

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32  
33  
34  
35  
36  
37  
38  
39  
40

**TENTH AMENDED  
SITE CERTIFICATE  
FOR THE  
PORT WESTWARD GENERATING PROJECT**

Issued By

OREGON ENERGY FACILITY SITING COUNCIL  
625 MARION STREET NE  
SALEM OR 97301-3737

*PHONE:* 503-378-4040

*FAX:* 503-373-7806

August xx, 2013

**TABLE OF CONTENTS**

1  
2 A. INTRODUCTION ..... 1  
3 B. SITE CERTIFICATION ..... 2  
4 C. SITE DESCRIPTIONS ..... 4  
5 C.1. FACILITY ..... 4  
6 C.1.a. Major Structures and Equipment ..... 4  
7 C.1.b. Related or Supporting Facilities ..... 7  
8 C.2. LOCATION OF THE FACILITY ..... 10  
9 C.2.a. The Energy Facility Site ..... 10  
10 C.2.b. Related or Supporting Facility Sites ..... 10  
11 D. COUNCIL SITING STANDARDS ..... 12  
12 D.1. [PLACEHOLDER] ..... 12  
13 D.2. ORGANIZATIONAL EXPERTISE ..... 12  
14 D.3. RETIREMENT AND FINANCIAL ASSURANCE ..... 14  
15 D.4. LAND USE ..... 17  
16 D.5. STRUCTURAL STANDARD ..... 18  
17 D.6. SOIL PROTECTION ..... 20  
18 D.7. PROTECTED AREAS ..... 21  
19 D.8. FISH AND WILDLIFE HABITAT ..... 21  
20 D.9. THREATENED AND ENDANGERED SPECIES ..... 26  
21 D.10. SCENIC AND AESTHETIC VALUES ..... 29  
22 D.11. HISTORIC, CULTURAL AND ARCHAEOLOGICAL RESOURCES ..... 29  
23 D.12. RECREATION ..... 31  
24 D.13. PUBLIC SERVICES ..... 31  
25 D.14. WASTE MINIMIZATION, OAR 345-022-0120 ..... 33  
26 D.15. CARBON DIOXIDE STANDARD ..... 33  
27 E. OTHER APPLICABLE REGULATORY REQUIREMENTS ..... 42  
28 E.1. REQUIREMENTS UNDER COUNCIL JURISDICTION ..... 42  
29 E.1.a. Noise ..... 42  
30 E.1.b. Wetlands and Removal/Fill Permit ..... 44  
31 E.1.c. Public Health and Safety ..... 45  
32 F. CONDITIONS REQUIRED OR RECOMMENDED BY COUNCIL RULES ..... 46  
33 F.1. MANDATORY CONDITIONS IN SITE CERTIFICATES ..... 46  
34 F.2 OTHER CONDITIONS BY RULE ..... 48  
35 G. GENERAL CONDITIONS ..... 50  
36  
37

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32  
33  
34  
35  
36  
37  
38  
39  
40  
41  
42  
43  
44

**TENTH AMENDED  
SITE CERTIFICATE  
FOR THE  
PORT WESTWARD GENERATING PROJECT**

**A. INTRODUCTION**

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

The findings of fact, reasoning and conclusions of law underlying the terms and conditions of this site certificate are set forth in the following documents, which by this reference are incorporated herein: (a) the Council's Final Order in the Matter of the Application for a Site Certificate for the Port Westward Generating Project, which the Council granted on November 8, 2002; (b) the Council’s Final Order in the Matter of the Site Certificate for the Port Westward Generating Project Request for Amendment No. One, which the Council granted on December 5, 2003; (c) the Council’s Final Order in the Matter of the Site Certificate for the Port Westward Generating Project Request for Amendment No. Two, which the Council granted on September 24, 2004; (d) the Council’s Final Order in the Matter of the Site Certificate for the Port Westward Generating Project Request for Amendment No. Three, which the Council granted on January 28, 2005; and (e) the Council’s Final Order in the Matter of the Fourth Request to Amend the Site Certificate for the Port Westward Generating Project, which the Council granted on May 19, 2006; (f) the Council’s Final Order in the Matter of the Fifth Request to Amend the Site Certificate for the Port Westward Generating Project, which the Council granted on September 29, 2006, (g) the Council’s Final Order in the Matter of the Sixth Request to Amend the Site Certificate for the Port Westward Generating Project, which the Council granted on March 27, 2009 (h) the Council’s Final Order in the Matter of the Seventh Request to Amend the Site Certificate for the Port Westward Generating Project, which the Council granted on March 12, 2010; (i) the Council’s Final Order in the Matter of the Eighth Request to Amend the Site Certificate for the Port Westward Generating Project, which the Council granted on August 19, 2011; (j) the Council’s Final Order in the Matter of the Ninth Request to Amend the Site Certificate for the Port Westward Generating Project, which the Council granted on March 15, 2013; and (k) the Council’s Final Order in the Matter of the Tenth Request to Amend the Site Certificate, which the Council granted on August xx, 2013. [Amendments No. 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10]. Collectively, we refer to the Final Orders listed in (a) through (k) as “the Orders”.

In interpreting this site certificate, any ambiguity shall be clarified by reference to, and in the following priority: this Site Certificate, the record of the proceedings that led to the Orders, and the Application for a Site Certificate for the Port Westward Generating Project. As used in this Site Certificate, the “application for site certificate” or the “ASC” includes: (a) the Application

1 for a Site Certificate for the Port Westward Generating Project, which the Department of  
2 Energy (“Department”) filed on April 11, 2002; (b) the Certificate Holder’s Request for First  
3 Amendment to the Site Certificate for the Port Westward Generating Project, which the Council  
4 received on October 25, 2003; (c) the Certificate Holder’s Request for Second Amendment to  
5 the Site Certificate for the Port Westward Generating Project, which the Council received on  
6 May 7, 2004; (d) the Certificate Holder’s Request for Third Amendment to the Site Certificate  
7 for the Port Westward Generating Project, which the Council received on November 3, 2004,  
8 (e) the Certificate Holder’s Request for Fourth Amendment to the Site Certificate for the Port  
9 Westward Generating Project, which the Council received on January 18, 2006, (f) the  
10 Certificate Holder’s Request for Fifth Amendment to the Site Certificate for the Port Westward  
11 Generating Project, which the Council received on July 18, 2006, (g) the Certificate Holder’s  
12 Request for Sixth Amendment to the Site Certificate for the Port Westward Generating Project,  
13 which the Council received on November 7, 2008, (h) the Certificate Holder’s Request for  
14 Seventh Amendment to the Site Certificate for the Port Westward Generating Project, which  
15 the Council received on September 18, 2009, (i) the Certificate Holder’s Request for the Eighth  
16 Amendment to the Site Certificate for Port Westward Generating Project, which the Council  
17 received on November 4, 2010, (j) the Certificate Holder’s Request for the Ninth Amendment to  
18 the Site Certificate for Port Westward Generating Project, which the Council received on  
19 October 30, 2012, and (k) the Certificate Holder’s Request for the Tenth Amendment to the Site  
20 Certificate for Port Westward Generating Project, which the Council received on May 28, 2013.  
21 [Amendments 1 through 10].

22  
23 The terms used in this Site Certificate shall have the same meaning set forth in ORS 469.300,  
24 469.503(2)(e) and Oregon Administrative Rules (OAR) 345-001-0010, except where otherwise  
25 stated or where the context clearly indicates otherwise.

26  
27 **B. SITE CERTIFICATION**

28  
29 1. To the extent authorized by State law and subject to the conditions set forth herein,  
30 the State approves and authorizes the Certificate Holder to construct, operate and retire  
31 a natural gas-fired, combined cycle combustion turbine energy facility, together with  
32 certain related or supporting facilities, at the site as described in Section C of this Site  
33 Certificate, near Clatskanie, Oregon. ORS 469.401(1).

34  
35 2. This site certificate shall be effective (1) until it is terminated pursuant to OAR 345-027-0110  
36 or the rules in effect on the date that termination is sought, or (2) until the Site Certificate is  
37 revoked pursuant to ORS 469.440 and OAR 345-029-0100 or the statutes and rules in effect on  
38 the date that revocation is ordered. ORS 469.401(1).

39  
40 3. This Site Certificate does not address, and is not binding with respect to, matters that were  
41 not addressed in the Council's Final Order, as amended. These matters include, but are not  
42 limited to: building code compliance, wage, hour and other labor regulations, local government  
43 fees and charges, and other design or operational issues that do not relate to siting the Project;  
44 and permits issued under statutes and rules for which the decision on compliance has been

1 delegated by the Federal government to a state agency other than the Council. ORS 469.401(4)  
2 and 469.503(3).

3  
4 4. Both the State and the Certificate Holder shall abide by local ordinances and state law and  
5 the rules of the Council in effect on the date this Site Certificate is executed. In addition, upon a  
6 clear showing of a significant threat to the public health, safety or the environment that  
7 requires application of later-adopted laws or rules, the Council may require compliance with  
8 such later-adopted laws or rules. ORS 469.401(2).

9  
10 5. For a permit, license or other approval addressed in and governed by this Site Certificate, the  
11 Certificate Holder shall comply with applicable state and federal laws adopted in the future to  
12 the extent that such compliance is required under the respective state agency statutes and  
13 rules. ORS 469.401(2).

14  
15 6. Subject to the conditions herein, this Site Certificate binds the State and all counties, cities  
16 and political subdivisions in this state as to the approval of the site and the construction,  
17 operation and retirement of the Project as to matters that are addressed in and governed by  
18 this Site Certificate. ORS 469.401(3).

19  
20 7. Each affected state agency, county, city and political subdivision in Oregon with authority to  
21 issue a permit, license or other approval addressed in or governed by this Site Certificate shall,  
22 upon submission of the proper application and payment of the proper fees, but without  
23 hearings or other proceedings, issue such permit, license or other approval subject only to  
24 conditions set forth in this Site Certificate. ORS 469.401(3).

25  
26 8. After issuance of this Site Certificate, each state agency or local government agency that  
27 issues a permit, license or other approval for the Project shall continue to exercise enforcement  
28 authority over such permit, license or other approval. ORS 469.401(3).

29  
30 9. After issuance of this Site Certificate, the Council shall have continuing authority over the site  
31 and may inspect, or direct the Department to inspect, or request another state agency or local  
32 government to inspect, the site at any time in order to assure that the Project is being operated  
33 consistently with the terms and conditions of this Site Certificate. ORS 469.430.

34  
35 10. The Certificate Holder may develop the energy facility in two phases. Phase 1 would consist  
36 of the southernmost generating unit ("Unit 1"), including one combustion turbine generator,  
37 heat recovery steam generator, steam generator, one step-up transformer bank, auxiliary  
38 transformer, and cooling tower. Phase 1 would also include all of the energy facility  
39 components common to the two units and the related or supporting facilities. Phase 2 would  
40 consist of the northernmost generating unit ("Unit 2") and its associated facilities. All conditions  
41 of this Site Certificate apply equally to Phase 1 and Phase 2, unless a condition specifies  
42 different obligations for Phase 1 or Phase 2. [Amendments No. 1 & 3]

1 **C. SITE DESCRIPTIONS**

2  
3 **C.1. FACILITY**

4  
5 **C.1.a. Major Structures and Equipment**

6  
7 **Major Structures and Equipment.** The net electric power output of the energy facility will be  
8 about 650 MW comprised of base load generation, power augmentation (i.e., duct burning and  
9 non-base load generation.) The power augmentation and non-base load generation provide  
10 flexible peaking, load-following, and wind integration services that are needed to maintain a  
11 reliable and stable utility system. [Amendment No. 7]

12  
13 Unit 1 of the energy facility will consist of one heavy-duty frame-type combustion turbine  
14 generator (Mitsubishi G Class), one heat recovery steam generator (“HRSG”), and one steam  
15 turbine. It will burn natural gas in the combustion turbine and duct burners. Expanding gases  
16 from combustion will turn the rotor within the turbine that is connected to an electric  
17 generator . The hot gases exhausted from the combustion turbine and duct burners will used to  
18 raise steam in the HRSG. Steam from the HRSG will be expanded through the steam turbine  
19 driving its own electric generator. [Amendments No. 1 & 7.]

20  
21 For Unit 1, the combustion turbine will be housed in a turbine building that provides thermal  
22 insulation, acoustical attenuation and fire extinguishing media containment. The turbine  
23 building, occupying a footprint measuring about feet by 250 feet and standing about 90 feet  
24 high, will also house the steam turbine generator, condenser and  
25 balance of plant equipment. The enclosure will allow access for routine inspection and  
26 maintenance. The administration building, occupying a footprint measuring about 110 feet by  
27 140 feet and standing about 30 feet high, includes the control room and administrative offices.  
28 [Amendment No. 7]

29  
30 For Unit 1, the HRSG will occupy a footprint measuring about 50 feet by 150 feet and will stand  
31 about 110 feet high. A stack will be provided for the HRSG. The stack will be about 36 feet in  
32 diameter and 200 feet high. [Amendment No. 7]

33  
34 For Unit 2, aeroderivative combustion turbine generators will be equipped with outdoor  
35 enclosures with thermal insulation, acoustical attenuation and fire extinguishing media  
36 containment. Reciprocating engine generators will be housed in an engine building, occupying  
37 a footprint measuring up to 100 feet by 500 feet and standing about 30 to 40 feet high.  
38 [Amendment No. 7]

39  
40 Six transformers will step-up the generator voltages to the substation voltage of 230 kilovolts  
41 (“kV”). Two auxiliary transformers will supply power for plant auxiliary loads. [Amendments No.  
42 1 & 7]

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

4 [Amendment No. 7]  
5

6 A switchyard or dead-end transmission structure will interconnect the plant's output to the  
7 230-kV transmission network. The switchyard footprint will measure about 300 feet by 500  
8 feet. [Amendment No. 1]  
9

10 An auxiliary boiler will supply steam for plant start-ups and short duration shut-downs. The  
11 auxiliary boiler will be fueled with natural gas. [Amendment No. 3]  
12

13 Additional facilities will include: a plant services/warehouse building, a boiler feed pump  
14 building; a fire water pump building; a water treatment building; a clarifier; a settling basin; a  
15 condensate tank, a fire water/service water storage tank and two demineralized water storage  
16 tanks (440,000 gallon and 1,100,000 gallon capacity respectively); lubricating oil tanks; a natural  
17 gas metering station; natural gas compressor stations with electric compressors of 1,000 to  
18 7,000 horsepower total, enclosed in buildings with acoustical insulation; and, aqueous  
19 ammonia storage tanks (each with up to 70,000-gallon capacity and equipped with  
20 containment). [Amendments No. 1 & 7]  
21

22 Natural gas will not be stored at the energy facility site. Diesel fuel for the fire pumps and  
23 reciprocating engine micro-pilot systems will be stored in aboveground tanks. Water treatment  
24 chemicals will be stored in permanent aboveground storage tanks or portable plastic tanks  
25 (totes). To prevent storm water runoff from chemical storage, all fuel and chemical storage will  
26 be inside buildings or under cover in paved areas with a curb. All individual spill containment  
27 areas will be designed to hold at least 110 percent of the volume of liquids stored within them.  
28 [Amendment No. 7]  
29

30 A complete fire protection system will be installed within the buildings and yard areas at the  
31 energy facility site. The system will be designed to meet the requirements of the Uniform Fire  
32 Code, as amended by Oregon and the National Fire Protection Association, and all other  
33 applicable fire protection standards. The fire protection system will include a fire water system,  
34 a dry chemical extinguishing system, a carbon dioxide ("CO2") extinguishing system, and  
35 portable fire extinguishers. The road system within the energy facility site will be designed for  
36 access by large trucks needed for equipment and material deliveries. The minimum turning  
37 inside radius for roads will be 40 feet.  
38

39 The fire water system will include a fire water supply loop, fire hydrants, sprinkler systems, and  
40 hoses placed at appropriate locations. Reserved capacity in the 180,000-gallon fire  
41 water/service water storage tank will serve as the firewater source.  
42

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

4  
5 Portable fire extinguishers will be placed at key locations within the energy facility site. The  
6 type and number of portable fire extinguishers will conform to applicable code requirements.

