

FOURTH AMENDED
SITE CERTIFICATE
FOR THE
PORT WESTWARD GENERATING PROJECT

ISSUED BY

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

503.378.4040
503.373.7806 *FAX*

MAY 19, 2006

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1 **FOURTH AMENDED**

2 **SITE CERTIFICATE**

3 **FOR THE**

4 **PORT WESTWARD GENERATING PROJECT**

5 **A. INTRODUCTION**

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

10 The findings of fact, reasoning and conclusions of law underlying the terms and conditions of
11 this site certificate are set forth in the following documents, which by this reference are
12 incorporated herein: (a) the Council's Final Order in the Matter of the Application for a Site
13 Certificate for the Port Westward Generating Project, which the Council granted on November 8,
14 2002; (b) the Council's Final Order in the Matter of the Site Certificate for the Port Westward
15 Generating Project Request for Amendment No. One, which the Council granted on December 5,
16 2003; (c) the Council's Final Order in the Matter of the Site Certificate for the Port Westward
17 Generating Project Request for Amendment No. Two, which the Council granted on
18 September 24, 2004; (d) the Council's Final Order in the Matter of the Site Certificate for the
19 Port Westward Generating Project Request for Amendment No. Three, which the Council
20 granted on January 28, 2005; and (e) the Council's Final Order in the Matter of the Fourth
21 Request to Amend the Site Certificate for the Port Westward Generating Project, which the
22 Council granted. [Amendments No. 1, 2, 3, 4]. Collectively, we refer to the Final Orders listed in
23 (a) through (e) as "the Orders".

24 In interpreting this site certificate, any ambiguity shall be clarified by reference to, and in the
25 following priority: this Site Certificate, the record of the proceedings which led to the Orders,
26 and the Application for a Site Certificate for the Port Westward Generating Project. As used in
27 this Site Certificate, the "application for site certificate" or the "ASC" includes: (a) the
28 Application for a Site Certificate for the Port Westward Generating Project, which the Office of
29 Energy ("Office") filed on April 11, 2002; (b) the Certificate Holder's Request for First
30 Amendment to the Site Certificate for the Port Westward Generating Project, which the Council
31 received on October 25, 2003; (c) the Certificate Holder's Request for Second Amendment to the
32 Site Certificate for the Port Westward Generating Project, which the Council received on May 7,
33 2004; (d) the Certificate Holder's Request for Third Amendment to the Site Certificate for the
34 Port Westward Generating Project, which the Council received on November 3, 2004, and (e) the
35 Certificate Holder's Request for Fourth Amendment to the Site Certificate for the Port Westward
36 Generating Project, which the Council received on January 18, 2006. [Amendments No. 1, 2 & 3]

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

5 **B. SITE CERTIFICATION**

- 6 1. To the extent authorized by State law and subject to the conditions set forth herein, the
7 State approves and authorizes the Certificate Holder to construct, operate and retire a
8 natural gas-fired, combined cycle combustion turbine energy facility, together with
9 certain related or supporting facilities, at the site as described in Section C of this Site
10 Certificate, near Clatskanie, Oregon. ORS 469.401(1).
11
- 12 2. This site certificate shall be effective (1) until it is terminated pursuant to OAR
13 345-027-0110 or the rules in effect on the date that termination is sought, or (2) until the
14 Site Certificate is revoked pursuant to ORS 469.440 and OAR 345-029-0100 or the
15 statutes and rules in effect on the date that revocation is ordered. ORS 469.401(1).
16
- 17 3. This Site Certificate does not address, and is not binding with respect to, matters that
18 were not addressed in the Council's Final Order. These matters include, but are not
19 limited to: building code compliance, wage, hour and other labor regulations, local
20 government fees and charges, and other design or operational issues that do not relate to
21 siting the Project; and permits issued under statutes and rules for which the decision on
22 compliance has been delegated by the Federal government to a state agency other than
23 the Council. ORS 469.401(4) and 469.503(3).
24
- 25 4. Both the State and the Certificate Holder shall abide by local ordinances and state law
26 and the rules of the Council in effect on the date this Site Certificate is executed. In
27 addition, upon a clear showing of a significant threat to the public health, safety or the
28 environment that requires application of later-adopted laws or rules, the Council may
29 require compliance with such later-adopted laws or rules. ORS 469.401(2).
30
- 31 5. For a permit, license or other approval addressed in and governed by this Site Certificate,
32 the Certificate Holder shall comply with applicable state and federal laws adopted in the
33 future to the extent that such compliance is required under the respective state agency
34 statutes and rules. ORS 469.401(2).
35
- 36 6. Subject to the conditions herein, this Site Certificate binds the State and all counties,
37 cities and political subdivisions in this state as to the approval of the site and the
38 construction, operation and retirement of the Project as to matters that are addressed in
39 and governed by this Site Certificate. ORS 469.401(3).
40
- 41 7. Each affected state agency, county, city and political subdivision in Oregon with
42 authority to issue a permit, license or other approval addressed in or governed by this Site
43 Certificate shall, upon submission of the proper application and payment of the proper
44 fees, but without hearings or other proceedings, issue such permit, license or other
45 approval subject only to conditions set forth in this Site Certificate. ORS 469.401(3).

- 1
2 8. After issuance of this Site Certificate, each state agency or local government agency that
3 issues a permit, license or other approval for the Project shall continue to exercise
4 enforcement authority over such permit, license or other approval. ORS 469.401(3).
5
6 9. After issuance of this Site Certificate, the Council shall have continuing authority over
7 the site and may inspect, or direct the Department to inspect, or request another state
8 agency or local government to inspect, the site at any time in order to assure that the
9 Project is being operated consistently with the terms and conditions of this Site
10 Certificate. ORS 469.430.
11
12 10. The Certificate Holder may develop the energy facility in two phases. Phase 1 would
13 consist of the southernmost generating unit ("Unit 1"), including one combustion turbine
14 generator, heat recovery steam generator, steam generator, one step-up transformer bank,
15 auxiliary transformer, and cooling tower. Phase 1 would also include all of the energy
16 facility components common to the two units and the related or supporting facilities.
17 Phase 2 would consist of the northernmost generating unit ("Unit 2") and its associated
18 facilities. All conditions of this Site Certificate apply equally to Phase 1 and Phase 2,
19 unless a condition specifies different obligations for Phase 1 or Phase 2. [Amendments
20 No. 1 & 3]
21

22 **C. SITE DESCRIPTIONS**

23
24 **C.1. FACILITY**

25
26 **C.1.a. Major Structures and Equipment**

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

31 The energy facility will consist of two combustion turbine generators (General Electric Frame
32 7FB's or comparable combustion turbines), two heat recovery steam generators ("HRSG"), and
33 two steam generators. It will burn natural gas in the combustion turbines and duct burners.
34 Expanding gases from combustion will turn rotors within the turbines that are connected to
35 electric generators. The hot gases exhausted from the combustion turbines and duct burners will
36 be used to raise steam in the HRSGs. Steam from the HRSGs will be expanded through the
37 steam turbines. Each steam turbine will drive its own electric generator. [Amendment No. 1]
38

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

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

4
5 Six transformers will step-up the combustion turbine and steam turbine generator voltages to the
6 substation voltage of 230 kilovolts ("kV"). Two auxiliary transformers will supply power for
7 plant auxiliary loads. [Amendment No. 1]

8
9 Most of the structures comprising the energy facility, including the combustion and steam
10 turbines and generators, the main step-up transformers, the HRSG, and the control rooms, will be
11 contained within an area measuring about 400 feet by 560 feet.

12
13 Two mechanical-draft cooling towers will be used to remove the waste heat from each main
14 condenser and the plant auxiliary heat exchangers. The cooling towers and circulating water
15 pumps will cover an area of about 75 feet by 650 feet and will stand about 50 feet high.

16
17 A switchyard or dead-end transmission structure will interconnect the plant's output to the
18 230-kV transmission network. The switchyard footprint will measure about 300 feet by 500 feet.
19 [Amendment No. 1]

20
21 An auxiliary boiler will supply steam for plant start-ups and short duration shut-downs. The
22 auxiliary boiler will be fueled with natural gas. [Amendment No. 3]

23
24 Additional facilities will include: a plant services/warehouse building; two boiler feed pump
25 buildings; a fire water pump building; a water treatment building; a clarifier; a settling basin; a
26 condensate tank, a fire water/service water storage tank and a demineralized water storage tank
27 (each with 440,000-gallon capacity); a natural gas metering station; a natural gas compressor
28 station with electric compressors of 1,000 to 7,000 horsepower total, enclosed in a building with
29 acoustical insulation; and, an aqueous ammonia storage tank (with 100,000-gallon capacity and
30 equipped with containment). [Amendment No. 1]

31
32 Natural gas will not be stored at the energy facility site. Diesel fuel for the fire pumps will be
33 stored in an aboveground tank. Water treatment chemicals will be stored in permanent
34 aboveground storage tanks or portable plastic tanks (totes). To prevent storm water runoff from
35 chemical storage, all fuel and chemical storage will be inside buildings or under cover in paved
36 areas with a curb. All individual spill containment areas will be designed to hold at least
37 110 percent of the volume of liquids stored within them.

38
39 A complete fire protection system will be installed within the buildings and yard areas at the
40 energy facility site. The system will be designed to meet the requirements of the Uniform Fire
41 Code, as amended by Oregon and the National Fire Protection Association, and all other
42 applicable fire protection standards. The fire protection system will include a fire water system,
43 a dry chemical extinguishing system, a carbon dioxide ("CO₂") extinguishing system, and
44 portable fire extinguishers. The road system within the energy facility site will be designed for

1 access by large trucks needed for equipment and material deliveries. The minimum turning
2 inside radius for roads will be 40 feet.

3
4 The fire water system will include a fire water supply loop, fire hydrants, sprinkler systems, and
5 hoses placed at appropriate locations. Reserved capacity in the 180,000-gallon fire water/service
6 water storage tank will serve as the firewater source.

7
8 The combustion turbine enclosures will be protected by foam or CO₂ systems. If the systems
9 were to activate, an alarm will sound and/or a visual indicator will light up on the gas turbine
10 control panel.

11
12 Portable fire extinguishers will be placed at key locations within the energy facility site. The
13 type and number of portable fire extinguishers will conform to applicable code requirements.

