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**SEVENTH AMENDED**

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

Issued By

OREGON ENERGY FACILITY SITING COUNCIL  
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March 12, 2010

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**SEVENTH AMENDED  
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**A. INTRODUCTION**

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

19 The findings of fact, reasoning and conclusions of law underlying the terms and  
20 conditions of this site certificate are set forth in the following documents, which by this  
21 reference are incorporated herein: (a) the Council’s Final Order in the Matter of the  
22 Application for a Site Certificate for the Port Westward Generating Project, which the  
23 Council granted on November 8, 2002; (b) the Council’s Final Order in the Matter of the  
24 Site Certificate for the Port Westward Generating Project Request for Amendment No.  
25 One, which the Council granted on December 5, 2003; (c) the Council’s Final Order in  
26 the Matter of the Site Certificate for the Port Westward Generating Project Request for  
27 Amendment No. Two, which the Council granted on September 24, 2004; (d) the  
28 Council’s Final Order in the Matter of the Site Certificate for the Port Westward  
29 Generating Project Request for Amendment No. Three, which the Council granted on  
30 January 28, 2005; and (e) the Council’s Final Order in the Matter of the Fourth Request  
31 to Amend the Site Certificate for the Port Westward Generating Project, which the  
32 Council granted on May 19, 2006; (f) the Council’s Final Order in the Matter of the Fifth  
33 Request to Amend the Site Certificate for the Port Westward Generating Project, which  
34 the Council granted on September 29, 2006, (g) the Council’s Final Order in the Matter  
35 of the Sixth Request to Amend the Site Certificate for the Port Westward Generating  
36 Project, which the Council granted on March 27, 2009 and (h) the Council’s Final Order  
37 in the Matter of the Seventh Request to Amend the Site Certificate for the Port Westward  
38 Generating Project, which the Council granted on March 12, 2010, [Amendments No. 1,  
39 2, 3, 4, 5, 6 & 7]. Collectively, we refer to the Final Orders listed in (a) through (h) as “the  
40 Orders”.

41 In interpreting this site certificate, any ambiguity shall be clarified by reference to, and in  
42 the following priority: this Site Certificate, the record of the proceedings which led to the  
43 Orders, and the Application for a Site Certificate for the Port Westward Generating  
44 Project. As used in this Site Certificate, the “application for site certificate” or the “ASC”  
45 includes: (a) the Application for a Site Certificate for the Port Westward Generating  
46 Project, which the Department of Energy (“Department”) filed on April 11, 2002; (b) the  
Certificate Holder’s Request for First Amendment to the Site Certificate for the Port  
Westward Generating Project, which the Council received on October 25, 2003; (c) the  
Certificate Holder’s Request for Second Amendment to the Site Certificate for the Port  
Westward Generating Project, which the Council received on May 7, 2004; (d) the

1 Certificate Holder's Request for Third Amendment to the Site Certificate for the Port  
2 Westward Generating Project, which the Council received on November 3, 2004, (e) the  
3 Certificate Holder's Request for Fourth Amendment to the Site Certificate for the Port  
4 Westward Generating Project, which the Council received on January 18, 2006, (f) the  
5 Certificate Holder's Request for Fifth Amendment to the Site Certificate for the Port  
6 Westward Generating Project, which the Council received on July 18, 2006, (g) the  
7 Certificate Holder's Request for Sixth Amendment to the Site Certificate for the Port  
8 Westward Generating Project, which the Council received on November 7, 2008, and (h)  
9 the Certificate Holder's Request for Seventh Amendment to the Site Certificate for the  
10 Port Westward Generating Project, which the Council received on September 18, 2009.  
11 [Amendments 1 through 7].  
12

13 The terms used in this Site Certificate shall have the same meaning set forth in ORS  
14 469.300, 469.503(2)(e) and Oregon Administrative Rules (OAR) 345-001-0010, except  
15 where otherwise stated or where the context clearly indicates otherwise.  
16

## 17 **B. SITE CERTIFICATION**

- 18 1. To the extent authorized by State law and subject to the conditions set forth  
19 herein, the State approves and authorizes the Certificate Holder to construct,  
20 operate and retire a natural gas-fired, combined cycle combustion turbine energy  
21 facility, together with certain related or supporting facilities, at the site as  
22 described in Section C of this Site Certificate; near Clatskanie, Oregon. ORS  
23 469.401(1).  
24
- 25 2. This site certificate shall be effective (1) until it is terminated pursuant to OAR  
26 345-027-0110 or the rules in effect on the date that termination is sought, or (2)  
27 until the Site Certificate is revoked pursuant to ORS 469.440 and OAR 345-029-  
28 0100 or the statutes and rules in effect on the date that revocation is ordered. ORS  
29 469.401(1).  
30
- 31 3. This Site Certificate does not address, and is not binding with respect to, matters  
32 that were not addressed in the Council's Final Order. These matters include, but  
33 are not limited to: building code compliance, wage, hour and other labor  
34 regulations, local government fees and charges, and other design or operational  
35 issues that do not relate to siting the Project; and permits issued under statutes and  
36 rules for which the decision on compliance has been delegated by the Federal  
37 government to a state agency other than the Council. ORS 469.401(4) and  
38 469.503(3).  
39
- 40 4. Both the State and the Certificate Holder shall abide by local ordinances and state  
41 law and the rules of the Council in effect on the date this Site Certificate is  
42 executed. In addition, upon a clear showing of a significant threat to the public  
43 health, safety or the environment that requires application of later-adopted laws or  
44 rules, the Council may require compliance with such later-adopted laws or rules.  
45 ORS 469.401(2).  
46

- 1 5. For a permit, license or other approval addressed in and governed by this Site  
2 Certificate, the Certificate Holder shall comply with applicable state and federal  
3 laws adopted in the future to the extent that such compliance is required under the  
4 respective state agency statutes and rules. ORS 469.401(2).  
5
- 6 6. Subject to the conditions herein, this Site Certificate binds the State and all  
7 counties, cities and political subdivisions in this state as to the approval of the site  
8 and the construction, operation and retirement of the Project as to matters that are  
9 addressed in and governed by this Site Certificate. ORS 469.401(3).  
10
- 11 7. Each affected state agency, county, city and political subdivision in Oregon with  
12 authority to issue a permit, license or other approval addressed in or governed by  
13 this Site Certificate shall, upon submission of the proper application and payment  
14 of the proper fees, but without hearings or other proceedings, issue such permit,  
15 license or other approval subject only to conditions set forth in this Site  
16 Certificate. ORS 469.401(3).  
17
- 18 8. After issuance of this Site Certificate, each state agency or local government  
19 agency that issues a permit, license or other approval for the Project shall continue  
20 to exercise enforcement authority over such permit, license or other approval.  
21 ORS 469.401(3).  
22
- 23 9. After issuance of this Site Certificate, the Council shall have continuing authority  
24 over the site and may inspect, or direct the Department to inspect, or request  
25 another state agency or local government to inspect, the site at any time in order  
26 to assure that the Project is being operated consistently with the terms and  
27 conditions of this Site Certificate. ORS 469.430.  
28
- 29 10. The Certificate Holder may develop the energy facility in two phases. Phase 1  
30 would consist of the southernmost generating unit ("Unit 1"), including one  
31 combustion turbine generator, heat recovery steam generator, steam generator,  
32 one step-up transformer bank, auxiliary transformer, and cooling tower. Phase 1  
33 would also include all of the energy facility components common to the two units  
34 and the related or supporting facilities. Phase 2 would consist of the northernmost  
35 generating unit ("Unit 2") and its associated facilities. All conditions of this Site  
36 Certificate apply equally to Phase 1 and Phase 2, unless a condition specifies  
37 different obligations for Phase 1 or Phase 2. [Amendments No. 1 & 3]  
38

## 39 **C. SITE DESCRIPTIONS**

### 40 **C.1. FACILITY**

#### 41 **C.1.a. Major Structures and Equipment**

42  
43 **Major Structures and Equipment.** The net electric power output of the energy facility  
44 will be about 650 MW comprised of base load generation, power augmentation (i.e., duct  
45  
46

1 burning and non-base load generation.) The power augmentation and non-base load  
2 generation provide flexible peaking, load-following, and wind integration services that  
3 are needed to maintain a reliable and stable utility system. [Amendment No. 7]  
4

5 Unit 1 of the energy facility will consist of one heavy-duty frame-type combustion  
6 turbine generator (Mitsubishi G Class), one heat recovery steam generator ("HRSG"),  
7 and one steam turbine. It will burn natural gas in the combustion turbine and duct

8 burners. Expanding gases from combustion will turn the rotor within the turbine that is  
9 connected to an electric generator. The hot gases exhausted from the combustion turbine  
10 and duct burners will be used to raise steam in the HRSG. Steam from the HRSG will be  
11 expanded through the steam turbine driving its own electric generator. [Amendments No.  
12 1 & 7.]  
13

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

23 For Unit 1, the HRSG will occupy a footprint measuring about 50 feet by 150 feet and  
24 will stand about 110 feet high. A stack will be provided for the HRSG. The stack will be  
25 about 36 feet in diameter and 200 feet high. [Amendment No. 7]  
26

27 For Unit 2, aeroderivative combustion turbine generators will be equipped with outdoor  
28 enclosures with thermal insulation, acoustical attenuation and fire extinguishing media  
29 containment. Reciprocating engine generators will be housed in an engine building,  
30 occupying a footprint measuring up to 100 feet by 500 feet and standing about 30 to 40  
31 feet high. [Amendment No. 7]  
32

33 Six transformers will step-up the generator voltages to the substation voltage of 230  
34 kilovolts ("kV"). Two auxiliary transformers will supply power for plant auxiliary loads.  
35 [Amendments No. 1 & 7]  
36

37 Two mechanical-draft cooling towers will be used to remove the waste heat from the  
38 main condenser and the plant auxiliary heat exchangers. The cooling towers and  
39 circulating water pumps will cover an area of about 75 feet by 650 feet and will stand  
40 about 50 feet high. [Amendment No. 7]  
41

42 A switchyard or dead-end transmission structure will interconnect the plant's output to  
43 the 230-kV transmission network. The switchyard footprint will measure about 300 feet  
44 by 500 feet. [Amendment No. 1]  
45

1 An auxiliary boiler will supply steam for plant start-ups and short duration shut-downs.  
2 The auxiliary boiler will be fueled with natural gas. [Amendment No. 3]  
3 Additional facilities will include: a plant services/warehouse building, a boiler feed pump  
4 building; a fire water pump building; a water treatment building; a clarifier; a settling  
5 basin; a condensate tank, a fire water/service water storage tank and two demineralized  
6 water storage tanks (440,000 gallon and 1,100,000 gallon capacity respectively);  
7 lubricating oil tanks; a natural gas metering station; natural gas compressor stations with  
8 electric compressors of 1,000 to 7,000 horsepower total, enclosed in buildings with  
9 acoustical insulation; and, aqueous ammonia storage tanks (each with up to 70,000-gallon  
10 capacity and equipped with containment). [Amendments No. 1 & 7]  
11

12 Natural gas will not be stored at the energy facility site. Diesel fuel for the fire pumps and  
13 reciprocating engine micro-pilot systems will be stored in aboveground tanks. Water  
14 treatment chemicals will be stored in permanent aboveground storage tanks or portable  
15 plastic tanks (totes). To prevent storm water runoff from chemical storage, all fuel and  
16 chemical storage will be inside buildings or under cover in paved areas with a curb. All  
17 individual spill containment areas will be designed to hold at least 110 percent of the  
18 volume of liquids stored within them. [Amendment No. 7]  
19

20 A complete fire protection system will be installed within the buildings and yard areas at  
21 the energy facility site. The system will be designed to meet the requirements of the  
22 Uniform Fire Code, as amended by Oregon and the National Fire Protection Association,  
23 and all other applicable fire protection standards. The fire protection system will include  
24 a fire water system, a dry chemical extinguishing system, a carbon dioxide ("CO2")  
25 extinguishing system, and portable fire extinguishers. The road system within the energy  
26 facility site will be designed for access by large trucks needed for equipment and material  
27 deliveries. The minimum turning inside radius for roads will be 40 feet.  
28

29 The fire water system will include a fire water supply loop, fire hydrants, sprinkler  
30 systems, and hoses placed at appropriate locations. Reserved capacity in the 180,000-  
31 gallon fire water/service water storage tank will serve as the firewater source.  
32

33 The combustion turbine enclosures will be protected by foam or CO2 systems. If the  
34 systems were to activate, an alarm will sound and/or a visual indicator will light up on the  
35 gas turbine control panel.  
36

37 Portable fire extinguishers will be placed at key locations within the energy facility site.  
38 The type and number of portable fire extinguishers will conform to applicable code  
39 requirements.  
40

41 The Certificate Holder may develop the whole facility at the same time or it may develop  
42 only one of the generating units and the related or supporting facilities ("Phase 1") or the  
43 two units of the energy facility in two distinct phases ("Phase 1" and "Phase 2"). As  
44 referred to in this Site Certificate, the Certificate Holder would develop Phase 1 first if it  
45 develops the energy facility in phases. Phase 1 would consist of the southernmost  
46 generating unit ("Unit 1"), including a combustion turbine generator, heat recovery steam

1 generator, steam generator, one step-up transformer bank, auxiliary transformer, and  
2 cooling tower. Phase 1 would also include all of the energy facility components common  
3 to the two units and the related or supporting facilities. [Amendments No. 1 & 3]  
4

5 **Output.** The net electric power output of the energy facility will be up to 650 MW,  
6 comprised of base load generation, power augmentation (i.e. duct burning), and non-base  
7 load generation. The power augmentation and non-base load generation provide flexible  
8 peaking, load-following, and wind integration services that are needed to maintain a  
9 reliable and stable utility system. [Amendments No. 1, 3 & 7]  
10

11 The Certificate Holder proposes to operate Unit 1 with power augmentation technologies  
12 for 3,000 hours annually on average. The Certificate Holder proposes to operate Unit 2 as  
13 a non-base load power plant. [Amendments No. 1,3 & 7]  
14

