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SIXTH**SEVENTH** AMENDED
SITE CERTIFICATE
FOR THE
PORT WESTWARD GENERATING PROJECT

Issued By
OREGON ENERGY FACILITY SITING COUNCIL
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TABLE OF CONTENTS

1
2

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

- A. INTRODUCTION 1
- B. SITE CERTIFICATION..... 2
- C. SITE DESCRIPTIONS 3
 - C.1. FACILITY 3
 - C.1.a. Major Structures and Equipment 3
 - C.1.b. Related or Supporting Facilities 7
 - C.2. LOCATION OF THE FACILITY 10
 - C.2.a. The Energy Facility Site 10
 - C.2.b. Related or Supporting Facility Sites..... 11
- D. COUNCIL SITING STANDARDS 13
 - D.1. [PLACEHOLDER] 13
 - D.2. ORGANIZATIONAL EXPERTISE..... 13
 - D.3. RETIREMENT AND FINANCIAL ASSURANCE 14
 - D.4. LAND USE 18
 - D.5. STRUCTURAL STANDARD..... 19
 - D.6. SOIL PROTECTION 20
 - D.7. PROTECTED AREAS 22
 - D.8. FISH AND WILDLIFE HABITAT 22
 - D.9. THREATENED AND ENDANGERED SPECIES 28
 - D.10. SCENIC AND AESTHETIC VALUES 30
 - D.11. HISTORIC, CULTURAL AND ARCHAEOLOGICAL RESOURCES 31
 - D.12. RECREATION 32
 - D.13. PUBLIC SERVICES 32
 - D.14. WASTE MINIMIZATION, OAR 345-022-0120..... 34
 - D.15. CARBON DIOXIDE STANDARD 35
- E. OTHER APPLICABLE REGULATORY REQUIREMENTS 45
 - E.1. REQUIREMENTS UNDER COUNCIL JURISDICTION 45
 - E.1.a. Noise 45
 - E.1.b. Wetlands and Removal/Fill Permit..... 47
 - E.1.c. Public Health and Safety..... 47
 - E.1.d. Water Pollution Control Facilities Permit..... 49
- F. CONDITIONS REQUIRED OR RECOMMENDED BY COUNCIL RULES 49
 - F.1. MANDATORY CONDITIONS IN SITE CERTIFICATES 49
 - F.2 OTHER CONDITIONS BY RULE..... 51
- G. GENERAL CONDITIONS 53

~~SIXTH~~SEVENTH AMENDED
SITE CERTIFICATE
FOR THE

PORT WESTWARD GENERATING PROJECT

A. INTRODUCTION

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

The findings of fact, reasoning and conclusions of law underlying the terms and conditions of this site certificate are set forth in the following documents, which by this reference are incorporated herein: (a) the Council’s Final Order in the Matter of the Application for a Site Certificate for the Port Westward Generating Project, which the Council granted on November 8, 2002; (b) the Council’s Final Order in the Matter of the Site Certificate for the Port Westward Generating Project Request for Amendment No. One, which the Council granted on December 5, 2003; (c) the Council’s Final Order in the Matter of the Site Certificate for the Port Westward Generating Project Request for Amendment No. Two, which the Council granted on September 24, 2004; (d) the Council’s Final Order in the Matter of the Site Certificate for the Port Westward Generating Project Request for Amendment No. Three, which the Council granted on January 28, 2005; and (e) the Council’s Final Order in the Matter of the Fourth Request to Amend the Site Certificate for the Port Westward Generating Project, which the Council granted on May 19, 2006; (f) the Council’s Final Order in the Matter of the Fifth Request to Amend the Site Certificate for the Port Westward Generating Project, which the Council granted on September 29, 2006, ~~and~~ (g) the Council’s Final Order in the Matter of the Sixth Request to Amend the Site Certificate for the Port Westward Generating Project, which the Council granted on March 27, ~~2009, 2009; and (h) the~~ Council’s Final Order in the Matter of the Seventh Request to Amend the Site Certificate for the Port Westward Generating Project, which the Council granted on _____, 2009. [Amendments No. 1, 2, 3, 4, 55, 6 & 67]. Collectively, we refer to the Final Orders listed in (a) through (e) as “the Orders”.