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

24
25 **Output.** The energy facility will have a net electric power output of about 560 MW at an
26 average annual site condition of 51 degrees Fahrenheit, 14.691 pounds per square inch
27 barometric pressure, and 78 percent relative humidity. The new and clean heat rate will be about
28 6,790 Btu (higher heating value). [Amendments No. 1 & 3]

29
30 With power augmentation technologies (duct burning), the energy facility will have a net electric
31 power output of about 650 MW and a new and clean heat rate of about 7,100 Btu (higher heating
32 value). The Certificate Holder proposes to operate the energy facility with power augmentation
33 technologies for 3,000 hours annually on average. [Amendments No. 1 & 3]

34
35 **Fuel Use.** The energy facility will use natural gas as the only fuel to power the turbines and the
36 power augmentation technologies. It will use 4,600 MM Btu per hour of natural gas at full load
37 with the duct burners in operation at the average annual site condition. [Amendments No. 1 & 3]

38
39 **Water Use.** The energy facility will obtain water to generate steam and to cool the steam
40 process from an existing PGE intake structure on the Bradbury Slough of the Columbia River.
41 The Certificate Holder will use water from PGE's existing industrial water right, from partial
42 transfer of a water right associated with PGE's Trojan Nuclear Plant (subject to approval of a
43 transfer by the Oregon Water Resources Department) and, if necessary, will enter into a contract
44 with the Port of St. Helens, which has an existing water permit, to obtain water sufficient for
45 operation of the energy facility. [Amendments No. 1 & 3]

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

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

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

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

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

35 **C.1.b. Related or Supporting Facilities**

36 The energy facility will include the following related or supporting facilities:
37

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

1 horsepower is intended to ensure 300 to 520 psig gas pressure at the Port Westward Industrial
2 Area with total capacity of 310 million standard cubic feet/day. [Amendment No. 1]
3

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

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

18 **Chlorination and Electrical Control Buildings.** Two small structures will be constructed on
19 upland south of the intake facility. One structure, with a footprint of about 600 square feet, will
20 be for chlorination. The other structure, with a footprint of about 150 feet, will be for electrical
21 control. Underground lines in a 25-foot wide corridor will connect these structures to the intake
22 structure. [Amendment No. 3]
23

24 **Wastewater Pipeline.** Process and cooling wastewater discharged from the energy facility will
25 be collected in a settling basin and returned to the Columbia River about one-half mile northwest
26 of the energy facility, pursuant to the Port of St. Helens' NPDES permit. [Amendment No. 1]
27

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

38 The Certificate Holder may also construct a demineralized water pipeline about six inches in
39 diameter from the PGE Beaver Generating Plant to the energy facility. If the Certificate Holder
40 constructs the demineralized water pipeline, it will not construct a water treatment building as
41 part of the energy facility. The Certificate Holder will install a backup 13.8 kV electrical
42 distribution line and a communications line in a conduit from the PGE Beaver Generating Plant
43 to the energy facility. The demineralized water line, communications line, and backup electricity
44 lines will be about 1,200 feet long, and the portion of the potable water line between the potable

1 water storage tank and the water supply pipeline corridor will be about 1,700 feet long.
2 [Amendments No. 1 & 3]
3

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

12 **Spoils Disposal Area.** Excess soils from construction at the energy facility site will be spread
13 across the spoils disposal site of about 11.6 acres, which will be located southeast of the PGE
14 Beaver Generating Plant. [Amendment No. 3].
15

16 **Electric Transmission Line.** The energy facility will deliver electric power to the regional grid
17 by means of a new transmission line consisting of one 230 kV circuit on monopole towers (up to
18 120 feet high) routed along existing power line easements. There are two transmission line
19 alternatives routes under consideration, with two other short alternative segments in the vicinity
20 of the BPA Allston Substation:
21

22 Alternative One. The first alternative will entail routing the transmission line from the
23 energy facility to the Bonneville Power Administration ("BPA") Allston Substation near
24 Alston, Oregon (a distance of about 10 miles).
25

26 Alternative Two. The second alternative will entail routing the transmission line from the
27 energy facility to the PGE Trojan Substation near Goble, Oregon (a distance of about
28 20 miles).
29

30 PWGP and the Summit Project present a unique situation regarding the transmission lines for
31 their facilities. The two proposed energy projects will be located close to each other and will use
32 the same existing transmission corridor and the same towers from Port Westward to the vicinity
33 of the BPA Allston Substation, Alternative One. The towers will be double-circuited, with
34 PWGP on one side and the Summit Project on the other.
35

36 The Portland General Electric Transmission Group will build the transmission lines for either or
37 both projects, depending on which energy facilities are eventually constructed. The transmission
38 line for each project is a related or supporting facility for that project, and therefore, must be
39 built to Council standards. However, because the Council is reviewing the applications for both
40 projects simultaneously, because they will use the same towers, and because the same company
41 will build and operate the transmission lines, the Council has consolidated the reviews within the
42 PWGP proceeding and is placing conditions for the transmission lines in the site certificate for
43 the Port Westward Generating Project.
44

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

7 8 **C.2. LOCATION OF THE FACILITY**

9 10 **C.2.a. The Energy Facility Site**

11 The energy facility will be located about seven miles by road northeast of the city of Clatskanie
12 in Columbia County, Oregon. The energy facility site will be located on an approximately
13 852-acre parcel leased to PGE by the Port of St. Helens in Section 15, Township 8 North, Range
14 4 West, Willamette Meridian. The energy facility site will be fenced and will comprise about
15 17.5 acres of the larger parcel. An alternative configuration of the energy facility site excludes a
16 strip 180 feet wide (50 feet south and 130 feet north of an existing road across the site). Under
17 this alternative, the Certificate Holder could choose to exclude this strip from the energy facility
18 site for Phase 1. If the strip is excluded during Phase 1, the Certificate Holder shall declare in
19 writing to the Department before beginning construction of Phase 2 whether the energy facility
20 site for Phase 2 includes the 180-foot wide strip. [Amendments No. 1 & 2]

21
22 Bradbury Slough of the Columbia River lies to the northeast of the energy facility site. Access to
23 the energy facility site will be by traveling about 1.5 miles north on Kallunki Road from its
24 intersection with Alston-Mayger Road. The existing PGE Beaver Generating Plant is located
25 about one-half mile southwest of the energy facility site.

26 27 **C.2.b. Related or Supporting Facility Sites**

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

33
34 **Water Supply Pipeline Corridor.** The proposed water supply pipeline will supply raw water to
35 the energy facility from the existing PGE Beaver Generating Plant water intake structure in
36 Bradbury Slough of the Columbia River. The pipeline right-of-way will be about 50 feet wide
37 and 6,000 feet long, will cover an area of about 7 acres, and will lie within the 852-acre parcel
38 leased to PGE by the Port of St. Helens and situated within Section 15, Township 8 North,
39 Range 4 West, Willamette Meridian.

40
41 **Chlorination and Electrical Control Buildings** Two small structures will be constructed on
42 upland south of the existing PGE Beaver Generating Plant water intake structure in Bradbury
43 Slough. The two structures, with a combined footprint of about 750 square feet, will lie within
44 the 852-acre parcel leased to PGE by the Port of St. Helens and situated within Section 15,
45 Township 8 North, Range 4 West, Willamette Meridian. [Amendment No. 3].

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

9 **Utility Line Corridor Between the Energy Facility Site and the PGE Beaver Generating**
10 **Plant.** The Certificate Holder will construct a potable water pipeline, backup electricity line,
11 communications line and possibly a demineralized water pipeline from the PGE Beaver
12 Generating Plant or the potable water tank to the energy facility site. It would install the lines a
13 minimum depth of three feet below grade in existing roadways entirely with the 825-acre parcel
14 that the Port of St. Helens has leased to PGE. The parcel is located within Section 15 and 22,
15 Township 8 North, Range 4 West, Willamette Meridian. [Amendment No. 1]
16

17 **Temporary Construction Staging and Laydown Areas.** Temporary construction staging and
18 laydown areas totaling approximately 12.4 acres will be located around the energy facility site,
19 within the 852-acre parcel leased to PGE by the Port of St. Helens and situated within Sections
20 15 and 16, Township 8 North, Range 4 West, Willamette Meridian. Another laydown area of
21 about 6 acres will be located on upland south of the existing PGE water intake structure within
22 Section 15, Township 8 North, Range 4 West, Willamette Meridian. The areas will be used for
23 storing equipment and materials and as staging areas for constructing the power plant.
24 Construction laydown and staging areas are as depicted on Figure B-2 rev.1 as submitted with
25 the Request for Fourth Amendment on January 18, 2006 [Amendment No. 4]
26

27 **Spoils Disposal Area.** Excess soils from construction at the energy facility site will be spread
28 across the spoils disposal site of about 11.6 acres, which will be located southeast of the PGE
29 Beaver Generating Plant, within the 852-acre parcel leased to PGE by the Port of St. Helens and
30 situated within Sections 15 and 22, Township 8 North, Range 4 West, Willamette Meridian..
31 [Amendment No. 3].
32

33 **Transmission Line Corridor.** The transmission line will follow one of two alternative routes:
34

35 Alternative One. Under this alternative, the energy facility will deliver electric power to
36 the BPA Allston Substation near Alston, Oregon, by means of a new 230-kV circuit on
37 monopole steel structures, except where it will have to cross the existing BPA lines. A
38 separate 230 kV circuit will carry the output of the Summit Project on the same
39 structures, as noted above. The new transmission line will be routed on an existing PGE
40 right-of-way that is 250 feet wide, except at the BPA Allston Substation where a new
41 right-of-way may be required. The structures will be placed on or near the centerline of
42 the unused north half of the right-of-way. The transmission line corridor will be about
43 125 feet wide and 10 miles long, will occupy an area of about 300 acres, and will pass
44 through Sections 15, 22, 23, 26, 35 and 36, Township 8 North, Range 4 West, and
45 Sections 31, 5, 6, 4, 3 and 10, Township 7 North, Range 3 West, Willamette Meridian.

1
2 Alternative Two. Under this alternative, the energy facility will deliver electric power to
3 Trojan near Goble, Oregon, by means of a new 230-kV circuit on monopole steel
4 structures. Between PWGP and the BPA Allston Substation, the new transmission line
5 will be routed on an existing PGE right-of-way 250 feet wide as described in Alternative
6 One. The structures will be placed on or near the centerline of the unused north half of
7 the right-of-way. Between the BPA Allston Substation and Trojan, the new transmission
8 line will run parallel to an existing BPA transmission line. This section of the
9 transmission line corridor will be about 125 feet wide and ten miles long, will occupy an
10 area of about 300 acres, and will pass through Sections 10, 11, 15, 14, 23 and 24,
11 Township 7 North, Range 3 West, and Sections 19, 30, 29, 28, 33 and 34, Township 7
12 North, Range 2 West, and Sections 3 and 2, Township 6 North, Range 2 West,
13 Willamette Meridian.

14
15 Alternates 3 and 4. These short alternate segments are in the vicinity of the BPA Allston
16 Substation. They provide flexibility for interconnecting with the substation.

17
18 Unanalyzed Options. As shown on Figure C-2 of the ASC, and in particular the enlarged
19 detail of the BPA Allston Substation, there is a segment of Alignment 1 identified as
20 "2nd (future) circuit." This Site Certificate does not address that proposed segment of
21 Alignment 1.