7  
8 The Certificate Holder may develop the whole facility at the same time or it may develop only  
9 one of the generating units and the related or supporting facilities (“Phase 1”) or the two units  
10 of the energy facility in two distinct phases (“Phase 1” and “Phase 2”). As referred to in this Site  
11 Certificate, the Certificate Holder would develop Phase 1 first if it develops the energy facility in  
12 phases. Phase 1 would consist of the southernmost generating unit (“Unit 1”), including a  
13 combustion turbine generator, heat recovery steam generator, steam generator, one step-up  
14 transformer bank, auxiliary transformer, and cooling tower. Phase 1 would also include all of  
15 the energy facility components common to the two units and the related or supporting  
16 facilities. [Amendments No. 1 & 3]

17  
18 **Output.** The net electric power output of the energy facility will be up to 650 MW, comprised of  
19 base load generation, power augmentation (i.e. duct burning), and non-base load generation.  
20 The power augmentation and non-base load generation provide flexible peaking, load-  
21 following, and wind integration services that are needed to maintain a reliable and stable utility  
22 system. [Amendments No. 1, 3 & 7]

23  
24 The Certificate Holder proposes to operate Unit 1 with power augmentation technologies for  
25 3,000 hours annually on average. The Certificate Holder proposes to operate Unit 2 as a non-  
26 base load power plant. [Amendments No. 1,3 & 7]

27  
28 **Fuel Use.** The energy facility will use natural gas as the only fuel to power the turbines and the  
29 power augmentation technologies. It will use up to approximately 4,700 MMBtu per hour of  
30 natural gas at full load with the duct burners in operation at the average annual site condition.  
31 [Amendments No. 1, 3 & 7]

32  
33 **Water Use.** The energy facility will obtain water to generate steam and to cool the steam  
34 process from an existing PGE intake structure on the Bradbury Slough of the Columbia River.  
35 For Unit 1, the Certificate Holder obtained a permanent transfer of 5.4 cfs of a water right  
36 associated with PGE’s Trojan Nuclear Plant, Certificate No. 81969. For Unit 2, PGE will obtain a  
37 permanent transfer of an additional 3.0 cfs under the same water right.<sup>1</sup> [Amendments No. 1, 3  
38 &7]

39  
40 Average water demand over at the energy facility will be about 2,800 gallons per minute  
41 (“gpm”), or 4.03 million gallons per day (“gpd”). Peak water demand will be about 3,770 gpm,  
42 5.4 million gpd, or 8.4 cubic feet per second (“cfs”). [Amendments No.1,3 & 7]

---

<sup>1</sup> WRD will issue the transferred water right a new number, replacing #81969

1 PGE owns and operates an existing intake structure on the Bradbury Slough, which will be the  
2 authorized point of diversion for surface water rights transferred for use at the energy facility  
3 site. To serve the energy facility, PGE will place additional pumps within the existing intake  
4 facility. PGE will employ fish screens compliant with National Marine Fisheries Service (“NMFS”)  
5 screening criteria and Oregon Department of Fish and Wildlife (“ODFW”) criteria. [Amendments  
6 No. 1 & 7]  
7

8 **Wastewater.** Process blowdown is washdown water, filter backwash or other non-sanitary  
9 liquid waste produced within the energy facility. The average volume of process blowdown for  
10 both units combined will be about 30 gpm. Cooling system blowdown is water withdrawn from  
11 the cooling system to control the buildup of dissolved salts. The average volume of cooling  
12 system blowdown for both units combined will be about 970 gpm, but it could vary depending  
13 on the quality of the river water supply. The energy facility will discharge its process and cooling  
14 system blowdown to the Columbia River under a National Pollution Discharge Elimination  
15 System (“NPDES”) permit that the Port of St. Helens has requested from DEQ. [Amendments  
16 No. 1 & 7].  
17

18 The Certificate Holder will discharge sanitary sewage to an engineered septic tank and drain  
19 field at a rate of about 500 gallons per day, as permitted by a Water Pollution Control Facilities  
20 permit. The Certificate Holder will route storm water from roofs and paved areas to pervious  
21 areas to percolate into the shallow groundwater.  
22

### 23 C.1.b. Related or Supporting Facilities

24

25 The energy facility will include the following related or supporting facilities:  
26

27 **Natural Gas Pipelines.** Natural gas will fuel the combustion turbine generators and duct  
28 burners. The energy facility will be served by the Kelso-Beaver Pipeline, an existing FERC-  
29 regulated interstate pipeline with a current capacity of 193,000 decatherms per day. PGE owns  
30 the pipeline jointly with two other parties. To create the additional capacity that will be  
31 required to serve the energy facility, PGE will add 1,000 to 7,000 compressor horsepower to the  
32 Port Westward site and/or up to 8,000 compressor horsepower to the Kelso-Beaver Pipeline.  
33 All work on the existing pipeline will be subject to FERC approval. The addition of compressor  
34 horsepower is intended to ensure 300 to 1000 psig gas pressure at the Port Westward  
35 Industrial Area with total capacity of 310 million standard cubic feet/day. [Amendments No. 1 &  
36 7]  
37

38 The interconnecting pipeline, about 18 inches in diameter, between the existing Kelso-Beaver  
39 Pipeline and the energy facility will be about 1,000 feet long and will be installed below grade  
40 with appropriate cathodic protection.  
41

42 In addition, the facility will include as a related or supporting facility a secondary natural gas  
43 pipeline that will connect the energy facility to an extension of the existing 20-inch NW Natural  
44 Beaver Lateral. The connecting pipeline will be approximately 2000 feet long and about 12

1 inches in diameter. The new pipeline will be installed below grade with appropriate cathodic  
2 protection. The new pipeline will be owned and operated by NW Natural. [Amendment No. 5]  
3

4 **Water Supply Pipeline.** Water supply for the energy facility will be drawn from Bradbury Slough  
5 at about River Mile 53.8 of the Columbia River from an existing PGE intake facility for the PGE  
6 Beaver Generating Plant. The pump capacity of the existing intake facility will be expanded. No  
7 major structural improvements or modifications to the intake facility will be required. However,  
8 PGE will upgrade the fish screens to comply with NMFS and ODFW criteria regardless of  
9 whether it builds the Port Westward Generating Project. The Certificate Holder will install a  
10 water supply pipeline about 20 inches in diameter and 6,000 feet long to convey water from  
11 the intake facility to the energy facility. The water supply pipeline will traverse upland areas and  
12 will avoid wetlands. [Amendment No. 1]  
13

14 **Chlorination and Electrical Control Buildings.** Two small structures will be constructed on  
15 upland south of the intake facility. One structure, with a footprint of about 600 square feet, will  
16 be for chlorination. The other structure, with a footprint of about 150 feet, will be for electrical  
17 control. Underground lines in a 25-foot wide corridor will connect these structures to the intake  
18 structure. [Amendment No. 3]  
19

20 **Wastewater Pipeline.** Process and cooling wastewater discharged from the energy facility will  
21 be collected in a settling basin and returned to the Columbia River about one-half mile  
22 northwest of the energy facility, pursuant to the Port of St. Helens' NPDES permit. [Amendment  
23 No. 1]  
24

25 **Utility Lines Between the Energy Facility Site and the PGE Beaver Generating Plant.** The  
26 Certificate Holder will construct water, backup electricity and communications lines between  
27 the existing PGE Beaver Generating Plant and the energy facility. The Certificate Holder will  
28 install the lines below ground within existing roadways. Potable water may be conveyed to the  
29 energy facility in a pipeline from the potable water storage tank located in the vicinity of the  
30 PGE water intake facility that currently serves the PGE Beaver Generating Plant. The potable  
31 water pipeline will be about two inches in diameter. The Certificate Holder will install the  
32 potable water line underground. The potable water line will join the energy facility's water  
33 supply pipeline corridor at their intersection as shown on revised Figure B-2. [Amendment No.  
34 1]  
35

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

1 **Temporary Construction Staging and Laydown Areas.** Temporary construction staging and  
2 laydown areas totaling approximately 12.4 acres will be located around the energy facility site.  
3 Another laydown area of about 6 acres will be located on upland south of the existing PGE  
4 water intake structure. The areas will be used for storing equipment and materials and as  
5 staging areas for constructing the power plant. Construction laydown and staging areas are as  
6 depicted on Figure B-2 rev.1, submitted with the Fourth Request for Amendment on January  
7 18, 2006. [Amendment No. 4]  
8

9 In addition to the temporary construction staging and laydown areas approved through RFA #4  
10 and through the Change Order issued April 29, 2013, which allows the Certificate Holder to use  
11 a 9.13-acre graveled area within the fence line of the adjacent Beaver Generating Plant for  
12 laydown and staging area used in the construction of Unit 2, the Certificate Holder is authorized  
13 to use an additional approximately 10.9 acres for temporary laydown, as depicted in Figures 1-3  
14 of the Final Order approving Amendment #10. Specifically, the previously approved laydown  
15 area north of the energy facility site is expanded by approximately 1.9 acres; the previously  
16 approved laydown area to the south, in the vicinity of the water intake structure, is expanded  
17 by approximately 5.7 acres; and the Certificate Holder is authorized to use approximately 3.3  
18 acres within the fence line of the Beaver Generating Plant. [Amendment No. 10]  
19

20 **Spoils Disposal Area.** Excess soils from construction at the energy facility site will be spread  
21 across the spoils disposal site of about 11.6 acres, which will be located southeast of the PGE  
22 Beaver Generating Plant. [Amendment No. 3].  
23

24 **Electric Transmission Line.** The energy facility will deliver electric power to the regional grid by  
25 means of a new transmission line consisting of one 230 kV circuit on monopole towers (up to  
26 120 feet high) routed along existing power line easements. There are two transmission line  
27 alternative routes under consideration, with two other short alternative segments in the  
28 vicinity of the BPA Allston Substation:  
29

30 Alternative One. The first alternative will entail routing the transmission line from the energy  
31 facility to the Bonneville Power Administration (“BPA”) Allston Substation near Alston, Oregon  
32 (a distance of about 10 miles).  
33

34 Alternative Two. The second alternative will entail routing the transmission line from the  
35 energy facility to the PGE Trojan Substation near Goble, Oregon (a distance of about 20 miles).  
36

37 PWGP and the Summit Project present a unique situation regarding the transmission lines for  
38 their facilities. The two proposed energy projects will be located close to each other and will  
39 use the same existing transmission corridor and the same towers from Port Westward to the  
40 vicinity of the BPA Allston Substation, Alternative One. The towers will be double-circuited, with  
41 PWGP on one side and the Summit Project on the other.  
42

43 The Portland General Electric Transmission Group will build the transmission lines for either or  
44 both projects, depending on which energy facilities are eventually constructed. The

1 transmission line for each project is a related or supporting facility for that project, and  
2 therefore, must be built to Council standards. However, because the Council is reviewing the  
3 applications for both projects simultaneously, because they will use the same towers, and  
4 because the same company will build and operate the transmission lines, the Council has  
5 consolidated the reviews within the PWGP proceeding and is placing conditions for the  
6 transmission lines in the site certificate for the Port Westward Generating Project.  
7

8 Some conditions account for the possibility that the Certificate Holder may construct the Port  
9 Westward to BPA Allston Substation Transmission Line separately from constructing the energy  
10 facility. Additionally, if the Certificate Holder for PWGP does not construct the energy facility  
11 within the time specified in its Site Certificate or if it terminates its Site Certificate, the Council  
12 intends that the Certificate Holder of the Summit Project must amend its Site Certificate to  
13 include the 230 kV transmission line from the Summit Project to the BPA Allston Substation.  
14

## 15 **C.2. LOCATION OF THE FACILITY**

### 16 C.2.a. The Energy Facility Site

17  
18  
19 The energy facility will be located about seven miles by road northeast of the city of Clatskanie  
20 in Columbia County, Oregon. The energy facility site will be located on an approximately 852-  
21 acre parcel leased to PGE by the Port of St. Helens in Section 15, Township 8 North, Range 4  
22 West, Willamette Meridian. The energy facility site will be fenced and will comprise about 26  
23 acres of the larger parcel [Amendments No. 1, 2 & 7]  
24

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

### 30 C.2.b. Related or Supporting Facility Sites

31  
32 **Natural Gas Pipeline Corridors.** The primary natural gas pipeline will be about 18 inches in  
33 diameter and will interconnect with the existing Kelso-Beaver Pipeline about 1,000 feet west of  
34 the energy facility site. The natural gas pipeline corridor will lie within the 852-acre parcel  
35 leased to PGE by the Port of St. Helens and situated within Section 15, Township 8 North, Range  
36 4 West, Willamette Meridian.  
37

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

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

7  
8 **Chlorination and Electrical Control Buildings.** Two small structures will be constructed on  
9 upland south of the existing PGE Beaver Generating Plant water intake structure in Bradbury  
10 Slough. The two structures, with a combined footprint of about 750 square feet, will lie within  
11 the 852-acre parcel leased to PGE by the Port of St. Helens and situated within Section 15,  
12 Township 8 North, Range 4 West, Willamette Meridian. [Amendment No. 3].