In interpreting this site certificate, any ambiguity shall be clarified by reference to, and in the following priority: this Site Certificate, the record of the proceedings which led to the Orders, and the Application for a Site Certificate for the Port Westward Generating Project. As used in this Site Certificate, the “application for site certificate” or the “ASC” includes: (a) the Application for a Site Certificate for the Port Westward Generating 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 Certificate Holder’s Request for Third Amendment to the Site Certificate for the Port Westward Generating Project, which the Council received on November 3, 2004, (e) the

1 Certificate Holder's Request for Fourth Amendment to the Site Certificate for the Port
2 Westward Generating Project, which the Council received on January 18, 2006, (f) the
3 Certificate Holder's Request for Fifth Amendment to the Site Certificate for the Port
4 Westward Generating Project, which the Council received on July 18, 2006, ~~and~~ (g) the
5 Certificate Holder's Request for Sixth Amendment to the Site Certificate for the Port
6 Westward Generating Project, which the Council received on November 7, ~~2008.2008,~~
7 and (h) the Certificate Holder's Request for Seventh Amendment to the Site
8 Certificate for the Port Westward Generating Project, which the Council received
9 on September __, 2009. [Amendments No. 1, 2, 3, 4, ~~5~~, 6 & ~~6~~7].

10
11 The terms used in this Site Certificate shall have the same meaning set forth in ORS
12 ~~69.300~~469.300, 469.503(2)(e) and Oregon Administrative Rules (OAR) 345-001-0010,
13 except where otherwise stated or where the context clearly indicates otherwise.

14
15 **B. SITE CERTIFICATION**

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

1 laws adopted in the future to the extent that such compliance is required under the
2 respective state agency statutes and rules. ORS 469.401(2).

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

8
9 7. Each affected state agency, county, city and political subdivision in Oregon with
10 authority to issue a permit, license or other approval addressed in or governed by
11 this Site Certificate shall, upon submission of the proper application and payment
12 of the proper fees, but without hearings or other proceedings, issue such permit,
13 license or other approval subject only to conditions set forth in this Site
14 Certificate. ORS 469.401(3).

15
16 8. After issuance of this Site Certificate, each state agency or local government
17 agency that issues a permit, license or other approval for the Project shall continue
18 to exercise enforcement authority over such permit, license or other approval.
19 ORS 469.401(3).

20
21 9. After issuance of this Site Certificate, the Council shall have continuing authority
22 over the site and may inspect, or direct the Department to inspect, or request
23 another state agency or local government to inspect, the site at any time in order
24 to assure that the Project is being operated consistently with the terms and
25 conditions of this Site Certificate. ORS 469.430.

26
27 10. The Certificate Holder may develop the energy facility in two phases. Phase 1
28 would consist of the southernmost generating unit (“Unit 1”), including one
29 combustion turbine generator, heat recovery steam generator, steam generator,
30 one step-up transformer bank, auxiliary transformer, and cooling tower. Phase 1
31 would also include all of the energy facility components common to the two units
32 and the related or supporting facilities. Phase 2 would consist of the northernmost
33 generating unit (“Unit 2”) and its associated facilities. All conditions of this Site
34 Certificate apply equally to Phase 1 and Phase 2, unless a condition specifies
35 different obligations for Phase 1 or Phase 2. [Amendments No. 1 & 3]

36 37 C. SITE DESCRIPTIONS

38 39 C.1. FACILITY

40 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 ~~560 MW. It will use~~ 650 MW, comprised of base load generation, power
45 augmentation, (i.e., duct burning, ~~that will allow it to achieve a net electric power~~
46 ~~output of about 650 MW for a limited number of hours annually on average.)~~), and

