista, with respect to phase two, shall
- 4 comply with the noise standards and limits contained in OAR 340-35-035
- 5 (1)(b)(B). [rev. Amendment 6, 8, 9]
- 6
- 7 (2) PGE, with respect to phase one, and Avista, with respect to phase two, shall, by
- 8 facility design and the installation of silencers and/or other devices, limit noise
- 9 emissions from the facility's pressure-relief safety valves such that sound levels
- 10 attributable to their use do not exceed the limits contained in OAR 340-35-035
- 11 (1)(b)(B). [rev. Amendment 6, 8, 9]
- 12
- 13 (3) PGE, with respect to phase one, and Avista, with respect to phase two, shall
- 14 retain a registered acoustical consultant to conduct noise monitoring to
- 15 determine compliance with conditions (1) and (2) above and provide a report of
- 16 that monitoring to ODOE within 120 days after beginning commercial operation
- 17 of the proposed facility. [rev. Amendment 6, 8, 9]
- 18

19 F. Public health and safety

20

21 To the extent possible, consistent with BPA's specifications, PGE shall design and

22 construct the transmission line in accordance with the requirements of OAR 345-24-

23 090: [rev. Amendment 6]

24

- 25 (a) The transmission line shall be designed so that alternating current
- 26 electrical fields shall not exceed 9 kv per meter above the ground surface
- 27 in areas accessible to the public;
- 28
- 29 (b) The transmission line shall be designed so that induced currents
- 30 resulting from the transmission line and related facilities will be as
- 31 low as reasonably achievable. PGE and Avista agree to a program
- 32 which shall provide reasonable assurance that all fences, gates, cattle
- 33 guards, trailers, or other objects or structures of a permanent nature
- 34 that could become inadvertently charged with electricity shall be
- 35 grounded through the life of the line; and [rev. Amendment 6, 8, 9]
- 36
- 37 (c) The transmission line shall be designed and constructed, and
- 38 operated in a manner consistent with the 1993 edition of National
- 39 Electrical Safety Code (American National Standards Institute,
- 40 Section C2, 1993 edition).
- 41

42 VI. MONITORING CONDITIONS

43

44 OAR Chapter 345, Division 26 contains monitoring and reporting requirements for thermal

45 power plants with site certificates. The following monitoring and reporting requirements are

1 intended to achieve the purpose, expressed in OAR 345-26-005, "...to assure that the construction
2 and operation of thermal power plants is accomplished in a manner consistent with the protection
3 of the public health, safety and welfare, and the protection of the environment."
4

5 As provided in OAR 345-26-015(3), in the event that any of the specific monitoring or reporting
6 conditions contained in the site certificate conflict or are inconsistent with the rules and
7 requirements of OAR Chapter 345, Division 26, the site certificate conditions shall be deemed to
8 control.
9

10 (1) PGE, with respect to phase one, and Avista, with respect to phase two, shall submit to
11 EFSC a report at least quarterly from the start of construction to commercial operation of
12 phase two. The report shall include, but is not limited to: [rev. Amendment 6, 8, 9]
13

14 (a) an assessment of the construction schedule for each phase, including any changes
15 to major milestones that affect the critical path for construction; [rev. Amendment 6]
16

17 (b) an assessment of the then known costs and costs projections for the CSCP in
18 relation to the applicant's then current least cost plan;
19

20 (c) an assessment of the construction staffing, including status of staffing and any
21 staffing problems that may affect construction schedule;
22

23 (d) any significant work stoppage;
24

25 (e) any noncompliance with the conditions of the site certificate, including the
26 background of the causes of the noncompliance, the mitigation or correction of the
27 noncompliance and the impact of the noncompliance on the project schedule or
28 financing;
29

30 (f) any noncompliance with the conditions of permits issued by any other federal,
31 state or local authority, including the background of the causes of the noncompliance,
32 the mitigation or correction of the noncompliance, and the impact of the
33 noncompliance on the project schedule or financing;
34

35 (g) any noncompliance with the conditions of permits issued to third parties that are
36 known to PGE or Avista and that are significant and relevant to the construction or
37 operation of the facility, such as Water Rights Permits or Water Pollution Control
38 Facility Permits, including the background of the causes of the noncompliance, the
39 mitigation or correction of the noncompliance, and the impact of the violation on the
40 project schedule or financing; [rev. Amendment 6, 8, 9]
41