13  
14 **Wastewater Pipeline Corridor.** Water discharged from the energy facility will be returned to  
15 the Columbia River about one-half mile northwest of the energy facility. The wastewater  
16 pipeline corridor will be about 100 feet wide and 2,400 feet long, will cover an area of about 6  
17 acres, and will lie primarily within the 852-acre parcel leased to PGE by the Port of St. Helens  
18 and situated within Section 15 and 16, Township 8 North, Range 4 West, Willamette Meridian.  
19 [Amendment No. 1]

20  
21 **Utility Line Corridor Between the Energy Facility Site and the PGE Beaver Generating Plant.**  
22 The Certificate Holder will construct a potable water pipeline, backup electricity line,  
23 communications line and possibly a demineralized water pipeline from the PGE Beaver  
24 Generating Plant or the potable water tank to the energy facility site. It will install the lines a  
25 minimum depth of three feet below grade in existing roadways entirely within the 825-acre  
26 parcel that the Port of St. Helens has leased to PGE. The parcel is located within Section 15 and  
27 22, Township 8 North, Range 4 West, Willamette Meridian. [Amendment No. 1]

28  
29 **Temporary Construction Staging and Laydown Areas.** Temporary construction staging and  
30 laydown areas totaling approximately 12.4 acres will be located around the energy facility site,  
31 within the 852-acre parcel leased to PGE by the Port of St. Helens and situated within Sections  
32 15 and 16, Township 8 North, Range 4 West, Willamette Meridian. Another laydown area of  
33 about 6 acres will be located on upland south of the existing PGE water intake structure within  
34 Section 15, Township 8 North, Range 4 West, Willamette Meridian. The areas will be used for  
35 storing equipment and materials and as staging areas for constructing the power plant.  
36 Construction laydown and staging areas are as depicted on Figure B-2 rev.1 as submitted with  
37 the Request for Fourth Amendment on January 18, 2006 [Amendment No. 4]

38  
39 **Spoils Disposal Area.** Excess soils from construction at the energy facility site will be spread  
40 across the spoils disposal site of about 11.6 acres, which will be located southeast of the PGE  
41 Beaver Generating Plant, within the 852-acre parcel leased to PGE by the Port of St. Helens and  
42 situated within Sections 15 and 22, Township 8 North, Range 4 West, Willamette Meridian.  
43 [Amendment No. 3]

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

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

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

26 Alternates 3 and 4. These short alternate segments are in the vicinity of the BPA Allston  
27 Substation. They provide flexibility for interconnecting with the substation.  
28

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

## 33 **D. COUNCIL SITING STANDARDS**

### 34 **D.1. [PLACEHOLDER]**

35 [No Conditions]  
36  
37

### 38 **D.2. ORGANIZATIONAL EXPERTISE**

39  
40 (1) The Certificate Holder shall report to the Department of Energy (“Department”) in a  
41 timely manner any change in the ownership of Portland General Electric Company  
42 (“PGE”).  
43

1 (2) Before beginning construction of the energy facility, the Port Westward to  
2 Bonneville Power Administration (“BPA”) Allston Substation Transmission Line, or other  
3 related or supporting facilities, the Certificate Holder shall identify to the Energy Facility  
4 Siting Council (“Council”) whom it has chosen to act in the role of the engineering,  
5 procurement and construction (“EPC”) contractor(s) for specific portions of the work.  
6

7 (3) If the Certificate Holder chooses a third-party contractor to operate the facility, the  
8 Certificate Holder shall submit to the Council the identity of the contractor so the  
9 Council may review the qualifications and capability of the contractor to meet the  
10 standards of OAR 345-0022-0010. If the Council finds that a new contractor meets these  
11 standards, the Council shall not require an amendment to the Site Certificate for the  
12 Certificate Holder to hire the contractor.  
13

14 (4) Any matter of non-compliance under this Site Certificate shall be the responsibility  
15 of the Certificate Holder. Any notice of violation issued under the Site Certificate will be  
16 issued to the Certificate Holder. Any civil penalties levied shall be levied on the  
17 Certificate Holder.  
18

19 (5) The Certificate Holder shall contractually require the EPC contractor(s) and all  
20 independent contractors and subcontractors involved in the construction and operation  
21 of the facility to comply with all applicable laws and regulations and with the terms and  
22 conditions of the Site Certificate. Such contractual provision shall not operate to relieve  
23 the Certificate Holder of responsibility under the Site Certificate.  
24

25 (6) The Certificate Holder shall obtain necessary state and local permits or approvals  
26 required for the construction, operation and retirement of the facility or ensure that its  
27 contractors obtain the necessary state and local permits or approvals.  
28

29 (7) [Deleted]. [Amendments No. 1 & 7]  
30

31 (8) Before beginning construction of the energy facility, the Certificate Holder shall  
32 deliver to the Department evidence that the Oregon Department of Environmental  
33 Quality has issued to the Port of St. Helens a National Pollutant Discharge Elimination  
34 System (“NPDES”) permit that provides for the discharge of non-sanitary wastewater  
35 from the Port Westward Industrial Site, including all non-sanitary wastewater produced  
36 by the energy facility.  
37

38 (9) Before beginning construction of the energy facility, the Certificate Holder shall  
39 deliver to the Department a copy of the agreement between the Certificate Holder and  
40 the Port of St. Helens that provides for discharge of non-sanitary wastewater from the  
41 energy facility by means of the NPDES permit issued to the Port of St. Helens.  
42  
43

1 **D.3. RETIREMENT AND FINANCIAL ASSURANCE**

2  
3 (1) The Certificate Holder shall retire the facility if the Certificate Holder permanently ceases  
4 construction or operation of the facility. The Certificate Holder shall retire the facility  
5 according to a final retirement plan approved by the Council, as described in OAR 345-027-  
6 0110, and prepared pursuant to Condition D.3(2).  
7

8 (2) Two years before closure of the energy facility, the Certificate Holder shall submit to the  
9 Department a proposed final retirement plan for the facility and site, pursuant to OAR 345-  
10 027-0110, including:  
11

12 (a) A plan for retirement that provides for completion of retirement within two years of  
13 permanent cessation of operation of the energy facility and that protects the public  
14 health and safety and the environment;  
15

16 (b) A description of actions the Certificate Holder proposes to take to restore the site to  
17 a useful, non-hazardous condition; and,  
18

19 (c) A detailed cost estimate, a comparison of that estimate with the dollar amount  
20 secured by a bond or letter of credit and any amount contained in a retirement fund,  
21 and a plan for assuring the availability of adequate funds for completion of retirement.  
22

23 (3) The Certificate Holder shall prevent the development of any conditions on the site that  
24 would preclude restoration of the site to a useful, non-hazardous condition to the extent  
25 that prevention of such site conditions is within the control of the Certificate Holder.  
26

27 (4) A retirement plan that the Certificate Holder submits may provide transmission lines  
28 constructed and operated under this Site Certificate remain in operation to serve other  
29 energy facilities. [Amendment No. 3]  
30

31 (5) The Certificate Holder shall submit to the State of Oregon, through the Council, a bond  
32 or letter of credit in the amount described below, naming the State of Oregon, acting by  
33 and through the Council, as beneficiary or payee [Amendments No. 3 & 7]  
34

35 (a) Before beginning construction of Unit 1, the Certificate Holder submitted a bond or  
36 letter of credit in the amount of \$3,698,000 (in 2004 dollars as of the fourth quarter).  
37 Upon execution of the Seventh Amended Site Certificate, the Certificate Holder shall  
38 adjust the amount of the bond or letter of credit to \$5,201,000 (in 1st Quarter 2010  
39 dollars). [Amendments No. 1, 3 & 7]  
40

41 (b) Before beginning construction of Unit 2, the Certificate Holder shall submit a bond  
42 or letter of credit in an amount equal to the sum of (i) \$5,201,000 (in 1<sup>st</sup> Quarter 2010  
43 dollars) for Unit 1, plus (ii) an amount for Unit 2 determined by application of the

1 Department's Facility Retirement Cost and Estimating Guide<sup>2</sup> subject to review and  
2 approval by the Department. [Amendments No. 3 & 7]  
3

4 (c) [Deleted]. [Amendments No. 1 & 3]  
5

6 (d) The form of the bond or letter of credit and identity of the issuer shall be subject to  
7 approval by the Council.  
8

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

13 (f) The calculation of 1st quarter 2010 dollars (or 2002 dollars for purposes of any five  
14 year supplemental payments for carbon dioxide offsets for power augmentation on Unit  
15 1) shall be made using the U.S. Gross Domestic Product Implicit Price Deflator, Chain-  
16 Weight, as published in the Oregon Department of Administrative Services' "Oregon  
17 Economic and Revenue Forecast," or by any successor agency (the "Index")<sup>3</sup>. If at any  
18 time the Index is no longer published, the Council shall select a comparable calculation  
19 of 2002, 2004 and 2010 dollars. [Amendments No. 3, 6 and 7]  
20

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

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

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

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

---

<sup>2</sup> The Department's Facility Retirement Cost and Estimating Guide is available from the Oregon Department of Energy

<sup>3</sup> DAS maintains the Index and places it on line at

<http://www.oregon.gov/DAS/OEA/docs/economic/econdata/other-quarterly.xls>

1 (8) Before beginning operation of the energy facility, the Certificate Holder shall prepare  
2 and submit to the Department a materials management and monitoring plan that addresses  
3 the handling of hazardous substances, the measures it will implement to prevent site  
4 contamination, and how it will document implementation of the plan during operation. The  
5 materials management and monitoring plan shall be subject to approval by the  
6 Department.

7  
8 (9) Not later than 10 years after the date of commercial operation of Phase 1 of the energy  
9 facility, and each 10 years thereafter during the life of the energy facility, the Certificate  
10 Holder shall complete an independent Phase I Environmental Site Assessment of the energy  
11 facility site. Within 30 days after its completion, the Certificate Holder shall deliver the  
12 Phase I Environmental Site Assessment report to the Department. [Amendment No. 1]  
13

14 (10) In the event that any Phase I Environmental Site Assessment identifies improper  
15 handling or storage of hazardous substances or improper record keeping procedures, the  
16 Certificate Holder shall correct such deficiencies within six months after completion of the  
17 corresponding Phase I Environmental Site Assessment. It shall promptly report its corrective  
18 actions to the Department. The Council shall determine whether the corrective actions are  
19 sufficient.  
20

21 (11) The Certificate Holder shall report any release of hazardous substances, pursuant to  
22 DEQ regulations, to the Department within one working day after the discovery of such  
23 release. This obligation shall be in addition to any other reporting requirements applicable  
24 to such a release.  
25

26 (12) If the Certificate Holder has not remedied a release consistent with applicable Oregon  
27 Department of Environmental Quality standards or if the Certificate Holder fails to correct  
28 deficiencies identified in the course of a Phase I Environmental Site Assessment within six  
29 months after the date of the release or the date of completion of the Phase I Environmental  
30 Site Assessment, the Certificate Holder shall submit within such six-month period to the  
31 Council for its approval an independently prepared estimate of the additional cost of  
32 remediation or correction.  
33

34 (a) Upon approval of an estimate by the Council, the Certificate Holder shall increase the  
35 amount of its bond or letter of credit by the amount of the estimate.  
36

37 (b) In no event, however, shall the Certificate Holder be relieved of its obligation to  
38 exercise all due diligence in remedying a release of hazardous substances or correcting  
39 deficiencies identified in the course of a Phase I Environmental Site Assessment.  
40

41 (13) All funds received by the Certificate Holder from the salvage of equipment and  
42 buildings shall be committed to the restoration of the energy facility site to the extent  
43 necessary to fund the approved site restoration and remediation.  
44

1 (14) The Certificate Holder shall pay the actual cost to restore the site to a useful, non-  
2 hazardous condition at the time of retirement, notwithstanding the Council's approval in  
3 the Site Certificate of an estimated amount required to restore the site.  
4

5 (15) If the Council finds that the Certificate Holder has permanently ceased construction or  
6 operation of the facility without retiring the facility according to a final retirement plan  
7 approved by the Council, as described in OAR 345-027-0110 and prepared pursuant to  
8 Condition D.3(2), the Council shall notify the Certificate Holder and request that the  
9 Certificate Holder submit a proposed final retirement plan to the Department within a  
10 reasonable time not to exceed 90 days.  
11

12 (a) If the Certificate Holder does not submit a proposed final retirement plan by the  
13 specified date or if the Council rejects the retirement plan that the Certificate Holder  
14 submits, the Council may direct the Department to prepare a proposed a final  
15 retirement plan for the Council's approval.  
16

17 (b) Upon the Council's approval of the final retirement plan prepared pursuant to  
18 subsection (a), the Council may draw on the bond or letter of credit described in  
19 Condition D.3(5) and shall use the funds to restore the site to a useful, non-hazardous  
20 condition according to the final retirement plan, in addition to any penalties the Council  
21 may impose under OAR Chapter 345, Division 29.  
22

23 (c) If the amount of the bond or letter of credit is insufficient to pay the actual cost of  
24 retirement, the Certificate Holder shall pay any additional cost necessary to restore the  
25 site to a useful, non-hazardous condition.  
26

27 (d) After completion of site restoration, the Council shall issue an order to terminate the  
28 Site Certificate if the Council finds that the facility has been retired according to the  
29 approved final retirement plan.  
30

31 (16) In the event that soils are removed from the temporary laydown areas approved  
32 through Amendment #10, the site certificate holder shall manage and dispose of the soil in  
33 a manner consistent with the *Hazardous Materials Management and Monitoring Plan* for  
34 Unit 2, and in accordance with state cleanup and solid waste statutes and rules.  
35 [Amendment No. 10]  
36

#### 37 **D.4. LAND USE** 38

39 (1) Before beginning construction of the energy facility, the Certificate Holder shall  
40 submit a landscaping plan for the energy facility to Columbia County as part of its  
41 building permit application for the energy facility. The landscaping plan shall be subject  
42 to County approval, provided that the plan is consistent with this Site Certificate and the  
43 Final Order. The Certificate Holder shall implement the landscaping plan.  
44

1 (2) Before beginning construction of the energy facility, the Certificate Holder shall  
2 submit a site plan to Columbia County as part of its building permit application.  
3

4 (3) Before beginning construction of the energy facility, the Certificate Holder shall  
5 submit to Columbia County as part of its building permit application for the energy  
6 facility a final parking lot plan that complies with Section 1400 of the Columbia County  
7 Zoning Ordinance. The parking plan shall be consistent with this Site Certificate and  
8 Attachment D of the Final Order. The Certificate Holder shall implement the parking lot  
9 plan.  
10

11 (4) Before beginning construction of the energy facility or the Port Westward to BPA  
12 Allston Substation Transmission Line, as appropriate, the Certificate Holder shall apply  
13 for and obtain all appropriate land use permits from Columbia County and the City of  
14 Rainier.  
15

16 (5) Before beginning construction of the energy facility, the Certificate Holder shall enter  
17 into a written contract with Columbia County that recognizes the rights of land owners  
18 who are adjacent to and nearby the corridor for the transmission line from the BPA  
19 Allston Substation to the Trojan Nuclear Plant where it crosses PF-76 and FA-19 zones to  
20 conduct forest operations consistent with the Forest Practices Act and Rules for uses  
21 authorized in OAR 660-006-0025, subsections (4)(e), (m), (s), (t), and (w).  
22

#### 23 **D.5. STRUCTURAL STANDARD** 24

25 (1) The Certificate Holder shall design, engineer and construct the facility to avoid  
26 dangers to human safety presented by seismic hazards affecting the site that are  
27 expected to result from all maximum probable seismic events. In no event shall the  
28 recommended seismic design parameters be any less than those prescribed by the  
29 Oregon Uniform Building Code. As used in this condition, "seismic hazard" includes  
30 ground shaking, landslide, liquefaction, lateral spreading, tsunami inundation, fault  
31 displacement, and subsidence.  
32

33 (2) If the Certificate Holder does not have subsurface information for design of the  
34 transmission lines that is acceptable to the Department and the Oregon Department of  
35 Geology and Mineral Industries ("DOGAMI"), then the Certificate Holder shall drill  
36 exploratory borings at critical locations during final design of the proposed transmission  
37 lines.  
38

39 (3) Before beginning construction of the facility, the Certificate Holder shall provide the  
40 Department and DOGAMI with a report containing results of geotechnical investigations  
41 and recommendations for the design of the energy facility, transmission lines and other  
42 related or supporting facilities.  
43

1 (a) The Certificate Holder shall prepare the report consistent with the study designs  
2 detailed in the Section D.5 of the Final Order and Section H.3 the Application for a  
3 Site Certificate (“ASC”).  
4

5 (b) If DOGAMI is not able to review the reports, the Department shall arrange, in  
6 consultation with DOGAMI, for an independent review of the report by a qualified  
7 registered geologist.  
8

9 (c) If the Certificate Holder begins construction of the Port Westward to BPA Allston  
10 Substation Transmission Line before beginning construction of other parts of the  
11 facility, Condition D.5(3) shall apply only to the Port Westward to BPA Allston  
12 Substation Transmission Line as long as it is the only part of the facility under  
13 construction.  
14

15 (4) In addition to, or concurrent with Condition D.5(3), before beginning construction  
16 within the City of Rainier's Watershed zone, the Certificate Holder shall submit to the  
17 City of Rainier, the Department and DOGAMI a geotechnical report prepared by a  
18 registered engineer establishing that it can safely accomplish any construction in a  
19 known slide hazard area, flood hazard area, or drainage way, or on slopes exceeding 20  
20 percent in that zone.  
21

22 (5) If the geotechnical investigation reveals evidence that is not described in the ASC,  
23 the Certificate Holder shall revise the facility design parameters to comply with  
24 appropriate Uniform Building Code requirements.  
25

26 (6) The Certificate Holder shall notify the Department, the State Building Codes Division  
27 and DOGAMI promptly if site investigations or trenching reveals that subsurface  
28 conditions differ significantly from those described in the ASC. After the Department  
29 receives the notice, the Council may require the Certificate Holder to consult with  
30 DOGAMI and the Building Codes Division and to propose mitigation actions.  
31