15 **Fuel Use.** The energy facility will use natural gas as the only fuel to power the turbines  
16 and the power augmentation technologies. It will use up to approximately 4,700 MMBtu  
17 per hour of natural gas at full load with the duct burners in operation at the average  
18 annual site condition. [Amendments No. 1, 3 & 7]  
19

20 **Water Use.** The energy facility will obtain water to generate steam and to cool the steam  
21 process from an existing PGE intake structure on the Bradbury Slough of the Columbia  
22 River. For Unit 1, the Certificate Holder obtained a permanent transfer of 5.4 cfs of a  
23 water right associated with PGE's Trojan Nuclear Plant, Certificate No. 81969. For Unit  
24 2, PGE will obtain a permanent transfer of an additional 3.0 cfs under the same water  
25 right.<sup>1</sup> [Amendments No. 1, 3 & 7]  
26

27 Average water demand over the at the energy facility will be about 2,800 gallons per  
28 minute ("gpm"), or 4.03 million gallons per day ("gpd"). Peak water demand will be  
29 about 3,770 gpm, 5.4 million gpd, or 8.4 cubic feet per second ("cfs"). [Amendments  
30 No.1,3 & 7]  
31

32 PGE owns and operates an existing intake structure on the Bradbury Slough, which will  
33 be the authorized point of diversion for surface water rights transferred for use at the  
34 energy facility site. To serve the energy facility, PGE will place additional pumps within  
35 the existing intake facility. PGE will employ fish screens compliant with National Marine  
36 Fisheries Service ("NMFS") screening criteria and Oregon Department of Fish and  
37 Wildlife ("ODFW") criteria. [Amendments No. 1& 7]  
38

39 **Wastewater.** Process blowdown is washdown water, filter backwash or other non-  
40 sanitary liquid waste produced within the energy facility. The average volume of process  
41 blowdown for both units combined will be about 30 gpm. Cooling system blowdown is  
42 water withdrawn from the cooling system to control the buildup of dissolved salts. The  
43 average volume of cooling system blowdown for both units combined will be about 970  
44 gpm, but it could vary depending on the quality of the river water supply. The energy

---

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

1 facility will discharge its process and cooling system blowdown to the Columbia River  
2 under a National Pollution Discharge Elimination System ("NPDES") permit that the  
3 Port of St. Helens has requested from DEQ. [Amendments No. 1 & 7].  
4

5 The Certificate Holder will discharge sanitary sewage to an engineered septic tank and  
6 drain field at a rate of about 500 gallons per day, as permitted by a Water Pollution  
7 Control Facilities permit. The Certificate Holder will route storm water from roofs and  
8 paved areas to pervious areas to percolate into the shallow groundwater.  
9

#### 10 **C.1.b. Related or Supporting Facilities**

11 The energy facility will include the following related or supporting facilities:  
12

13 **Natural Gas Pipelines.** Natural gas will fuel the combustion turbine generators and duct  
14 burners. The energy facility will be served by the Kelso-Beaver Pipeline, an existing  
15 FERC-regulated interstate pipeline with a current capacity of 193,000 decatherms per  
16 day. PGE owns the pipeline jointly with two other parties. To create the additional  
17 capacity that will be required to serve the energy facility, PGE will add 1,000 to 7,000  
18 compressor horsepower to the Port Westward site and/or up to 8,000 compressor  
19 horsepower to the Kelso-Beaver Pipeline. All work on the existing pipeline will be  
20 subject to FERC approval. The addition of compressor horsepower is intended to ensure  
21 300 to 1000 psig gas pressure at the Port Westward Industrial Area with total capacity of  
22 310 million standard cubic feet/day. [Amendments No. 1 & 7]  
23

24 The interconnecting pipeline, about 18 inches in diameter, between the existing Kelso-  
25 Beaver Pipeline and the energy facility will be about 1,000 feet long and will be installed  
26 below grade with appropriate cathodic protection.  
27

28 In addition, the facility will include as a related or supporting facility a secondary natural  
29 gas pipeline that will connect the energy facility to an extension of the existing 20-inch  
30 NW Natural Beaver Lateral. The connecting pipeline will be approximately 2000 feet  
31 long and about 12 inches in diameter. The new pipeline will be installed below grade  
32 with appropriate cathodic protection. The new pipeline will be owned and operated by  
33 NW Natural. [Amendment No. 5].  
34

35 **Water Supply Pipeline.** Water supply for the energy facility will be drawn from  
36 Bradbury Slough at about River Mile 53.8 of the Columbia River from an existing PGE  
37 intake facility for the PGE Beaver Generating Plant. The pump capacity of the existing  
38 intake facility will be expanded. No major structural improvements or modifications to  
39 the intake facility will be required. However, PGE will upgrade the fish screens to  
40 comply with NMFS and ODFW criteria regardless of whether it builds the Port  
41 Westward Generating Project. The Certificate Holder will install a water supply pipeline  
42 about 20 inches in diameter and 6,000 feet long to convey water from the intake facility  
43 to the energy facility. The water supply pipeline will traverse upland areas and will avoid  
44 wetlands. [Amendment No. 1]  
45

1 **Chlorination and Electrical Control Buildings.** Two small structures will be  
2 constructed on upland south of the intake facility. One structure, with a footprint of about  
3 600 square feet, will be for chlorination. The other structure, with a footprint of about 150  
4 feet, will be for electrical control. Underground lines in a 25-foot wide corridor will  
5 connect these structures to the intake structure. [Amendment No. 3]  
6

7 **Wastewater Pipeline.** Process and cooling wastewater discharged from the energy  
8 facility will be collected in a settling basin and returned to the Columbia River about one-  
9 half mile northwest of the energy facility, pursuant to the Port of St. Helens' NPDES  
10 permit. [Amendment No. 1]  
11

12 **Utility Lines Between the Energy Facility Site and the PGE Beaver Generating**  
13 **Plant.** The Certificate Holder will construct water, backup electricity and  
14 communications lines between the existing PGE Beaver Generating Plant and the energy  
15 facility. The Certificate Holder will install the lines below ground within existing  
16 roadways. Potable water may be conveyed to the energy facility in a pipeline from the  
17 potable water storage tank located in the vicinity of the PGE water intake facility that  
18 currently serves the PGE Beaver Generating Plant. The potable water pipeline will be  
19 about two inches in diameter. The Certificate Holder will install the potable water line  
20 underground. The potable water line will join the energy facility's water supply pipeline  
21 corridor at their intersection as shown on revised Figure B-2. [Amendment No. 1]  
22

23 The Certificate Holder may also construct a demineralized water pipeline about six  
24 inches in diameter from the PGE Beaver Generating Plant to the energy facility. If the  
25 Certificate Holder constructs the demineralized water pipeline, it will not construct a  
26 water treatment building as part of the energy facility. The Certificate Holder will install  
27 a backup 13.8 kV electrical distribution line and a communications line in a conduit from  
28 the PGE Beaver Generating Plant to the energy facility. The demineralized water line,  
29 communications line, and backup electricity lines will be about 1,200 feet long, and the  
30 portion of the potable water line between the potable water storage tank and the water  
31 supply pipeline corridor will be about 1,700 feet long [Amendments No. 1 & 3]  
32

33 **Temporary Construction Staging and Laydown Areas.** Temporary construction  
34 staging and laydown areas totaling approximately 12.4 acres will be located around the  
35 energy facility site. Another laydown area of about 6 acres will be located on upland  
36 south of the existing PGE water intake structure. The areas will be used for storing  
37 equipment and materials and as staging areas for constructing the power plant.  
38 Construction laydown and staging areas are as depicted on Figure B-2 rev.1, submitted  
39 with the Fourth Request for Amendment on January 18, 2006. [Amendment No. 4]  
40

41 **Spoils Disposal Area.** Excess soils from construction at the energy facility site will be  
42 spread across the spoils disposal site of about 11.6 acres, which will be located southeast  
43 of the PGE Beaver Generating Plant. [Amendment No. 3].  
44

45 **Electric Transmission Line.** The energy facility will deliver electric power to the  
46 regional grid by means of a new transmission line consisting of one 230 kV circuit on

1 monopole towers (up to 120 feet high) routed along existing power line easements. There  
2 are two transmission line alternatives routes under consideration, with two other short  
3 alternative segments in the vicinity of the BPA Allston Substation:  
4

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

8  
9 Alternative Two. The second alternative will entail routing the transmission line  
10 from the energy facility to the PGE Trojan Substation near Goble, Oregon (a  
11 distance of about 20 miles).  
12

13 PWGP and the Summit Project present a unique situation regarding the transmission lines  
14 for their facilities. The two proposed energy projects will be located close to each other  
15 and will use the same existing transmission corridor and the same towers from Port  
16 Westward to the vicinity of the BPA Allston Substation, Alternative One. The towers will  
17 be double-circuited, with PWGP on one side and the Summit Project on the other.  
18

19 The Portland General Electric Transmission Group will build the transmission lines for  
20 either or both projects, depending on which energy facilities are eventually constructed.  
21 The transmission line for each project is a related or supporting facility for that project,  
22 and therefore, must be built to Council standards. However, because the Council is  
23 reviewing the applications for both projects simultaneously, because they will use the  
24 same towers, and because the same company will build and operate the transmission  
25 lines, the Council has consolidated the reviews within the PWGP proceeding and is  
26 placing conditions for the transmission lines in the site certificate for the Port Westward  
27 Generating Project.  
28

29 Some conditions account for the possibility that the Certificate Holder may construct the  
30 Port Westward to BPA Allston Substation Transmission Line separately from  
31 constructing the energy facility. Additionally, if the Certificate Holder for PWGP does  
32 not construct the energy facility within the time specified in its Site Certificate or if it  
33 terminates its Site Certificate, the Council intends that the Certificate Holder of the  
34 Summit Project must amend its Site Certificate to include the 230 kV transmission line  
35 from the Summit Project to the BPA Allston Substation.  
36

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

38

### 39 **C.2.a. The Energy Facility Site**

40 The energy facility will be located about seven miles by road northeast of the city of  
41 Clatskanie in Columbia County, Oregon. The energy facility site will be located on an  
42 approximately 852-acre parcel leased to PGE by the Port of St. Helens in Section 15,  
43 Township 8 North, Range 4 West, Willamette Meridian. The energy facility site will be  
44 fenced and will comprise about 26 acres of the larger parcel [Amendments No. 1, 2 & 7]  
45

1 Bradbury Slough of the Columbia River lies to the northeast of the energy facility site.  
2 Access to the energy facility site will be by traveling about 1.5 miles north on Kallunki  
3 Road from its intersection with Alston-Mayger Road. The existing PGE Beaver  
4 Generating Plant is located about one-half mile southwest of the energy facility site.  
5

6 **C.2.b. Related or Supporting Facility Sites**

7 **Natural Gas Pipeline Corridors.** The primary natural gas pipeline will be about 18  
8 inches in diameter and will interconnect with the existing Kelso-Beaver Pipeline about  
9 1,000 feet west of the energy facility site. The natural gas pipeline corridor will lie within  
10 the 852-acre parcel leased to PGE by the Port of St. Helens and situated within Section  
11 15, Township 8 North, Range 4 West, Willamette Meridian.  
12

13 The secondary natural gas pipeline will be about 12 inches in diameter, extending from  
14 the energy facility to an extension of the existing NW Natural Beaver Lateral, near the  
15 northeast corner of the Beaver Generating Plant. The related or supporting portion of the  
16 new natural gas pipeline corridor will be approximately 2000 feet long and will lie within  
17 the 852-acre parcel leased to PGE by the Port of St. Helens and situated within Sections  
18 15 and 16, Township 8 North, Range 4 West, Willamette Meridian. [Amendment No. 5]  
19

20 **Water Supply Pipeline Corridor.** The proposed water supply pipeline will supply raw  
21 water to the energy facility from the existing PGE Beaver Generating Plant water intake  
22 structure in Bradbury Slough of the Columbia River. The pipeline right-of-way will be  
23 about 50 feet wide and 6,000 feet long, will cover an area of about 7 acres, and will lie  
24 within the 852-acre parcel leased to PGE by the Port of St. Helens and situated within  
25 Section 15, Township 8 North, Range 4 West, Willamette Meridian.  
26

27 **Chlorination and Electrical Control Buildings.** Two small structures will be  
28 constructed on upland south of the existing PGE Beaver Generating Plant water intake  
29 structure in Bradbury Slough. The two structures, with a combined footprint of about 750  
30 square feet, will lie within the 852-acre parcel leased to PGE by the Port of St. Helens  
31 and situated within Section 15, Township 8 North, Range 4 West, Willamette Meridian.  
32 [Amendment No. 3].  
33

34 **Wastewater Pipeline Corridor.** Water discharged from the energy facility will be  
35 returned to the Columbia River about one-half mile northwest of the energy facility. The  
36 wastewater pipeline corridor will be about 100 feet wide and 2,400 feet long, will cover  
37 an area of about 6 acres, and will lie primarily within the 852-acre parcel leased to PGE  
38 by the Port of St. Helens and situated within Section 15 and 16, Township 8 North,  
39 Range 4 West, Willamette Meridian. [Amendment No. 1]  
40

41 **Utility Line Corridor Between the Energy Facility Site and the PGE Beaver**  
42 **Generating Plant.** The Certificate Holder will construct a potable water pipeline, backup  
43 electricity line, communications line and possibly a demineralized water pipeline from  
44 the PGE Beaver Generating Plant or the potable water tank to the energy facility site. It  
45 would install the lines a minimum depth of three feet below grade in existing roadways  
46 entirely with the 825-acre parcel that the Port of St. Helens has leased to PGE. The parcel

1 is located within Section 15 and 22, Township 8 North, Range 4 West, Willamette  
2 Meridian. [Amendment No. 1]

3  
4 **Temporary Construction Staging and Laydown Areas.** Temporary construction  
5 staging and laydown areas totaling approximately 12.4 acres will be located around the  
6 energy facility site, within the 852-acre parcel leased to PGE by the Port of St. Helens  
7 and situated within Sections 15 and 16, Township 8 North, Range 4 West, Willamette  
8 Meridian. Another laydown area of about 6 acres will be located on upland south of the  
9 existing PGE water intake structure within Section 15, Township 8 North, Range 4 West,  
10 Willamette Meridian. The areas will be used for storing equipment and materials and as  
11 staging areas for constructing the power plant. Construction laydown and staging areas  
12 are as depicted on Figure B-2 rev.1 as submitted with the Request for Fourth Amendment  
13 on January 18, 2006 [Amendment No. 4]

14  
15 **Spoils Disposal Area.** Excess soils from construction at the energy facility site will be  
16 spread across the spoils disposal site of about 11.6 acres, which will be located southeast  
17 of the PGE Beaver Generating Plant, within the 852-acre parcel leased to PGE by the  
18 Port of St. Helens and situated within Sections 15 and 22, Township 8 North, Range 4  
19 West, Willamette Meridian. [Amendment No. 3]

20  
21 **Transmission Line Corridor.** The transmission line will follow one of two alternative  
22 routes:

23  
24 Alternative One. Under this alternative, the energy facility will deliver electric  
25 power to the BPA Allston Substation near Alston, Oregon, by means of a new  
26 230-kV circuit on monopole steel structures, except where it will have to cross the  
27 existing BPA lines. A separate 230 kV circuit will carry the output of the Summit  
28 Project on the same structures, as noted above. The new transmission line will be  
29 routed on an existing PGE right-of-way that is 250 feet wide, except at the BPA  
30 Allston Substation where a new right-of-way may be required. The structures will  
31 be placed on or near the centerline of the unused north half of the right-of-way.  
32 The transmission line corridor will be about 125 feet wide and 10 miles long, will  
33 occupy an area of about 300 acres, and will pass through Sections 15, 22, 23, 26,  
34 35 and 36, Township 8 North, Range 4 West, and Sections 31, 5, 6, 4, 3 and 10,  
35 Township 7 North, Range 3 West, Willamette Meridian.