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

5 ~~The~~Unit 1 of the energy facility will consist of ~~two~~one heavy-duty frame-type
6 combustion turbine ~~generators (General Electric Frame 7FB's or comparable~~
7 ~~combustion turbines), two~~generator (Mitsubishi G Class), one heat recovery steam
8 ~~generators~~generator ("HRSG"), and ~~two~~one steam ~~generators~~turbine generator. It
9 will burn natural gas in the combustion ~~turbines~~turbine and duct burners. Expanding
10 gases from combustion will turn ~~rotors~~the rotor within the ~~turbines~~turbine that ~~are~~is
11 connected to an electric ~~generators~~generator. The hot gases exhausted from the
12 combustion ~~turbines~~turbine and duct burners will be used to raise steam in the
13 ~~HRSGs~~HRSG. Steam from the ~~HRSGs~~HRSG will be expanded through the steam
14 ~~turbines. Each steam~~ turbine ~~will drive,~~ driving its own electric generator.
15 ~~[Amendment No. 1]~~[Amendments No. 1 & 7]
16

17 ~~The~~For Unit 1, the combustion ~~turbines~~turbine will be housed in a turbine building
18 that provides thermal insulation, acoustical attenuation and fire extinguishing media
19 containment. The turbine building, occupying a footprint measuring about ~~230~~200 feet by
20 ~~560~~250 feet and standing about 90 feet high, will also house the steam turbine
21 ~~generators, condensers,~~generator, condenser, and balance of plant equipment, ~~control~~
22 ~~room, and administrative offices~~. The enclosure will allow access for routine
23 inspection and maintenance. The administration building, occupying a footprint
24 measuring about 110 feet by 140 feet and standing about 30 feet high, includes the
25 control room and administrative offices. [Amendment No. 7]
26

27 ~~Each of~~For Unit 1, the ~~two~~HRSGsHRSG will occupy a footprint measuring about 50
28 feet by 150 feet and will stand about 110 feet high. A stack will be provided for ~~each~~
29 ~~combustion turbine's~~the HRSG. The ~~two~~stacksstack will be about ~~15 to 25~~36 feet in
30 diameter and 200 feet high. [Amendment No. 7]
31

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

38 Six transformers will step-up the ~~combustion turbine and steam turbine~~ generator
39 voltages to the substation voltage of 230 kilovolts ("kV"). Two auxiliary transformers
40 will supply power for plant auxiliary loads. ~~[Amendment No. 1]~~[Amendments No. 1 &
41 7]
42

43 ~~Most of the structures comprising the energy facility, including the combustion and~~
44 ~~steam turbines and generators, the main step-up transformers, the HRSG, and the~~
45 ~~control rooms, will be contained within an area measuring about 400 feet by 560~~
46 ~~feet.~~

1
2 Two mechanical-draft cooling towers will be used to remove the waste heat from
3 ~~each~~the main condenser and the plant auxiliary heat exchangers. The cooling towers and
4 circulating water pumps will cover an area of about 75 feet by 650 feet and will stand
5 about 50 feet high. [Amendment No. 7]
6

7 A switchyard or dead-end transmission structure will interconnect the plant's output to
8 the 230-kV transmission network. The switchyard footprint will measure about 300 feet
9 by 500 feet. [Amendment No. 1]
10

11 An auxiliary boiler will supply steam for plant start-ups and short duration shut-downs.
12 The auxiliary boiler will be fueled with natural gas. [Amendment No. 3]
13

14 Additional facilities will include: a plant services/warehouse building; ~~two~~a boiler feed
15 pump ~~buildings~~building; a fire water pump building; a water treatment building; a
16 clarifier; a settling basin; a condensate tank, a fire water/service water storage tank and
17 ~~atwo~~ demineralized water storage ~~tank~~tanks (~~each with~~ 440,000-gallon ~~and 1,100,000~~
18 ~~gallon~~ capacity), respectively; lubricating oil tanks; a natural gas metering station; ~~a~~
19 natural gas compressor ~~station~~stations with electric compressors of 1,000 to 7,000
20 horsepower total, enclosed in ~~a building~~buildings with acoustical insulation; and, ~~an~~
21 aqueous ammonia storage ~~tank~~tanks (~~each with~~ 100,000 ~~up to 70,000~~-gallon capacity
22 and equipped with containment). [Amendment ~~Amendments~~ No. 1 & 7]
23

24 Natural gas will not be stored at the energy facility site. Diesel fuel for the fire pumps
25 and reciprocating engine micro-pilot systems will be stored in ~~an~~-aboveground
26 ~~tank~~tanks. Water treatment chemicals will be stored in permanent aboveground storage
27 tanks or portable plastic tanks (totes). To prevent storm water runoff from chemical
28 storage, all fuel and chemical storage will be inside buildings or under cover in paved
29 areas with a curb. All individual spill containment areas will be designed to hold at least
30 110 percent of the volume of liquids stored within them. [Amendment No. 7]
31