32 (7) The Certificate Holder shall notify the Department, the Building Codes Division and  
33 DOGAMI promptly if shear zones, artesian aquifers, deformations, or clastic dikes are  
34 found at or in the vicinity of the facility site.  
35

36 (8) The Certificate Holder shall design, engineer and construct the facility to avoid  
37 dangers to human safety presented by non-seismic or aseismic hazards affecting the  
38 site. As used in this condition, “non-seismic or aseismic hazards” includes settlement,  
39 landslides, groundwater, flooding, and erosion.  
40

41 (9) The secondary gas supply pipeline constructed and operated by NWN shall be  
42 designed to accommodate the potential for different settlement and seismic induced  
43 differential deformation, particularly where the pipeline connects to the existing supply  
44 line

1  
2 **D.6. SOIL PROTECTION**  
3

4 (1) Upon completion of construction in an area, the Certificate Holder shall use native  
5 seed mixes to restore vegetation to the extent practicable and shall landscape portions  
6 of the site disturbed by construction in a manner compatible with the surroundings and  
7 proposed use. Conditions D.6(1) through D.6(6) shall apply to all soil disturbing  
8 activities, including maintenance, repair, reconstruction, and retirement of facilities.  
9 [Amendment No. 1]  
10

11 (2) The Certificate Holder shall employ the following measures to control soil erosion  
12 and sediment runoff by water and wind erosion:  
13

14 (a) Avoid excavation and other soil disturbances beyond that necessary for  
15 construction of the facility or confine equipment use to specific areas.  
16

17 (b) Remove vegetation only as necessary.  
18

19 (c) Apply water or mulch, as necessary, for wind erosion control during construction.  
20

21 (d) Revegetate those construction areas that will no longer be used.  
22

23 (e) Use temporary erosion and sediment control measures, such as sediment fences,  
24 straw wattles, bio-filter bags, mulch, permanent and temporary seeding, sediment  
25 traps and/or basins, rock check dams or gravel filter berms, and gravel construction  
26 entrances, and maintain these features throughout construction and restoration to  
27 reduce the potential for soil erosion and sediment runoff.  
28

29 (f) Protect soil stockpiles with mulch and plastic sheeting.  
30

31 (3) If excessively wet conditions occur during construction, the Certificate Holder shall  
32 limit construction activities during such periods to the degree practicable in areas  
33 susceptible to soil compaction.  
34

35 (4) After completing construction in an area, the Certificate Holder shall monitor the  
36 construction area for a period of 12 months to evaluate whether construction-related  
37 impacts to soils are being adequately addressed by the mitigation procedures described  
38 in the Sediment Erosion and Control Plan. It shall submit its quality assurance measures  
39 to the Department for approval before beginning monitoring.  
40

41 (5) After completing construction in an area, the Certificate Holder shall use the results  
42 of the monitoring program in Condition D.6(4) to identify remaining soil impacts  
43 associated with construction that require mitigation. As necessary, the Certificate  
44 Holder shall implement follow-up restoration measures to address those remaining

1 impacts and shall report in a timely manner to the Department what measures it has  
2 taken.

3  
4 (6) The Certificate Holder shall remove trapped sediment when the capacity of the  
5 sediment trap has been reduced by 50 percent and shall place such sediment in an  
6 upland area certified by a qualified wetland specialist.

7  
8 (7) The Certificate Holder shall contain all fuel and chemical storage in paved spill  
9 containment areas with a curb.

10  
11 (8) The Certificate Holder shall design all inside spill containment areas to hold at least  
12 110 percent of the volume of liquids stored within them.

13  
14 (9) The Certificate Holder shall design all spill containment areas located outdoors to  
15 hold at least 110 percent of the volume of liquids stored within them, together with the  
16 volume of precipitation that might accumulate during the 100-year return frequency  
17 storm.

18  
19 (10) During operation, the Certificate Holder shall minimize drift from the cooling  
20 towers through the use of high efficiency drift eliminators that allow no more than  
21 0.002 percent drift.

22  
23 **D.7. PROTECTED AREAS**

24 [No Conditions]

25  
26 **D.8. FISH AND WILDLIFE HABITAT**

27  
28 (1) The Certificate Holder shall, to the extent practicable, avoid and, where avoidance is  
29 not possible, minimize construction and operation disturbance to areas of native  
30 vegetation and areas that provide important wildlife habitat. With respect to  
31 construction of the facility, the Certificate Holder shall mitigate possible impacts to  
32 wildlife by measures including, but not limited to, the following:

33  
34 (a) Posting speed limit signs throughout the energy facility construction zone.

35  
36 (b) Instructing construction personnel, including construction contractors and their  
37 personnel, on sensitive wildlife of the area and on required precautions to avoid  
38 injuring or destroying wildlife.

39  
40 (c) Instructing construction personnel, including construction contractors and their  
41 personnel, to watch out for wildlife while driving through the facility site, to  
42 maintain reasonable driving speeds so as not to harass or strike wildlife accidentally,  
43 and to be cautious and drive at slower speeds in a period from one hour before  
44 sunset to one hour after sunrise when some wildlife species are the most active.

1 (d) Requiring construction personnel, including construction contractors and their  
2 personnel, to report any injured or dead wildlife detected at the facility site.  
3

4 (2) The Certificate Holder shall construct, operate and retire the facility to minimize  
5 impacts to vegetation and habitat.  
6

7 (a) The energy facility shall be located within previously disturbed Habitat Category  
8 6, non-native grassland Habitat Category 4, and palustrine emergent and  
9 forested/scrub-shrub wetlands Habitat Category 3.  
10

11 (b) The Certificate Holder shall limit Habitat Category 3 impacts to 0.43 acres of  
12 permanent impact within palustrine emergent and forested/scrub-shrub wetlands.  
13

14 (3) The Certificate Holder shall site transmission towers outside wetlands and  
15 waterways to the greatest extent practicable. If the Certificate Holder must site  
16 transmission towers in riparian zones or wetlands, the Certificate Holder shall use a  
17 monopole design for the transmission towers to minimize ground impacts and  
18 vegetation control, except where it would have to cross the existing BPA lines.  
19

20 (4) The Certificate Holder shall prohibit construction and maintenance equipment from  
21 entering perennial and intermittent streams, except as follows:  
22

23 (a) Construction equipment may cross a stream if it is dry;  
24

25 (b) Construction equipment may cross streams that are not dry by using temporary  
26 structures to bridge the stream in a manner that minimizes disturbance to the bed,  
27 banks and water of the stream;  
28

29 (c) Construction equipment may cross a wet stream if the Certificate Holder notifies  
30 the Division of State Lands, the Oregon Department of Fish and Wildlife (“ODFW”)  
31 and the Department of its intent to cross the stream prior to the crossing and these  
32 agencies concur that the crossing is acceptable.  
33

34 (A) The Certificate Holder shall return any stream bed or bank that it disturbs  
35 during construction or maintenance to conditions that are comparable to pre-  
36 disturbed conditions, including stabilizing the bed and banks and revegetating  
37 the riparian area with appropriate plant species.  
38

39 (B) The Certificate Holder shall construct wet stream crossings within the ODFW-  
40 designated in-water work period.  
41

42 (C) The Certificate Holder shall keep the wet stream crossing width to the  
43 minimum needed.  
44

1 (5) The Certificate Holder shall take advantage of existing roads to the extent  
2 practicable.  
3

4 (6) Before beginning construction of the energy facility or beginning construction of the  
5 transmission lines, and in the appropriate season, the Certificate Holder shall conduct  
6 wildlife surveys within 0.25 miles of the site to locate great blue heron rookeries. Should  
7 it locate rookeries, the Certificate Holder shall consult with ODFW and the Department  
8 to determine the action necessary to avoid adverse impacts. If it cannot avoid impacts,  
9 the Certificate Holder shall suspend construction in the affected areas during the critical  
10 nesting period of the species, as determined by the Department in consultation with  
11 ODFW.  
12

13 (7) The Certificate Holder will confirm breeding status and nest location of the Crims  
14 Island bald eagles each year and consult with the Department and ODFW concerning the  
15 need for monitoring and/or modifications to construction activities if:  
16

17 a) the project scope changes in a manner that may affect the bald eagles; and/or,  
18

19 b) the location(s) of bald eagle nests on Crims Island changes (e.g. moves closer to  
20 the project construction site). [Amendment No. 7]  
21

22 (8) As possible and practicable, the Certificate Holder shall conduct site preparation for  
23 construction of the PW2 facility in a manner that minimizes potential for impacting  
24 nesting native birds protected by the Migratory Bird Treaty Act (MBTA), such as  
25 conducting initial site clearing outside of the breeding season for most birds (generally  
26 March-July). Prior to commencement of construction activity during the breeding  
27 season, a qualified biologist will conduct a walk-down of the construction site to  
28 determine the presence of any active bird nests and to rescue and relocate any  
29 nongame protected wildlife (OAR 635-045-0002) that may be encountered according to  
30 the methods provided by ODFW. Surveys will be conducted by a qualified wildlife  
31 biologist and will include complete coverage of all areas to be disturbed using  
32 systematic transects spaced a maximum of 5 meters apart. As applicable considering  
33 construction schedule, PGE will also conduct a survey beginning in March prior to  
34 construction to detect any streaked horned larks that could be using the very limited  
35 amount of potential breeding habitat on site. PGE's survey protocol methods will be  
36 coordinated with ODFW. Construction personnel will be trained regarding avian  
37 awareness issues and reporting of bird nests and dead birds found at the construction  
38 site (also see Condition D.8(1) for wildlife awareness requirements). The Certificate  
39 Holder will consult with USFWS and ODFW regarding any active bird nests found within  
40 the construction disturbance area. [Amendments No. 7 & 9]

41 (9) The Certificate Holder shall schedule construction at the existing raw water intake  
42 pump station to avoid the purple martin nesting season (April 1 through June 30).

1 Before beginning construction at the existing raw water intake pump station, the  
2 Certificate Holder shall conduct a survey to determine the exact location of any purple  
3 martin nests. Should the Certificate Holder cause unavoidable impacts to occur to any  
4 purple martin nest, it shall construct, install and maintain an artificial nest site at a  
5 nearby location. It shall pick an appropriate location in consultation with ODFW and the  
6 Department.

7  
8 (10) When working around riparian areas or waterways, the Certificate Holder shall use  
9 only herbicide labeled for use in those areas. The Certificate Holder shall abide by all  
10 labeling instructions when using herbicides for vegetation maintenance associated with  
11 the energy facility and transmission lines rights-of-way.

12  
13 (11) The Certificate Holder shall locate chemical storage, servicing of construction and  
14 maintenance equipment and vehicles, and overnight storage of wheeled vehicles at  
15 least 330 feet from any wetland or waterway.

16  
17 (12) The Certificate Holder shall not construct any structure other than fences, signs and  
18 the water supply pipeline within 50 feet of any Class I river, stream or the emergent  
19 vegetation adjacent to such a river or stream or within 25 feet of any other rivers,  
20 streams, and sloughs or the emergent vegetation adjacent to such a river, stream, or  
21 slough or within the riparian corridors established under Columbia County Zoning  
22 Ordinance Section 1172, as appropriate for the local jurisdiction. [Amendment No. 2]

23  
24 (13) To mitigate for impacts to 19 acres of non-native grassland, the Certificate Holder  
25 shall protect 19 acres of on-site emergent wetland habitat identified in the ASC by  
26 execution of a conservation easement for the life of the energy facility. Before beginning  
27 construction of Phase 1 of the energy facility, the Certificate Holder shall provide a copy  
28 of the conservation easement or similar conveyance to the Department. [Amendment  
29 No. 1]

30  
31 (14) The Certificate Holder shall restore temporary upland and wetland disturbance  
32 areas by returning the areas to their original grade and seeding, with appropriate seed  
33 mixes as recommended by ODFW and as described in Exhibit P, Section P.8.1, of  
34 Certificate Holder's Request for Amendment No. 7,<sup>4</sup> and by mulching the areas with  
35 straw. [Amendment No. 7]

36  

---

<sup>4</sup> PGE submitted revised Exhibit P of its request for amendment 7 in a November 19, 2009 letter from Rick Tetzloff to Adam Bless "Port Westward Generating Project – Revisions to Request to Amend Site Certificate (Amendment 7) to address ODFW comments." Revised section P.8.1 is attached to this Site Certificate as Attachment D.

1 (15) The Certificate Holder shall not clear any more riparian vegetation than is necessary  
2 for the permitted land use, including clearing required for safety purposes, during  
3 construction or operation of the facility.  
4

5 (16) During construction of the transmission line(s) and maintenance of the rights-of-  
6 way, the Certificate Holder shall limit clearing of vegetation in riparian areas and  
7 wetlands to that needed to prevent contact with the transmission line and to meet  
8 clearance standards for safety and transmission line reliability, as provided in the  
9 appropriate sections of the National Electrical Code. [Amendment No. 2]  
10

11 (17) The Certificate Holder shall mitigate for impacts to riparian shrub and forest habitat  
12 that result in canopy cover of less than 25 percent by revegetating these areas with  
13 appropriate native woody species according to the Typical Revegetation Plan (ASC,  
14 Exhibit Q, page Q-6.1).  
15

16 (18) The Certificate Holder shall, as soon as practicable and appropriate after  
17 completing construction in an area, implement the mitigation measures specified in  
18 Conditions D.8(13), D.8(14) and D.8(17).  
19

20 (19) The Certificate Holder shall monitor revegetated areas for a period of five years and  
21 shall ensure that new vegetation has an 80 percent survival rate.  
22

23 (20) The Certificate Holder shall monitor and control nuisance and invasive plant species  
24 annually for a period of five years in areas where vegetation removal and/or  
25 revegetation has occurred in (1) riparian areas and wetlands along the transmission line  
26 rights-of-way, and (2) in areas temporarily disturbed by construction of the raw water,  
27 gas, and process water discharge lines, in all temporary construction staging and  
28 laydown areas, and in the spoils disposal site. [Amendments No. 3 & 10]  
29

30 (21) The Certificate Holder shall submit an annual monitoring report to ODFW and the  
31 Department during the five-year monitoring period specified in Condition D.8(20).  
32

33 (22) Within one year after completion of construction of the facility or the Port  
34 Westward to BPA Allston Substation Transmission Line, if constructed separately, the  
35 Certificate Holder shall provide a summary report to ODFW and the Department that  
36 identifies the revegetation actions it took and the results of revegetation monitoring  
37 conducted to that time. If the Certificate Holder constructs the energy facility in phases,  
38 the Certificate Holder shall provide the summary report to ODFW and the Department  
39 within one year after completion of each phase. [Amendment No. 1]  
40

41 (23) Within three months after completion of the final annual monitoring survey, the  
42 Certificate Holder shall provide a report to ODFW and the Department that presents the  
43 results of its revegetation monitoring.  
44

1 (24) If revegetation is not successful at establishing appropriate plant cover and  
2 controlling erosion, the Certificate Holder shall take remedial actions as the Department  
3 directs.  
4

5 (25) To mitigate for impacts to 8.5 acres of non-native grassland, the Certificate Holder  
6 shall protect and enhance at least 8.5 acres of on-site emergent wetland habitat  
7 identified in Certificate Holder's Request for Amendment No. 7 by execution of a  
8 conservation easement for the life of the energy facility. Habitat enhancement  
9 measures will include planting of trees and shrubs and controlling invasive plant species  
10 as described in revised Exhibit P, Section P.8.1 of Certificate Holder's Request for  
11 Amendment No. 7, November 19, 2009 revision (Attachment D of the Site Certificate).  
12 Before beginning construction of Unit 2 of the energy facility, the Certificate Holder shall  
13 provide a copy of the conservation easement or similar conveyance to the Department.  
14 [Amendment No. 7]  
15

16 (26) Within 120 days of completing construction of Unit 2, the Certificate Holder shall  
17 initiate restoration of all temporarily disturbed construction laydown areas by  
18 implementing the following measures:  
19

20 (1) Removal of gravel and fabric  
21

22 (2) Ground decompaction  
23

24 (3) Revegetation with an ODFW-approved native seed mix.  
25

26 The Certificate Holder shall maintain and monitor revegetated areas and report on  
27 the status of revegetation efforts until the Department determines that the each  
28 revegetated area has demonstrated successful uplift for two consecutive years. The  
29 Department shall determine successful uplift in consultation with ODFW, based on  
30 the following percent cover targets:  
31

- 32 • 60% cover by native grasses
- 33 • 10% cover by native forbs
- 34 • 10% cover by bare ground
- 35 • Not to exceed 20% cover by non-native plants.