36  
37 Alternative Two. Under this alternative, the energy facility will deliver electric  
38 power to Trojan near Goble, Oregon, by means of a new 230-kV circuit on  
39 monopole steel structures. Between PWGP and the BPA Allston Substation, the  
40 new transmission line will be routed on an existing PGE right-of-way 250 feet  
41 wide as described in Alternative One. The structures will be placed on or near the  
42 centerline of the unused north half of the right-of-way. Between the BPA Allston  
43 Substation and Trojan, the new transmission line will run parallel to an existing  
44 BPA transmission line. This section of the transmission line corridor will be about  
45 125 feet wide and ten miles long; will occupy an area of about 300 acres, and will  
46 pass through Sections 10, 11, 15, 14, 23 and 24, Township 7 North, Range 3

1 West, and Sections 19, 30, 29, 28, 33 and 34, Township 7 North, Range 2 West,  
2 and Sections 3 and 2, Township 6 North, Range 2 West, Willamette Meridian.

3  
4 Alternates 3 and 4. These short alternate segments are in the vicinity of the BPA  
5 Allston Substation. They provide flexibility for interconnecting with the  
6 substation.  
7

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8 Unanalyzed Options. As shown on Figure C-2 of the ASC, and in particular the  
9 enlarged detail of the BPA Allston Substation, there is a segment of Alignment 1  
10 identified as "2nd (future) circuit." This Site Certificate does not address that  
11 proposed segment of Alignment 1.  
12

#### 13 **D. COUNCIL SITING STANDARDS**

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

15 [No Conditions]  
16

##### 17 **D.2. ORGANIZATIONAL EXPERTISE**

- 18 (1) The Certificate Holder shall report to the Department of Energy ("Department")  
19 in a timely manner any change in the ownership of Portland General Electric  
20 Company ("PGE").  
21  
22 (2) Before beginning construction of the energy facility, the Port Westward to  
23 Bonneville Power Administration ("BPA") Allston Substation Transmission Line,  
24 or other related or supporting facilities, the Certificate Holder shall identify to the  
25 Energy Facility Siting Council ("Council") whom it has chosen to act in the role  
26 of the engineering, procurement and construction ("EPC") contractor(s) for  
27 specific portions of the work.  
28  
29 (3) If the Certificate Holder chooses a third-party contractor to operate the facility,  
30 the Certificate Holder shall submit to the Council the identity of the contractor so  
31 the Council may review the qualifications and capability of the contractor to meet  
32 the standards of OAR 345-0022-0010. If the Council finds that a new contractor  
33 meets these standards, the Council shall not require an amendment to the Site  
34 Certificate for the Certificate Holder to hire the contractor.  
35  
36 (4) Any matter of non-compliance under this Site Certificate shall be the  
37 responsibility of the Certificate Holder. Any notice of violation issued under the  
38 Site Certificate will be issued to the Certificate Holder. Any civil penalties levied  
39 shall be levied on the Certificate Holder.  
40  
41 (5) The Certificate Holder shall contractually require the EPC contractor(s) and all  
42 independent contractors and subcontractors involved in the construction and  
43 operation of the facility to comply with all applicable laws and regulations and  
44 with the terms and conditions of the Site Certificate. Such contractual provision  
45  
46

1 shall not operate to relieve the Certificate Holder of responsibility under the Site  
2 Certificate.

- 3  
4 (6) The Certificate Holder shall obtain necessary state and local permits or approvals  
5 required for the construction, operation and retirement of the facility or ensure  
6 that its contractors obtain the necessary state and local permits or approvals.  
7

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8 (7) [Deleted]. [Amendments No. 1 & 7]  
9

- 10 (8) Before beginning construction of the energy facility, the Certificate Holder shall  
11 deliver to the Department evidence that the Oregon Department of Environmental  
12 Quality has issued to the Port of St. Helens a National Pollutant Discharge  
13 Elimination System ("NPDES") permit that provides for the discharge of non-  
14 sanitary wastewater from the Port Westward Industrial Site, including all non-  
15 sanitary wastewater produced by the energy facility.  
16

- 17 (9) Before beginning construction of the energy facility, the Certificate Holder shall  
18 deliver to the Department a copy of the agreement between the Certificate Holder  
19 and the Port of St. Helens that provides for discharge of non-sanitary wastewater  
20 from the energy facility by means of the NPDES permit issued to the Port of St.  
21 Helens.  
22

### 23 **D.3. RETIREMENT AND FINANCIAL ASSURANCE**

- 24  
25 (1) The Certificate Holder shall retire the facility if the Certificate Holder  
26 permanently ceases construction or operation of the facility. The Certificate  
27 Holder shall retire the facility according to a final retirement plan approved by the  
28 Council, as described in OAR 345-027-0110, and prepared pursuant to Condition  
29 D.3(2).  
30

- 31 (2) Two years before closure of the energy facility, the Certificate Holder shall  
32 submit to the Department a proposed final retirement plan for the facility and site,  
33 pursuant to OAR 345-027-0110, including:  
34

- 35 (a) A plan for retirement that provides for completion of retirement within  
36 two years of permanent cessation of operation of the energy facility and  
37 that protects the public health and safety and the environment;  
38  
39 (b) A description of actions the Certificate Holder proposes to take to restore  
40 the site to a useful, non-hazardous condition; and,  
41  
42 (c) A detailed cost estimate, a comparison of that estimate with the dollar  
43 amount secured by a bond or letter of credit and any amount contained in a  
44 retirement fund, and a plan for assuring the availability of adequate funds  
45 for completion of retirement.  
46

- 1 (3) The Certificate Holder shall prevent the development of any conditions on the site  
2 that would preclude restoration of the site to a useful, non-hazardous condition to  
3 the extent that prevention of such site conditions is within the control of the  
4 Certificate Holder.  
5
- 6 (4) A retirement plan that the Certificate Holder submits may provide transmission  
7 lines constructed and operated under this Site Certificate remain in operation to  
8 serve other energy facilities. [Amendment No. 3]  
9
- 10 (5) The Certificate Holder shall submit to the State of Oregon, through the Council, a  
11 bond or letter of credit in the amount described below, naming the State of  
12 Oregon, acting by and through the Council, as beneficiary or payee [Amendments  
13 No. 3 & 7]  
14
- 15 (a) Before beginning construction of Unit 1, the Certificate Holder submitted  
16 a bond or letter of credit in the amount of \$3,698,000 (in 2004 dollars as  
17 of the fourth quarter). Upon execution of the Seventh Amended Site  
18 Certificate, the Certificate Holder shall adjust the amount of the bond or  
19 letter of credit to \$5,201,000 (in 1st Quarter 2010 dollars). [Amendments  
20 No. 1, 3 & 7]  
21
- 22 (b) Before beginning construction of Unit 2, the Certificate Holder shall  
23 submit a bond or letter of credit in an amount equal to the sum of (i)  
24 \$5,201,000 (in 1<sup>st</sup> Quarter 2010 dollars) for Unit 1, plus (ii) an amount for  
25 Unit 2 determined by application of the Department's Facility Retirement  
26 Cost and Estimating Guide<sup>2</sup> subject to review and approval by the  
27 Department. [Amendments No. 3 & 7]  
28
- 29 (c) [Deleted]. [Amendments No. 1 & 3]  
30
- 31 (d) The form of the bond or letter of credit and identity of the issuer shall be  
32 subject to approval by the Council.  
33
- 34 (e) The Certificate Holder shall maintain a bond or letter of credit in effect at  
35 all times until the energy facility or the Port Westward to BPA Allston  
36 Substation Transmission Line has been retired, as appropriate.  
37
- 38 (f) The calculation of 1st quarter 2010 dollars (or 2002 dollars for purposes  
39 of any five year supplemental payments for carbon dioxide offsets for  
40 power augmentation on Unit 1) shall be made using the U.S. Gross  
41 Domestic Product Implicit Price Deflator, Chain-Weight, as published in  
42 the Oregon Department of Administrative Services' "Oregon Economic

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

1 and Revenue Forecast,” or by any successor agency (the “Index”)<sup>3</sup>. If at  
2 any time the Index is no longer published, the Council shall select a  
3 comparable calculation of 2002, 2004 and 2010 dollars. [Amendments No.  
4 3, 6 and 7]  
5

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

8  
9 (h) The Certificate Holder shall not revoke or reduce the bond or letter of  
10 credit before retirement of the facility without approval by the Council.  
11

12 (6) The Certificate Holder shall describe in the annual report submitted to the  
13 Council, pursuant to OAR 345-026-0080, the status of the retirement fund or  
14 other instrument to ensure it has adequate funds to restore the site.  
15

16 (7) Before beginning construction of the energy facility, the Certificate Holder shall  
17 prepare and submit to the Department a materials management and monitoring  
18 plan that addresses the handling of hazardous substances, the measures it will  
19 implement to prevent site contamination, and how it will document  
20 implementation of the plan during construction. The materials management and  
21 monitoring plan shall be subject to approval by the Department. For the purpose  
22 of this condition and Conditions D.3(8), D.3(10), D.3(11), and D.3(12) below, the  
23 terms “release” and “hazardous substances” shall have the meanings set forth at  
24 ORS 465.200.  
25

26 (8) Before beginning operation of the energy facility, the Certificate Holder shall  
27 prepare and submit to the Department a materials management and monitoring  
28 plan that addresses the handling of hazardous substances, the measures it will  
29 implement to prevent site contamination, and how it will document  
30 implementation of the plan during operation. The materials management and  
31 monitoring plan shall be subject to approval by the Department.  
32

33 (9) Not later than 10 years after the date of commercial operation of Phase 1 of the  
34 energy facility, and each 10 years thereafter during the life of the energy facility,  
35 the Certificate Holder shall complete an independent Phase I Environmental Site  
36 Assessment of the energy facility site. Within 30 days after its completion, the  
37 Certificate Holder shall deliver the Phase I Environmental Site Assessment report  
38 to the Department. [Amendment No. 1]  
39

40 (10) In the event that any Phase I Environmental Site Assessment identifies improper  
41 handling or storage of hazardous substances or improper record keeping  
42 procedures, the Certificate Holder shall correct such deficiencies within six  
43 months after completion of the corresponding Phase I Environmental Site

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<sup>3</sup> DAS maintains the Index and places it on line at  
<http://www.oregon.gov/DAS/OEA/docs/economic/econdata/other-quarterly.xls>

1 Assessment. It shall promptly report its corrective actions to the Department. The  
2 Council shall determine whether the corrective actions are sufficient.

- 3  
4 (11) The Certificate Holder shall report any release of hazardous substances, pursuant  
5 to DEQ regulations, to the Department within one working day after the discovery  
6 of such release. This obligation shall be in addition to any other reporting  
7 requirements applicable to such a release.

- 8  
9 (12) If the Certificate Holder has not remedied a release consistent with applicable  
10 Oregon Department of Environmental Quality standards or if the Certificate  
11 Holder fails to correct deficiencies identified in the course of a Phase I  
12 Environmental Site Assessment within six months after the date of the release or  
13 the date of completion of the Phase I Environmental Site Assessment, the  
14 Certificate Holder shall submit within such six-month period to the Council for its  
15 approval an independently prepared estimate of the additional cost of remediation  
16 or correction.

17  
18 (a) Upon approval of an estimate by the Council, the Certificate Holder shall  
19 increase the amount of its bond or letter of credit by the amount of the  
20 estimate.

21  
22 (b) In no event, however, shall the Certificate Holder be relieved of its  
23 obligation to exercise all due diligence in remedying a release of  
24 hazardous substances or correcting deficiencies identified in the course of  
25 a Phase I Environmental Site Assessment.

- 26  
27 (13) All funds received by the Certificate Holder from the salvage of equipment and  
28 buildings shall be committed to the restoration of the energy facility site to the  
29 extent necessary to fund the approved site restoration and remediation.

- 30  
31 (14) The Certificate Holder shall pay the actual cost to restore the site to a useful, non-  
32 hazardous condition at the time of retirement, notwithstanding the Council's  
33 approval in the Site Certificate of an estimated amount required to restore the site.