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

41 The fire water system will include a fire water supply loop, fire hydrants, sprinkler
42 systems, and hoses placed at appropriate locations. Reserved capacity in the 180,000-
43 gallon fire water/service water storage tank will serve as the firewater source.
44

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

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

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

18
19 **Output.** The ~~energy facility will have a~~ net electric power output of the energy facility
20 will be up to about ~~560 MW at an average annual site condition of 51 degrees~~
21 ~~Fahrenheit, 14.691 pounds per square inch barometric pressure, and 78 percent~~
22 ~~relative humidity. The new and clean heat rate will be about 6,790 Btu (higher~~
23 ~~heating value).~~ 650 MW, comprising of base load
24 generation, power augmentation (i.e. duct burning), and non-base load generation.
25 The power augmentation and non-base load generation provide flexible peaking,
26 load-following, and wind integration services that are needed to maintain a reliable
27 and stable utility system. [Amendments No. 1, 3 & 7]

28
29 ~~With power augmentation technologies (duct burning), the energy facility will have~~
30 ~~a net electric power output of about 650 MW and a new and clean heat rate of about~~
31 ~~7,100 Btu (higher heating value).~~ The Certificate Holder proposes to operate ~~the energy~~
32 ~~facility~~ Unit 1 with power augmentation technologies for 3,000 hours annually on
33 average. The Certificate Holder proposes to operate Unit 2 as a non-base load power
34 plant. [Amendments No. 1, 3 & 37]

35
36 **Fuel Use.** The energy facility will use natural gas as the only fuel to power the turbines
37 and the power augmentation technologies. It will use ~~4,600~~ up to approximately 4,700
38 MM Btu per hour of natural gas at full load with the duct burners in operation at the
39 average annual site condition. [Amendments No. ~~1, 3~~ & ~~37~~]

40
41 **Water Use.** The energy facility will obtain water to generate steam and to cool the steam
42 process from an existing PGE intake structure on the Bradbury Slough of the Columbia
43 River. ~~The~~ For Unit 1, the Certificate Holder ~~will use water from PGE’s existing~~
44 ~~industrial water right, from partial transfer~~ obtained a permanent transfer of 5.4 cfs
45 of a water right associated with PGE’s Trojan Nuclear Plant ~~(subject to approval of a~~
46 ~~transfer by the Oregon Water Resources Department) and, if necessary, will enter~~

1 ~~into a contract with the Port of St. Helens, which has an existing water permit, to~~
2 ~~obtain water sufficient for operation of the energy facility. [Amendments No. 1,~~
3 ~~Certificate No. 81969. For Unit 2, PGE will obtain a permanent transfer of an~~
4 ~~additional 3.0 cfs under the same water right.] [Amendments No. 1, 3 & 37]~~
5

6 Average water demand over the year at the energy facility will be about 2,800 gallons
7 per minute (“gpm”), or ~~4.0~~4.03 million gallons per day (“gpd”). Peak water demand will
8 be about ~~3,700~~3,770 gpm, 5.4 million gpd, or ~~8.3~~8.4 cubic feet per second (“cfs”).
9 [Amendments No. ~~1, 3~~ & ~~37~~]

10
11 ~~The energy facility will require no new state-administered water right, water rights~~
12 ~~transfer, or surface water right permit for water supply. The Port of St. Helens has~~
13 ~~an existing municipal water use permit for 30 cfs and PGE has an existing~~
14 ~~industrial water right for 11.3 cfs. PGE expects to apply for a partial transfer of a~~
15 ~~water right associated with PGE’s Trojan Nuclear Plant, Certificate No. 73396, but~~
16 ~~an adequate water supply is available for operation of the energy facility without~~
17 ~~that such a transfer. [Amendments No. 1 & 3]~~
18