36 [Amendment No. 10]  
37

38 (27) The Certificate Holder shall not use the South Laydown Area prior to October 1,  
39 2013, unless a qualified biologist has determined that the adjacent osprey nest is  
40 inactive, and the Department has concurred with that determination in writing.  
41 [Amendment No. 10]  
42

#### 43 **D.9. THREATENED AND ENDANGERED SPECIES** 44

1 (1) Before beginning construction of the transmission line between the BPA Allston  
2 Substation and the Trojan Nuclear Plant, the Certificate Holder shall direct qualified  
3 personnel to conduct species ground surveys along the transmission line corridor and within  
4 150 feet on either side of the transmission line corridor at the appropriate time of year to  
5 determine the presence of listed plant species. If listed plant species are identified in the  
6 course of the species ground surveys, their presence shall be noted on maps, and PGE shall  
7 provide copies of the maps to the Department and the Department of Agriculture.  
8

9 (2) During construction of the transmission lines, the Certificate Holder shall manipulate  
10 construction equipment and site poles, towers and access roads to avoid impacts, except as  
11 provided in Condition D.9(4), to known populations of state- or federally-listed plant  
12 species.  
13

14 (3) The Certificate Holder shall ensure that all maintenance practices along the transmission  
15 line corridor minimize impacts to known populations of listed plant species.  
16

17 (4) In the event the Certificate Holder determines that it cannot avoid known populations of  
18 listed plant species, the Certificate Holder shall engage qualified personnel to determine  
19 whether the proposed action has the potential to reduce appreciably the likelihood of the  
20 survival or recovery of the listed species, notify the Department of its findings, and obtain  
21 approval from the Oregon Department of Agriculture before proceeding with construction  
22 activities that affect the listed plant species. (OAR 603-073-0090).  
23

24 (5) Before beginning construction of the transmission line, the Certificate Holder shall  
25 employ measures to protect raptors in the design and construction of transmission lines. It  
26 shall design all energized transmission conductors with either a minimum separation of nine  
27 feet or other measures to reduce the potential for electrocution of raptors or other birds.  
28

29 (6) The Certificate Holder shall not conduct construction activities at the transmission line  
30 terminus at the Trojan Nuclear Plant that generate extreme noise or high levels of visual  
31 disturbance during the peregrine falcon critical nesting period from January 1 to June 30.  
32 Such activities include pile driving, excavation, and grading for ground stabilization purposes  
33 and site preparation. Construction activities involving lower levels of visible activity and less  
34 noise are allowed throughout the year. These include such activities as excavating and  
35 setting forms, pouring footings, erecting power line towers and bus duct, hanging conductor  
36 wires, installing control wires, and testing.  
37

38 (a) Prior to beginning construction at the terminus site, the Certificate Holder shall  
39 provide the Department and ODFW with a final construction schedule that lists various  
40 construction activities, and time periods when specific work will be conducted. The  
41 schedule shall include information on the types of heavy construction equipment that  
42 will be used and the approximate number of workers and shall demonstrate that the  
43 construction activities are consistent with the limitations of this condition. The  
44 Certificate Holder shall provide scheduling updates as necessary to alert the Department

1 and ODFW ahead of time of any proposed changes in the work schedule should the  
2 changes occur during the critical nesting period.

3  
4 (b) The Certificate Holder shall monitor peregrine falcon activity at the transmission line  
5 terminus at the Trojan Nuclear Plant between January 1 to June 30 of construction  
6 years. Before beginning construction at the transmission line terminus at the Trojan  
7 Nuclear Plant, the Certificate Holder shall coordinate with ODFW and the Department  
8 and shall consequently prepare a peregrine falcon contingency plan. This contingency  
9 plan shall address actions that the Certificate Holder would undertake in the event that  
10 the Department and ODFW determine that monitoring shows the peregrine falcon pair's  
11 nesting activities are negatively affected by the transmission line construction activities.

12  
13 (c) The Certificate Holder shall not proceed with construction activity at the  
14 transmission line terminus at the Trojan Nuclear Plant during the peregrine falcon  
15 critical nesting period from January 1 to June 30 to the extent that ODFW or the  
16 Department determines that the activity is not consistent with the limitations of this  
17 condition. [Amendment No. 3]

18  
19 (7) The Certificate Holder shall plant suitable vegetative species for deer forage and cover  
20 within the wetland mitigation/enhancement area.

21  
22 (8) The Certificate Holder shall coordinate with ODFW about whether to conduct site-  
23 specific fish sampling at waterways that do not have confirmation of species presence or  
24 absence along the transmission line corridor. If ODFW recommends that the Certificate  
25 Holder conduct site-specific sampling, the Certificate Holder shall do so and report the  
26 results to ODFW and the Department.

27  
28 (9) The Certificate Holder shall not undertake construction at the energy facility site during  
29 the bald eagle nesting season unless it obtains a final Biological Opinion and Incidental Take  
30 Statement issued by the U.S. Fish and Wildlife Service that addresses potential impacts to  
31 the bald eagle nest site on the northwest tip (downstream end) of Crims Island.

32  
33 (a) The Certificate Holder shall construct and operate the energy facility consistent with  
34 the final Biological Opinion and Incidental Take Statement issued by the U.S. Fish and  
35 Wildlife Service.

36  
37 (b) If the requirements of the Biological Opinion and Incidental Take Statement conflict  
38 with any conditions imposed in this Site Certificate, the Certificate Holder shall consult  
39 with the Department and ODFW to resolve the conflicts prior to taking any action in  
40 reliance on the Biological Opinion and Incidental Take Statement. [Amendment No. 3]

1           **D.10. SCENIC AND AESTHETIC VALUES**  
2

3           (1) During construction of the facility, the Certificate Holder shall ensure that  
4           contractors move equipment out of the construction area when it is no longer expected  
5           to be used. To the extent practical, contractors shall lower equipment with long arms,  
6           such as cranes, bucket trucks, backhoes, when not in use in order to minimize visibility.  
7

8           (2) During construction of the facility, the Certificate Holder shall control dust through  
9           the application of water.  
10

11          (3) During construction of the energy facility, the Certificate Holder shall use directing  
12          and shielding devices on lights to minimize off-site glare. When there is no nighttime  
13          construction activity, the Certificate Holder shall minimize night lighting consistent with  
14          safety and security requirements.  
15

16          (4) During operation of the energy facility, the Certificate Holder shall use directing and  
17          shielding devices on lights to minimize off-site glare, consistent with safety and security  
18          requirements.  
19

20          (5) Before beginning construction of the energy facility, the Certificate Holder shall  
21          submit to Columbia County and the Department an outdoor lighting plan that shows  
22          how it will minimize glare from the energy facility site, consistent with Conditions  
23          D.10(3) and D.10(4).  
24

25          (6) The Certificate Holder shall paint structures with low-glare paint in colors selected to  
26          complement the surrounding foreground and background colors.  
27

28          (7) After completion of construction of related and supporting pipelines in an area, the  
29          Certificate Holder shall re-vegetate any undeveloped areas disturbed by construction  
30          activities using native species, including grasses, shrubs, and trees. If necessary, the  
31          Certificate Holder shall water re-vegetated areas on a regular basis until the plant  
32          species have been successfully established.  
33

34           **D.11. HISTORIC, CULTURAL AND ARCHAEOLOGICAL RESOURCES**  
35

36          (1) Before beginning construction of the Port Westward to BPA Allston Substation  
37          Transmission Line or the BPA Allston Substation to Trojan Transmission Line, the  
38          Certificate Holder shall complete an archaeological survey of the approved transmission  
39          line corridors in consultation with the Oregon Historic Preservation Office (“SHPO”), the  
40          Confederated Tribes of the Warm Springs Indian Reservation of Oregon, the  
41          Confederated Tribes of the Grand Ronde Community of Oregon, the Confederated  
42          Tribes of the Siletz Indian Reservation of Oregon, the Chinook Tribe in Washington, and  
43          appropriate federal agencies. The Certificate Holder shall ensure that a qualified  
44          archaeologist evaluates all cultural resources identified during the cultural resources

1 survey. The Certificate Holder shall report to SHPO and the Department about whether  
2 its archaeologist recommends that a discovery is significant or not significant. If SHPO  
3 determines that a discovery is significant, the Certificate Holder shall make  
4 recommendations to the Council for mitigation in consultation with SHPO, the  
5 Department, the tribes, and other appropriate parties. Mitigation measures shall  
6 include avoidance or data recovery. [Amendment No. 1]  
7

8 (2) During construction of the facility, the Certificate Holder shall ensure that a qualified  
9 person instructs construction personnel in the identification of cultural materials.  
10

11 (3) During construction of the facility, in the event any artifacts or other cultural  
12 materials are identified, the Certificate Holder shall cease all ground-disturbing activities  
13 until a qualified archaeologist can evaluate the significance of the find. The Certificate  
14 Holder shall report to SHPO and the Department about whether its archaeologist  
15 recommends the artifacts or cultural materials are significant or not significant. If SHPO  
16 determines that the materials are significant, the Certificate Holder shall make  
17 recommendations to the Council for mitigation in consultation with SHPO, the  
18 Department, the tribes, and other appropriate parties. Mitigation measures shall  
19 include avoidance or data recovery. The Certificate Holder shall not restart work in the  
20 affected area until it has demonstrated to the Department that it has complied with the  
21 archaeological permit requirements administered by SHPO. [Amendment No. 1]  
22

23 (4) The Certificate Holder shall allow monitoring by the Confederated Tribes of the  
24 Warm Springs Indian Reservation of Oregon, the Confederated Tribes of the Grand  
25 Ronde Community of Oregon, the Confederated Tribes of the Siletz Indian Reservation  
26 of Oregon, and the Chinook Tribe in Washington of earth-moving activities within any  
27 areas with a potential for containing archaeological remains.  
28

29 (5) Before beginning construction of the facility or of the Port Westward to BPA Allston  
30 Substation Transmission Line separately, the Certificate Holder shall notify the  
31 Confederated Tribes of the Warm Springs Indian Reservation of Oregon, the  
32 Confederated Tribes of the Grand Ronde Community of Oregon, the Confederated  
33 Tribes of the Siletz Indian Reservation of Oregon, and the Chinook Tribe in Washington  
34 and provide their representatives the opportunity to be available for periodic on-site  
35 monitoring during construction activities. If the Certificate Holder constructs the energy  
36 facility in phases, the Certificate Holder shall notify the Tribes prior to construction of  
37 each phase. [Amendment No. 1]  
38

39 (6) If construction activities for the secondary gas pipeline occur at a level below the  
40 sandy dredge fill (a depth of 10 feet), then the Site Certificate holder or NW Natural  
41 shall immediately contact the State Historic Preservation Officer. [Amendment 5]  
42  
43  
44

1 **D.12. RECREATION**

2 [No Conditions]

3  
4 **D.13. PUBLIC SERVICES**

5  
6 (1) During construction, the Certificate Holder shall hire a contractor to provide  
7 chemical toilet services or other appropriate facilities for construction personnel.

8  
9 (2) Prior to applying for construction permits for the second power generation unit, the  
10 Certificate Holder shall enter into an Amended Traffic Improvement Agreement and pay  
11 a new Traffic Improvement Contribution to Columbia County according to the Amended  
12 Traffic Improvement Agreement and consistent with a Traffic Impact Analysis Study for  
13 the second power generation unit performed according to parameters agreed to by  
14 Columbia County and the Certificate Holder. [Amendment No. 8]

15  
16 (3) The Certificate Holder shall not agree to amend the Agreement with Columbia  
17 County to reduce, revoke or waive the requirement for payment of the appropriate TIC  
18 without prior approval of the Council; however, such approval by the Council shall not  
19 require an amendment to the Site Certificate.

20  
21 (4) Before beginning construction of the energy facility, the Certificate Holder shall  
22 coordinate with Columbia County the improvement and maintenance of signage and  
23 striping at the mainline rail crossing on Kallunki Road, including the installation of "DO  
24 NOT STOP ON TRACKS" signs.

25  
26 (5) If construction of the energy facility occurs concurrently with construction of other  
27 projects in the Port Westward Industrial Area, the Certificate Holder shall coordinate  
28 with other users of the Port Westward Industrial Area to provide a carpooling program  
29 that identifies and/or creates park-and-ride locations to facilitate carpooling.

30  
31 (6) If construction of the energy facility occurs concurrently with construction of other  
32 projects in the Port Westward Industrial Area, the Certificate Holder shall coordinate  
33 with Columbia County and other users of the Port Westward Industrial Area on the  
34 implementation of a staggered shift schedule if Columbia County determines that traffic  
35 conditions warrant it.

36  
37 (7) During construction of the energy facility, the Certificate Holder shall use barge and  
38 railroad deliveries of bulk materials to the extent practicable to minimize the number of  
39 freight truck deliveries on local roads.

40  
41 (8) The Certificate Holder shall construct a fire protection system within the buildings  
42 and yard areas of the energy facility site that meets the requirements of the Uniform  
43 Fire Code, as amended by Oregon and the National Fire Protection Association

1 standards, and all other applicable fire protection standards in effect at the time of  
2 construction.

3  
4 (9) The Certificate Holder shall provide a dedicated reserve capacity of 180,000 gallons  
5 in the raw water storage tank to serve as the fire suppression water source.

6  
7 (10) For fire truck access, the minimum inside turning radius of curves in the road  
8 system on the energy facility site shall be 40 feet.

9  
10 (11) Prior to start of construction of Unit 2 of the energy facility, the certificate holder  
11 shall obtain from the Water Resources Department (WRD) a permanent water right  
12 transfer subject to the following conditions:

13 a. the right to the use of the water is restricted to beneficial use at the place of use  
14 described in transfer application T-10955, and is subject to all other conditions and  
15 limitations contained in Certificate **Error! Reference source not found.** and any  
16 related decree.

17 b. The quantity of water diverted at the new point of diversion, shall not exceed the  
18 quantity of water (3.0 cfs) lawfully available at the original point of diversion.

19 c. WRD may require the water user to install a headgate, a totalizing flow meter, or  
20 other suitable measuring devices at the point of diversion. If WRD notifies the water  
21 user to install a headgate, a totalizing flow meter, or other measuring devices, the  
22 water user shall install such devices specified by WRD within the period allowed in  
23 the notice. Once installed, the water user shall maintain the meters or measuring  
24 devices in good working order and shall allow the Watermaster access to the meters  
25 or measuring devices.

26 d. The water user shall maintain and operate a fish screening and/or by-pass device,  
27 as appropriate, at the point of diversion consistent with the Oregon Department of  
28 Fish and Wildlife's operational and maintenance standards.