42 (h) copies of all correspondence and reports related to facility construction submitted
43 to a federal, state, or local authority, except material withheld from public disclosure
44 under federal or state law. Abstracts of reports may be submitted in place of full

1 reports. However, full copies of abstracted reports must be provided at the request of
2 ODOE or EFSC; [rev. Amendment 9]
3

4 (i) any other information that EFSC requests that is considered necessary to monitor
5 and evaluate compliance by PGE or Avista with the terms and conditions of the site
6 certificate. [rev. Amendment 6, 8, 9]
7

8 (2) PGE, with respect to phase one, and Avista, with respect to phase two, shall submit to
9 the EFSC an annual report from the start of commercial operation of the first unit through
10 retirement of the last operating unit. The annual report shall include, but is not limited to:
11 [rev. Amendment 6, 8, 9]
12

13 (a) results of performance tests, including project efficiency testing, summaries of
14 fuel use, average volume and mass of steam supplied to any cogeneration host and
15 the estimated fuel used to generate any host steam load;
16

17 (b) in the first report submitted after commencement of commercial operation, unit
18 heat rate in Btu per kilowatt hour produced, corrected to ISO conditions and
19 accounting for steam delivered to any steam host, and also facility capacity corrected
20 to 52.8° F, 55% relative humidity, standard air pressure adjusted for elevation, no
21 steam to process, natural gas fuel, and normal steam turbine exhaust pressure, net of
22 plant auxiliary loads;
23

24 (c) the power production by the facility by unit, by month, including peak capacity,
25 average capacity, gross and net kilowatt hour production, availability, reasons and
26 durations of planned and unplanned outages, plans to improve capacity and
27 availability and to correct recurring problems;
28

29 (d) an assessment of the operations staffing, including status of staffing and any
30 staffing problems that may affect facility operation;
31

32 (e) any noncompliance with the conditions of the site certificate, including the
33 background of the causes of the noncompliance, the mitigation or correction of the
34 noncompliance and the impact of the noncompliance on the project operation or
35 financing;
36

37 (f) any noncompliance with the conditions of permits issued by any other federal,
38 state or local authority, including the background of the causes of the noncompliance,
39 the mitigation or correction of the noncompliance, and the impact of the
40 noncompliance on the project operation or financing;
41

42 (g) any noncompliance with the conditions of permits issued to third parties that are
43 known to the applicant and that are significant and relevant for the operation of the
44 facility, such as Water Right Permits or Water Pollution Control Facility Permits,
45 including the background of the causes of the noncompliance the mitigation or

1 correction of the noncompliance, and the impact of the noncompliance on the project
2 operation or financing;

3
4 (h) copies of all correspondence related to facility operation which was submitted to
5 a federal, state, or local authority, except material withheld from public disclosure
6 under federal or state law. Abstracts of reports may be submitted in place of full
7 reports. However, full copies of abstracted reports must be provided at the request of
8 ODOE or EFSC; [rev. Amendment 9]

9
10 (i) an assessment of the project's cost of operation in relation to the applicant's then-
11 current least cost plan;

12
13 (j) any other information that EFSC requests that is considered necessary to monitor
14 and evaluate the applicant's compliance with the terms and conditions of the site
15 certificate.

16
17 (3) Information To Be Reported Promptly

18
19 (a) PGE, with respect to phase one, and Avista, with respect to phase two, shall report
20 to ODOE within 72 hours of receiving knowledge of noncompliance with the
21 conditions of the site certificate arising from the acts or omissions of PGE, Avista,
22 their contractors, subcontractors or agents; [rev. Amendment 6, 8, 9]

23
24 (b) PGE, with respect to phase one, and Avista, with respect to phase two, shall report
25 to ODOE within 24 hours of receiving knowledge of any condition arising from the
26 construction and operation of the facility that endangers public health and safety. [rev.
27 Amendment 6, 8, 9]