19 ~~The water rights have a permitted point of diversion, where existing withdrawals~~
20 ~~occur and the energy facility withdrawals will occur.~~ PGE owns and operates the an
21 existing intake structure on the Bradbury Slough, which will be the authorized point
22 of diversion for surface water rights transferred for use at the energy facility site. To
23 serve the energy facility, PGE will place additional pumps within the existing intake
24 facility. PGE will employ fish screens compliant with National Marine Fisheries Service
25 (“NMFS”) screening criteria and Oregon Department of Fish and Wildlife (“ODFW”)
26 criteria. [~~Amendment~~Amendments No. 1 ~~& 7~~]
27

28 **Wastewater.** Process blowdown is washdown water, filter backwash or other non-
29 sanitary liquid waste produced within the energy facility. The average volume of process
30 blowdown for both units combined will be about ~~190~~30 gpm. Cooling system blowdown
31 is water withdrawn from the cooling system to control the buildup of dissolved salts. The
32 average volume of cooling system blowdown for both units combined will be about
33 ~~460~~970 gpm, but it could vary depending on the quality of the river water supply. The
34 energy facility will discharge its process and cooling system blowdown to the Columbia
35 River under a National Pollution Discharge Elimination System (“NPDES”) permit that
36 the Port of St. Helens has requested from DEQ. [~~Amendment~~Amendments No. 1 ~~& 7~~]
37

38 The Certificate Holder will discharge sanitary sewage to an engineered septic tank and
39 drain field at a rate of about 500 gallons per day, as permitted by a Water Pollution
40 Control Facilities permit. The Certificate Holder will route storm water from roofs and
41 paved areas to pervious areas to percolate into the shallow groundwater.
42

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

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

¹ WRD will issue the transferred water right a new number, replacing #81969

1
2 **Natural Gas Pipelines.** Natural gas will fuel the combustion turbine generators and duct
3 burners. The energy facility will be served by the Kelso-Beaver Pipeline, an existing
4 FERC-regulated interstate pipeline with a current capacity of 193,000 decatherms per
5 day. PGE owns the pipeline jointly with two other parties. To create the additional
6 capacity that will be required to serve the energy facility, PGE will add 1,000 to 7,000
7 compressor horsepower to the Port Westward site and/or up to 8,000 compressor
8 horsepower to the Kelso-Beaver Pipeline. All work on the existing pipeline will be
9 subject to FERC approval. The addition of compressor horsepower is intended to ensure
10 300 to ~~520~~1000 psig gas pressure at the Port Westward Industrial Area with total capacity
11 of 310 million standard cubic feet/day. [~~Amendment~~Amendments No. 1 & 7]
12

13 The interconnecting pipeline, about 18 inches in diameter, between the existing Kelso-
14 Beaver Pipeline and the energy facility will be about 1,000 feet long and will be installed
15 below grade with appropriate cathodic protection.
16

17 In addition, the facility will include as a related or supporting facility a secondary natural
18 gas pipeline that will connect the energy facility to an extension of the existing 20-inch
19 NW Natural Beaver Lateral. The connecting pipeline will be approximately 2000 feet
20 long and about 12 inches in diameter. The new pipeline will be installed below grade
21 with appropriate cathodic protection. The new pipeline will be owned and operated by
22 NW Natural. [Amendment No. 5]
23

24 **Water Supply Pipeline.** Water supply for the energy facility will be drawn from
25 Bradbury Slough at about River Mile 53.8 of the Columbia River from an existing PGE
26 intake facility for the PGE Beaver Generating Plant. The pump capacity of the existing
27 intake facility will be expanded. No major structural improvements or modifications to
28 the intake facility will be required. However, PGE will upgrade the fish screens to
29 comply with NMFS and ODFW criteria regardless of whether it builds the Port
30 Westward Generating Project. The Certificate Holder will install a water supply pipeline
31 about 20 inches in diameter and 6,000 feet long to convey water from the intake facility
32 to the energy facility. The water supply pipeline will traverse upland areas and will avoid
33 wetlands. [Amendment No. 1]
34

35 **Chlorination and Electrical Control Buildings.** Two small structures will be
36 constructed on upland south of the intake facility. One structure, with a footprint of about
37 600 square feet, will be for chlorination. The other structure, with a footprint of about 150
38 feet, will be for electrical control. Underground lines in a 25-foot wide corridor will
39 connect these structures to the intake structure. [Amendment No. 3]
40