29 e. The approved changes shall be completed and full beneficial use of the water shall  
30 be made on or before October 1, 2015. A Claim of Beneficial Use prepared by a  
31 Certified Water Rights Examiner shall be submitted by the Certificate Holder to the  
32 Department within one year after the deadline for completion of the changes and  
33 full beneficial use of the water.

34  
35 f. Prior to issuance of the permanent transfer, the certificate holder shall provide to  
36 ODOE and WRD a report of land ownership for the lands to which the water right is  
37 appurtenant (the FROM lands). The report must be prepared by a title company. The  
38 title company's report must either be: 1) prepared within three months of the  
39 Energy Facility Siting Council's Final Order on PWGP Amendment 7, or 2) reflect  
40 ownership information within three months of the recording of any water right

1 conveyance agreements for the property in the county deed records. The ownership  
2 report shall include:

3  
4 (A) Date reflected by the ownership information

5  
6 (B) List of owners at that time

7  
8 (C) Legal description of the property to which the water right involved in the  
9 transfer is currently appurtenant, and

10  
11 (D) A notarized statement of consent from any landowner listed in the  
12 ownership report who is not already included in the transfer application, or  
13 other information such as a water right conveyance agreement, if applicable.  
14 [Amendments No. 7 & 9]

15  
16 **D.14. WASTE MINIMIZATION, OAR 345-022-0120**

17  
18 (1) During construction, operation and retirement of the energy facility, the Certificate  
19 Holder shall separate recyclable materials from the solid waste stream to the extent  
20 practicable, store those materials on site until sufficient quantities exist to make  
21 recycling economic, and periodically deliver or sell those materials to a recycling facility.

22  
23 (2) During construction, operation and retirement of the energy facility, the Certificate  
24 Holder shall segregate all used oil, mercury-containing lights, and lead-acid and nickel-  
25 cadmium batteries, store such materials on site, and deliver such materials to a  
26 recycling firm specializing in the proper disposal of such materials.

27  
28 (3) Upon completion of construction, the Certificate Holder shall dispose of all  
29 temporary structures not required for facility operation and all timber, brush, refuse,  
30 and flammable or combustible material resulting from clearing of land and construction  
31 of the facility.

32  
33 (4) During operation of the energy facility, the Certificate Holder shall convey all storm  
34 water and water discharges other than sanitary sewage to pervious areas to allow for  
35 percolation into the shallow groundwater.

36  
37 (5) During operation of the energy facility, the Certificate Holder shall use internal  
38 recycling of aqueous streams whereby water shall be recycled several times in the  
39 cooling system before being discharged.

40  
41 **D.15. CARBON DIOXIDE STANDARD**

1 (1) Before beginning construction of Phase 1 and Phase 2 of the energy facility, respectively,  
2 the Certificate Holder shall submit to The Climate Trust a bond or letter of credit in the  
3 amount of the monetary path payment requirement (in 2002 dollars for Phase 1 and in 1<sup>st</sup>  
4 quarter 2010 dollars for Phase 2) as determined by the calculations set forth in Condition  
5 D.15(3) and based on the estimated heat rates and capacities certified pursuant to  
6 Condition D.15(4) and as adjusted in accordance with the terms of this Site Certificate  
7 pursuant to Condition D.15(3)(c). For the purposes of this Site Certificate, the "monetary  
8 path payment requirement" means the offset funds determined pursuant to OAR 345-024-  
9 0550 and -0560 and the selection and contracting funds that the Certificate Holder must  
10 disburse to The Climate Trust, as the qualified organization, pursuant to OAR 345-024-0710  
11 and this Site Certificate. The offset fund rate for the monetary path payment requirement  
12 shall be \$0.85 per ton of carbon dioxide (in 2002 dollars) for Phase 1 and \$1.27 per ton of  
13 carbon dioxide (in 1<sup>st</sup> quarter 2010 dollars) for Phase 2. The calculation of 2002 and 1<sup>st</sup>  
14 quarter 2010 dollars shall be made using the Index set forth in Condition D.3(5) and as  
15 required below in subsection (g). [Amendments No. 1, 6 & 7]

16  
17 (a) The form of the bond or letter of credit and identity of the issuer shall be subject to  
18 approval by the Council.

19  
20 (b) The form of the Memorandum of Understanding "MOU") between the Certificate  
21 Holder and the Climate Trust establishing the disbursement mechanism to transfer  
22 selection and contracting funds and offset funds to The Climate Trust shall be  
23 substantially in the form of Attachment A to this Site Certificate.

24  
25 (c) Either the Certificate Holder or The Climate Trust may submit to the Council for the  
26 Council's resolution any dispute between the Certificate Holder and The Climate Trust  
27 that concerns the terms of the bond, letter of credit, or MOU concerning the  
28 disbursement mechanism for the monetary path payments, or any other issues related  
29 to the monetary path payment requirement. The Council's decision shall be binding on  
30 all parties.

31  
32 (d) The bond or letter of credit shall remain in effect until such time as the Certificate  
33 Holder has disbursed the full amount of the monetary path payment requirement to  
34 The Climate Trust. The Certificate Holder may reduce the amount of the bond or letter  
35 of credit commensurate with payments it makes to The Climate Trust. The bond or  
36 letter of credit shall not be subject to revocation before disbursement of the full  
37 monetary path payment requirement.

38  
39 (e) In the event that the Council approves a new Certificate Holder for the energy  
40 facility:

41  
42 (A) The new Certificate Holder shall submit to the Council for the Council's approval  
43 the form of a bond or letter of credit that provides comparable security to the bond

1 or letter of credit of the current Certificate Holder. The Council's approval of a new  
2 bond or letter of credit shall not require a site certificate amendment.  
3

4 (B) The new Certificate Holder shall submit to the Council for the Council's approval  
5 the form of an MOU between the new Certificate Holder and The Climate Trust that  
6 is substantially in the form of Attachment A to this Site Certificate. In the case of a  
7 dispute between the new Certificate Holder and The Climate Trust concerning the  
8 disbursement mechanism for monetary path payments or any other issues related  
9 to the monetary path payment requirement, either party may submit the dispute to  
10 the Council for the Council's resolution as provided in Condition D.15(1)(c). Council  
11 approval of a new MOU shall not require a site certificate amendment.  
12

13 (f) If calculations pursuant to Condition D.15(5) demonstrate that the Certificate Holder  
14 must increase its monetary path payments, the Certificate Holder shall increase the  
15 bond or letter of credit sufficiently to meet the adjusted monetary path payment  
16 requirement within the time required by Condition D.15(3)(c). Alternately, the  
17 Certificate Holder may disburse any additional required funds directly to The Climate  
18 Trust within the time required by Condition D.15(3)(c).  
19

20 (g) The amount of the bond or letter of credit shall increase annually by the percentage  
21 increase in the Index, and the disbursement of funds shall be pro-rated within the year  
22 to the date of disbursement to The Climate Trust from the calendar quarter of Council  
23 approval of the Site Certificate.  
24

25 (2) The Certificate Holder shall disburse to The Climate Trust offset funds and selection and  
26 contracting funds as requested by The Climate Trust. The Certificate Holder shall make  
27 disbursements in response to requests from The Climate Trust in accordance with  
28 subsections (a), (b), and (c).  
29

30 (a) The Certificate Holder shall disburse all selection and contracting funds to The  
31 Climate Trust before beginning construction.  
32

33 (b) Upon notice pursuant to subsection (c), The Climate Trust may request from the  
34 issuer of the bond or letter of credit the full amount of all offset funds available or it  
35 may request partial payment of offset funds at its sole discretion. Notwithstanding the  
36 specific amount of any contract to implement an offset project, The Climate Trust may  
37 request up to the full amount of offset funds the Certificate Holder is required to  
38 provide to meet the monetary path payment requirement.  
39

40 (c) The Climate Trust may request disbursement of offset funds by providing notice to  
41 the issuer of the bond or letter of credit that The Climate Trust has executed a letter of  
42 intent to acquire an offset project. The Certificate Holder shall provide that the issuer of  
43 the bond or letter of credit disburse offset funds to The Climate Trust within three

1 business days of a request by The Climate Trust for the offset funds in accordance with  
2 the terms of the bond or letter of credit.

3  
4 (3) The Certificate Holder shall submit all monetary path payment requirement calculations  
5 to the Department for verification in a timely manner before submitting a bond or letter of  
6 credit for Council approval and before entering into an MOU with The Climate Trust. The  
7 Certificate Holder shall use the contracted design parameters for capacities and heat rates  
8 that it reports pursuant to Condition D.15(4) to calculate the estimated monetary path  
9 payment requirement, along with the estimated annual hours of operation of power  
10 augmentation technologies and of non-base load power plants for Unit 2. The Certificate  
11 Holder shall use the Year One Capacities and Year One Heat Rates that it reports for the  
12 facility pursuant to Condition D.15(5) to calculate whether it owes additional monetary path  
13 payments. [Amendment No. 7]

14  
15 (a) The net carbon dioxide emissions rate for the base load gas plant shall not exceed  
16 0.675 pounds of carbon dioxide per kilowatt-hour of net electric power output, with  
17 carbon dioxide emissions and net electric power output measured on a new and clean  
18 basis, as defined in OAR 345-001-0010.

19  
20 (b) The net carbon dioxide emissions rate for Unit 2, and for incremental emissions of  
21 Unit 1 operating with power augmentation technologies that increase the capacity and  
22 heat rate of the facility above the capacity and heat rate that it can achieve as a base  
23 load gas plant on a new and clean basis (“power augmentation technologies”) shall not  
24 exceed 0.675 pounds of carbon dioxide per kilowatt-hour of net electric power output,  
25 with carbon dioxide emissions and net electric power output measured on a new and  
26 clean basis, as the Department may modify such basis pursuant to Condition D.15(4)(d)  
27 and (g). [Amendment No. 7]

28  
29 (c) When the Certificate Holder submits the Year One Test reports required in Condition  
30 D.15(5), it shall increase its monetary path payments if the calculation using reported  
31 data shows that the adjusted monetary path payment requirement exceeds the  
32 monetary path payment requirement for which the Certificate Holder had provided a  
33 bond or letter of credit before beginning construction, pursuant to Condition D.15(1).  
34 The Certificate Holder shall submit its calculations to the Department for verification.

35  
36 (A) The Certificate Holder shall make the appropriate calculations and fully disburse  
37 any increased funds directly to The Climate Trust within 30 days of filing the Year  
38 One Test reports.

39  
40 (B) In no case shall the Certificate Holder diminish the bond or letter of credit it  
41 provided before beginning construction or receive a refund from The Climate Trust  
42 based on the calculations made using the Year One Capacities and the Year One  
43 Heat Rates.

1 (4) The Certificate Holder shall include an affidavit certifying the heat rates and capacities  
2 reported in subsections (a), (b), (e) and (f).  
3

4 (a) Before beginning construction of the energy facility, the Certificate Holder shall  
5 notify the Council in writing of its final selection of a gas turbine vendor and heat  
6 recovery steam generator vendor and shall submit written design information to the  
7 Council sufficient to verify the base-load gas plant's designed new and clean heat rate  
8 (higher heating value) and its net power output at the average annual site condition.  
9

10 (b) Before beginning construction of the energy facility, the Certificate Holder shall  
11 submit written design information to the Council sufficient to verify the facility's  
12 designed new and clean heat rate and its net power output at the average annual site  
13 condition when operating with power augmentation technologies.  
14

15 (c) Before beginning construction of the energy facility, the Certificate Holder shall  
16 specify the estimated annual average hours that it expects to operate the power  
17 augmentation technologies.  
18

19 (d) Upon a timely request by the Certificate Holder, the Department may approve  
20 modified parameters for testing the power augmentation technologies on a new and  
21 clean basis, pursuant to OAR 345-024-0590(1). The Department's approval of modified  
22 testing parameters for power augmentation technologies shall not require a site  
23 certificate amendment.  
24

25 (e) Before beginning construction of Unit 2, the Certificate Holder shall notify the  
26 Council in writing of its final selection of the quantities and vendors for reciprocating  
27 engines and combustion turbine generators and shall submit written design information  
28 to the Council sufficient to verify the non-base load power plant's designed new and  
29 clean heat rate (higher heating value) and its net power output at the average annual  
30 site condition. [Amendment No. 7]  
31

32 (f) Before beginning construction of Unit 2, the Certificate Holder shall specify the  
33 estimated annual average hours that it expects to operate each type of generating unit.  
34 The Certificate Holder may estimate annual average hours of operation in a manner  
35 consistent with OAR 345-001-0010(38). [Amendment No. 7]  
36

37 (g) Upon a timely request by the Certificate Holder, the Department may approve  
38 modified parameters for testing the non-base load power plants of Unit 2 on a new and  
39 clean basis, pursuant to OAR 345-024-0590(1). The Department's approval of modified  
40 testing parameters for non-base load power plants shall not require a site certificate  
41 amendment. [Amendment No. 7]  
42

43 (5) Within the first 12 months of commercial operation of each phase of the energy facility,  
44 the Certificate Holder shall conduct a 100-hour test at full power without power

1 augmentation technologies (“Year One Test-1”) and a test at full power with power  
2 augmentation technologies for Unit 1 (“Year One Test-2”). A 100-hour test performed for  
3 purposes of the Certificate Holder’s commercial acceptance of the facility shall suffice to  
4 satisfy this condition in lieu of testing after beginning commercial operation. [Amendments  
5 No. 6 & 7]  
6

7 (a) Year One Test-1 shall determine the actual heat rate (“Year One Heat Rate-1”) and  
8 the net electric power output (“Year One Capacity-1”) on a new and clean basis, without  
9 degradation, with the results adjusted for the average annual site condition for  
10 temperature, barometric pressure, and relative humidity, and using a rate of 117  
11 pounds of carbon dioxide per million Btu of natural gas fuel pursuant to OAR 345-001-  
12 0010(35).  
13

14 (b) Year One Test-2 shall determine the actual heat rate (“Year One Heat Rate-2”) and  
15 net electric power output (“Year One Capacity-2”) for the facility operating with power  
16 augmentation technologies, without degradation, with the results adjusted for the  
17 average annual site condition for temperature, barometric pressure and relative  
18 humidity, and using a rate of 117 pounds of carbon dioxide per million Btu of natural gas  
19 fuel pursuant to OAR 345-001-0010(35). The full power test shall be 100 hours duration  
20 unless the Department has approved a different duration pursuant to Condition (4)(d)  
21 or (4)(g). [Amendment No. 7]  
22

23 (c) The Certificate Holder shall notify the Department at least 60 days before conducting  
24 the tests required in subsections (a) and (b) unless a shorter time is mutually agreed  
25 upon.  
26

27 (d) Before conducting the tests required in subsections (a) and (b), the Certificate Holder  
28 shall, in a timely manner, provide to the Department a copy of the protocol for  
29 conducting the tests.  
30

31 (e) Within two months after completing the Year One Tests, the Certificate Holder shall  
32 provide to the Council a report of the results of the Year One Tests.  
33

34 (f) If the certificate holder elects to report all carbon dioxide emissions based on direct  
35 measurements pursuant to OAR 345-024-0590(5)(b), then the Year One Test for Unit 2 is  
36 not required. However, if the Year One test is not performed, then the certificate  
37 holder must continue to report carbon dioxide emissions using actual measured  
38 emissions as reported to the Department of Environmental Quality or the U.S.  
39 Environmental Protection Agency for all subsequent five year periods over the life of  
40 Unit 2, and may not change its election to report based on new and clean heat rate in  
41 any subsequent five year period. [Amendment No. 7]  
42