28
29 VII. AMENDMENT OF SITE CERTIFICATION AGREEMENT

30
31 PGE, Avista and EFSC recognize that, because of the length of time that may pass between the
32 date on which this Agreement is executed and the date on which construction will commence,
33 and that will pass between the time construction is commenced and the energy facility is retired,
34 it may be necessary to amend this Agreement. [rev. Amendment 8, 9]

35
36 Amendments shall be made in accordance with OAR Chapter 345, Division 27 or EFSC rules
37 applicable and in effect at the time the amendment is sought.⁴

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

1
2
3 VIII. SUCCESSORS AND ASSIGNS
4

5 No site certificate, or any portion thereof, may be transferred, assigned, or disposed of in any
6 other manner, directly or indirectly, except in compliance with OAR 345-27-100 or EFSC rules
7 applicable and in effect at the time such action is proposed.
8

9 IX. SEVERABILITY AND CONSTRUCTION
10

11 If any provision of this agreement and site certificate is declared by a court to be illegal or in
12 conflict with any law, the validity of the remaining terms and conditions shall not be affected,
13 and the rights and obligations of the parties shall be construed and enforced as if the agreement
14 and site certificate did not contain the particular provision held to be invalid.
15

16 In the event of a conflict between the warranties and conditions contained in this site certificate
17 and EFSC's final order, the warranties and conditions contained in this site certificate shall
18 control.
19

20 X. GOVERNING LAW AND FORUM
21

- 22 A. This agreement shall be governed by the laws of the State of Oregon.
23 B. Any litigation or arbitration arising out of this agreement shall be conducted in an
24 appropriate forum in Oregon.
25

26 XI. CONDITIONS ISSUED PURSUANT TO APPLICANT REPRESENTATIONS

27 References to page numbers and exhibits are to the Application for Site Certificate for the
28 CSCP. [Amendment 1, inclusive]
29

- 30 1. PGE, with respect to phase one, and Avista, with respect to phase two, shall notify the
31 Council of any modifications to the ownership of the controlling interest of their respective
32 corporations. [rev. Amendment 6, 8, 9]
33
34 2. PGE shall notify the Council of any change of the identity of the operator of the
35 facility.
36
37 3. NOx emissions shall be controlled to 25 ppm on natural gas. (p. B-3)
38

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 4. Each heat recovery steam generator shall be provided with an ammonia injection
2 system and selective catalytic reduction system to further reduce the NOx emissions at the
3 stack outlet. (p. B-4)
4

5 5. All chemicals listed in section 4.7 of Exhibit B shall be stored in approved storage
6 containers consistent with industry standards for the particular chemical. All chemical
7 storage systems shall have provisions for secondary containment to prevent uncontrolled
8 spills to the environment. (p. B-8)
9

10 6. PGE, with respect to phase one, and Avista, with respect to phase two, shall
11 implement fire protection and life safety design features as described at Section 4.10 of
12 Exhibit B. (pp. B-9 and B-10) [rev. Amendment 6, 8, 9]
13

14 7. The low NOx burners on the auxiliary boiler shall control emissions to a maximum of
15 40 ppm at the stack outlet. (p. B-12)
16

17 8. All equipment drain wastewater shall be processed in an oil/water separator designed
18 to remove oil contamination down to 10 ppm in the discharge water. Storm water collected
19 within the fuel tank area shall be ... processed through the facility oil/water separator down
20 to 10 ppm oil in the discharge water. (pp. B-11)
21

22 9. Code classifications and requirements described in Section 5.2 of Exhibit B shall
23 apply to the energy facility and to any modifications. (p. B-14)
24

25 10. Aircraft warning lights shall be installed on the heat recovery boiler stacks if required
26 by the FAA. (pp. B-22)
27

28 11. Equipment layout shall allow access for fire fighting or responses to any spills when
29 required. (p. B-29)
30

31 12. The facility shall be designed, constructed, tested and operated in accordance with the
32 codes and standards normally used for this type of facility. Where State of Oregon codes or
33 local codes specify added or more stringent requirements, these requirements shall be
34 incorporated into the facility design and construction. Codes listed in Exhibit B, Section
35 8.0 shall apply. (pp. B-30)
36

37 13. All of the equipment listed on Table B-2 may be constructed. PGE may construct the
38 fuel oil-related equipment shown on Figure B-M10. However, PGE shall not use fuel oil
39 for electric generation or steam production without prior Council approval.
40