22
23 **D. COUNCIL SITING STANDARDS**

24
25 **D.1. [PLACEHOLDER]**
26 [No Conditions]

27
28 **D.2. ORGANIZATIONAL EXPERTISE**

- 29
30 (1) The Certificate Holder shall report to the Department of Energy ("Department") in a
31 timely manner any change in the ownership of Portland General Electric Company
32 ("PGE").
33
34 (2) Before beginning construction of the energy facility, the Port Westward to Bonneville
35 Power Administration ("BPA") Allston Substation Transmission Line, or other related or
36 supporting facilities, the Certificate Holder shall identify to the Energy Facility Siting
37 Council ("Council") whom it has chosen to act in the role of the engineering,
38 procurement and construction ("EPC") contractor(s) for specific portions of the work.
39
40 (3) If the Certificate Holder chooses a third-party contractor to operate the facility, the
41 Certificate Holder shall submit to the Council the identity of the contractor so the Council
42 may review the qualifications and capability of the contractor to meet the standards of
43 OAR 345-0022-0010. If the Council finds that a new contractor meets these standards,
44 the Council shall not require an amendment to the Site Certificate for the Certificate
45 Holder to hire the contractor.

- 1
2 (4) Any matter of non-compliance under this Site Certificate shall be the responsibility of the
3 Certificate Holder. Any notice of violation issued under the Site Certificate will be
4 issued to the Certificate Holder. Any civil penalties levied shall be levied on the
5 Certificate Holder.
6
7 (5) The Certificate Holder shall contractually require the EPC contractor(s) and all
8 independent contractors and subcontractors involved in the construction and operation of
9 the facility to comply with all applicable laws and regulations and with the terms and
10 conditions of the Site Certificate. Such contractual provision shall not operate to relieve
11 the Certificate Holder of responsibility under the Site Certificate.
12
13 (6) The Certificate Holder shall obtain necessary state and local permits or approvals
14 required for the construction, operation and retirement of the facility or ensure that its
15 contractors obtain the necessary state and local permits or approvals.
16
17 (7) Before beginning construction of the energy facility, the Certificate Holder shall deliver
18 to the Department a copy of the agreement between the Certificate Holder and the Port of
19 St. Helens that provides that the Certificate Holder may use up to 8.3 cubic feet per
20 second of the water right held by the Port of St. Helens under Permit to Appropriate the
21 Public Waters, issued by the State of Oregon, Water Resources Department, Permit
22 No. 53677. [Amendment No. 1]
23
24 (8) Before beginning construction of the energy facility, the Certificate Holder shall deliver
25 to the Department evidence that the Oregon Department of Environmental Quality has
26 issued to the Port of St. Helens a National Pollutant Discharge Elimination System
27 ("NPDES") permit that provides for the discharge of non-sanitary wastewater from the
28 Port Westward Industrial Site, including all non-sanitary wastewater produced by the
29 energy facility.
30
31 (9) Before beginning construction of the energy facility, the Certificate Holder shall deliver
32 to the Department a copy of the agreement between the Certificate Holder and the Port of
33 St. Helens that provides for discharge of non-sanitary wastewater from the energy facility
34 by means of the NPDES permit issued to the Port of St. Helens.
35

36 **D.3. RETIREMENT AND FINANCIAL ASSURANCE**
37

- 38 (1) The Certificate Holder shall retire the facility if the Certificate Holder permanently ceases
39 construction or operation of the facility. The Certificate Holder shall retire the facility
40 according to a final retirement plan approved by the Council, as described in OAR 345-
41 027-0110, and prepared pursuant to Condition D.3(2).
42
43 (2) Two years before closure of the energy facility, the Certificate Holder shall submit to the
44 Department a proposed final retirement plan for the facility and site, pursuant to OAR
45 345-027-0110, including:

- 1
2 (a) A plan for retirement that provides for completion of retirement within two years
3 of permanent cessation of operation of the energy facility and that protects the
4 public health and safety and the environment;
5
6 (b) A description of actions the Certificate Holder proposes to take to restore the site
7 to a useful, non-hazardous condition; and,
8
9 (c) A detailed cost estimate, a comparison of that estimate with the dollar amount
10 secured by a bond or letter of credit and any amount contained in a retirement
11 fund, and a plan for assuring the availability of adequate funds for completion of
12 retirement.
13
14 (3) The Certificate Holder shall prevent the development of any conditions on the site that
15 would preclude restoration of the site to a useful, non-hazardous condition to the extent
16 that prevention of such site conditions is within the control of the Certificate Holder.
17
18 (4) A retirement plan that the Certificate Holder submits may provide transmission lines
19 constructed and operated under this Site Certificate remain in operation to serve other
20 energy facilities. [Amendment No. 3]
21
22 (5) Before beginning construction of the energy facility, the Certificate Holder shall submit
23 to the State of Oregon, through the Council, a bond or letter of credit in the amount of
24 \$4,938,800 (in 2004 dollars as of the fourth quarter) naming the State of Oregon, acting
25 by and through the Council, as beneficiary or payee. [Amendment No. 3]
26
27 (a) If the Certificate Holder develops the energy facility in phases, then before
28 beginning construction of Phase 1, the Certificate Holder shall submit a bond or
29 letter of credit in the amount of \$3,698,000 (in 2004 dollars as of the fourth
30 quarter). Before beginning construction of Phase 2, the Certificate Holder shall
31 increase the amount of such bond or letter of credit to \$4,938,800 (in 2004 dollars
32 as of the fourth quarter). [Amendments No. 1 & 3]
33
34 (b) [Deleted]. [Amendment No. 3]
35
36 (c) [Deleted]. [Amendments No. 1 & 3]
37
38 (d) The form of the bond or letter of credit and identity of the issuer shall be subject
39 to approval by the Council.
40
41 (e) The Certificate Holder shall maintain a bond or letter of credit in effect at all
42 times until the energy facility or the Port Westward to BPA Allston Substation
43 Transmission Line has been retired, as appropriate.
44

- 1 (f) The calculation of 2004 dollars shall be made using the U.S. Gross Domestic
2 Product Implicit Price Deflator, Chain-Weight, as published in the Oregon
3 Department of Administrative Services' "Oregon Economic and Revenue
4 Forecast," or by any successor agency (the "Index"). If at any time the Index is
5 no longer published, the Council shall select a comparable calculation of 2004
6 dollars. [Amendment No. 3]
7
- 8 (g) The amount of the bond or letter of credit account shall increase annually by the
9 percentage increase in the Index.
10
- 11 (h) The Certificate Holder shall not revoke or reduce the bond or letter of credit
12 before retirement of the facility without approval by the Council.
13
- 14 (6) The Certificate Holder shall describe in the annual report submitted to the Council,
15 pursuant to OAR 345-026-0080, the status of the retirement fund or other instrument to
16 ensure it has adequate funds to restore the site.
17
- 18 (7) Before beginning construction of the energy facility, the Certificate Holder shall prepare
19 and submit to the Department a materials management and monitoring plan that
20 addresses the handling of hazardous substances, the measures it will implement to
21 prevent site contamination, and how it will document implementation of the plan during
22 construction. The materials management and monitoring plan shall be subject to
23 approval by the Department. For the purpose of this condition and Conditions D.3(8),
24 D.3(10), D.3(11), and D.3(12) below, the terms "release" and "hazardous substances"
25 shall have the meanings set forth at ORS 465.200.
26
- 27 (8) Before beginning operation of the energy facility, the Certificate Holder shall prepare and
28 submit to the Department a materials management and monitoring plan that addresses the
29 handling of hazardous substances, the measures it will implement to prevent site
30 contamination, and how it will document implementation of the plan during operation.
31 The materials management and monitoring plan shall be subject to approval by the
32 Department.
33
- 34 (9) Not later than 10 years after the date of commercial operation of Phase 1 of the energy
35 facility, and each 10 years thereafter during the life of the energy facility, the Certificate
36 Holder shall complete an independent Phase I Environmental Site Assessment of the
37 energy facility site. Within 30 days after its completion, the Certificate Holder shall
38 deliver the Phase I Environmental Site Assessment report to the Department.
39 [Amendment No. 1]
40
- 41 (10) In the event that any Phase I Environmental Site Assessment identifies improper handling
42 or storage of hazardous substances or improper record keeping procedures, the Certificate
43 Holder shall correct such deficiencies within six months after completion of the
44 corresponding Phase I Environmental Site Assessment. It shall promptly report its

corrective actions to the Department. The Council shall determine whether the corrective actions are sufficient.

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

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

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

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

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

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

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

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

- 1 (b) Upon the Council's approval of the final retirement plan prepared pursuant to
2 subsection (a), the Council may draw on the bond or letter of credit described in
3 Condition D.3(5) and shall use the funds to restore the site to a useful, non-
4 hazardous condition according to the final retirement plan, in addition to any
5 penalties the Council may impose under OAR Chapter 345, Division 29.
6
7 (c) If the amount of the bond or letter of credit is insufficient to pay the actual cost of
8 retirement, the Certificate Holder shall pay any additional cost necessary to
9 restore the site to a useful, non-hazardous condition.
10
11 (d) After completion of site restoration, the Council shall issue an order to terminate
12 the Site Certificate if the Council finds that the facility has been retired according
13 to the approved final retirement plan.
14

15 **D.4. LAND USE**
16

- 17 (1) Before beginning construction of the energy facility, the Certificate Holder shall submit a
18 landscaping plan for the energy facility to Columbia County as part of its building permit
19 application for the energy facility. The landscaping plan shall be subject to County
20 approval, provided that the plan is consistent with this Site Certificate and the Final
21 Order. The Certificate Holder shall implement the landscaping plan.
22
23 (2) Before beginning construction of the energy facility, the Certificate Holder shall submit a
24 site plan to Columbia County as part of its building permit application.
25
26 (3) Before beginning construction of the energy facility, the Certificate Holder shall submit
27 to Columbia County as part of its building permit application for the energy facility a
28 final parking lot plan that complies with Section 1400 of the Columbia County Zoning
29 Ordinance. The parking plan shall be consistent with this Site Certificate and Attachment
30 D of the Final Order. The Certificate Holder shall implement the parking lot plan.
31
32 (4) Before beginning construction of the energy facility or the Port Westward to BPA Allston
33 Substation Transmission Line, as appropriate, the Certificate Holder shall apply for and
34 obtain all appropriate land use permits from Columbia County and the City of Rainier.
35
36 (5) Before beginning construction of the energy facility, the Certificate Holder shall enter
37 into a written contract with Columbia County that recognizes the rights of land owners
38 who are adjacent to and nearby the corridor for the transmission line from the BPA
39 Allston Substation to the Trojan Nuclear Plant where it crosses PF-76 and FA-19 zones to
40 conduct forest operations consistent with the Forest Practices Act and Rules for uses
41 authorized in OAR 660-006-0025, subsections (4)(e), (m), (s), (t), and (w).
42