41 **Wastewater Pipeline.** Process and cooling wastewater discharged from the energy
42 facility will be collected in a settling basin and returned to the Columbia River about one-
43 half mile northwest of the energy facility, pursuant to the Port of St. Helens' NPDES
44 permit. [Amendment No. 1]
45

1 **Utility Lines Between the Energy Facility Site and the PGE Beaver Generating**
2 **Plant.** The Certificate Holder will construct water, backup electricity and
3 communications lines between the existing PGE Beaver Generating Plant and the energy
4 facility. The Certificate Holder will install the lines below ground within existing
5 roadways. Potable water may be conveyed to the energy facility in a pipeline from the
6 potable water storage tank located in the vicinity of the PGE water intake facility that
7 currently serves the PGE Beaver Generating Plant. The potable water pipeline will be
8 about two inches in diameter. The Certificate Holder will install the potable water line
9 underground. The potable water line will join the energy facility’s water supply pipeline
10 corridor at their intersection as shown on revised Figure B-2. [Amendment No. 1]

11
12 The Certificate Holder may also construct a demineralized water pipeline about six
13 inches in diameter from the PGE Beaver Generating Plant to the energy facility. If the
14 Certificate Holder constructs the demineralized water pipeline, it will not construct a
15 water treatment building as part of the energy facility. The Certificate Holder will install
16 a backup 13.8 kV electrical distribution line and a communications line in a conduit from
17 the PGE Beaver Generating Plant to the energy facility. The demineralized water line,
18 communications line, and backup electricity lines will be about 1, 200 feet long, and the
19 portion of the potable water line between the potable water storage tank and the water
20 supply pipeline corridor will be about 1,700 feet long [Amendments No. 1 & 3]

21
22 **Temporary Construction Staging and Laydown Areas.** Temporary construction
23 staging and laydown areas totaling approximately 12.4 acres will be located around the
24 energy facility site. Another laydown area of about 6 acres will be located on upland
25 south of the existing PGE water intake structure. The areas will be used for storing
26 equipment and materials and as staging areas for constructing the power plant.
27 Construction laydown and staging areas are as depicted on Figure B-2 rev.1, submitted
28 with the Fourth Request for Amendment on January 18, 2006. [Amendment No. 4]

29
30 **Spoils Disposal Area.** Excess soils from construction at the energy facility site will be
31 spread across the spoils disposal site of about 11.6 acres, which will be located southeast
32 of the PGE Beaver Generating Plant. [Amendment No. 3].

33
34 **Electric Transmission Line.** The energy facility will deliver electric power to the
35 regional grid by means of a new transmission line consisting of one 230 kV circuit on
36 monopole towers (up to 120 feet high) routed along existing power line easements. There
37 are two transmission line alternatives routes under consideration, with two other short
38 alternative segments in the vicinity of the BPA Allston Substation:

39
40 Alternative One. The first alternative will entail routing the transmission line from
41 the energy facility to the Bonneville Power Administration (“BPA”) Allston
42 Substation near Alston, Oregon (a distance of about 10 miles).

43
44 Alternative Two. The second alternative will entail routing the transmission line
45 from the energy facility to the PGE Trojan Substation near Goble, Oregon (a
46 distance of about 20 miles).

1
2 PWGP and the Summit Project present a unique situation regarding the transmission lines
3 for their facilities. The two proposed energy projects will be located close to each other
4 and will use the same existing transmission corridor and the same towers from Port
5 Westward to the vicinity of the BPA Allston Substation, Alternative One. The towers will
6 be double-circuited, with PWGP on one side and the Summit Project on the other.
7

8 The Portland General Electric Transmission Group will build the transmission lines for
9 either or both projects, depending on which energy facilities are eventually constructed.
10 The transmission line for each project is a related or supporting facility for that project,
11 and therefore, must be built to Council standards. However, because the Council is
12 reviewing the applications for both projects simultaneously, because they will use the
13 same towers, and because the same company will build and operate the transmission
14 lines, the Council has consolidated the reviews within the PWGP proceeding and is
15 placing conditions for the transmission lines in the site certificate for the Port Westward
16 Generating Project.
17