41 14. Acid and caustic shall each be stored in individual carbon steel storage tanks. The
42 tanks shall be located above ground within a concrete containment bermed area. The
43 bermed area shall contain sump pumps allowing any leakage to be transferred to the
44 neutralization system. These tanks shall be located outdoors with appropriate weather

1 protection. Handling of these materials shall be in accordance with approved industry
2 standard practice as well as federal, state and local regulations. (p. F-4)
3

4 15. The ammonia storage system shall be designed to the requirements outlined in
5 American National Standard Institute (ANSI) K61.1, Safety Requirements for the Storage
6 and Handling of Anhydrous Ammonia. (p F-4)
7

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

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

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

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

38 20. Management of non-fuel substances shall be conducted as described in section 3.2 of
39 the ASC. (pp. F-6 and F-7)
40

41 21. PGE, with respect to phase one, and Avista, with respect to phase two, shall handle
42 and dispose of construction waste as described in Section 4.1 of the ASC. (pp. F-7 and
43 F-8). [rev. Amendment 6, 8, 9]
44

- 1 22. Hazardous waste shall be stored no more than 90 days and transported to a licensed
2 treatment storage disposal facility. (p. F-9)
3
- 4 23. Waste oil shall be collected in a single underground storage tank and trucked offsite
5 to an approved recycling and disposal facility. The underground tank shall be of fiberglass
6 double wall construction to provide corrosion protection and secondary containment.
7 Leakage monitoring shall also be provided. (p. F-10)
8
- 9 24. PGE, with respect to phase one, and Avista, with respect to phase two, shall set back
10 heavy plant facilities a minimum of 60 feet from the edge of the irrigation pond to the east
11 of the facility site. (p G-6) [rev. Amendment 6, 8, 9]
12
- 13 25. PGE, with respect to phase one, and Avista, with respect to phase two, shall plant fill
14 slopes with vegetation to prevent surface erosion. (p. G-7) [rev. Amendment 6, 8, 9]
15
- 16 26. PGE, with respect to phase one, and Avista, with respect to phase two, shall
17 implement mitigation measures as described in section 4.0 of the ASC. (p. G-8) [rev.
18 Amendment 6, 8, 9]
19
- 20 27. PGE, with respect to phase one, and Avista, with respect to phase two, shall
21 implement mitigation measures to vegetation impacts described in section 6.0 of the ASC.
22 (p. N-4) [rev. Amendment 6, 8, 9]
23
- 24 28. PGE, with respect to phase one, and Avista, with respect to phase two, shall
25 implement mitigation measures described in section 5.0 of the ASC. (p. P-4) [rev.
26 Amendment 6, 8, 9]
27
- 28 29. PGE, with respect to phase one, and Avista, with respect to phase two, shall
29 implement mitigation measures described in section 5.0. (p. R-10) [rev. Amendment 6, 8, 9]
30
- 31 30. PGE, with respect to phase one, and Avista, with respect to phase two, shall
32 implement mitigation measures described in Exhibit W, unless those are superseded by
33 more detailed measures described in the Council's final order of September 16, 1994 or in
34 the site certificate. [rev. Amendment 6, 8, 9]
35

36 XII. CONDITIONS ISSUED PURSUANT TO USING ALTERNATE FUEL IN A NATURAL
37 GAS-FIRED FACILITY [Amendment 2, inclusive]
38

- 39 1. The CSCP shall not exceed permitted emission levels, total emissions or the
40 allowable amount of distillate fuel use stated in its Air Contaminant Discharge Permit
41 (amended for distillate fuel burning). The CSCP's use of distillate fuel in its phase one
42 combustion turbine in any year shall not exceed an amount of 10 percent of the expected
43 total fuel use, on a Btu higher heating value basis. [rev. Amendment 3]
44

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

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

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

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

Karen H. Green

Karen. H. Green
Chair, Energy Facility Siting Council

Date: December 2, 2004 JMS

STEPHEN M. QUENNOE
Stephen M. Quennoe
On behalf of Portland General Electric
Company VICE PRESIDENT

Date: 2/12/05

David R. Patton
On behalf of Avista Corporation

Date: 1-19-05