- 34  
35 (15) If the Council finds that the Certificate Holder has permanently ceased  
36 construction or operation of the facility without retiring the facility according to a  
37 final retirement plan approved by the Council, as described in OAR 345-027-0110  
38 and prepared pursuant to Condition D.3(2), the Council shall notify the Certificate  
39 Holder and request that the Certificate Holder submit a proposed final retirement  
40 plan to the Department within a reasonable time not to exceed 90 days.

41  
42 (a) If the Certificate Holder does not submit a proposed final retirement plan  
43 by the specified date or if the Council rejects the retirement plan that the  
44 Certificate Holder submits, the Council may direct the Department to  
45 prepare a proposed a final retirement plan for the Council's approval.  
46

1 (b) Upon the Council's approval of the final retirement plan prepared pursuant  
2 to subsection (a), the Council may draw on the bond or letter of credit  
3 described in Condition D.3(5) and shall use the funds to restore the site to  
4 a useful, non-hazardous condition according to the final retirement plan, in  
5 addition to any penalties the Council may impose under OAR Chapter  
6 345, Division 29.  
7

8 (c) If the amount of the bond or letter of credit is insufficient to pay the actual  
9 cost of retirement, the Certificate Holder shall pay any additional cost  
10 necessary to restore the site to a useful, non-hazardous condition.  
11

12 (d) After completion of site restoration, the Council shall issue an order to  
13 terminate the Site Certificate if the Council finds that the facility has been  
14 retired according to the approved final retirement plan.  
15

16 **D.4. LAND USE**  
17

18 (1) Before beginning construction of the energy facility, the Certificate Holder shall  
19 submit a landscaping plan for the energy facility to Columbia County as part of its  
20 building permit application for the energy facility. The landscaping plan shall be  
21 subject to County approval, provided that the plan is consistent with this Site  
22 Certificate and the Final Order. The Certificate Holder shall implement the  
23 landscaping plan.  
24

25 (2) Before beginning construction of the energy facility, the Certificate Holder shall  
26 submit a site plan to Columbia County as part of its building permit application.  
27

28 (3) Before beginning construction of the energy facility, the Certificate Holder shall  
29 submit to Columbia County as part of its building permit application for the  
30 energy facility a final parking lot plan that complies with Section 1400 of the  
31 Columbia County Zoning Ordinance. The parking plan shall be consistent with  
32 this Site Certificate and Attachment D of the Final Order. The Certificate Holder  
33 shall implement the parking lot plan.  
34

35 (4) Before beginning construction of the energy facility or the Port Westward to BPA  
36 Allston Substation Transmission Line, as appropriate, the Certificate Holder shall  
37 apply for and obtain all appropriate land use permits from Columbia County and  
38 the City of Rainier.  
39

40 (5) Before beginning construction of the energy facility, the Certificate Holder shall  
41 enter into a written contract with Columbia County that recognizes the rights of  
42 land owners who are adjacent to and nearby the corridor for the transmission line  
43 from the BPA Allston Substation to the Trojan Nuclear Plant where it crosses PF-  
44 76 and FA-19 zones to conduct forest operations consistent with the Forest  
45 Practices Act and Rules for uses authorized in OAR 660-006-0025, subsections  
46 (4)(e), (m), (s), (t), and (w).

1  
2 **D.5. STRUCTURAL STANDARD**  
3

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

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

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

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

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

**D.6. SOIL PROTECTION**

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

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

- (a) Avoid excavation and other soil disturbances beyond that necessary for construction of the facility or confine equipment use to specific areas.
- (b) Remove vegetation only as necessary.
- (c) Apply water or mulch, as necessary, for wind erosion control during construction.
- (d) Revegetate those construction areas that will no longer be used.
- (e) Use temporary erosion and sediment control measures, such as sediment fences, straw wattles, bio-filter bags, mulch, permanent and temporary

1 seeding, sediment traps and/or basins, rock check dams or gravel filter  
2 berms, and gravel construction entrances, and maintain these features  
3 throughout construction and restoration to reduce the potential for soil  
4 erosion and sediment runoff.

5  
6 (f) Protect soil stockpiles with mulch and plastic sheeting.  
7

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

11  
12 (4) After completing construction in an area, the Certificate Holder shall monitor the  
13 construction area for a period of 12 months to evaluate whether construction-  
14 related impacts to soils are being adequately addressed by the mitigation  
15 procedures described in the Sediment Erosion and Control Plan. It shall submit its  
16 quality assurance measures to the Department for approval before beginning  
17 monitoring.

18  
19 (5) After completing construction in an area, the Certificate Holder shall use the  
20 results of the monitoring program in Condition D.6(4) to identify remaining soil  
21 impacts associated with construction that require mitigation. As necessary, the  
22 Certificate Holder shall implement follow-up restoration measures to address  
23 those remaining impacts and shall report in a timely manner to the Department  
24 what measures it has taken.

25  
26 (6) The Certificate Holder shall remove trapped sediment when the capacity of the  
27 sediment trap has been reduced by 50 percent and shall place such sediment in an  
28 upland area certified by a qualified wetland specialist.

29  
30 (7) The Certificate Holder shall contain all fuel and chemical storage in paved spill  
31 containment areas with a curb.

32  
33 (8) The Certificate Holder shall design all inside spill containment areas to hold at  
34 least 110 percent of the volume of liquids stored within them.

35  
36 (9) The Certificate Holder shall design all spill containment areas located outdoors to  
37 hold at least 110 percent of the volume of liquids stored within them, together  
38 with the volume of precipitation that might accumulate during the 100-year return  
39 frequency storm.

40  
41 (10) During operation, the Certificate Holder shall minimize drift from the cooling  
42 towers through the use of high efficiency drift eliminators that allow no more than  
43 0.002 percent drift.  
44  
45

1 **D.7. PROTECTED AREAS**

2 [No Conditions]

3  
4 **D.8. FISH AND WILDLIFE HABITAT**

5  
6 (1) The Certificate Holder shall, to the extent practicable, avoid and, where avoidance  
7 is not possible, minimize construction and operation disturbance to areas of native  
8 vegetation and areas that provide important wildlife habitat. With respect to  
9 construction of the facility, the Certificate Holder shall mitigate possible impacts  
10 to wildlife by measures including, but not limited to, the following:

11  
12 (a) Posting speed limit signs throughout the energy facility construction zone.

13  
14 (b) Instructing construction personnel, including construction contractors and  
15 their personnel, on sensitive wildlife of the area and on required  
16 precautions to avoid injuring or destroying wildlife.

17  
18 (c) Instructing construction personnel, including construction contractors and  
19 their personnel, to watch out for wildlife while driving through the facility  
20 site, to maintain reasonable driving speeds so as not to harass or strike  
21 wildlife accidentally, and to be cautious and drive at slower speeds in a  
22 period from one hour before sunset to one hour after sunrise when some  
23 wildlife species are the most active.

24  
25 (d) Requiring construction personnel, including construction contractors and  
26 their personnel, to report any injured or dead wildlife detected at the  
27 facility site.

28  
29 (2) The Certificate Holder shall construct, operate and retire the facility to minimize  
30 impacts to vegetation and habitat.

31  
32 (a) The energy facility shall be located within previously disturbed Habitat  
33 Category 6, non-native grassland Habitat Category 4, and palustrine  
34 emergent and forested/scrub-shrub wetlands Habitat Category 3.

35  
36 (b) The Certificate Holder shall limit Habitat Category 3 impacts to 0.43 acres  
37 of permanent impact within palustrine emergent and forested/scrub-shrub  
38 wetlands.

39  
40 (3) The Certificate Holder shall site transmission towers outside wetlands and  
41 waterways to the greatest extent practicable. If the Certificate Holder must site  
42 transmission towers in riparian zones or wetlands, the Certificate Holder shall use  
43 a monopole design for the transmission towers to minimize ground impacts and  
44 vegetation control, except where it would have to cross the existing BPA lines.  
45

- 1 (4) The Certificate Holder shall prohibit construction and maintenance equipment  
2 from entering perennial and intermittent streams, except as follows:  
3  
4 (a) Construction equipment may cross a stream if it is dry;  
5  
6 (b) Construction equipment may cross streams that are not dry by using  
7 temporary structures to bridge the stream in a manner that minimizes  
8 disturbance to the bed, banks and water of the stream;  
9  
10 (c) Construction equipment may cross a wet stream if the Certificate Holder  
11 notifies the Division of State Lands, the Oregon Department of Fish and  
12 Wildlife (“ODFW”) and the Department of its intent to cross the stream  
13 prior to the crossing and these agencies concur that the crossing is  
14 acceptable.  
15  
16 (A) The Certificate Holder shall return any stream bed or bank that it  
17 disturbs during construction or maintenance to conditions that are  
18 comparable to pre-disturbed conditions, including stabilizing the  
19 bed and banks and revegetating the riparian area with appropriate  
20 plant species.  
21  
22 (B) The Certificate Holder shall construct wet stream crossings within  
23 the ODFW-designated in-water work period.  
24  
25 (C) The Certificate Holder shall keep the wet stream crossing width to  
26 the minimum needed.  
27  
28 (5) The Certificate Holder shall take advantage of existing roads to the extent  
29 practicable.  
30  
31 (6) Before beginning construction of the energy facility or beginning construction of  
32 the transmission lines, and in the appropriate season, the Certificate Holder shall  
33 conduct wildlife surveys within 0.25 miles of the site to locate great blue heron  
34 rookeries. Should it locate rookeries, the Certificate Holder shall consult with  
35 ODFW and the Department to determine the action necessary to avoid adverse  
36 impacts. If it cannot avoid impacts, the Certificate Holder shall suspend  
37 construction in the affected areas during the critical nesting period of the species,  
38 as determined by the Department in consultation with ODFW.  
39  
40 (7) The Certificate Holder will confirm breeding status and nest location of the Crims  
41 Island bald eagles each year and consult with the Department and ODFW  
42 concerning the need for monitoring and/or modifications to construction activities  
43 if:  
44  
45 a) the project scope changes in a manner that may affect the bald eagles;  
46 and/or,

1  
2 b) the location(s) of bald eagle nests on Crims Island changes (e.g. moves  
3 closer to the project construction site). [Amendment No. 7]  
4

5 (8) As possible and practicable, the Certificate Holder shall conduct site preparation  
6 for construction of the PW2 facility in a manner that minimizes potential for  
7 impacting nesting native birds protected by the Migratory Bird Treaty Act  
8 (MBTA), such as conducting initial site clearing outside of the breeding season  
9 for most birds (generally March-July). Prior to commencement of construction  
10 activity during the breeding season, a qualified biologist will conduct a walk-  
11 down of the construction site to determine the presence of any active bird nests.  
12 Construction personnel will be trained regarding avian awareness issues and  
13 reporting of bird nests and dead birds found at the construction site (also see  
14 Condition D.8(1) for wildlife awareness requirements). The Certificate Holder  
15 will consult with USFWS and ODFW regarding any active bird nests found  
16 within the construction disturbance area. [Amendment No. 7]

17  
18 (9) The Certificate Holder shall schedule construction at the existing raw water intake  
19 pump station to avoid the purple martin nesting season (April 1 through June 30).  
20 Before beginning construction at the existing raw water intake pump station, the  
21 Certificate Holder shall conduct a survey to determine the exact location of any  
22 purple martin nests. Should the Certificate Holder cause unavoidable impacts to  
23 occur to any purple martin nest, it shall construct, install and maintain an artificial  
24 nest site at a nearby location. It shall pick an appropriate location in consultation  
25 with ODFW and the Department.  
26

27 (10) When working around riparian areas or waterways, the Certificate Holder shall  
28 use only herbicide labeled for use in those areas. The Certificate Holder shall  
29 abide by all labeling instructions when using herbicides for vegetation  
30 maintenance associated with the energy facility and transmission lines rights-of-  
31 way.  
32

33 (11) The Certificate Holder shall locate chemical storage, servicing of construction and  
34 maintenance equipment and vehicles, and overnight storage of wheeled vehicles  
35 at least 330 feet from any wetland or waterway.  
36

37 (12) The Certificate Holder shall not construct any structure other than fences, signs  
38 and the water supply pipeline within 50 feet of any Class I river, stream or the  
39 emergent vegetation adjacent to such a river or stream or within 25 feet of any  
40 other rivers, streams, and sloughs or the emergent vegetation adjacent to such a  
41 river, stream, or slough or within the riparian corridors established under  
42 Columbia County Zoning Ordinance Section 1172, as appropriate for the local  
43 jurisdiction. [Amendment No. 2]  
44

- 1 (13) To mitigate for impacts to 19 acres of non-native grassland, the Certificate Holder  
2 shall protect 19 acres of on-site emergent wetland habitat identified in the ASC by  
3 execution of a conservation easement for the life of the energy facility. Before  
4 beginning construction of Phase 1 of the energy facility, the Certificate Holder  
5 shall provide a copy of the conservation easement or similar conveyance to the  
6 Department. [Amendment No. 1]  
7
- 
- 8 (14) The Certificate Holder shall restore temporary upland and wetland disturbance  
9 areas by returning the areas to their original grade and seeding, with appropriate  
10 seed mixes as recommended by ODFW and as described in Exhibit P, Section  
11 P.8.1, of Certificate Holder's Request for Amendment No. 7,<sup>4</sup> and by mulching  
12 the areas with straw. [Amendment No. 7]  
13
- 14 (15) The Certificate Holder shall not clear any more riparian vegetation than is  
15 necessary for the permitted land use, including clearing required for safety  
16 purposes, during construction or operation of the facility.  
17
- 18 (16) During construction of the transmission line(s) and maintenance of the rights-of-  
19 way, the Certificate Holder shall limit clearing of vegetation in riparian areas and  
20 wetlands to that needed to prevent contact with the transmission line and to meet  
21 clearance standards for safety and transmission line reliability, as provided in the  
22 appropriate sections of the National Electrical Code. [Amendment No. 2]  
23
- 24 (17) The Certificate Holder shall mitigate for impacts to riparian shrub and forest  
25 habitat that result in canopy cover of less than 25 percent by revegetating these  
26 areas with appropriate native woody species according to the Typical  
27 Revegetation Plan (ASC, Exhibit Q, page Q-6.1).  
28
- 29 (18) The Certificate Holder shall, as soon as practicable and appropriate after  
30 completing construction in an area, implement the mitigation measures specified  
31 in Conditions D.8(13), D.8(14) and D.8(17).  
32
- 33 (19) The Certificate Holder shall monitor revegetated areas for a period of five years  
34 and shall ensure that new vegetation has an 80 percent survival rate.  
35
- 36 (20) The Certificate Holder shall monitor and control nuisance and invasive plant  
37 species annually for a period of five years in areas where vegetation removal  
38 and/or revegetation has occurred in (1) riparian areas and wetlands along the  
39 transmission line rights-of-way, and (2) in areas temporarily disturbed by  
40 construction of the raw water, gas, and process water discharge lines, in the