1 **D.5. STRUCTURAL STANDARD**

- 2
- 3 (1) The Certificate Holder shall design, engineer and construct the facility to avoid dangers
- 4 to human safety presented by seismic hazards affecting the site that are expected to result
- 5 from all maximum probable seismic events. In no event shall the recommended seismic
- 6 design parameters be any less than those prescribed by the Oregon Uniform Building
- 7 Code. As used in this condition, "seismic hazard" includes ground shaking, landslide,
- 8 liquefaction, lateral spreading, tsunami inundation, fault displacement, and subsidence.
- 9
- 10 (2) If the Certificate Holder does not have subsurface information for design of the
- 11 transmission lines that is acceptable to the Department and the Oregon Department of
- 12 Geology and Mineral Industries ("DOGAMI"), then the Certificate Holder shall drill
- 13 exploratory borings at critical locations during final design of the proposed transmission
- 14 lines.
- 15
- 16 (3) Before beginning construction of the facility, the Certificate Holder shall provide the
- 17 Department and DOGAMI with a report containing results of geotechnical investigations
- 18 and recommendations for the design of the energy facility, transmission lines and other
- 19 related or supporting facilities.
- 20
- 21 (a) The Certificate Holder shall prepare the report consistent with the study designs
- 22 detailed in the Section D.5 of the Final Order and Section H.3 of the Application
- 23 for a Site Certificate ("ASC").
- 24
- 25 (b) If DOGAMI is not able to review the reports, the Department shall arrange, in
- 26 consultation with DOGAMI, for an independent review of the report by a
- 27 qualified registered geologist.
- 28
- 29 (c) If the Certificate Holder begins construction of the Port Westward to BPA Allston
- 30 Substation Transmission Line before beginning construction of other parts of the
- 31 facility, Condition D.5(3) shall apply only to the Port Westward to BPA Allston
- 32 Substation Transmission Line as long as it is the only part of the facility under
- 33 construction.
- 34
- 35 (4) In addition to, or concurrent with Condition D.5(3), before beginning construction within
- 36 the City of Rainier's Watershed zone, the Certificate Holder shall submit to the City of
- 37 Rainier, the Department and DOGAMI a geotechnical report prepared by a registered
- 38 engineer establishing that it can safely accomplish any construction in a known slide
- 39 hazard area, flood hazard area, or drainage way, or on slopes exceeding 20 percent in that
- 40 zone.
- 41
- 42 (5) If the geotechnical investigation reveals evidence that is not described in the ASC, the
- 43 Certificate Holder shall revise the facility design parameters to comply with appropriate
- 44 Uniform Building Code requirements.
- 45

- 1 (6) The Certificate Holder shall notify the Department, the State Building Codes Division
2 and DOGAMI promptly if site investigations or trenching reveals that subsurface
3 conditions differ significantly from those described in the ASC. After the Department
4 receives the notice, the Council may require the Certificate Holder to consult with
5 DOGAMI and the Building Codes Division and to propose mitigation actions.
6
- 7 (7) The Certificate Holder shall notify the Department, the Building Codes Division and
8 DOGAMI promptly if shear zones, artesian aquifers, deformations, or clastic dikes are
9 found at or in the vicinity of the facility site.
10
- 11 (8) The Certificate Holder shall design, engineer and construct the facility to avoid dangers
12 to human safety presented by non-seismic or aseismic hazards affecting the site. As used
13 in this condition, "non-seismic or aseismic hazards" includes settlement, landslides,
14 groundwater, flooding, and erosion.
15

16 **D.6. SOIL PROTECTION**
17

- 18 (1) Upon completion of construction in an area, the Certificate Holder shall use native seed
19 mixes to restore vegetation to the extent practicable and shall landscape portions of the
20 site disturbed by construction in a manner compatible with the surroundings and
21 proposed use. Conditions D.6(1) through D.6(6) shall apply to all soil disturbing
22 activities, including maintenance, repair, reconstruction, and retirement of facilities.
23 [Amendment No. 1]
24
- 25 (2) The Certificate Holder shall employ the following measures to control soil erosion and
26 sediment runoff by water and wind erosion:
27
- 28 (a) Avoid excavation and other soil disturbances beyond that necessary for
29 construction of the facility or confine equipment use to specific areas.
30
 - 31 (b) Remove vegetation only as necessary.
32
 - 33 (c) Apply water or mulch, as necessary, for wind erosion control during construction.
34
 - 35 (d) Revegetate those construction areas that will no longer be used.
36
 - 37 (e) Use temporary erosion and sediment control measures, such as sediment fences,
38 straw wattles, bio-filter bags, mulch, permanent and temporary seeding, sediment
39 traps and/or basins, rock check dams or gravel filter berms, and gravel
40 construction entrances, and maintain these features throughout construction and
41 restoration to reduce the potential for soil erosion and sediment runoff.
42
 - 43 (f) Protect soil stockpiles with mulch and plastic sheeting.
44

- 1 (3) If excessively wet conditions occur during construction, the Certificate Holder shall limit
2 construction activities during such periods to the degree practicable in areas susceptible
3 to soil compaction.
4
- 5 (4) After completing construction in an area, the Certificate Holder shall monitor the
6 construction area for a period of 12 months to evaluate whether construction-related
7 impacts to soils are being adequately addressed by the mitigation procedures described in
8 the Sediment Erosion and Control Plan. It shall submit its quality assurance measures to
9 the Department for approval before beginning monitoring.
10
- 11 (5) After completing construction in an area, the Certificate Holder shall use the results of the
12 monitoring program in Condition D.6(4) to identify remaining soil impacts associated
13 with construction that require mitigation. As necessary, the Certificate Holder shall
14 implement follow-up restoration measures to address those remaining impacts and shall
15 report in a timely manner to the Department what measures it has taken.
16
- 17 (6) The Certificate Holder shall remove trapped sediment when the capacity of the sediment
18 trap has been reduced by 50 percent and shall place such sediment in an upland area
19 certified by a qualified wetland specialist.
20
- 21 (7) The Certificate Holder shall contain all fuel and chemical storage in paved spill
22 containment areas with a curb.
23
- 24 (8) The Certificate Holder shall design all inside spill containment areas to hold at least
25 110 percent of the volume of liquids stored within them.
26
- 27 (9) The Certificate Holder shall design all spill containment areas located outdoors to hold at
28 least 110 percent of the volume of liquids stored within them, together with the volume of
29 precipitation that might accumulate during the 100-year return frequency storm.
30
- 31 (10) During operation, the Certificate Holder shall minimize drift from the cooling towers
32 through the use of high efficiency drift eliminators that allow no more than 0.002 percent
33 drift.
34

35 **D.7. PROTECTED AREAS**

36 [No Conditions]
37

38 **D.8. FISH AND WILDLIFE HABITAT**
39

- 40 (1) The Certificate Holder shall, to the extent practicable, avoid and, where avoidance is not
41 possible, minimize construction and operation disturbance to areas of native vegetation
42 and areas that provide important wildlife habitat. With respect to construction of the
43 facility, the Certificate Holder shall mitigate possible impacts to wildlife by measures
44 including, but not limited to, the following:
45

- 1 (a) Posting speed limit signs throughout the energy facility construction zone.
- 2
- 3 (b) Instructing construction personnel, including construction contractors and their
- 4 personnel, on sensitive wildlife of the area and on required precautions to avoid
- 5 injuring or destroying wildlife.
- 6
- 7 (c) Instructing construction personnel, including construction contractors and their
- 8 personnel, to watch out for wildlife while driving through the facility site, to
- 9 maintain reasonable driving speeds so as not to harass or strike wildlife
- 10 accidentally, and to be cautious and drive at slower speeds in a period from one
- 11 hour before sunset to one hour after sunrise when some wildlife species are the
- 12 most active.
- 13
- 14 (d) Requiring construction personnel, including construction contractors and their
- 15 personnel, to report any injured or dead wildlife detected at the facility site.
- 16
- 17 (2) The Certificate Holder shall construct, operate and retire the facility to minimize impacts
- 18 to vegetation and habitat.
- 19
- 20 (a) The energy facility shall be located within previously disturbed Habitat Category
- 21 6, non-native grassland Habitat Category 4, and palustrine emergent and
- 22 forested/scrub-shrub wetlands Habitat Category 3.
- 23
- 24 (b) The Certificate Holder shall limit Habitat Category 3 impacts to 0.43 acres of
- 25 permanent impact within palustrine emergent and forested/scrub-shrub wetlands.
- 26
- 27 (3) The Certificate Holder shall site transmission towers outside wetlands and waterways to
- 28 the greatest extent practicable. If the Certificate Holder must site transmission towers in
- 29 riparian zones or wetlands, the Certificate Holder shall use a monopole design for the
- 30 transmission towers to minimize ground impacts and vegetation control, except where it
- 31 would have to cross the existing BPA lines.
- 32
- 33 (4) The Certificate Holder shall prohibit construction and maintenance equipment from
- 34 entering perennial and intermittent streams, except as follows:
- 35
- 36 (a) Construction equipment may cross a stream if it is dry;
- 37
- 38 (b) Construction equipment may cross streams that are not dry by using temporary
- 39 structures to bridge the stream in a manner that minimizes disturbance to the bed,
- 40 banks and water of the stream;
- 41
- 42 (c) Construction equipment may cross a wet stream if the Certificate Holder notifies
- 43 the Division of State Lands, the Oregon Department of Fish and Wildlife
- 44 ("ODFW") and the Department of its intent to cross the stream prior to the
- 45 crossing and these agencies concur that the crossing is acceptable.

- 1
2 (A) The Certificate Holder shall return any stream bed or bank that it disturbs
3 during construction or maintenance to conditions that are comparable to
4 pre-disturbed conditions, including stabilizing the bed and banks and
5 revegetating the riparian area with appropriate plant species.
6
7 (B) The Certificate Holder shall construct wet stream crossings within the
8 ODFW-designated in-water work period.
9
10 (C) The Certificate Holder shall keep the wet stream crossing width to the
11 minimum needed.
12
13 (5) The Certificate Holder shall take advantage of existing roads to the extent practicable.
14
15 (6) Before beginning construction of the energy facility or beginning construction of the
16 transmission lines, and in the appropriate season, the Certificate Holder shall conduct
17 wildlife surveys within 0.25 miles of the site to locate great blue heron rookeries. Should
18 it locate rookeries, the Certificate Holder shall consult with ODFW and the Department
19 to determine the action necessary to avoid adverse impacts. If it cannot avoid impacts,
20 the Certificate Holder shall suspend construction in the affected areas during the critical
21 nesting period of the species, as determined by the Department in consultation with
22 ODFW.
23
24 (7) Should operation of the energy facility diminish the quality of nesting habitat for bald
25 eagles on Crims Island, the Certificate Holder shall mitigate that impact in order to
26 provide no net loss of habitat, plus a net benefit of habitat quality.
27
28 (a) The Certificate Holder shall mitigate to compensate for any loss in habitat quality
29 if, within three complete bald eagle breeding seasons after beginning commercial
30 operation of the energy facility, studies indicate that there has been a negative
31 impact to habitat quality at the bald eagle nest site.
32
33 (b) The Certificate Holder shall collect and provide accurate and timely information
34 to the Department and ODFW on the status (e.g., active or inactive; successful or
35 unsuccessful) of the bald eagle nest site throughout three complete bald eagle
36 breeding seasons after beginning commercial operation of the energy facility.
37
38 (c) The Certificate Holder shall consult with the Department and ODFW to develop a
39 standardized set of procedures for 1) monitoring the nest site, 2) ensuring that the
40 data collected are sufficient for assessing any impact to habitat quality, and 3)
41 ensuring that the data are reported in a timely manner.
42
43 (d) The Certificate Holder, in consultation with the Department and ODFW, shall use
44 the monitoring data to assess whether an impact to habitat quality has occurred.