1 (g) If the Year One test is not performed for Unit 2 pursuant to subsection (f) of this  
2 condition, then the certificate holder shall report its net kWh generation and actual  
3 measured carbon dioxide emissions for the 12 month period following start of  
4 commercial operation of Unit 2. The certificate holder shall report the net kWh  
5 generation and actual carbon dioxide emissions for this period to the Department within  
6 two months of the end of the first 12 month period. The certificate holder shall use the  
7 net kWh generation and measured carbon dioxide emissions to perform the calculations  
8 to determine if supplemental monetary path payments are needed as set forth in  
9 Condition D.15(6). The certificate holder shall submit these calculations to the  
10 Department for verification as set forth in Condition D.15(7). [Amendment No. 7]  
11

12 (6) If calculations pursuant to Condition D.15(7) demonstrate that the Certificate Holder  
13 must supplement its monetary path payments (“supplemental monetary path payment  
14 requirement”), the Certificate Holder shall provide a bond or letter of credit sufficient to  
15 meet the supplemental monetary path payment requirement within the time required by  
16 Condition D.15(7)(b). The bond or letter of credit shall not be subject to revocation before  
17 disbursement of the supplemental monetary path payment requirement. Alternately, the  
18 Certificate Holder may disburse in cash any such supplemental monetary path payments  
19 directly to The Climate Trust within the time required by Condition D.15(7). [Amendment  
20 No. 7]  
21

22 (7) The Certificate Holder shall submit all supplemental monetary path payment  
23 requirement calculations and data to the Department for verification. [Amendment No. 7]  
24

25 (a) Each five years after beginning commercial operation of Unit 1 (“Unit 1 five-year  
26 reporting period”), the Certificate Holder shall report to the Department the annual  
27 average hours Unit 1 operated with power augmentation technologies during that Unit  
28 1 five-year reporting period, pursuant to OAR 345-024-0590(6). The Certificate Holder  
29 shall use the Year One Capacity-2 and Year One Heat Rate-2 that it reports for Unit 1  
30 pursuant to Condition D.15(5)(b) to calculate whether it owes supplemental monetary  
31 path payments. The Certificate Holder shall submit Unit 1 five-year reports to the  
32 Department within 30 days of the anniversary date of beginning commercial operation  
33 of Unit 1. [Amendment No. 7]  
34

35 (b) If the Department determines that Unit 1 exceeds the projected net total carbon  
36 dioxide emissions calculated pursuant to Conditions D.15(4) and D.15(5), prorated for  
37 five years, during any Unit 1 five-year reporting period described in subsection (a), the  
38 Certificate Holder shall offset excess emissions for the specific reporting period  
39 according to subsection (A) and shall offset the estimated future excess emissions  
40 according to subsection (B), pursuant to OAR 345-024-0600(4). The Certificate Holder  
41 shall offset excess emissions using the monetary path as described in OAR 345-024-  
42 0710, except that contracting and selecting funds shall equal twenty (20) percent of the  
43 value of any offset funds up to the first \$250,000 (in 2002 dollars) and 4.286 percent of  
44 the value of any offset funds in excess of \$250,000 (in 2002 dollars). The Certificate

1 Holder shall disburse the funds to The Climate Trust within 30 days after notification by  
2 the Department of the amount that the Certificate Holder owes. [Amendment No. 7]  
3

4 (A) In determining the excess carbon dioxide emissions that the Certificate Holder  
5 must offset for a Unit 1 five-year period, the Department shall apply OAR 345-024-  
6 0600(4)(a). The Certificate Holder shall pay for the excess emissions at \$0.85 per ton  
7 of carbon dioxide emissions (in 2002 dollars). The Department shall notify the  
8 Certificate Holder and The Climate Trust of the amount of payment required, using  
9 the monetary path, to offset excess emissions. [Amendments No. 6 & 7]  
10

11 (B) The Department shall calculate estimated future excess emissions and notify the  
12 Certificate Holder of the amount of payment required, using the monetary path, to  
13 offset them. To estimate excess emissions for the remaining period of the deemed  
14 30-year life of the facility, the Department shall use the parameters specified in OAR  
15 345-024-0600(4)(b). The Certificate Holder shall pay for the estimated excess  
16 emissions at \$ 0.85 per ton of carbon dioxide (in 2002 dollars). The Department  
17 shall notify the Certificate Holder of the amount of payment required, using the  
18 monetary path, to offset future excess emissions. [Amendments No. 6 & 7]  
19

20 (c) At the time the Certificate Holder submits to the Department the information  
21 required by Condition D.15(4)(e) and (f), the Certificate Holder shall make the election  
22 required by OAR 345-024-0590(5)(b). The election shall apply for each reporting period  
23 required pursuant to subsections (d) and (e). [Amendment No. 7]  
24

25 (d) Each five years after beginning commercial operation of Unit 2 ("Unit 2 five-year  
26 reporting period"), the Certificate Holder shall report to the Department the  
27 information required by either subsection A or B. The Certificate Holder shall submit  
28 Unit 2 five-year reports to the Department within 30 days of the anniversary date of  
29 beginning commercial operation of Unit 2. [Amendment No. 7]  
30

31 (A) If the Certificate Holder has elected to calculate any excess emissions using  
32 annual average hours of operation and new and clean heat rates, the Certificate  
33 Holder shall report the annual average hours of operation of each generating unit  
34 within Unit 2 during that Unit 2 five-year reporting period, pursuant to OAR 345-  
35 024-0590(6). The Certificate Holder shall use the Year One Capacity-1 and Year One  
36 Heat Rate-1 that it reports for the corresponding generating units of Unit 2 pursuant  
37 to Condition D.15(5)(a) to calculate whether it owes supplemental monetary path  
38 payments. [Amendment No. 7]  
39

40 (B) If the Certificate Holder has elected to calculate any excess emissions using  
41 actual or measured carbon dioxide emissions as reported to either the Oregon  
42 Department of Environmental Quality or the U.S. Environmental Protection Agency  
43 pursuant to a mandatory carbon dioxide reporting requirement, the Certificate  
44 Holder shall submit to the Department the carbon dioxide reporting data and net

1 kWh generation for that Unit 2 five-year reporting period and shall use that data to  
2 determine whether it owes supplemental monetary path payments. [Amendment  
3 No. 7]  
4

5 (e) If the Department determines that Unit 2 exceeds the projected net total carbon  
6 dioxide emissions calculated pursuant to Conditions D.15(4) and D.15(5), prorated for  
7 five years, during any Unit 2 five-year reporting period described in subsection (d), the  
8 Certificate Holder shall offset excess emissions for the specific reporting period  
9 according to subsection (A) and shall offset the estimated future excess emissions  
10 according to subsection (B), pursuant to OAR 345-024-0600(4). The Certificate Holder  
11 shall offset excess emissions using the monetary path as described in OAR 345-024-  
12 0710, except that contracting and selecting funds shall equal twenty (20) percent of the  
13 value of any offset funds up to the first \$250,000 (in 1<sup>st</sup> quarter 2010 dollars) and 4.286  
14 percent of the value of any offset funds in excess of \$250,000 (in 1<sup>st</sup> quarter 2010  
15 dollars). The Certificate Holder shall disburse the funds to The Climate Trust within 30  
16 days after notification by the Department of the amount that the Certificate Holder  
17 owes. [Amendment No. 7]  
18

19 (A) In determining the excess carbon dioxide emissions that the Certificate Holder  
20 must offset for a Unit 2 five-year period, the Department shall apply OAR 345-024-  
21 0600(4)(a), unless the Certificate Holder has elected under OAR 245-024-0590(5) to  
22 utilize actual or measured carbon dioxide emissions as reported to either the  
23 Oregon Department of Environmental Quality or the U.S. Environmental Protection  
24 Agency pursuant to a mandatory carbon dioxide reporting requirement. The  
25 Certificate Holder shall pay for the excess emissions at \$1.27 per ton of carbon  
26 dioxide emissions (in 1<sup>st</sup> Quarter 2010 dollars). The Department shall notify the  
27 Certificate Holder and The Climate Trust of the amount of payment required, using  
28 the monetary path, to offset excess emissions. [Amendment No. 7]  
29

30 (B) The Department shall calculate estimated future excess emissions and notify the  
31 Certificate Holder of the amount of payment required, using the monetary path, to  
32 offset them. To estimate excess emissions for the remaining period of the deemed  
33 30-year life of the facility, the Department shall use the parameters specified in OAR  
34 345-024-0600(4)(b). The Certificate Holder shall pay for the estimated excess  
35 emissions at \$1.27 per ton of carbon dioxide (in 1<sup>st</sup> quarter 2010 dollars). The  
36 Department shall notify the Certificate Holder of the amount of payment required,  
37 using the monetary path, to offset future excess emissions. [Amendment No. 7]  
38

39 (8) The combustion turbine for the base-load gas plant and power augmentation  
40 technologies and any combustion turbines constructed as part of Unit 2 shall be fueled  
41 solely with pipeline quality natural gas or with synthetic gas with a carbon content per  
42 million Btu no greater than pipeline-quality natural gas. Any reciprocating engines  
43 constructed as part of Unit 2 shall be fueled solely with pipeline quality natural gas or with

1 synthetic gas with a carbon content per million Btu no greater than pipeline-quality natural  
2 gas, except that distillate fuel may be used for micro-pilot systems. [Amendment No. 7]  
3

4 (9) With respect to incremental capacity and fuel consumption increases for which the  
5 Certificate Holder has not previously complied with the carbon dioxide standard, the  
6 Certificate Holder shall comply substantially with Conditions D.15(1) through D.15(8) in lieu  
7 of the Council's requiring an amendment, provided that:  
8

9 (a) The Council determines, pursuant OAR 345-027-0050, that the Certificate Holder  
10 does not otherwise require an amendment, and further provided that:  
11

12 (b) The Certificate Holder shall meet the appropriate carbon dioxide emissions standard  
13 and monetary offset rate in effect at the time the Council makes its determination  
14 pursuant to OAR 345-027-0050.  
15

16 (10) Notwithstanding Conditions D.15(1) through d.15(9), if the Certificate Holder begins  
17 construction of the Port Westward to BPA Allston Substation Transmission Line, but no  
18 other part of the energy facility or other related or supporting facilities, the Certificate  
19 Holder shall not be required to comply with Conditions D.15(1) through D.15(9). The  
20 Certificate Holder shall comply with Conditions D.15(1) through D.15(9) in connection with  
21 construction of any part of the energy facility or related or supporting facilities other than  
22 the Port Westward to BPA Allston Substation Transmission Line.  
23

24 (11) If the Certificate Holder begins construction of Phase 1, but not Phase 2, the Certificate  
25 Holder shall comply with Conditions D.15(1) through D.15(9) for Phase 1. If the Certificate  
26 Holder later begins construction of Phase 2, the Certificate Holder shall comply with  
27 Conditions D.15(1) through D.15(9) for Phase 2. [Amendment No. 1]  
28

## 29 **E. OTHER APPLICABLE REGULATORY REQUIREMENTS**

### 30 **E.1. REQUIREMENTS UNDER COUNCIL JURISDICTION**

#### 31 E.1.a. Noise

32  
33  
34  
35 (1) During construction of the facility, the Certificate Holder shall schedule most heavy  
36 construction to occur during daylight hours. Construction work at night shall be limited to  
37 work inside buildings and other structures when possible.  
38

39 (2) During construction of the facility, the Certificate Holder shall require contractors to  
40 equip all combustion engine-powered equipment with exhaust mufflers.  
41

42 (3) During construction of the energy facility, transmission lines or other related or  
43 supporting facilities, the Certificate Holder shall establish a complaint response system at  
44 the construction manager's office to address noise complaints.

1  
2 (4) Within six months after the start of commercial operation of the energy facility, the  
3 Certificate Holder shall retain a qualified noise specialist to measure noise levels associated  
4 with the energy facility operation when environmental conditions are expected to result in  
5 maximum sound propagation between the source and the receivers and when the energy  
6 facility is operating in a typical operations mode that produces maximum noise levels.

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

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

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

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

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

23  
24 (6) The certificate holder shall confirm the PW1 noise level estimate at receiver 7 prior to  
25 the final design of PW2 and propose mitigation measures as necessary to ensure that the  
26 total PWGP noise levels do not exceed the limits specified in Table N-2 of the Final Order on  
27 Port Westward Amendment 7. [Amendment No. 7]

28 (7) Within six months after the start of commercial operation of PW2, the Certificate Holder  
29 shall retain a qualified noise specialist to measure noise levels associated with the PWGP  
30 energy facility operation (the operation of PW1 and PW2) during late night hours when  
31 environmental conditions are expected to result in maximum sound propagation between  
32 the source and each receiver and when the entire energy facility is operating in a typical  
33 operations mode that produces maximum noise levels.

34  
35 (a) The specialist shall measure noise levels at sites (1), (2), (5),(6), and (7), to determine  
36 if actual noise levels generated by the PWGP are within the levels shown on Table N-2 of  
37 the Final Order on Amendment 7. The noise levels at sites 1 and 2 shall be measured  
38 when the wind is either calm or out of a northerly direction but blowing no more than  
39 10 mph. The noise levels at sites 5, 6 and 7 shall be measured when the wind is either  
40 calm or out of a southerly direction but blowing no more than 10 mph.

1 (b) The Certificate Holder shall report the results of the noise evaluation to the  
2 Department.

3  
4 (c) If actual noise levels do not comply with applicable DEQ regulations, the Certificate  
5 Holder shall take those actions necessary to comply with the regulations as soon as  
6 practicable.

7  
8 (d) If initial measurements at site (5) show that the hourly L<sub>50</sub> noise level is 48 dBA or  
9 more with the Beaver Plant in operation or 47 dBA or more without the Beaver Plant in  
10 operation, the Certificate Holder shall repeat the process outlined in subsections (a), (b),  
11 and (c) at site (5) and (7) within six months after completion of the initial  
12 measurements. [Amendment No. 7]

13  
14 (7) To address the concern that noise from any other noise source not associated with the  
15 PWGP or Beaver Plant have contributed to the results of the compliance noise  
16 measurements, the Certificate Holder may measure noise levels to determine if the  
17 operation of any other source has contributed to the compliance results. The Certificate  
18 Holder shall report the results of the noise evaluation to the Department indicating any  
19 adjustments to applicable noise limits consistent with OAR 340-035-0035(1)(b)(B)(i).  
20 [Amendment No. 7]

21  
22 E.1.b. Wetlands and Removal/Fill Permit

23  
24 (1) Before beginning construction of Phase 1 of the energy facility or the Port Westward to  
25 BPA Allston Substation Transmission Line, as appropriate, the Certificate Holder shall obtain  
26 a U.S. Army Corps of Engineers and Oregon Division of State Lands Joint Removal/Fill Permit  
27 substantially in the form of the Removal/Fill Permit in Attachment C; provided, that  
28 mitigation required under the Removal/Fill Permit shall allow for accommodation of Corps  
29 of Engineers mitigation requirements, subject to the concurrence of the Department, in  
30 consultation with the Division of State Lands and affected federal agencies. [Amendment  
31 No. 1]

32  
33 (2) The Certificate Holder shall comply with state laws and rules applicable to the  
34 Removal/Fill Permit that are adopted in the future to the extent that such compliance is  
35 required under the respective statutes and rules.