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

1 temporary construction staging and laydown area northwest of the energy facility  
2 site, and in the spoils disposal site. [Amendment No. 3]  
3

- 4 (21) The Certificate Holder shall submit an annual monitoring report to ODFW and the  
5 Department during the five-year monitoring period specified in Condition  
6 D.8(20).  
7

- 
- 8 (22) Within one year after completion of construction of the facility or the Port  
9 Westward to BPA Allston Substation Transmission Line, if constructed  
10 separately, the Certificate Holder shall provide a summary report to ODFW and  
11 the Department that identifies the revegetation actions it took and the results of  
12 revegetation monitoring conducted to that time. If the Certificate Holder  
13 constructs the energy facility in phases, the Certificate Holder shall provide the  
14 summary report to ODFW and the Department within one year after completion  
15 of each phase. [Amendment No. 1]  
16

- 17 (23) Within three months after completion of the final annual monitoring survey, the  
18 Certificate Holder shall provide a report to ODFW and the Department that  
19 presents the results of its revegetation monitoring.  
20

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

- 25 (25) To mitigate for impacts to 8.5 acres of non-native grassland, the Certificate  
26 Holder shall protect and enhance at least 8.5 acres of on-site emergent wetland  
27 habitat identified in Certificate Holder's Request for Amendment No. 7 by  
28 execution of a conservation easement for the life of the energy facility. Habitat  
29 enhancement measures will include planting of trees and shrubs and controlling  
30 invasive plant species as described in revised Exhibit P, Section P.8.1 of  
31 Certificate Holder's Request for Amendment No. 7, November 19, 2009 revision  
32 (Attachment D of the Site Certificate). Before beginning construction of Unit 2 of  
33 the energy facility, the Certificate Holder shall provide a copy of the conservation  
34 easement or similar conveyance to the Department. [Amendment No. 7]  
35  
36

#### 37 **D.9. THREATENED AND ENDANGERED SPECIES** 38

- 39 (1) Before beginning construction of the transmission line between the BPA Allston  
40 Substation and the Trojan Nuclear Plant, the Certificate Holder shall direct  
41 qualified personnel to conduct species ground surveys along the transmission line  
42 corridor and within 150 feet on either side of the transmission line corridor at the  
43 appropriate time of year to determine the presence of listed plant species. If listed  
44 plant species are identified in the course of the species ground surveys, their  
45 presence shall be noted on maps, and PGE shall provide copies of the maps to the  
46 Department and the Department of Agriculture.

- 1  
2 (2) During construction of the transmission lines, the Certificate Holder shall  
3 manipulate construction equipment and site poles, towers and access roads to  
4 avoid impacts, except as provided in Condition D.9(4), to known populations of  
5 state- or federally-listed plant species.  
6
- 
- 7 (3) The Certificate Holder shall ensure that all maintenance practices along the  
8 transmission line corridor minimize impacts to known populations of listed plant  
9 species.  
10
- 11 (4) In the event the Certificate Holder determines that it cannot avoid known  
12 populations of listed plant species, the Certificate Holder shall engage qualified  
13 personnel to determine whether the proposed action has the potential to reduce  
14 appreciably the likelihood of the survival or recovery of the listed species, notify  
15 the Department of its findings, and obtain approval from the Oregon Department  
16 of Agriculture before proceeding with construction activities that affect the listed  
17 plant species. (OAR 603-073-0090).  
18
- 19 (5) Before beginning construction of the transmission line, the Certificate Holder  
20 shall employ measures to protect raptors in the design and construction of  
21 transmission lines. It shall design all energized transmission conductors with  
22 either a minimum separation of nine feet or other measures to reduce the potential  
23 for electrocution of raptors or other birds.  
24
- 25 (6) The Certificate Holder shall not conduct construction activities at the transmission  
26 line terminus at the Trojan Nuclear Plant that generate extreme noise or high  
27 levels of visual disturbance during the peregrine falcon critical nesting period  
28 from January 1 to June 30. Such activities include pile driving, excavation, and  
29 grading for ground stabilization purposes and site preparation. Construction  
30 activities involving lower levels of visible activity and less noise are allowed  
31 throughout the year. These include such activities as excavating and setting forms,  
32 pouring footings, erecting power line towers and bus duct, hanging conductor  
33 wires, installing control wires, and testing.  
34
- 35 (a) Prior to beginning construction at the terminus site, the Certificate Holder  
36 shall provide the Department and ODFW with a final construction  
37 schedule that lists various construction activities, and time periods when  
38 specific work will be conducted. The schedule shall include information  
39 on the types of heavy construction equipment that will be used and the  
40 approximate number of workers and shall demonstrate that the  
41 construction activities are consistent with the limitations of this condition.  
42 The Certificate Holder shall provide scheduling updates as necessary to  
43 alert the Department and ODFW ahead of time of any proposed changes in  
44 the work schedule should the changes occur during the critical nesting  
45 period.  
46

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

11  
12 (c) The Certificate Holder shall not proceed with construction activity at the  
13 transmission line terminus at the Trojan Nuclear Plant during the peregrine  
14 falcon critical nesting period from January 1 to June 30 to the extent that  
15 ODFW or the Department determines that the activity is not consistent  
16 with the limitations of this condition. [Amendment No. 3]  
17

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

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

27 (9) The Certificate Holder shall not undertake construction at the energy facility site  
28 during the bald eagle nesting season unless it obtains a final Biological Opinion  
29 and Incidental Take Statement issued by the U.S. Fish and Wildlife Service that  
30 addresses potential impacts to the bald eagle nest site on the northwest tip  
31 (downstream end) of Crims Island.  
32

33 (a) The Certificate Holder shall construct and operate the energy facility  
34 consistent with the final Biological Opinion and Incidental Take Statement  
35 issued by the U.S. Fish and Wildlife Service.  
36

37 (b) If the requirements of the Biological Opinion and Incidental Take  
38 Statement conflict with any conditions imposed in this Site Certificate, the  
39 Certificate Holder shall consult with the Department and ODFW to  
40 resolve the conflicts prior to taking any action in reliance on the Biological  
41 Opinion and Incidental Take Statement. [Amendment No. 3]  
42

#### 43 **D.10. SCENIC AND AESTHETIC VALUES** 44

45 (1) During construction of the facility, the Certificate Holder shall ensure that  
46 contractors move equipment out of the construction area when it is no longer

1 expected to be used. To the extent practical, contractors shall lower equipment  
2 with long arms, such as cranes, bucket trucks, backhoes, when not in use in order  
3 to minimize visibility.

- 4  
5 (2) During construction of the facility, the Certificate Holder shall control dust  
6 through the application of water.  
7

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

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

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

- 22 (6) The Certificate Holder shall paint structures with low-glare paint in colors  
23 selected to complement the surrounding foreground and background colors.  
24

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

#### 31 **D.11. HISTORIC, CULTURAL AND ARCHAEOLOGICAL RESOURCES**

32

- 33 (1) Before beginning construction of the Port Westward to BPA Allston Substation  
34 Transmission Line or the BPA Allston Substation to Trojan Transmission Line,  
35 the Certificate Holder shall complete an archaeological survey of the approved  
36 transmission line corridors in consultation with the Oregon Historic Preservation  
37 Office ("SHPO"), the Confederated Tribes of the Warm Springs Indian  
38 Reservation of Oregon, the Confederated Tribes of the Grand Ronde Community  
39 of Oregon, the Confederated Tribes of the Siletz Indian Reservation of Oregon,  
40 the Chinook Tribe in Washington, and appropriate federal agencies. The  
41 Certificate Holder shall ensure that a qualified archaeologist evaluates all cultural  
42 resources identified during the cultural resources survey. The Certificate Holder  
43 shall report to SHPO and the Department about whether its archaeologist  
44 recommends that a discovery is significant or not significant. If SHPO determines  
45 that a discovery is significant, the Certificate Holder shall make recommendations  
46 to the Council for mitigation in consultation with SHPO, the Department, the

1 tribes, and other appropriate parties. Mitigation measures shall include avoidance  
2 or data recovery. [Amendment No. 1]

3  
4 (2) During construction of the facility, the Certificate Holder shall ensure that a  
5 qualified person instructs construction personnel in the identification of cultural  
6 materials.  
7

---

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

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

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

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

#### 42 **D.12. RECREATION**

43 [No Conditions]  
44  
45

1 **D.13. PUBLIC SERVICES**

- 2
- 3 (1) During construction, the Certificate Holder shall hire a contractor to provide  
4 chemical toilet services or other appropriate facilities for construction personnel.  
5
- 6 (2) The Certificate Holder shall conduct a new Traffic Impact Analysis Study  
7 according to parameters agreed to by Columbia County and the Certificate Holder  
8 within 6 months from the date of issuance of Amendment 7 to PGE's Site  
9 Certificate, and shall enter into an Amended Traffic Improvement Agreement and  
10 pay a new Traffic Improvement Contribution to Columbia County according to  
11 the Amended Traffic Improvement Agreement and consistent with the new  
12 Traffic Impact Analysis Study. [Amendment No. 7]  
13
- 14 (3) The Certificate Holder shall not agree to amend the Agreement with Columbia  
15 County to reduce, revoke or waive the requirement for payment of the appropriate  
16 TIC without prior approval of the Council; however, such approval by the  
17 Council shall not require an amendment to the Site Certificate.  
18
- 19 (4) Before beginning construction of the energy facility, the Certificate Holder shall  
20 coordinate with Columbia County the improvement and maintenance of signage  
21 and striping at the mainline rail crossing on Kallunki Road, including the  
22 installation of "DO NOT STOP ON TRACKS" signs.  
23
- 24 (5) If construction of the energy facility occurs concurrently with construction of  
25 other projects in the Port Westward Industrial Area, the Certificate Holder shall  
26 coordinate with other users of the Port Westward Industrial Area to provide a  
27 carpooling program that identifies and/or creates park-and-ride locations to  
28 facilitate carpooling.  
29
- 30 (6) If construction of the energy facility occurs concurrently with construction of  
31 other projects in the Port Westward Industrial Area, the Certificate Holder shall  
32 coordinate with Columbia County and other users of the Port Westward Industrial  
33 Area on the implementation of a staggered shift schedule if Columbia County  
34 determines that traffic conditions warrant it.  
35
- 36 (7) During construction of the energy facility, the Certificate Holder shall use barge  
37 and railroad deliveries of bulk materials to the extent practicable to minimize the  
38 number of freight truck deliveries on local roads.  
39
- 40 (8) The Certificate Holder shall construct a fire protection system within the  
41 buildings and yard areas of the energy facility site that meets the requirements of  
42 the Uniform Fire Code, as amended by Oregon and the National Fire Protection  
43 Association standards, and all other applicable fire protection standards in effect  
44 at the time of construction.  
45

- 1 (9) The Certificate Holder shall provide a dedicated reserve capacity of 180,000  
2 gallons in the raw water storage tank to serve as the fire suppression water source.  
3
- 4 (10) For fire truck access, the minimum inside turning radius of curves in the road  
5 system on the energy facility site shall be 40 feet.  
6
- 7 (11) Prior to start of construction of Unit 2 of the energy facility, the certificate holder  
8 shall obtain from the Water Resources Department (WRD) a permanent water  
9 right transfer subject to the following conditions:
- 10 a. The right to the use of the water is restricted to the beneficial use at the place of  
11 use described in transfer application T-10955, and is subject to all other  
12 conditions and limitations contained in Certificate 81969, and any related decree.
- 13 b. The quantity of water diverted at the new point of diversion, shall not exceed the  
14 quantity of water (3.0 cfs) lawfully available at the original point of diversion.
- 15 c. WRD may require the water user to install a headgate, a totalizing flow meter, or  
16 other suitable measuring devices at the point of diversion. If WRD notifies the  
17 water user to install a headgate, a totalizing flow meter, or other measuring  
18 devices, the water user shall install such devices specified by WRD within the  
19 period allowed in the notice. Once installed, the water user shall maintain the  
20 meters or measuring devices in good working order and shall allow the  
21 Watermaster access to the meters or measuring devices.
- 22 d. The water user shall maintain and operate a fish screening and/or by-pass device,  
23 as appropriate, at the point of diversion consistent with the Oregon Department of  
24 Fish and Wildlife's operational and maintenance standards.
- 25 e. The approved changes shall be completed and full beneficial use of the water  
26 shall be made on or before October 1, 2014. A Claim of Beneficial Use prepared  
27 by a Certified Water Rights Examiner shall be submitted by the Certificate Holder  
28 to the Department within one year after the deadline for completion of the  
29 changes and full beneficial use of the water.  
30
- 31 f. Prior to issuance of the permanent transfer, the certificate holder shall provide to  
32 ODOE and WRD a report of land ownership for the lands to which the water right  
33 is appurtenant (the FROM lands). The report must be prepared by a title company.  
34 The title company's report must either be: 1) prepared within three months of the  
35 Energy Facility Siting Council's Final Order on PWGP Amendment 7, or 2)  
36 reflect ownership information within three months of the recording of any water  
37 right conveyance agreements for the property in the county deed records. The  
38 ownership report shall include:  
39
- 40 (A) Date reflected by the ownership information  
41 (B) List of owners at that time