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

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

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

(9) The Certificate Holder shall schedule construction at the existing raw water intake pump station to avoid the purple martin nesting season (April 1 through June 30). Before beginning construction at the existing raw water intake pump station, the Certificate Holder shall conduct a survey to determine the exact location of any purple martin nests. Should the Certificate Holder cause unavoidable impacts to occur to any purple martin nest, it shall construct, install and maintain an artificial nest site at a nearby location. It shall pick an appropriate location in consultation with ODFW and the Department.

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

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

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

- 1
- 2 (13) To mitigate for impacts to 19 acres of non-native grassland, the Certificate Holder shall
3 protect 19 acres of on-site emergent wetland habitat identified in the ASC by execution of
4 a conservation easement for the life of the energy facility. Before beginning construction
5 of Phase 1 of the energy facility, the Certificate Holder shall provide a copy of the
6 conservation easement or similar conveyance to the Department. [Amendment No. 1]
- 7 (14) The Certificate Holder shall restore temporary upland and wetland disturbance areas by
8 returning the areas to their original grade and seeding, with appropriate seed mixes as
9 recommended by ODFW and as shown in Table P-7 (ASC, Exhibit P, page P-34), and by
10 mulching the areas with straw. The Certificate Holder shall obtain ODFW and
11 Department concurrence before changing the proposed seed mix.
- 12 (15) The Certificate Holder shall not clear any more riparian vegetation than is necessary for
13 the permitted land use, including clearing required for safety purposes, during
14 construction or operation of the facility.
- 15 (16) During construction of the transmission line(s) and maintenance of the rights-of-way, the
16 Certificate Holder shall limit clearing of vegetation in riparian areas and wetlands to that
17 needed to prevent contact with the transmission line and to meet clearance standards for
18 safety and transmission line reliability, as provided in the appropriate sections of the
19 National Electrical Code. [Amendment No. 2]
- 20 (17) The Certificate Holder shall mitigate for impacts to riparian shrub and forest habitat that
21 result in canopy cover of less than 25 percent by revegetating these areas with appropriate
22 native woody species according to the Typical Revegetation Plan (ASC, Exhibit Q, page
23 Q-6.1).
- 24 (18) The Certificate Holder shall, as soon as practicable and appropriate after completing
25 construction in an area, implement the mitigation measures specified in Conditions
26 D.8(13), D.8(14) and D.8(17).
- 27 (19) The Certificate Holder shall monitor revegetated areas for a period of five years and shall
28 ensure that new vegetation has an 80 percent survival rate.
- 29 (20) The Certificate Holder shall monitor and control nuisance and invasive plant species
30 annually for a period of five years in areas where vegetation removal and/or revegetation
31 has occurred in (1) riparian areas and wetlands along the transmission line rights-of-way,
32 and (2) in areas temporarily disturbed by construction of the raw water, gas, and process
33 water discharge lines, in the temporary construction staging and laydown area northwest
34 of the energy facility site, and in the spoils disposal site. [Amendment No. 3]
- 35 (21) The Certificate Holder shall submit an annual monitoring report to ODFW and the
36 Department during the five-year monitoring period specified in Condition D.8(20).

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

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

11 (24) If revegetation is not successful at establishing appropriate plant cover and controlling
12 erosion, the Certificate Holder shall take remedial actions as the Department directs.
13

14 **D.9 THREATENED AND ENDANGERED SPECIES**
15

16 (1) Before beginning construction of the transmission line between the BPA Allston
17 Substation and the Trojan Nuclear Plant, the Certificate Holder shall direct qualified
18 personnel to conduct species ground surveys along the transmission line corridor and
19 within 150 feet on either side of the transmission line corridor at the appropriate time of
20 year to determine the presence of listed plant species. If listed plant species are identified
21 in the course of the species ground surveys, their presence shall be noted on maps, and
22 PGE shall provide copies of the maps to the Department and the Department of
23 Agriculture.
24

25 (2) During construction of the transmission lines, the Certificate Holder shall manipulate
26 construction equipment and site poles, towers and access roads to avoid impacts, except
27 as provided in Condition D.9(4), to known populations of state- or federally-listed plant
28 species.
29

30 (3) The Certificate Holder shall ensure that all maintenance practices along the transmission
31 line corridor minimize impacts to known populations of listed plant species.
32

33 (4) In the event the Certificate Holder determines that it cannot avoid known populations of
34 listed plant species, the Certificate Holder shall engage qualified personnel to determine
35 whether the proposed action has the potential to reduce appreciably the likelihood of the
36 survival or recovery of the listed species, notify the Department of its findings, and obtain
37 approval from the Oregon Department of Agriculture before proceeding with
38 construction activities that affect the listed plant species. (OAR 603-073-0090).
39

40 (5) Before beginning construction of the transmission line, the Certificate Holder shall
41 employ measures to protect raptors in the design and construction of transmission lines.
42 It shall design all energized transmission conductors with either a minimum separation of

1 nine feet or other measures to reduce the potential for electrocution of raptors or other
2 birds.

3
4 (6) The Certificate Holder shall not conduct construction activities at the transmission line
5 terminus at the Trojan Nuclear Plant that generate extreme noise or high levels of visual
6 disturbance during the peregrine falcon critical nesting period from January 1 to June 30.
7 Such activities include pile driving, excavation, and grading for ground stabilization
8 purposes and site preparation. Construction activities involving lower levels of visible
9 activity and less noise are allowed throughout the year. These include such activities as
10 excavating and setting forms, pouring footings, erecting power line towers and bus duct,
11 hanging conductor wires, installing control wires, and testing.
12

13 (a) Prior to beginning construction at the terminus site, the Certificate Holder shall
14 provide the Department and ODFW with a final construction schedule that lists
15 various construction activities, and time periods when specific work will be
16 conducted. The schedule shall include information on the types of heavy
17 construction equipment that will be used and the approximate number of workers
18 and shall demonstrate that the construction activities are consistent with the
19 limitations of this condition. The Certificate Holder shall provide scheduling
20 updates as necessary to alert the Department and ODFW ahead of time of any
21 proposed changes in the work schedule should the changes occur during the
22 critical nesting period.
23

24 (b) The Certificate Holder shall monitor peregrine falcon activity at the transmission
25 line terminus at the Trojan Nuclear Plant between January 1 to June 30 of
26 construction years. Before beginning construction at the transmission line
27 terminus at the Trojan Nuclear Plant, the Certificate Holder shall coordinate with
28 ODFW and the Department and shall consequently prepare a peregrine falcon
29 contingency plan. This contingency plan shall address actions that the Certificate
30 Holder would undertake in the event that the Department and ODFW determine
31 that monitoring shows the peregrine falcon pair's nesting activities are negatively
32 affected by the transmission line construction activities.
33

34 (c) The Certificate Holder shall not proceed with construction activity at the
35 transmission line terminus at the Trojan Nuclear Plant during the peregrine falcon
36 critical nesting period from January 1 to June 30 to the extent that ODFW or the
37 Department determines that the activity is not consistent with the limitations of
38 this condition. [Amendment No. 3]
39

40 (7) The Certificate Holder shall plant suitable vegetative species for deer forage and cover
41 within the wetland mitigation/enhancement area.
42

43 (8) The Certificate Holder shall coordinate with ODFW about whether to conduct site-
44 specific fish sampling at waterways that do not have confirmation of species presence or
45 absence along the transmission line corridor. If ODFW recommends that the Certificate

1 Holder conduct site-specific sampling, the Certificate Holder shall do so and report the
2 results to ODFW and the Department.

- 3
4 (9) The Certificate Holder shall not undertake construction at the energy facility site during
5 the bald eagle nesting season unless it obtains a final Biological Opinion and Incidental
6 Take Statement issued by the U.S. Fish and Wildlife Service that addresses potential
7 impacts to the bald eagle nest site on the northwest tip (downstream end) of Crims Island.

8
9 (a) The Certificate Holder shall construct and operate the energy facility consistent
10 with the final Biological Opinion and Incidental Take Statement issued by the
11 U.S. Fish and Wildlife Service.

12
13 (b) If the requirements of the Biological Opinion and Incidental Take Statement
14 conflict with any conditions imposed in this Site Certificate, the Certificate
15 Holder shall consult with the Department and ODFW to resolve the conflicts prior
16 to taking any action in reliance on the Biological Opinion and Incidental Take
17 Statement. [Amendment No. 3]
18

19 **D.10. SCENIC AND AESTHETIC VALUES**

20
21 (1) During construction of the facility, the Certificate Holder shall ensure that contractors
22 move equipment out of the construction area when it is no longer expected to be used.
23 To the extent practical, contractors shall lower equipment with long arms, such as cranes,
24 bucket trucks, backhoes, when not in use in order to minimize visibility.

25
26 (2) During construction of the facility, the Certificate Holder shall control dust through the
27 application of water.

28
29 (3) During construction of the energy facility, the Certificate Holder shall use directing and
30 shielding devices on lights to minimize off-site glare. When there is no nighttime
31 construction activity, the Certificate Holder shall minimize night lighting consistent with
32 safety and security requirements.

33
34 (4) During operation of the energy facility, the Certificate Holder shall use directing and
35 shielding devices on lights to minimize off-site glare, consistent with safety and security
36 requirements.

37
38 (5) Before beginning construction of the energy facility, the Certificate Holder shall submit
39 to Columbia County and the Department an outdoor lighting plan that shows how it will
40 minimize glare from the energy facility site, consistent with Conditions D.10(3) and
41 D.10(4).