36  
37 (3) The Certificate Holder shall clearly stake the wetland boundary adjacent to the spoils  
38 disposal area and the wetland number 4 boundary adjacent to the construction  
39 laydown/staging areas in the vicinity of the energy facility and the wetland boundary  
40 adjacent to the Beaver Generating Plant laydown/staging area prior to any ground  
41 disturbing activity in corresponding areas, and shall maintain the staking until all ground-  
42 disturbing activities in the corresponding areas have been completed. The Certificate Holder  
43 shall instruct all contractors disposing of soil in the spoils disposal area and using the  
44 construction laydown/staging areas in the vicinity of the energy facility or at the Beaver

1 Generating Plant laydown/staging area about the purpose of the staking and shall require  
2 them to avoid any impact to the wetlands. [Amendments No. 3 & 10]  
3

4 E.1.c. Public Health and Safety  
5

6 (1) If local public safety authorities notify the Certificate Holder and the Department that  
7 the operation of the energy facility is contributing significantly to ground level fogging or  
8 icing along public roads and is likely to pose a significant threat to public safety, the  
9 Certificate Holder shall cooperate with local public safety authorities regarding the posting  
10 of warning signs on affected roads and the implementation of other reasonable safety  
11 measures.  
12

13 (2) The Certificate Holder shall design the transmission lines and backup electricity lines so  
14 that alternating current electric fields shall not exceed 9 kV per meter at one meter above  
15 the ground surface in areas accessible to the public. [Amendment No. 1]  
16

17 (3) The Certificate Holder shall design the transmission lines and backup electricity lines so  
18 that induced currents and voltage resulting from the transmission lines are as low as  
19 reasonably achievable. [Amendment No. 1]  
20

21 (4) The Certificate Holder shall develop and implement a program that provides reasonable  
22 assurance that all fences, gates, cattle guards, trailers, or other objects or structures of a  
23 permanent nature that could become inadvertently charged with electricity are grounded  
24 or bonded throughout the life of the transmission line.  
25

26 (5) The Certificate Holder shall restore or mitigate the reception of radio and television at  
27 residences and commercial establishments in the primary reception area to the level  
28 present before operation of the transmission line at no cost to residents or businesses  
29 experiencing interference resulting from the transmission line.  
30

31 (6) The Certificate Holder shall design, construct and operate the transmission lines and  
32 backup electricity lines in accordance with the requirements of the National Electrical Safety  
33 Code. [Amendment No. 1]  
34

35 (7) The Certificate Holder shall take reasonable steps to reduce or manage exposure to  
36 electromagnetic fields (EMF), consistent with Council findings presented in the "Report of  
37 EMF Committee to the Energy Facility Siting Council," March 30, 1993, and subsequent  
38 findings. Effective on the date of this Site Certificate, the Certificate Holder shall provide  
39 information to the public, upon request, about EMF levels associated with the energy  
40 facility and related transmission lines and backup electricity lines. [Amendment No. 1]  
41

42 (8) At least 30 days before beginning preparation of detailed design and specifications for  
43 the electrical transmission line(s) and backup electricity line(s) or the natural gas pipelines,  
44 the Certificate Holder shall consult with the Oregon Public Utility Commission staff to

1 ensure that its designs and specifications are consistent with applicable codes and  
2 standards. [Amendments No. 1 & 5]

3  
4 (9) With respect to the related or supporting natural gas pipelines, the Certificate Holder  
5 shall design, construct and operate the pipeline in accordance with the requirements of the  
6 U.S. Department of Transportation as set forth in Title 49, Code of Federal Regulations, Part  
7 192. [Amendment No. 5]

8  
9 **E.1.d. Water Pollution Control Facilities Permit**

10  
11 (1) Before beginning commercial operation of Phase 1 of the energy facility, the Certificate  
12 Holder shall demonstrate that the DEQ has issued to the Certificate Holder a Water  
13 Pollution Control Facilities Permit, substantially in the form of Attachment B.1, allowing for  
14 on-site sanitary waste disposal. [Amendment No. 1]

15  
16 (2) The Certificate Holder shall comply with state laws and rules applicable to Water  
17 Pollution Control Facilities Permits that are adopted in the future to the extent that such  
18 compliance is required under the respective statutes and rules.

19  
20 **F. CONDITIONS REQUIRED OR RECOMMENDED BY COUNCIL RULES**

21  
22 **F.1. MANDATORY CONDITIONS IN SITE CERTIFICATES**

23  
24 **Amendment of Site Certificate**

25  
26 (1) The Council shall not change the conditions of the Site Certificate except in accordance  
27 with the applicable provisions of OAR 345, Division 27, in effect on the date of the Council  
28 action.

29  
30 **Legal Description**

31  
32 (2) Before beginning construction of Phase 1 of the energy facility, the Certificate Holder  
33 shall submit to the Department a legal description of the site, except as provided in OAR  
34 345-027-0023(6). [Amendment No. 1]

35  
36 (a) The legal description of the site for purposes of beginning construction of Phase 1  
37 may exclude the 180-foot wide strip (50 feet south and 130 feet north of an existing  
38 road) immediately north of Phase 1.

39  
40 (b) The Certificate Holder shall notify the Department in writing if it is exercising the  
41 option to exclude the 180-foot wide strip from Phase 1.

42  
43 (c) If the Certificate Holder excludes the strip from the legal description during Phase 1,  
44 the Certificate Holder shall submit to the Office, before beginning construction of Phase

1 2 of the energy facility, a legal description indicating whether the energy facility site for  
2 Phase 2 includes the 180-foot wide strip. [Amendment No. 2]  
3

4 **General Requirements**  
5

6 (3) The Certificate Holder shall design, construct, operate, and retire the facility:  
7

8 (a) Substantially as described in the Site Certificate;  
9

10 (b) In compliance with the requirements of ORS Chapter 469, applicable Council rules,  
11 and applicable state and local laws, rules and ordinances in effect at the time the  
12 Council issues the Site Certificate; and,  
13

14 (c) In compliance with all applicable permit requirements of other state agencies.  
15

16 **Construction Rights on Site**  
17

18 (4) Except as necessary for the initial survey or as otherwise allowed for transmission lines  
19 or pipelines in this condition, the Certificate Holder shall not begin construction, as defined  
20 in OAR 345-001-0010, or create a clearing on any part of the site until the Certificate Holder  
21 has construction rights on all parts of the site. For the purpose of this condition,  
22 “construction rights” means the legal right to engage in construction activities. For  
23 transmission lines or pipelines, if the Certificate Holder does not have construction rights on  
24 all parts of the site, the Certificate Holder may nevertheless begin construction or create a  
25 clearing on a part of the site if:  
26

27 (a) The Certificate Holder has construction rights on that part of the site; and,  
28

29 (b) The Certificate Holder would construct and operate part of the facility on that part of  
30 the site even if a change in the planned route of the transmission line or pipeline occurs  
31 during the Certificate Holder's negotiations to acquire construction rights on another  
32 part of the site.  
33

34 For purposes of this condition, the “site” for purposes of beginning construction of Phase 1 may  
35 exclude the 180-foot wide strip (50feet south and 130 feet north of an existing road)  
36 immediately north of Phase 1. [Amendment No. 2]  
37

38 **Beginning and Completing Construction**  
39

40 (5) The Certificate Holder shall begin construction of the energy facility by November 8,  
41 2006. Beginning construction of the Port Westward to BPA Allston Substation Transmission  
42 Line shall not satisfy this requirement. [Amendment No. 2]  
43

1 (a) The Certificate Holder shall report promptly to the Department the date that it  
2 began construction of the facility, as defined in OAR 345-001-0010. In reporting the  
3 beginning of construction, the Certificate Holder shall briefly describe all work on the  
4 site performed before beginning construction, including work performed before the  
5 Council issued the Site Certificate and work performed to construct the Port Westward  
6 to BPA Allston Substation Transmission Line, and shall state the cost of that work,  
7 pursuant to OAR 345-026-0048. If the Certificate Holder constructs the energy facility in  
8 phases, the Certificate Holder shall report the beginning of construction of each phase.  
9 [Amendment No. 1]

10  
11 (b) If the Certificate Holder begins construction of the Port Westward to BPA Allston  
12 Substation Transmission Line, as defined in OAR 345-001-0010, prior to beginning  
13 construction of the energy facility, it shall promptly report to the Department the date it  
14 began construction of the transmission line.

15  
16 (6) The Certificate Holder shall complete construction of the facility by May 8, 2015. The  
17 completion of construction date is the day by which (1) the facility is substantially complete  
18 as defined by the Certificate Holder's construction contract documents; (2) acceptance  
19 testing is satisfactorily completed; and, (3) the energy facility is ready to commence  
20 continuous operation consistent with the Site Certificate. Completion of construction of the  
21 Port Westward to BPA Allston Substation Transmission Line separately shall not satisfy this  
22 requirement. [Amendments No. 2, 6, 8 & 9]

23  
24 (a) The Certificate Holder shall report promptly to the Department the date it completed  
25 construction of the facility. If the Certificate Holder constructs the energy facility in  
26 phases, the Certificate Holder shall report the date of completion of each phase.  
27 [Amendment No. 1]

28  
29 (b) If the Certificate Holder completes construction of the Port Westward to BPA Allston  
30 Substation Transmission Line separately before completing construction of the facility, it  
31 shall promptly report that date to the Department.

32  
33 (c) Separate completion of construction of Port Westward to BPA Allston Substation  
34 Transmission Line shall be the date that PGE makes it available to the  
35 Summit/Westward Project to transmit energy.

## 36 37 **F.2 OTHER CONDITIONS BY RULE**

### 38 39 **Incident Reports**

40  
41 (1) With respect to the related or supporting natural gas pipelines, the Certificate Holder  
42 shall submit to the Department copies of all incident reports required under 49 CFR  
43 §192.709 that involve the pipeline.  
44

1 **Rights-of-Way**

2  
3 (2) Before beginning operation of the energy facility, the Certificate Holder shall submit to  
4 the Department a legal description of the permanent right-of-way where the Certificate  
5 Holder has built a pipeline or transmission line within an approved corridor. The site of the  
6 pipeline or transmission line subject to the Site Certificate is the area within the permanent  
7 right-of-way. However, if the Certificate Holder completes construction of the Port  
8 Westward to BPA Allston Substation Transmission Line before beginning construction of the  
9 energy facility, the Certificate Holder shall submit to the Department a legal description of  
10 the permanent right-of-way for that segment of that transmission line, notwithstanding  
11 OAR 345-027-0023(6).  
12

13 **Monitoring Programs**

14  
15 (3) If the Certificate Holder becomes aware of a significant environmental change or impact  
16 attributable to the facility, the Certificate Holder shall, as soon as possible, submit a written  
17 report to the Department describing the impact on the facility and its ability to comply with  
18 any affected Site Certificate conditions.  
19

20 **Compliance Plans**

21  
22 (4) Before beginning construction of the facility, the Certificate Holder shall implement a  
23 plan that verifies compliance with all Site Certificate terms and conditions and applicable  
24 statutes and rules. The Certificate Holder shall submit a copy of the plan to the Department.  
25 The Certificate Holder shall document the compliance plan and maintain it for inspection by  
26 the Department or the Council. However, if the Certificate Holder begins construction of the  
27 Port Westward to BPA Allston Substation Transmission Line before beginning construction  
28 of the energy facility, the applicable compliance plan shall relate to that phase of  
29 construction.  
30

31 **Reporting**

32  
33 (5) Within six months after beginning any construction, and every six months thereafter  
34 during construction of the energy facility and related or supporting facilities, the Certificate  
35 Holder shall submit a semi-annual construction progress report to the Council. In each  
36 construction progress report, the Certificate Holder shall describe any significant changes to  
37 major milestones for construction. When the reporting date coincides, the Certificate  
38 Holder may include the construction progress report within the annual report described in  
39 Condition F.2(6).  
40

41 (6) The Certificate Holder shall, within 120 days after the end of each calendar year after  
42 beginning construction, submit an annual report to the Council that addresses the subjects  
43 listed in OAR 345-026-0080(2). The Council secretary and the Certificate Holder may, by  
44 mutual agreement, change the reporting date.

1  
2 (7) To the extent that information required by OAR 345-026-0080(2) is contained in reports  
3 the Certificate Holder submits to other state, federal or local agencies, the Certificate  
4 Holder may submit excerpts from such other reports. The Council reserves the right to  
5 request full copies of such excerpted reports.  
6

#### 7 **Schedule Modification**

8  
9 (8) The Certificate Holder shall promptly notify the Department of any changes in major  
10 milestones for construction, decommissioning, operation, or retirement schedules. Major  
11 milestones are those identified by the Certificate Holder in its construction, retirement or  
12 decommissioning plans.  
13

#### 14 **Correspondence with Other State or Federal Agencies**

15  
16 (9) The Certificate Holder and the Department shall exchange copies of all correspondence  
17 or summaries of correspondence related to compliance with statutes, rules and local  
18 ordinances on which the Council determined compliance, except for material withheld from  
19 public disclosure under state or federal law or under Council rules. The Certificate Holder  
20 may submit abstracts of reports in place of full reports; however, the Certificate Holder shall  
21 provide full copies of abstracted reports and any summarized correspondence at the  
22 request of the Department.  
23

#### 24 **Notification of Incidents**

25  
26 (10) The Certificate Holder shall notify the Department within 72 hours of any occurrence  
27 involving the facility if:  
28

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

30  
31 (b) A natural event such as an earthquake, flood, tsunami or tornado, or a human-  
32 caused event such as a fire or explosion affects or threatens to affect the public health  
33 and safety or the environment; or,  
34

35 (c) There is any fatal injury at the facility.  
36  
37

#### 38 **G. GENERAL CONDITIONS**

39  
40 (1) The general arrangement of the Port Westward Generating Project shall be substantially  
41 as shown in the ASC.  
42

1 (2) The Certificate Holder shall ensure that related or supporting facilities are constructed in  
2 the corridors described in this Order and as shown in ASC and in the manner described in  
3 this Order and the ASC.  
4

5 (3) During construction and operation of the energy facility, the Certificate Holder shall  
6 house the combustion turbine in an enclosure that provides thermal insulation, acoustical  
7 attenuation, and fire extinguishing media containment and that would allow access for  
8 routine inspection and maintenance.  
9

10 **Successors and Assigns**  
11

12 (4) Before any transfer of ownership of the facility or ownership of the Certificate Holder,  
13 the Certificate Holder shall inform the Department of the proposed new owners. The  
14 requirements OAR 345-027-0100 shall apply to any transfer of ownership that requires a  
15 transfer of the Site Certificate.  
16

17 **Severability and Construction**  
18

19 (5) If any provision of this Site Certificate is declared by a court to be illegal or in conflict  
20 with any law, the validity of the remaining terms and conditions shall not be affected, and  
21 the rights and obligations of the parties shall be construed and enforced as if the Site  
22 Certificate did not contain the particular provision held to be invalid. In the event of a  
23 conflict between the conditions contained in the Site Certificate and the Council's Order,  
24 the conditions contained in this Site Certificate shall control.  
25

26 **Governing Law and Forum**  
27

28 (6) This Site Certificate shall be governed by the laws of the State of Oregon.  
29

30 (7) Any litigation or arbitration arising out of this agreement shall be conducted in an  
31 appropriate forum in Oregon.  
32  
33  
34  
35  
36  
37  
38  
39  
40  
41  
42  
43

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

3  
4 ENERGY FACILITY SITING COUNCIL

5  
6  
7  
8 By: W. Bryan Wolfe 8-23-13  
9 W. Bryan Wolfe, Chair Date

10  
11  
12 PORTLAND GENERAL ELECTRIC COMPANY *NEA*

13  
14 By: Stephen M. Quenzo 8/23/13  
15 **STEPHEN M. QUENNOZ** Date

16  
17 ATTACHMENT A MEMORANDUM OF UNDERSTANDING: MONETARY PATH PAYMENT  
18 REQUIREMENT

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

20 ATTACHMENT C REMOVAL/FILL PERMIT

21  
22 ATTACHMENT D PGE REQUEST FOR AMENDMENT 7, REVISED EXHIBIT P.8.1 (AS TRANSMITTED IN  
23 NOVEMBER 19, 2009 LETTER RICK TETZLOFF TO ADAM BLESS "PORT WESTWARD GENERATING PROJECT –  
24 REVISIONS TO REQUEST TO AMEND SITE CERTIFICATE (AMENDMENT 7) TO ADDRESS ODFW COMMENTS")  
25  
26