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

3 (D) A notarized statement of consent from any landowner listed in the ownership  
4 report who is not already included in the transfer application, or other  
5 information such as a water right conveyance agreement, if applicable.  
6 [Amendment No. 7]

---

7  
8 **D.14. WASTE MINIMIZATION, OAR 345-022-0120**  
9

10 (1) During construction, operation and retirement of the energy facility, the  
11 Certificate Holder shall separate recyclable materials from the solid waste stream  
12 to the extent practicable, store those materials on site until sufficient quantities  
13 exist to make recycling economic, and periodically deliver or sell those materials  
14 to a recycling facility.  
15

16 (2) During construction, operation and retirement of the energy facility, the  
17 Certificate Holder shall segregate all used oil, mercury-containing lights, and  
18 lead-acid and nickel-cadmium batteries, store such materials on site, and deliver  
19 such materials to a recycling firm specializing in the proper disposal of such  
20 materials.  
21

22 (3) Upon completion of construction, the Certificate Holder shall dispose of all  
23 temporary structures not required for facility operation and all timber, brush,  
24 refuse, and flammable or combustible material resulting from clearing of land and  
25 construction of the facility.  
26

27 (4) During operation of the energy facility, the Certificate Holder shall convey all  
28 storm water and water discharges other than sanitary sewage to pervious areas to  
29 allow for percolation into the shallow groundwater.  
30

31 (5) During operation of the energy facility, the Certificate Holder shall use internal  
32 recycling of aqueous streams whereby water shall be recycled several times in the  
33 cooling system before being discharged.  
34

35 **D.15. CARBON DIOXIDE STANDARD**  
36

37 (1) Before beginning construction of Phase 1 and Phase 2 of the energy facility,  
38 respectively, the Certificate Holder shall submit to The Climate Trust a bond or  
39 letter of credit in the amount of the monetary path payment requirement (in 2002  
40 dollars for Phase 1 and in 1<sup>st</sup> quarter 2010 dollars for Phase 2) as determined by  
41 the calculations set forth in Condition D.15(3) and based on the estimated heat  
42 rates and capacities certified pursuant to Condition D.15(4) and as adjusted in  
43 accordance with the terms of this Site Certificate pursuant to Condition  
44 D.15(3)(c). For the purposes of this Site Certificate, the "monetary path payment  
45 requirement" means the offset funds determined pursuant to OAR 345-024-0550  
46 and -0560 and the selection and contracting funds that the Certificate Holder must

1 disburse to The Climate Trust, as the qualified organization, pursuant to OAR  
2 345-024-0710 and this Site Certificate. The offset fund rate for the monetary path  
3 payment requirement shall be \$0.85 per ton of carbon dioxide (in 2002 dollars)  
4 for Phase 1 and \$1.27 per ton of carbon dioxide (in 1<sup>st</sup> quarter 2010 dollars) for  
5 Phase 2. The calculation of 2002 and 1<sup>st</sup> quarter 2010 dollars shall be made using  
6 the Index set forth in Condition D.3(5) and as required below in subsection (g).  
7 [Amendments No. 1, 6 & 7]

- 8
- 9 (a) The form of the bond or letter of credit and identity of the issuer shall be  
10 subject to approval by the Council.
- 11
- 12 (b) The form of the Memorandum of Understanding “MOU”) between the  
13 Certificate Holder and the Climate Trust establishing the disbursement  
14 mechanism to transfer selection and contracting funds and offset funds to  
15 The Climate Trust shall be substantially in the form of Attachment A to  
16 this Site Certificate.
- 17
- 18 (c) Either the Certificate Holder or The Climate Trust may submit to the  
19 Council for the Council’s resolution any dispute between the Certificate  
20 Holder and The Climate Trust that concerns the terms of the bond, letter of  
21 credit, or MOU concerning the disbursement mechanism for the monetary  
22 path payments, or any other issues related to the monetary path payment  
23 requirement. The Council’s decision shall be binding on all parties.
- 24
- 25 (d) The bond or letter of credit shall remain in effect until such time as the  
26 Certificate Holder has disbursed the full amount of the monetary path  
27 payment requirement to The Climate Trust. The Certificate Holder may  
28 reduce the amount of the bond or letter of credit commensurate with  
29 payments it makes to The Climate Trust. The bond or letter of credit shall  
30 not be subject to revocation before disbursement of the full monetary path  
31 payment requirement.
- 32
- 33 (e) In the event that the Council approves a new Certificate Holder for the  
34 energy facility:
- 35
- 36 (A) The new Certificate Holder shall submit to the Council for the  
37 Council’s approval the form of a bond or letter of credit that  
38 provides comparable security to the bond or letter of credit of the  
39 current Certificate Holder. The Council’s approval of a new bond  
40 or letter of credit shall not require a site certificate amendment.
- 41
- 42 (B) The new Certificate Holder shall submit to the Council for the  
43 Council’s approval the form of an MOU between the new  
44 Certificate Holder and The Climate Trust that is substantially in the  
45 form of Attachment A to this Site Certificate. In the case of a  
46 dispute between the new Certificate Holder and The Climate Trust

1 concerning the disbursement mechanism for monetary path  
2 payments or any other issues related to the monetary path payment  
3 requirement, either party may submit the dispute to the Council for  
4 the Council's resolution as provided in Condition D.15(1)(c).  
5 Council approval of a new MOU shall not require a site certificate  
6 amendment.  
7

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

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

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

26 (a) The Certificate Holder shall disburse all selection and contracting funds to  
27 The Climate Trust before beginning construction.  
28

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

37 (c) The Climate Trust may request disbursement of offset funds by providing  
38 notice to the issuer of the bond or letter of credit that The Climate Trust  
39 has executed a letter of intent to acquire an offset project. The Certificate  
40 Holder shall provide that the issuer of the bond or letter of credit disburse  
41 offset funds to The Climate Trust within three business days of a request  
42 by The Climate Trust for the offset funds in accordance with the terms of  
43 the bond or letter of credit.  
44

45 (3) The Certificate Holder shall submit all monetary path payment requirement  
46 calculations to the Department for verification in a timely manner before

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

10  
11 (a) The net carbon dioxide emissions rate for the base load gas plant shall not  
12 exceed 0.675 pounds of carbon dioxide per kilowatt-hour of net electric  
13 power output, with carbon dioxide emissions and net electric power output  
14 measured on a new and clean basis, as defined in OAR 345-001-0010.  
15

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

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

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

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

43 (4) The Certificate Holder shall include an affidavit certifying the heat rates and  
44 capacities reported in subsections (a), (b), (e) and (f).  
45

- 1 (a) Before beginning construction of the energy facility, the Certificate Holder  
2 shall notify the Council in writing of its final selection of a gas turbine  
3 vendor and heat recovery steam generator vendor and shall submit written  
4 design information to the Council sufficient to verify the base-load gas  
5 plant's designed new and clean heat rate (higher heating value) and its net  
6 power output at the average annual site condition.  
7
- 
- 8 (b) Before beginning construction of the energy facility, the Certificate Holder  
9 shall submit written design information to the Council sufficient to verify  
10 the facility's designed new and clean heat rate and its net power output at  
11 the average annual site condition when operating with power  
12 augmentation technologies.  
13
- 14 (c) Before beginning construction of the energy facility, the Certificate Holder  
15 shall specify the estimated annual average hours that it expects to operate  
16 the power augmentation technologies.  
17
- 18 (d) Upon a timely request by the Certificate Holder, the Department may  
19 approve modified parameters for testing the power augmentation  
20 technologies on a new and clean basis, pursuant to OAR 345-024-0590(1).  
21 The Department's approval of modified testing parameters for power  
22 augmentation technologies shall not require a site certificate amendment.  
23
- 24 (e) Before beginning construction of Unit 2, the Certificate Holder shall  
25 notify the Council in writing of its final selection of the quantities and  
26 vendors for reciprocating engines and combustion turbine generators and  
27 shall submit written design information to the Council sufficient to verify  
28 the non-base load power plant's designed new and clean heat rate (higher  
29 heating value) and its net power output at the average annual site  
30 condition. [Amendment No. 7]  
31
- 32 (f) Before beginning construction of Unit 2, the Certificate Holder shall  
33 specify the estimated annual average hours that it expects to operate each  
34 type of generating unit. The Certificate Holder may estimate annual  
35 average hours of operation in a manner consistent with OAR 345-001-  
36 0010(38). [Amendment No. 7]  
37
- 38 (g) Upon a timely request by the Certificate Holder, the Department may  
39 approve modified parameters for testing the non-base load power plants of  
40 Unit 2 on a new and clean basis, pursuant to OAR 345-024-0590(1). The  
41 Department's approval of modified testing parameters for non-base load  
42 power plants shall not require a site certificate amendment. [Amendment  
43 No. 7]  
44
- 45 (5) Within the first 12 months of commercial operation of each phase of the energy  
46 facility, the Certificate Holder shall conduct a 100-hour test at full power without

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

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

14 (b) Year One Test-2 shall determine the actual heat rate ("Year One Heat  
15 Rate-2") and net electric power output ("Year One Capacity-2") for the  
16 facility operating with power augmentation technologies, without  
17 degradation, with the results adjusted for the average annual site condition  
18 for temperature, barometric pressure and relative humidity, and using a  
19 rate of 117 pounds of carbon dioxide per million Btu of natural gas fuel  
20 pursuant to OAR 345-001-0010(35). The full power test shall be 100  
21 hours duration unless the Department has approved a different duration  
22 pursuant to Condition (4)(d) or (4)(g). [Amendment No. 7]  
23

24 (c) The Certificate Holder shall notify the Department at least 60 days before  
25 conducting the tests required in subsections (a) and (b) unless a shorter  
26 time is mutually agreed upon.  
27

28 (d) Before conducting the tests required in subsections (a) and (b), the  
29 Certificate Holder shall, in a timely manner, provide to the Department a  
30 copy of the protocol for conducting the tests.  
31

32 (e) Within two months after completing the Year One Tests, the Certificate  
33 Holder shall provide to the Council a report of the results of the Year One  
34 Tests.  
35

36 (f) If the certificate holder elects to report all carbon dioxide emissions based  
37 on direct measurements pursuant to OAR 345-024-0590(5)(b), then the  
38 Year One Test for Unit 2 is not required. However, if the Year One test is  
39 not performed, then the certificate holder must continue to report carbon  
40 dioxide emissions using actual measured emissions as reported to the  
41 Department of Environmental Quality or the U.S. Environmental  
42 Protection Agency for all subsequent five year periods over the life of Unit  
43 2, and may not change its election to report based on new and clean heat  
44 rate in any subsequent five year period. [Amendment No. 7]  
45

- 1 (g) If the Year One test is not performed for Unit 2 pursuant to subsection (f)  
2 of this condition, then the certificate holder shall report its net kWh  
3 generation and actual measured carbon dioxide emissions for the 12 month  
4 period following start of commercial operation of Unit 2. The certificate  
5 holder shall report the net kWh generation and actual carbon dioxide  
6 emissions for this period to the Department within two months of the end  
7 of the first 12 month period. The certificate holder shall use the net kWh  
8 generation and measured carbon dioxide emissions to perform the  
9 calculations to determine if supplemental monetary path payments are  
10 needed as set forth in Condition D.15(6). The certificate holder shall  
11 submit these calculations to the Department for verification as set forth in  
12 Condition D.15(7). [Amendment No. 7]  
13
- 14 (6) If calculations pursuant to Condition D.15(7) demonstrate that the Certificate  
15 Holder must supplement its monetary path payments (“supplemental monetary  
16 path payment requirement”), the Certificate Holder shall provide a bond or letter  
17 of credit sufficient to meet the supplemental monetary path payment requirement  
18 within the time required by Condition D.15(7)(b). The bond or letter of credit  
19 shall not be subject to revocation before disbursement of the supplemental  
20 monetary path payment requirement. Alternately, the Certificate Holder may  
21 disburse in cash any such supplemental monetary path payments directly to The  
22 Climate Trust within the time required by Condition D.15(7). [Amendment No. 7]  
23
- 24 (7) The Certificate Holder shall submit all supplemental monetary path payment  
25 requirement calculations and data to the Department for verification.  
26 [Amendment No. 7]  
27
- 28 (a) Each five years after beginning commercial operation of Unit 1 (“Unit 1  
29 five-year reporting period”), the Certificate Holder shall report to the  
30 Department the annual average hours Unit 1 operated with power  
31 augmentation technologies during that Unit 1 five-year reporting period,  
32 pursuant to OAR 345-024-0590(6). The Certificate Holder shall use the  
33 Year One Capacity-2 and Year One Heat Rate-2 that it reports for Unit 1  
34 pursuant to Condition D.15(5)(b) to calculate whether it owes  
35 supplemental monetary path payments. The Certificate Holder shall  
36 submit Unit 1 five-year reports to the Department within 30 days of the  
37 anniversary date of beginning commercial operation of Unit 1.  
38 [Amendment No. 7]  
39
- 40 (b) If the Department determines that Unit 1 exceeds the projected net total  
41 carbon dioxide emissions calculated pursuant to Conditions D.15(4) and  
42 D.15(5), prorated for five years, during any Unit 1 five-year reporting  
43 period described in subsection (a), the Certificate Holder shall offset  
44 excess emissions for the specific reporting period according to subsection  
45 (A) and shall offset the estimated future excess emissions according to  
46 subsection (B), pursuant to OAR 345-024-0600(4). The Certificate Holder

1 shall offset excess emissions using the monetary path as described in OAR  
2 345-024-0710, except that contracting and selecting funds shall equal  
3 twenty (20) percent of the value of any offset funds up to the first  
4 \$250,000 (in 2002 dollars) and 4.286 percent of the value of any offset  
5 funds in excess of \$250,000 (in 2002 dollars). The Certificate Holder shall  
6 disburse the funds to The Climate Trust within 30 days after notification  
7 by the Department of the amount that the Certificate Holder owes.