42
43 (6) The Certificate Holder shall paint structures with low-glare paint in colors selected to
44 complement the surrounding foreground and background colors.
45

- 1 (7) After completion of construction of related and supporting pipelines in an area, the
2 Certificate Holder shall re-vegetate any undeveloped areas disturbed by construction
3 activities using native species, including grasses, shrubs, and trees. If necessary, the
4 Certificate Holder shall water re-vegetated areas on a regular basis until the plant species
5 have been successfully established.
6

7 **D.11. HISTORIC, CULTURAL AND ARCHAEOLOGICAL RESOURCES**
8

- 9 (1) Before beginning construction of the Port Westward to BPA Allston Substation
10 Transmission Line or the BPA Allston Substation to Trojan Transmission Line, the
11 Certificate Holder shall complete an archaeological survey of the approved transmission
12 line corridors in consultation with the Oregon Historic Preservation Office ("SHPO"), the
13 Confederated Tribes of the Warm Springs Indian Reservation of Oregon, the
14 Confederated Tribes of the Grand Ronde Community of Oregon, the Confederated Tribes
15 of the Siletz Indian Reservation of Oregon, the Chinook Tribe in Washington, and
16 appropriate federal agencies. The Certificate Holder shall ensure that a qualified
17 archaeologist evaluates all cultural resources identified during the cultural resources
18 survey. The Certificate Holder shall report to SHPO and the Department about whether
19 its archaeologist recommends that a discovery is significant or not significant. If SHPO
20 determines that a discovery is significant, the Certificate Holder shall make
21 recommendations to the Council for mitigation in consultation with SHPO, the
22 Department, the tribes, and other appropriate parties. Mitigation measures shall include
23 avoidance or data recovery. [Amendment No. 1]
24
- 25 (2) During construction of the facility, the Certificate Holder shall ensure that a qualified
26 person instructs construction personnel in the identification of cultural materials.
27
- 28 (3) During construction of the facility, in the event any artifacts or other cultural materials
29 are identified, the Certificate Holder shall cease all ground-disturbing activities until a
30 qualified archaeologist can evaluate the significance of the find. The Certificate Holder
31 shall report to SHPO and the Department about whether its archaeologist recommends
32 the artifacts or cultural materials are significant or not significant. If SHPO determines
33 that the materials are significant, the Certificate Holder shall make recommendations to
34 the Council for mitigation in consultation with SHPO, the Department, the tribes, and
35 other appropriate parties. Mitigation measures shall include avoidance or data recovery.
36 The Certificate Holder shall not restart work in the affected area until it has demonstrated
37 to the Department that it has complied with the archaeological permit requirements
38 administered by SHPO. [Amendment No. 1]
39
- 40 (4) The Certificate Holder shall allow monitoring by the Confederated Tribes of the Warm
41 Springs Indian Reservation of Oregon, the Confederated Tribes of the Grand Ronde
42 Community of Oregon, the Confederated Tribes of the Siletz Indian Reservation of
43 Oregon, and the Chinook Tribe in Washington of earth-moving activities within any
44 areas with a potential for containing archaeological remains.
45

- 1 (5) Before beginning construction of the facility or of the Port Westward to BPA Allston
2 Substation Transmission Line separately, the Certificate Holder shall notify the
3 Confederated Tribes of the Warm Springs Indian Reservation of Oregon, the
4 Confederated Tribes of the Grand Ronde Community of Oregon, the Confederated Tribes
5 of the Siletz Indian Reservation of Oregon, and the Chinook Tribe in Washington and
6 provide their representatives the opportunity to be available for periodic on-site
7 monitoring during construction activities. If the Certificate Holder constructs the energy
8 facility in phases, the Certificate Holder shall notify the Tribes prior to construction of
9 each phase. [Amendment No. 1]

10
11 **D.12. RECREATION**

12 [No Conditions]

13
14 **D.13. PUBLIC SERVICES**

- 15
16 (1) During construction, the Certificate Holder shall hire a contractor to provide chemical
17 toilet services or other appropriate facilities for construction personnel.
18
19 (2) The Certificate Holder shall pay to Columbia County or its designee the appropriate
20 Transportation Improvement Contribution ("TIC") set forth in Section 2.1 of the
21 Agreement between Columbia County and Portland General Electric Company dated
22 June 5, 2002 ("Agreement").
23
24 (3) The Certificate Holder shall not agree to amend the Agreement with Columbia County to
25 reduce, revoke or waive the requirement for payment of the appropriate TIC without prior
26 approval of the Council; however, such approval by the Council shall not require an
27 amendment to the Site Certificate.
28
29 (4) Before beginning construction of the energy facility, the Certificate Holder shall
30 coordinate with Columbia County the improvement and maintenance of signage and
31 striping at the mainline rail crossing on Kallunki Road, including the installation of "Do
32 NOT STOP ON TRACKS" signs.
33
34 (5) If construction of the energy facility occurs concurrently with construction of other
35 projects in the Port Westward Industrial Area, the Certificate Holder shall coordinate
36 with other users of the Port Westward Industrial Area to provide a carpooling program
37 that identifies and/or creates park-and-ride locations to facilitate carpooling.
38
39 (6) If construction of the energy facility occurs concurrently with construction of other
40 projects in the Port Westward Industrial Area, the Certificate Holder shall coordinate
41 with Columbia County and other users of the Port Westward Industrial Area on the
42 implementation of a staggered shift schedule if Columbia County determines that traffic
43 conditions warrant it.
44

- 1 (7) During construction of the energy facility, the Certificate Holder shall use barge and
2 railroad deliveries of bulk materials to the extent practicable to minimize the number of
3 freight truck deliveries on local roads.
4
- 5 (8) The Certificate Holder shall construct a fire protection system within the buildings and
6 yard areas of the energy facility site that meets the requirements of the Uniform Fire
7 Code, as amended by Oregon and the National Fire Protection Association standards, and
8 all other applicable fire protection standards in effect at the time of construction.
9
- 10 (9) The Certificate Holder shall provide a dedicated reserve capacity of 180,000 gallons in
11 the raw water storage tank to serve as the fire suppression water source.
12
- 13 (10) For fire truck access, the minimum inside turning radius of curves in the road system on
14 the energy facility site shall be 40 feet.
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 recycling
21 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 recycling
26 firm specializing in the proper disposal of such materials.
27
- 28 (3) Upon completion of construction, the Certificate Holder shall dispose of all temporary
29 structures not required for facility operation and all timber, brush, refuse, and flammable
30 or combustible material resulting from clearing of land and construction of the facility.
31
- 32 (4) During operation of the energy facility, the Certificate Holder shall convey all storm
33 water and water discharges other than sanitary sewage to pervious areas to allow for
34 percolation into the shallow groundwater.
35
- 36 (5) During operation of the energy facility, the Certificate Holder shall use internal recycling
37 of aqueous streams whereby water shall be recycled several times in the cooling system
38 before being discharged.
39

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

- 42 (1) Before beginning construction of the energy facility, the Certificate Holder shall submit
43 to The Climate Trust a bond or letter of credit in the amount of the monetary path
44 payment requirement (in 2002 dollars) as determined by the calculations set forth in
45 Condition D.15(3) and based on the estimated heat rates and capacities certified pursuant

1 to Condition D.15(4) and as adjusted in accordance with the terms of this Site Certificate
2 pursuant to Condition D.15(3)(c). For the purposes of this Site Certificate, the "monetary
3 path payment requirement" means the offset funds determined pursuant to OAR 345-024-
4 0550 and -0560 and the selection and contracting funds that the Certificate Holder must
5 disburse to The Climate Trust, as the qualified organization, pursuant to OAR 345-024-
6 0710 and this Site Certificate. The offset fund rate for the monetary path payment
7 requirement shall be \$0.85 per ton of carbon dioxide (in 2002 dollars). The calculation of
8 2002 dollars shall be made using the Index set forth in Condition D.3(5) and as required
9 below in subsection (g). [Amendment No. 1]

- 10
- 11 (a) The form of the bond or letter of credit and identity of the issuer shall be subject
12 to approval by the Council.
- 13
- 14 (b) The form of the Memorandum of Understanding "MOU" between the Certificate
15 Holder and the Climate Trust establishing the disbursement mechanism to transfer
16 selection and contracting funds and offset funds to The Climate Trust shall be
17 substantially in the form of Attachment A to this Site Certificate.
- 18
- 19 (c) Either the Certificate Holder or The Climate Trust may submit to the Council for
20 the Council's resolution any dispute between the Certificate Holder and The
21 Climate Trust that concerns the terms of the bond, letter of credit, or MOU
22 concerning the disbursement mechanism for the monetary path payments, or any
23 other issues related to the monetary path payment requirement. The Council's
24 decision shall be binding on all parties.
- 25
- 26 (d) The bond or letter of credit shall remain in effect until such time as the Certificate
27 Holder has disbursed the full amount of the monetary path payment requirement
28 to The Climate Trust. The Certificate Holder may reduce the amount of the bond
29 or letter of credit commensurate with payments it makes to The Climate Trust.
30 The bond or letter of credit shall not be subject to revocation before disbursement
31 of the full monetary path payment requirement.
- 32
- 33 (e) In the event that the Council approves a new Certificate Holder for the energy
34 facility:
- 35
- 36 (A) The new Certificate Holder shall submit to the Council for the Council's
37 approval the form of a bond or letter of credit that provides comparable
38 security to the bond or letter of credit of the current Certificate Holder.
39 The Council's approval of a new bond or letter of credit shall not require a
40 site certificate amendment.
- 41
- 42 (B) The new Certificate Holder shall submit to the Council for the Council's
43 approval the form of an MOU between the new Certificate Holder and The
44 Climate Trust that is substantially in the form of Attachment A to this Site
45 Certificate. In the case of a dispute between the new Certificate Holder

1 and The Climate Trust concerning the disbursement mechanism for
2 monetary path payments or any other issues related to the monetary path
3 payment requirement, either party may submit the dispute to the Council
4 for the Council's resolution as provided in Condition D.15(1)(c). Council
5 approval of a new MOU shall not require a site certificate amendment.
6

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

14 (g) The amount of the bond or letter of credit shall increase annually by the
15 percentage increase in the Index, and the disbursement of funds shall be pro-rated
16 within the year to the date of disbursement to The Climate Trust from the calendar
17 quarter of Council approval of the Site Certificate.
18

19 (2) The Certificate Holder shall disburse to The Climate Trust offset funds and selection and
20 contracting funds as requested by The Climate Trust. The Certificate Holder shall make
21 disbursements in response to requests from The Climate Trust in accordance with
22 subsections (a), (b), and (c).
23

24 (a) The Certificate Holder shall disburse all selection and contracting funds to The
25 Climate Trust before beginning construction.
26

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

35 (c) The Climate Trust may request disbursement of offset funds by providing notice
36 to the issuer of the bond or letter of credit that The Climate Trust has executed a
37 letter of intent to acquire an offset project. The Certificate Holder shall provide
38 that the issuer of the bond or letter of credit disburse offset funds to The Climate
39 Trust within three business days of a request by The Climate Trust for the offset
40 funds in accordance with the terms of the bond or letter of credit.
41

42 (3) The Certificate Holder shall submit all monetary path payment requirement calculations
43 to the Department for verification in a timely manner before submitting a bond or letter
44 of credit for Council approval and before entering into an MOU with The Climate Trust.
45 The Certificate Holder shall use the contracted design parameters for capacities and heat

1 rates that it reports pursuant to Condition D.15(4) to calculate the estimated monetary
2 path payment requirement, along with the estimated annual hours of operation of power
3 augmentation technologies. The Certificate Holder shall use the Year One Capacities and
4 Year One Heat Rates that it reports for the facility pursuant to Condition D.15(5) to
5 calculate whether it owes additional monetary path payments.
6

7 (a) The net carbon dioxide emissions rate for the base load gas plant shall not exceed
8 0.675 pounds of carbon dioxide per kilowatt-hour of net electric power output,
9 with carbon dioxide emissions and net electric power output measured on a new
10 and clean basis, as defined in OAR 345-001-0010.
11

12 (b) The net carbon dioxide emissions rate for incremental emissions for the facility
13 operating with power augmentation technologies that increase the capacity and
14 heat rate of the facility above the capacity and heat rate that it can achieve as a
15 base load gas plant on a new and clean basis ("power augmentation
16 technologies") shall not exceed 0.675 pounds of carbon dioxide per kilowatt-hour
17 of net electric power output, with carbon dioxide emissions and net electric power
18 output measured on a new and clean basis, as the Department may modify such
19 basis pursuant to Condition D.15(4)(d).
20

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

29 (A) The Certificate Holder shall make the appropriate calculations and fully
30 disburse any increased funds directly to The Climate Trust within 30 days
31 of filing the Year One Test reports.
32

33 (B) In no case shall the Certificate Holder diminish the bond or letter of credit
34 it provided before beginning construction or receive a refund from The
35 Climate Trust based on the calculations made using the Year One
36 Capacities and the Year One Heat Rates.
37

38 (4) The Certificate Holder shall include an affidavit certifying the heat rates and capacities
39 reported in subsections (a) and (b).
40

41 (a) Before beginning construction of the energy facility, the Certificate Holder shall
42 notify the Council in writing of its final selection of a gas turbine vendor and heat
43 recovery steam generator vendor and shall submit written design information to
44 the Council sufficient to verify the base-load gas plant's designed new and clean

1 heat rate (higher heating value) and its net power output at the average annual site
2 condition.