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8 [Amendment No. 7]  
9

10 (A) In determining the excess carbon dioxide emissions that the  
11 Certificate Holder must offset for a Unit 1 five-year period, the  
12 Department shall apply OAR 345-024-0600(4)(a). The Certificate  
13 Holder shall pay for the excess emissions at \$0.85 per ton of  
14 carbon dioxide emissions (in 2002 dollars). The Department shall  
15 notify the Certificate Holder and The Climate Trust of the amount  
16 of payment required, using the monetary path, to offset excess  
17 emissions. [Amendments No. 6 & 7]  
18

19 (B) The Department shall calculate estimated future excess emissions  
20 and notify the Certificate Holder of the amount of payment  
21 required, using the monetary path, to offset them. To estimate  
22 excess emissions for the remaining period of the deemed 30-year  
23 life of the facility, the Department shall use the parameters  
24 specified in OAR 345-024-0600(4)(b). The Certificate Holder shall  
25 pay for the estimated excess emissions at \$ 0.85 per ton of carbon  
26 dioxide (in 2002 dollars). The Department shall notify the  
27 Certificate Holder of the amount of payment required, using the  
28 monetary path, to offset future excess emissions. [Amendments  
29 No. 6 & 7]  
30

31 (c) At the time the Certificate Holder submits to the Department the  
32 information required by Condition D.15(4)(e) and (f), the Certificate  
33 Holder shall make the election required by OAR 345-024-0590(5)(b).  
34 The election shall apply for each reporting period required pursuant to  
35 subsections (d) and (e). [Amendment No. 7]  
36

37 (d) Each five years after beginning commercial operation of Unit 2 ("Unit 2  
38 five-year reporting period"), the Certificate Holder shall report to the  
39 Department the information required by either subsection A or B. The  
40 Certificate Holder shall submit Unit 2 five-year reports to the Department  
41 within 30 days of the anniversary date of beginning commercial operation  
42 of Unit 2. [Amendment No. 7]  
43

44 (A) If the Certificate Holder has elected to calculate any excess  
45 emissions using annual average hours of operation and new and  
46 clean heat rates, the Certificate Holder shall report the annual

1 average hours of operation of each generating unit within Unit 2  
2 during that Unit 2 five-year reporting period, pursuant to OAR  
3 345-024-0590(6). The Certificate Holder shall use the Year One  
4 Capacity-1 and Year One Heat Rate-1 that it reports for the  
5 corresponding generating units of Unit 2 pursuant to Condition  
6 D.15(5)(a) to calculate whether it owes supplemental monetary  
7 path payments. [Amendment No. 7]

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8  
9 (B) If the Certificate Holder has elected to calculate any excess  
10 emissions using actual or measured carbon dioxide emissions as  
11 reported to either the Oregon Department of Environmental  
12 Quality or the U.S. Environmental Protection Agency pursuant to a  
13 mandatory carbon dioxide reporting requirement, the Certificate  
14 Holder shall submit to the Department the carbon dioxide reporting  
15 data and net kWh generation for that Unit 2 five-year reporting  
16 period and shall use that data to determine whether it owes  
17 supplemental monetary path payments. [Amendment No. 7]

18  
19 (e) If the Department determines that Unit 2 exceeds the projected net total  
20 carbon dioxide emissions calculated pursuant to Conditions D.15(4) and  
21 D.15(5), prorated for five years, during any Unit 2 five-year reporting  
22 period described in subsection (d), the Certificate Holder shall offset  
23 excess emissions for the specific reporting period according to subsection  
24 (A) and shall offset the estimated future excess emissions according to  
25 subsection (B), pursuant to OAR 345-024-0600(4). The Certificate Holder  
26 shall offset excess emissions using the monetary path as described in OAR  
27 345-024-0710, except that contracting and selecting funds shall equal  
28 twenty (20) percent of the value of any offset funds up to the first  
29 \$250,000 (in 1<sup>st</sup> quarter 2010 dollars) and 4.286 percent of the value of  
30 any offset funds in excess of \$250,000 (in 1<sup>st</sup> quarter 2010 dollars). The  
31 Certificate Holder shall disburse the funds to The Climate Trust within 30  
32 days after notification by the Department of the amount that the Certificate  
33 Holder owes. [Amendment No. 7]

34  
35 (A) In determining the excess carbon dioxide emissions that the  
36 Certificate Holder must offset for a Unit 2 five-year period, the  
37 Department shall apply OAR 345-024-0600(4)(a), unless the  
38 Certificate Holder has elected under OAR 245-024-0590(5) to  
39 utilize actual or measured carbon dioxide emissions as reported to  
40 either the Oregon Department of Environmental Quality or the  
41 U.S. Environmental Protection Agency pursuant to a mandatory  
42 carbon dioxide reporting requirement. The Certificate Holder shall  
43 pay for the excess emissions at \$1.27 per ton of carbon dioxide  
44 emissions (in 1<sup>st</sup> Quarter 2010 dollars). The Department shall  
45 notify the Certificate Holder and The Climate Trust of the amount

1 of payment required, using the monetary path, to offset excess  
2 emissions. [Amendment No. 7]  
3

4 (B) The Department shall calculate estimated future excess emissions  
5 and notify the Certificate Holder of the amount of payment  
6 required, using the monetary path, to offset them. To estimate  
7 excess emissions for the remaining period of the deemed 30-year  
8 life of the facility, the Department shall use the parameters  
9 specified in OAR 345-024-0600(4)(b). The Certificate Holder shall  
10 pay for the estimated excess emissions at \$1.27 per ton of carbon  
11 dioxide (in 1<sup>st</sup> quarter 2010 dollars). The Department shall notify  
12 the Certificate Holder of the amount of payment required, using  
13 the monetary path, to offset future excess emissions. [Amendment  
14 No. 7]  
15

16 (8) The combustion turbine for the base-load gas plant and power augmentation  
17 technologies and any combustion turbines constructed as part of Unit 2 shall be  
18 fueled solely with pipeline quality natural gas or with synthetic gas with a carbon  
19 content per million Btu no greater than pipeline-quality natural gas. Any  
20 reciprocating engines constructed as part of Unit 2 shall be fueled solely with  
21 pipeline quality natural gas or with synthetic gas with a carbon content per million  
22 Btu no greater than pipeline-quality natural gas, except that distillate fuel may be  
23 used for micro-pilot systems. [Amendment No. 7]  
24

25 (9) With respect to incremental capacity and fuel consumption increases for which  
26 the Certificate Holder has not previously complied with the carbon dioxide  
27 standard, the Certificate Holder shall comply substantially with Conditions  
28 D.15(1) through D.15(8) in lieu of the Council's requiring an amendment,  
29 provided that:  
30

31 (a) The Council determines, pursuant OAR 345-027-0050, that the Certificate  
32 Holder does not otherwise require an amendment, and further provided  
33 that:  
34

35 (b) The Certificate Holder shall meet the appropriate carbon dioxide  
36 emissions standard and monetary offset rate in effect at the time the  
37 Council makes its determination pursuant to OAR 345-027-0050.  
38

39 (10) Notwithstanding Conditions D.15(1) through d.15(9), if the Certificate Holder  
40 begins construction of the Port Westward to BPA Allston Substation  
41 Transmission Line, but no other part of the energy facility or other related or  
42 supporting facilities, the Certificate Holder shall not be required to comply with  
43 Conditions D.15(1) through D.15(9). The Certificate Holder shall comply with  
44 Conditions D.15(1) through D.15(9) in connection with construction of any part  
45 of the energy facility or related or supporting facilities other than the Port  
46 Westward to BPA Allston Substation Transmission Line.

- 1  
2 (11) If the Certificate Holder begins construction of Phase 1, but not Phase 2, the  
3 Certificate Holder shall comply with Conditions D.15(1) through D.15(9) for  
4 Phase 1. If the Certificate Holder later begins construction of Phase 2, the  
5 Certificate Holder shall comply with Conditions D.15(1) through D.15(9) for  
6 Phase 2. [Amendment No. 1]  
7

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8 **E. OTHER APPLICABLE REGULATORY REQUIREMENTS**

9  
10 **E.1. REQUIREMENTS UNDER COUNCIL JURISDICTION**

11  
12 **E.1.a. Noise**

- 13  
14 (1) During construction of the facility, the Certificate Holder shall schedule most  
15 heavy construction to occur during daylight hours. Construction work at night  
16 shall be limited to work inside buildings and other structures when possible.  
17  
18 (2) During construction of the facility, the Certificate Holder shall require contractors  
19 to equip all combustion engine-powered equipment with exhaust mufflers.  
20  
21 (3) During construction of the energy facility, transmission lines or other related or  
22 supporting facilities, the Certificate Holder shall establish a complaint response  
23 system at the construction manager's office to address noise complaints.  
24  
25 (4) Within six months after the start of commercial operation of the energy facility,  
26 the Certificate Holder shall retain a qualified noise specialist to measure noise  
27 levels associated with the energy facility operation when environmental  
28 conditions are expected to result in maximum sound propagation between the  
29 source and the receivers and when the energy facility is operating in a typical  
30 operations mode that produces maximum noise levels.  
31 (a) The specialist shall measure noise levels at sites (1), (2), (5) and  
32 (6), as described in Exhibit X of the ASC, to determine if actual  
33 noise are within the levels specified in the applicable noise  
34 regulations in OAR 345-035-0035(1)(b)(B)(i).  
35 (b) The Certificate Holder shall report the results of the noise  
36 evaluation to the Department.  
37 (c) If actual noise do not comply with applicable DEQ regulations, the  
38 Certificate Holder shall take those actions necessary to comply  
39 with the regulations as soon as practicable.  
40 (d) If initial measurements show that actual noise levels at site (5) by 7  
41 dBA or more, the Certificate Holder shall measure the noise levels  
42 as specified in this condition and shall repeat the process outlined  
43 in subsections (a), (b), and (c) for site (5) within six months after  
44 completion of the initial measurements.

1 (5) The Certificate Holder shall install silencers on short duration noise sources (e.g.  
2 steam vents) from the heat recovery steam generator.  
3

4 (6) The certificate holder shall confirm the PW1 noise level estimate at receiver 7  
5 prior to the final design of PW2 and propose mitigation measures as necessary to  
6 ensure that the total PWGP noise levels do not exceed the limits specified in  
7 Table N-2 of the Final Order on Port Westward Amendment 7. [Amendment No.  
8 7]

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

16  
17 (a) The specialist shall measure noise levels at sites (1), (2), (5),(6),  
18 and (7), to determine if actual noise levels generated by the PWGP  
19 are within the levels shown on Table N-2 of the Final Order on  
20 Amendment 7. The noise levels at sites 1 and 2 shall be measured  
21 when the wind is either calm or out of a northerly direction but  
22 blowing no more than 10 mph. The noise levels at sites 5, 6 and 7  
23 shall be measured when the wind is either calm or out of a  
24 southerly direction but blowing no more than 10 mph.  
25

26 (b) The Certificate Holder shall report the results of the noise  
27 evaluation to the Department.  
28

29 (c) If actual noise levels do not comply with applicable DEQ  
30 regulations, the Certificate Holder shall take those actions  
31 necessary to comply with the regulations as soon as practicable.  
32

33 (d) If initial measurements at site (5) show that the hourly L<sub>50</sub> noise  
34 level is 48 dBA or more with the Beaver Plant in operation or 47  
35 dBA or more without the Beaver Plant in operation, the Certificate  
36 Holder shall repeat the process outlined in subsections (a), (b), and  
37 (c) at site (5) and (7) within six months after completion of the  
38 initial measurements. [Amendment No. 7]  
39

40 (8) To address the concern that noise from any other noise source not associated with  
41 the PWGP or Beaver Plant have contributed to the results of the compliance noise  
42 measurements, the Certificate Holder may measure noise levels to determine if  
43 the operation of any other source has contributed to the compliance results. The  
44 Certificate Holder shall report the results of the noise evaluation to the  
45 Department indicating any adjustments to applicable noise limits consistent with  
46 OAR 340-035-0035(1)(b)(B)(i). [Amendment No. 7]

1  
2  
3 **E.1.b. Wetlands and Removal/Fill Permit**  
4

- 5 (1) Before beginning construction of Phase 1 of the energy facility or the Port  
6 Westward to BPA Allston Substation Transmission Line, as appropriate, the  
7 Certificate Holder shall obtain a U.S. Army Corps of Engineers and Oregon  
8 Division of State Lands Joint Removal/Fill Permit substantially in the form of the  
9 Removal/Fill Permit in Attachment C; provided, that mitigation required under  
10 the Removal/Fill Permit shall allow for accommodation of Corps of Engineers  
11 mitigation requirements, subject to the concurrence of the Department, in  
12 consultation with the Division of State Lands and affected federal agencies.  
13 [Amendment No. 1]  
14
- 15 (2) The Certificate Holder shall comply with state laws and rules applicable to the  
16 Removal/Fill Permit that are adopted in the future to the extent that such  
17 compliance is required under the respective statutes and rules.  
18
- 19 (3) The Certificate Holder shall clearly stake the wetland boundary adjacent to the  
20 spoils disposal area and the wetland number 4 boundary adjacent to the  
21 construction laydown/staging areas in the vicinity of the energy facility prior to  
22 any ground disturbing activity in the spoils disposal area or in the construction  
23 laydown/staging areas in the vicinity of the energy facility, and shall maintain the  
24 staking until all ground-disturbing activities in the spoils disposal area and in the  
25 construction laydown/staging areas in the vicinity of the energy facility have been  
26 completed. The Certificate Holder shall instruct all contractors disposing of soil in  
27 the spoils disposal area and using the construction laydown/staging areas in the  
28 vicinity of the energy facility about the purpose of the staking and shall require  
29 them to avoid any impact to the wetlands. [Amendment No. 3]  
30

31 **E.1.c. Public Health and Safety**  
32

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

- 1 (3) The Certificate Holder shall design the transmission lines and backup electricity  
2 lines so that induced currents and voltage resulting from the transmission lines are  
3 as low as reasonably achievable. [Amendment No. 1]  
4
- 5 (4) The Certificate Holder shall develop and implement a program that provides  
6 reasonable assurance that all fences, gates, cattle guards, trailers, or other objects  
7 or structures of a permanent nature that could become inadvertently charged with  
8 electricity are grounded or bonded throughout the life of the transmission line.  
9
- 10 (5) The Certificate Holder shall restore or mitigate the reception of radio and  
11 television at residences and commercial establishments in the primary reception  
12 area to the level present before operation of the transmission line at no cost to  
13 residents or businesses experiencing interference resulting from the transmission  
14 line.  
15
- 16 (6) The Certificate Holder shall design, construct and operate the transmission lines  
17 and backup electricity lines in accordance with the requirements of the National  
18 Electrical Safety Code. [Amendment No. 1]  
19
- 20 (7) The Certificate Holder shall take reasonable steps to reduce or manage exposure  
21 to electromagnetic fields (EMF), consistent with Council findings presented in the  
22 "Report of EMF Committee to the Energy Facility Siting Council," March 30,  
23 1993, and subsequent findings. Effective on the date of this Site Certificate, the  
24 Certificate Holder shall provide information to the public, upon request, about  
25 EMF levels associated with the energy facility and related transmission lines and  
26 backup electricity lines. [Amendment No. 1]  
27
- 28 (8) At least 30 days before beginning preparation of detailed design and  
29 specifications for the electrical transmission line(s) and backup electricity line(s)  
30 or the natural gas pipelines, the Certificate Holder shall consult with the Oregon  
31 Public Utility Commission staff to ensure that its designs and specifications are  
32 consistent with applicable codes and standards. [Amendments No. 1 & 5]  
33
- 34 (9) With respect to the related or supporting natural gas pipelines, the Certificate  
35 Holder shall design, construct and operate the pipeline in accordance with the  
36 requirements of the U.S. Department of Transportation as set forth in Title 49,  
37 Code of Federal Regulations, Part 192. [Amendment No. 5]  
38

39 **E.1.d. Water Pollution Control Facilities Permit**  
40

- 41 (1) Before beginning commercial operation of Phase 1 of the energy facility, the  
42 Certificate Holder shall demonstrate that the DEQ has issued to the Certificate  
43 Holder a Water Pollution Control Facilities Permit, substantially in the form of  
44 Attachment B.1, allowing for on-site sanitary waste disposal. [Amendment No. 1]  
45

- 1 (2) The Certificate Holder shall comply with state laws and rules applicable to Water  
2 Pollution Control Facilities Permits that are adopted in the future to the extent that  
3 such compliance is required under the respective statutes and rules.  
4  
5  
6

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

8  
9 **F.1. MANDATORY CONDITIONS IN SITE CERTIFICATES**

10  
11 **Amendment of Site Certificate**

- 12 (1) The Council shall not change the conditions of the Site Certificate except in  
13 accordance with the applicable provisions of OAR 345, Division 27, in effect on  
14 the date of the Council action.  
15

16 **Legal Description**

- 17 (2) Before beginning construction of Phase 1 of the energy facility, the Certificate  
18 Holder shall submit to the Department a legal description of the site, except as  
19 provided in OAR 345-027-0023(6). [Amendment No. 1]  
20  
21 (a) <sup>4</sup>The legal description of the site for purposes of beginning construction of  
22 Phase 1 may exclude the 180-foot wide strip (50 feet south and 130 feet  
23 north of an existing road) immediately north of Phase 1.  
24  
25 (b) The Certificate Holder shall notify the Department in writing if it is  
26 exercising the option to exclude the 180-foot wide strip from Phase 1.  
27  
28 (c) If the Certificate Holder excludes the strip from the legal description  
29 during Phase 1, the Certificate Holder shall submit to the Office, before  
30 beginning construction of Phase 2 of the energy facility, a legal  
31 description indicating whether the energy facility site for Phase 2 includes  
32 the 180-foot wide strip. [Amendment No. 2]  
33

34 **General Requirements**

- 35 (3) The Certificate Holder shall design, construct, operate, and retire the facility:  
36  
37 (a) Substantially as described in the Site Certificate;  
38  
39 (b) In compliance with the requirements of ORS Chapter 469, applicable  
40 Council rules, and applicable state and local laws, rules and ordinances in  
41 effect at the time the Council issues the Site Certificate; and,  
42  
43 (c) In compliance with all applicable permit requirements of other state  
44 agencies.  
45  
46

1 **Construction Rights on Site**

2 (4) Except as necessary for the initial survey or as otherwise allowed for transmission  
3 lines or pipelines in this condition, the Certificate Holder shall not begin  
4 construction, as defined in OAR 345-001-0010, or create a clearing on any part of  
5 the site until the Certificate Holder has construction rights on all parts of the site.  
6 For the purpose of this condition, "construction rights" means the legal right to  
7 engage in construction activities. For transmission lines or pipelines, if the  
8 Certificate Holder does not have construction rights on all parts of the site, the  
9 Certificate Holder may nevertheless begin construction or create a clearing on a  
10 part of the site if:

- 11
- 12 (a) The Certificate Holder has construction rights on that part of the site; and,  
13
- 14 (b) The Certificate Holder would construct and operate part of the facility on  
15 that part of the site even if a change in the planned route of the  
16 transmission line or pipeline occurs during the Certificate Holder's  
17 negotiations to acquire construction rights on another part of the site.  
18

19 For purposes of this condition, the "site" for purposes of beginning construction  
20 of Phase 1 may exclude the 180-foot wide strip (50 feet south and 130 feet north  
21 of an existing road) immediately north of Phase 1. [Amendment No. 2]  
22

23 **Beginning and Completing Construction**

24 (5) The Certificate Holder shall begin construction of the energy facility by  
25 November 8, 2006. Beginning construction of the Port Westward to BPA Allston  
26 Substation Transmission Line shall not satisfy this requirement. [Amendment No.  
27 2]  
28

29 (a) The Certificate Holder shall report promptly to the Department the date  
30 that it began construction of the facility, as defined in OAR 345-001-0010.  
31 In reporting the beginning of construction, the Certificate Holder shall  
32 briefly describe all work on the site performed before beginning  
33 construction, including work performed before the Council issued the Site  
34 Certificate and work performed to construct the Port Westward to BPA  
35 Allston Substation Transmission Line, and shall state the cost of that  
36 work, pursuant to OAR 345-026-0048. If the Certificate Holder constructs  
37 the energy facility in phases, the Certificate Holder shall report the  
38 beginning of construction of each phase. [Amendment No. 1]  
39

40 (b) If the Certificate Holder begins construction of the Port Westward to BPA  
41 Allston Substation Transmission Line, as defined in OAR 345-001-0010,  
42 prior to beginning construction of the energy facility, it shall promptly  
43 report to the Department the date it began construction of the transmission  
44 line.  
45

1 (6) The Certificate Holder shall complete construction of the facility by May 8, 2011.  
2 The completion of construction date is the day by which (1) the facility is  
3 substantially complete as defined by the Certificate Holder's construction contract  
4 documents; (2) acceptance testing is satisfactorily completed; and, (3) the energy  
5 facility is ready to commence continuous operation consistent with the Site  
6 Certificate. Completion of construction of the Port Westward to BPA Allston  
7 Substation Transmission Line separately shall not satisfy this requirement.

8 [Amendments No. 2 & 6]  
9

10 (a) The Certificate Holder shall report promptly to the Department the date it  
11 completed construction of the facility. If the Certificate Holder constructs  
12 the energy facility in phases, the Certificate Holder shall report the date of  
13 completion of each phase. [Amendment No. 1]  
14

15 (b) If the Certificate Holder completes construction of the Port Westward to  
16 BPA Allston Substation Transmission Line separately before completing  
17 construction of the facility, it shall promptly report that date to the  
18 Department.  
19

20 (c) Separate completion of construction of Port Westward to BPA Allston  
21 Substation Transmission Line shall be the date that PGE makes it  
22 available to the Summit/Westward Project to transmit energy.  
23  
24

## 25 **F.2 OTHER CONDITIONS BY RULE**

### 26 **Incident Reports**

27 (1) With respect to the related or supporting natural gas pipelines, the Certificate  
28 Holder shall submit to the Department copies of all incident reports required  
29 under 49 CFR §192.709 that involve the pipeline.  
30  
31

### 32 **Rights-of-Way**

33 (2) Before beginning operation of the energy facility, the Certificate Holder shall  
34 submit to the Department a legal description of the permanent right-of-way where  
35 the Certificate Holder has built a pipeline or transmission line within an approved  
36 corridor. The site of the pipeline or transmission line subject to the Site Certificate  
37 is the area within the permanent right-of-way. However, if the Certificate Holder  
38 completes construction of the Port Westward to BPA Allston Substation  
39 Transmission Line before beginning construction of the energy facility, the  
40 Certificate Holder shall submit to the Department a legal description of the  
41 permanent right-of-way for that segment of that transmission line,  
42 notwithstanding OAR 345-027-0023(6).  
43

### 44 **Monitoring Programs**

45 (3) If the Certificate Holder becomes aware of a significant environmental change or  
46 impact attributable to the facility, the Certificate Holder shall, as soon as possible,

1 submit a written report to the Department describing the impact on the facility and  
2 its ability to comply with any affected Site Certificate conditions.  
3

#### 4 **Compliance Plans**

- 5 (4) Before beginning construction of the facility, the Certificate Holder shall  
6 implement a plan that verifies compliance with all Site Certificate terms and  
7 conditions and applicable statutes and rules. The Certificate Holder shall submit a  
8 copy of the plan to the Department. The Certificate Holder shall document the  
9 compliance plan and maintain it for inspection by the Department or the Council.  
10 However, if the Certificate Holder begins construction of the Port Westward to  
11 BPA Allston Substation Transmission Line before beginning construction of the  
12 energy facility, the applicable compliance plan shall relate to that phase of  
13 construction.  
14

#### 15 **Reporting**

- 16 (5) Within six months after beginning any construction, and every six months  
17 thereafter during construction of the energy facility and related or supporting  
18 facilities, the Certificate Holder shall submit a semi-annual construction progress  
19 report to the Council. In each construction progress report, the Certificate Holder  
20 shall describe any significant changes to major milestones for construction. When  
21 the reporting date coincides, the Certificate Holder may include the construction  
22 progress report within the annual report described in Condition F.2(6).  
23
- 24 (6) The Certificate Holder shall, within 120 days after the end of each calendar year  
25 after beginning construction, submit an annual report to the Council that addresses  
26 the subjects listed in OAR 345-026-0080(2). The Council secretary and the  
27 Certificate Holder may, by mutual agreement, change the reporting date.  
28
- 29 (7) To the extent that information required by OAR 345-026-0080(2) is contained in  
30 reports the Certificate Holder submits to other state, federal or local agencies, the  
31 Certificate Holder may submit excerpts from such other reports. The Council  
32 reserves the right to request full copies of such excerpted reports.  
33

#### 34 **Schedule Modification**

- 35 (8) The Certificate Holder shall promptly notify the Department of any changes in  
36 major milestones for construction, decommissioning, operation, or retirement  
37 schedules. Major milestones are those identified by the Certificate Holder in its  
38 construction, retirement or decommissioning plans.  
39

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

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

1 abstracted reports and any summarized correspondence at the request of the  
2 Department.

3

4 **Notification of Incidents**

5 (10) The Certificate Holder shall notify the Department within 72 hours of any  
6 occurrence involving the facility if:

7

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

9

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

13

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

15

16

17 **G. GENERAL CONDITIONS**

18

19 (1) The general arrangement of the Port Westward Generating Project shall be  
20 substantially as shown in the ASC.

21

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

25

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

30

31 **Successors and Assigns**

32 (4) Before any transfer of ownership of the facility or ownership of the Certificate  
33 Holder, the Certificate Holder shall inform the Department of the proposed new  
34 owners. The requirements OAR 345-027-0100 shall apply to any transfer of  
35 ownership that requires a transfer of the Site Certificate.

36

37 **Severability and Construction**

38 (5) If any provision of this Site Certificate is declared by a court to be illegal or in  
39 conflict with any law, the validity of the remaining terms and conditions shall not  
40 be affected, and the rights and obligations of the parties shall be construed and  
41 enforced as if the Site Certificate did not contain the particular provision held to  
42 be invalid. In the event of a conflict between the conditions contained in the Site  
43 Certificate and the Council's Order, the conditions contained in this Site  
44 Certificate shall control.

45

46

1 **Governing Law and Forum**

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

3  
4 (7) Any litigation or arbitration arising out of this agreement shall be conducted in an  
5 appropriate forum in Oregon.

6  
7 IN WITNESS WHEREOF, this Site Certificate has been executed by the State of  
8 Oregon, acting by and through its Energy Facility Siting Council, and Portland General  
9 Electric Company.

10  
11 ENERGY FACILITY SITING COUNCIL

12  
13  
14  
15 By: Robert Shiprack 3/12/10  
16 Robert Shiprack, Chair Date

17  
18  
19 PORTLAND GENERAL ELECTRIC COMPANY

20  
21  
22  
23 LM By: Stephen M. Quenzo 03/22/10  
24 Date  
25 **STEPHEN M. QUENNOZ**

- 26 ATTACHMENT A MEMORANDUM OF UNDERSTANDING: MONETARY PATH
- 27 PAYMENT REQUIREMENT
- 28 ATTACHMENT B WATER POLLUTION CONTROL FACILITIES PERMIT (B.1)
- 29 AND ANALYSIS (B.2)
- 30 ATTACHMENT C REMOVAL/FILL PERMIT
- 31
- 32 ATTACHMENT D PGE REQUEST FOR AMENDMENT 7, REVISED EXHIBIT
- 33 P.8.1 (AS TRANSMITTED IN NOVEMBER 19, 2009 LETTER RICK TETZLOFF TO ADAM BLESS
- 34 "PORT WESTWARD GENERATING PROJECT – REVISIONS TO REQUEST TO AMEND SITE
- 35 CERTIFICATE (AMENDMENT 7) TO ADDRESS ODFW COMMENTS")
- 36