3
4 (b) Before beginning construction of the energy facility, the Certificate Holder shall
5 submit written design information to the Council sufficient to verify the facility's
6 designed new and clean heat rate and its net power output at the average annual
7 site condition when operating with power augmentation technologies.

8
9 (c) Before beginning construction of the energy facility, the Certificate Holder shall
10 specify the estimated annual average hours that it expects to operate the power
11 augmentation technologies.

12
13 (d) Upon a timely request by the Certificate Holder, the Department may approve
14 modified parameters for testing the power augmentation technologies on a new
15 and clean basis, pursuant to OAR 345-024-0590(1). The Department's approval
16 of modified testing parameters for power augmentation technologies shall not
17 require a site certificate amendment.

18
19 (5) Within the first 12 months of commercial operation of the energy facility, the Certificate
20 Holder shall conduct a 100-hour test at full power without power augmentation
21 technologies ("Year One Test-1") and a test at full power with power augmentation
22 technologies ("Year One Test-2"). A 100-hour test performed for purposes of the
23 Certificate Holder's commercial acceptance of the facility shall suffice to satisfy this
24 condition in lieu of testing after beginning commercial operation.

25
26 (a) Year One Test-1 shall determine the actual heat rate ("Year One Heat Rate-1")
27 and the net electric power output ("Year One Capacity-1") on a new and clean
28 basis, without degradation, with the results adjusted for the average annual site
29 condition for temperature, barometric pressure, and relative humidity, and using a
30 rate of 117 pounds of carbon dioxide per million Btu of natural gas fuel pursuant
31 to OAR 345-001-0010(35).

32
33 (b) Year One Test-2 shall determine the actual heat rate ("Year One Heat Rate-2")
34 and net electric power output ("Year One Capacity-2") for the facility operating
35 with power augmentation technologies, without degradation, with the results
36 adjusted for the average annual site condition for temperature, barometric
37 pressure and relative humidity, and using a rate of 117 pounds of carbon dioxide
38 per million Btu of natural gas fuel pursuant to OAR 345-001-0010(35). The full
39 power test shall be 100 hours duration unless the Department has approved a
40 different duration pursuant to Condition (4)(d).

41
42 (c) The Certificate Holder shall notify the Department at least 60 days before
43 conducting the tests required in subsections (a) and (b) unless a shorter time is
44 mutually agreed upon.

- 1 (d) Before conducting the tests required in subsections (a) and (b), the Certificate
2 Holder shall, in a timely manner, provide to the Department a copy of the protocol
3 for conducting the tests.
4
- 5 (e) Within two months after completing the Year One Tests, the Certificate Holder
6 shall provide to the Council a report of the results of the Year One Tests.
7
- 8 (6) If calculations pursuant to Condition D.15(7) demonstrate that the Certificate Holder
9 must supplement its monetary path payments ("supplemental monetary path payment
10 requirement"), the Certificate Holder shall provide a bond or letter of credit sufficient to
11 meet the supplemental monetary path payment requirement within the time required by
12 Condition D.15(7)(b). The bond or letter of credit shall not be subject to revocation
13 before disbursement of the supplemental monetary path payment requirement.
14 Alternately, the Certificate Holder may disburse in cash any such supplemental monetary
15 path payments directly to The Climate Trust within the time required by
16 Condition D.15(7).
17
- 18 (7) The Certificate Holder shall submit all supplemental monetary path payment requirement
19 calculations to the Department for verification. The Certificate Holder shall use the Year
20 One Capacity-2 and Year One Heat Rate-2 that it reports for the facility pursuant to
21 Condition D.15(5)(b) to calculate whether it owes supplemental monetary path payments,
22 pursuant to subsections (a) and (b).
23
- 24 (a) Each five years after beginning commercial operation of the energy facility
25 ("five-year reporting period"), the Certificate Holder shall report to the
26 Department the annual average hours the facility operated with power
27 augmentation technologies during that five-year reporting period, pursuant to
28 OAR 345-024-0590(6). The Certificate Holder shall submit five-year reports to
29 the Department within 30 days of the anniversary date of beginning commercial
30 operation of the energy facility.
31
- 32 (b) If the Department determines that the energy facility exceeds the projected net
33 total carbon dioxide emissions calculated pursuant to Conditions D.15(4) and
34 D.15(5), prorated for five years, during any five-year reporting period described
35 in subsection (a), the Certificate Holder shall offset excess emissions for the
36 specific reporting period according to subsection (A) and shall offset the
37 estimated future excess emissions according to subsection (B), pursuant to OAR
38 345-024-0600(4). The Certificate Holder shall offset excess emissions using the
39 monetary path as described in OAR 345-024-0710, except that contracting and
40 selecting funds shall equal twenty (20) percent of the value of any offset funds up
41 to the first \$250,000 (in 2002 dollars) and 4.286 percent of the value of any offset
42 funds in excess of \$250,000 (in 2002 dollars). The Certificate Holder shall
43 disburse the funds to The Climate Trust within 30 days after notification by the
44 Department of the amount that the Certificate Holder owes.
45

- (A) In determining the excess carbon dioxide emissions that the Certificate Holder must offset for a five-year period, the Department shall apply OAR 345-024-0600(4)(a). The Certificate Holder shall pay for the excess emissions at \$0.85 per ton of carbon dioxide emissions (in 2002 dollars). The Department shall notify the Certificate Holder and The Climate Trust of the amount of payment required, using the monetary path, to offset excess emissions.
- (B) The Department shall calculate estimated future excess emissions and notify the Certificate Holder of the amount of payment required, using the monetary path, to offset them. To estimate excess emissions for the remaining period of the deemed 30-year life of the facility, the Department shall use the parameters specified in OAR 345-024-0600(4)(b). The Certificate Holder shall pay for the estimated excess emissions at \$ 0.85 per ton of carbon dioxide (in 2002 dollars). The Department shall notify the Certificate Holder of the amount of payment required, using the monetary path, to offset future excess emissions.
- (8) The combustion turbine for the base-load gas plant and power augmentation technologies shall be fueled solely with pipeline quality natural gas or with synthetic gas with a carbon content per million Btu no greater than pipeline-quality natural gas.
- (9) With respect to incremental capacity and fuel consumption increases for which the Certificate Holder has not previously complied with the carbon dioxide standard, the Certificate Holder shall comply substantially with Conditions D.15(1) through D.15(8) in lieu of the Council's requiring an amendment, provided that:
- (a) The Council determines, pursuant OAR 345-027-0050, that the Certificate Holder does not otherwise require an amendment, and further provided that:
- (b) The Certificate Holder shall meet the appropriate carbon dioxide emissions standard and monetary offset rate in effect at the time the Council makes its determination pursuant to OAR 345-027-0050.
- (10) Notwithstanding Conditions D.15(1) through d.15(9), if the Certificate Holder begins construction of the Port Westward to BPA Allston Substation Transmission Line, but no other part of the energy facility or other related or supporting facilities, the Certificate Holder shall not be required to comply with Conditions D.15(1) through D.15(9). The Certificate Holder shall comply with Conditions D.15(1) through D.15(9) in connection with construction of any part of the energy facility or related or supporting facilities other than the Port Westward to BPA Allston Substation Transmission Line.
- (11) If the Certificate Holder begins construction of Phase 1, but not Phase 2, the Certificate Holder shall comply with Conditions D.15(1) through D.15(9) for Phase 1. If the

Certificate Holder later begins construction of Phase 2, the Certificate Holder shall comply with Conditions D.15(1) through D.15(9) for Phase 2. [Amendment No. 1]

E. OTHER APPLICABLE REGULATORY REQUIREMENTS

E.1. REQUIREMENTS UNDER COUNCIL JURISDICTION

E.1.a. Noise

- (1) During construction of the facility, the Certificate Holder shall schedule most heavy construction to occur during daylight hours. Construction work at night shall be limited to work inside buildings and other structures when possible.
- (2) During construction of the facility, the Certificate Holder shall require contractors to equip all combustion engine-powered equipment with exhaust mufflers.
- (3) During construction of the energy facility, transmission lines or other related or supporting facilities, the Certificate Holder shall establish a complaint response system at the construction manager's office to address noise complaints.
- (4) Within six months after the start of commercial operation of the energy facility, the Certificate Holder shall retain a qualified noise specialist to measure noise levels associated with the energy facility operation when environmental conditions are expected to result in maximum sound propagation between the source and the receivers and when the energy facility is operating in a typical operations mode that produces maximum noise levels.
 - (a) The specialist shall measure noise levels at sites (1), (2), (5), and (6), as described in Exhibit X of the ASC, to determine if actual noise levels are within the levels specified in the applicable noise regulations in OAR 345-035-0035(1)(b)(B)(i).
 - (b) The Certificate Holder shall report the results of the noise evaluation to the Department.
 - (c) If actual noise levels do not comply with applicable DEQ regulations, the Certificate Holder shall take those actions necessary to comply with the regulations as soon as practicable.
 - (d) If initial measurements show that actual noise levels increase at site (5) by 7 dBA or more, the Certificate Holder shall measure the noise levels as specified in this condition and shall repeat the process outlined in subsections (a), (b), and (c) for site (5) within six months after completion of the initial measurements.
- (5) The Certificate Holder shall install silencers on short duration noise sources (e.g. steam vents) from the heat recovery steam generator.

1
2 **E.1.b. Wetlands and Removal/Fill Permit**
3

- 4 (1) Before beginning construction of Phase 1 of the energy facility or the Port Westward to
5 BPA Allston Substation Transmission Line, as appropriate, the Certificate Holder shall
6 obtain a U.S. Army Corps of Engineers and Oregon Division of State Lands Joint
7 Removal/Fill Permit substantially in the form of the Removal/Fill Permit in
8 Attachment C; provided, that mitigation required under the Removal/Fill Permit shall
9 allow for accommodation of Corps of Engineers mitigation requirements, subject to the
10 concurrence of the Department, in consultation with the Division of State Lands and
11 affected federal agencies. [Amendment No. 1]
12
- 13 (2) The Certificate Holder shall comply with state laws and rules applicable to the
14 Removal/Fill Permit that are adopted in the future to the extent that such compliance is
15 required under the respective statutes and rules.
16
- 17 (3) The Certificate Holder shall clearly stake the wetland boundary adjacent to the spoils
18 disposal area and the wetland number 4 boundary adjacent to the construction
19 laydown/staging areas in the vicinity of the energy facility prior to any ground disturbing
20 activity in the spoils disposal area or in the construction laydown/staging areas in the
21 vicinity of the energy facility, and shall maintain the staking until all ground-disturbing
22 activities in the spoils disposal area and in the construction laydown/staging areas in the
23 vicinity of the energy facility have been completed. The Certificate Holder shall instruct
24 all contractors disposing of soil in the spoils disposal area and using the construction
25 laydown/staging areas in the vicinity of the energy facility about the purpose of the
26 staking and shall require them to avoid any impact to the wetlands. [Amendment No. 3]
27

28 **E.1.c. Public Health and Safety**
29

- 30 (1) If local public safety authorities notify the Certificate Holder and the Department that the
31 operation of the energy facility is contributing significantly to ground level fogging or
32 icing along public roads and is likely to pose a significant threat to public safety, the
33 Certificate Holder shall cooperate with local public safety authorities regarding the
34 posting of warning signs on affected roads and the implementation of other reasonable
35 safety measures.
36
- 37 (2) The Certificate Holder shall design the transmission lines and backup electricity lines so
38 that alternating current electric fields shall not exceed 9 kV per meter at one meter above
39 the ground surface in areas accessible to the public. [Amendment No. 1]
40
- 41 (3) The Certificate Holder shall design the transmission lines and backup electricity lines so
42 that induced currents and voltage resulting from the transmission lines are as low as
43 reasonably achievable. [Amendment No. 1]
44

- 1 (4) The Certificate Holder shall develop and implement a program that provides reasonable
2 assurance that all fences, gates, cattle guards, trailers, or other objects or structures of a
3 permanent nature that could become inadvertently charged with electricity are grounded
4 or bonded throughout the life of the transmission line.
5
- 6 (5) The Certificate Holder shall restore or mitigate the reception of radio and television at
7 residences and commercial establishments in the primary reception area to the level
8 present before operation of the transmission line at no cost to residents or businesses
9 experiencing interference resulting from the transmission line.
10
- 11 (6) The Certificate Holder shall design, construct and operate the transmission lines and
12 backup electricity lines in accordance with the requirements of the National Electrical
13 Safety Code. [Amendment No. 1]
14
- 15 (7) The Certificate Holder shall take reasonable steps to reduce or manage exposure to
16 electromagnetic fields (EMF), consistent with Council findings presented in the "Report
17 of EMF Committee to the Energy Facility Siting Council," March 30, 1993, and
18 subsequent findings. Effective on the date of this Site Certificate, the Certificate Holder
19 shall provide information to the public, upon request, about EMF levels associated with
20 the energy facility and related transmission lines and backup electricity lines.
21 [Amendment No. 1]
22
- 23 (8) At least 30 days before beginning preparation of detailed design and specifications for the
24 electrical transmission line(s) and backup electricity line(s) or the natural gas pipeline,
25 the Certificate Holder shall consult with the Oregon Public Utility Commission staff to
26 ensure that its designs and specifications are consistent with applicable codes and
27 standards. [Amendment No. 1]
28
- 29 (9) With respect to the related or supporting natural gas pipeline, the Certificate Holder shall
30 design, construct and operate the pipeline in accordance with the requirements of the U.S.
31 Department of Transportation as set forth in Title 49, Code of Federal Regulations,
32 Part 192.
33

34 **E.1.d. Water Pollution Control Facilities Permit**
35

- 36 (1) Before beginning commercial operation of Phase 1 of the energy facility, the Certificate
37 Holder shall demonstrate that the DEQ has issued to the Certificate Holder a Water
38 Pollution Control Facilities Permit, substantially in the form of Attachment B.1, allowing
39 for on-site sanitary waste disposal. [Amendment No. 1]
40
- 41 (2) The Certificate Holder shall comply with state laws and rules applicable to Water
42 Pollution Control Facilities Permits that are adopted in the future to the extent that such
43 compliance is required under the respective statutes and rules.
44

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

2
3 **F.1. MANDATORY CONDITIONS IN SITE CERTIFICATES**

4
5 **Amendment of Site Certificate**

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

9
10 **Legal Description**

- 11 (2) Before beginning construction of Phase 1 of the energy facility, the Certificate Holder
12 shall submit to the Department a legal description of the site, except as provided in OAR
13 345-027-0023(6). [Amendment No. 1]
- 14
15 (a) The legal description of the site for purposes of beginning construction of Phase 1
16 may exclude the 180-foot wide strip (50 feet south and 130 feet north of an
17 existing road) immediately north of Phase 1.
- 18
19 (b) The Certificate Holder shall notify the Department in writing if it is exercising the
20 option to exclude the 180-foot wide strip from Phase 1.
- 21
22 (c) If the Certificate Holder excludes the strip from the legal description during Phase
23 1, the Certificate Holder shall submit to the Office, before beginning construction
24 of Phase 2 of the energy facility, a legal description indicating whether the energy
25 facility site for Phase 2 includes the 180-foot wide strip. [Amendment No. 2]

26
27 **General Requirements**

- 28 (3) The Certificate Holder shall design, construct, operate, and retire the facility:
- 29
30 (a) Substantially as described in the Site Certificate;
- 31
32 (b) In compliance with the requirements of ORS Chapter 469, applicable Council
33 rules, and applicable state and local laws, rules and ordinances in effect at the
34 time the Council issues the Site Certificate; and,
- 35
36 (c) In compliance with all applicable permit requirements of other state agencies.

37
38 **Construction Rights on Site**

- 39 (4) Except as necessary for the initial survey or as otherwise allowed for transmission lines
40 or pipelines in this condition, the Certificate Holder shall not begin construction, as
41 defined in OAR 345-001-0010, or create a clearing on any part of the site until the
42 Certificate Holder has construction rights on all parts of the site. For the purpose of this
43 condition, "construction rights" means the legal right to engage in construction activities.
44 For transmission lines or pipelines, if the Certificate Holder does not have construction

rights on all parts of the site, the Certificate Holder may nevertheless begin construction or create a clearing on a part of the site if:

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

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

Beginning and Completing Construction.

- (5) The Certificate Holder shall begin construction of the energy facility by November 8, 2006. Beginning construction of the Port Westward to BPA Allston Substation Transmission Line shall not satisfy this requirement. [Amendment No. 2]
 - (a) The Certificate Holder shall report promptly to the Department the date that it began construction of the facility, as defined in OAR 345-001-0010. In reporting the beginning of construction, the Certificate Holder shall briefly describe all work on the site performed before beginning construction, including work performed before the Council issued the Site Certificate and work performed to construct the Port Westward to BPA Allston Substation Transmission Line, and shall state the cost of that work, pursuant to OAR 345-026-0048. If the Certificate Holder constructs the energy facility in phases, the Certificate Holder shall report the beginning of construction of each phase. [Amendment No. 1]
 - (b) If the Certificate Holder begins construction of the Port Westward to BPA Allston Substation Transmission Line, as defined in OAR 345-001-0010, prior to beginning construction of the energy facility, it shall promptly report to the Department the date it began construction of the transmission line.
- (6) The Certificate Holder shall complete construction of the facility by May 8, 2009. The completion of construction date is the day by which (1) the facility is substantially complete as defined by the Certificate Holder's construction contract documents; (2) acceptance testing is satisfactorily completed; and, (3) the energy facility is ready to commence continuous operation consistent with the Site Certificate. Completion of construction of the Port Westward to BPA Allston Substation Transmission Line separately shall not satisfy this requirement. [Amendment No. 2]
 - (a) The Certificate Holder shall report promptly to the Department the date it completed construction of the facility. If the Certificate Holder constructs the

energy facility in phases, the Certificate Holder shall report the date of completion of each phase. [Amendment No. 1]

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

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

F.2 OTHER CONDITIONS BY RULE

Incident Reports

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

Rights-of-Way

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

Monitoring Programs

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

Compliance Plans

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

Reporting

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

Schedule Modification

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

Correspondence with Other State or Federal Agencies

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

Notification of Incidents

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

1
2 **G. GENERAL CONDITIONS**

- 3 (1) The general arrangement of the Port Westward Generating Project shall be substantially
4 as shown in the ASC.
5
6 (2) The Certificate Holder shall ensure that related or supporting facilities are constructed in
7 the corridors described in this Order and as shown in ASC and in the manner described in
8 this Order and the ASC.
9
10 (3) During construction and operation of the energy facility, the Certificate Holder shall
11 house the combustion turbine in an enclosure that provides thermal insulation, acoustical
12 attenuation, and fire extinguishing media containment and that would allow access for
13 routine inspection and maintenance.
14

15 **Successors and Assigns**

- 16 (4) Before any transfer of ownership of the facility or ownership of the Certificate Holder,
17 the Certificate Holder shall inform the Department of the proposed new owners. The
18 requirements OAR 345-027-0100 shall apply to any transfer of ownership that requires a
19 transfer of the Site Certificate.
20

21 **Severability and Construction**

- 22 (5) If any provision of this Site Certificate is declared by a court to be illegal or in conflict
23 with any law, the validity of the remaining terms and conditions shall not be affected, and
24 the rights and obligations of the parties shall be construed and enforced as if the Site
25 Certificate did not contain the particular provision held to be invalid. In the event of a
26 conflict between the conditions contained in the Site Certificate and the Council's Order,
27 the conditions contained in this Site Certificate shall control.
28

29 **Governing Law and Forum**

- 30 (6) This Site Certificate shall be governed by the laws of the State of Oregon.
31
32 (7) Any litigation or arbitration arising out of this agreement shall be conducted in an
33 appropriate forum in Oregon.
34

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

4
5 ENERGY FACILITY SITING COUNCIL
6
7
8

9
10 By: Hans Neukomm 5/19/06
11 Hans Neukomm, Chair date
12
13

14 PORTLAND GENERAL ELECTRIC COMPANY
15
16

17
18 By: Stephen M. Quennoz 7/11/06 *js*
19 Stephen Quennoz, Vice-President Power Supply date
20

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

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

24 **ATTACHMENT C. REMOVAL/FILL PERMIT**