18 Some conditions account for the possibility that the Certificate Holder may construct the
19 Port Westward to BPA Allston Substation Transmission Line separately from
20 constructing the energy facility. Additionally, if the Certificate Holder for PWGP does
21 not construct the energy facility within the time specified in its Site Certificate or if it
22 terminates its Site Certificate, the Council intends that the Certificate Holder of the
23 Summit Project must amend its Site Certificate to include the 230 kV transmission line
24 from the Summit Project to the BPA Allston Substation.
25

26 C.2. LOCATION OF THE FACILITY 27

28 C.2.a. The Energy Facility Site

29 The energy facility will be located about seven miles by road northeast of the city of
30 Clatskanie in Columbia County, Oregon. The energy facility site will be located on an
31 approximately 852-acre parcel leased to PGE by the Port of St. Helens in Section 15,
32 Township 8 North, Range 4 West, Willamette Meridian. The energy facility site will be
33 fenced and will comprise about 17.526 acres of the larger parcel. ~~An alternative
34 configuration of the energy facility site excludes a strip 180 feet wide (50 feet south
35 and 130 feet north of an existing road across the site). Under this alternative, the
36 Certificate Holder could choose to exclude this strip from the energy facility site for
37 Phase 1. If the strip is excluded during Phase 1, the Certificate Holder shall declare
38 in writing to the Department before beginning construction of Phase 2 whether the
39 energy facility site for Phase 2 includes the 180-foot wide strip. [Amendments No.
40 1[Amendments No. 1, 2 & 27]~~
41

42 Bradbury Slough of the Columbia River lies to the northeast of the energy facility site.
43 Access to the energy facility site will be by traveling about 1.5 miles north on Kallunki
44 Road from its intersection with Alston-Mayger Road. The existing PGE Beaver
45 Generating Plant is located about one-half mile southwest of the energy facility site.
46

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

2 **Natural Gas Pipeline Corridors.** The primary natural gas pipeline will be about 18
3 inches in diameter and will interconnect with the existing Kelso-Beaver Pipeline about
4 1,000 feet west of the energy facility site. The natural gas pipeline corridor will lie within
5 the 852-acre parcel leased to PGE by the Port of St. Helens and situated within Section
6 15, Township 8 North, Range 4 West, Willamette Meridian.

7
8 The secondary natural gas pipeline will be about 12 inches in diameter, extending from
9 the energy facility to an extension of the existing NW Natural Beaver Lateral, near the
10 northeast corner of the Beaver Generating Plant. The related or supporting portion of the
11 new natural gas pipeline corridor will be approximately 2000 feet long and will lie within
12 the 852-acre parcel leased to PGE by the Port of St. Helens and situated within Sections
13 15 and 16, Township 8 North, Range 4 West, Willamette Meridian. [Amendment No. 5]

14
15 **Water Supply Pipeline Corridor.** The proposed water supply pipeline will supply raw
16 water to the energy facility from the existing PGE Beaver Generating Plant water intake
17 structure in Bradbury Slough of the Columbia River. The pipeline right-of-way will be
18 about 50 feet wide and 6,000 feet long, will cover an area of about 7 acres, and will lie
19 within the 852-acre parcel leased to PGE by the Port of St. Helens and situated within
20 Section 15, Township 8 North, Range 4 West, Willamette Meridian.

21
22 **Chlorination and Electrical Control Buildings.** Two small structures will be
23 constructed on upland south of the existing PGE Beaver Generating Plant water intake
24 structure in Bradbury Slough. The two structures, with a combined footprint of about 750
25 square feet, will lie within the 852-acre parcel leased to PGE by the Port of St. Helens
26 and situated within Section 15, Township 8 North, Range 4 West, Willamette Meridian.
27 [Amendment No. 3].

28
29 **Wastewater Pipeline Corridor.** Water discharged from the energy facility will be
30 returned to the Columbia River about one-half mile northwest of the energy facility. The
31 wastewater pipeline corridor will be about 100 feet wide and 2,400 feet long, will cover
32 an area of about 6 acres, and will lie primarily within the 852-acre parcel leased to PGE
33 by the Port of St. Helens and situated within Section 15 and 16, Township 8 North,
34 Range 4 West, Willamette Meridian. [Amendment No. 1]

35
36 **Utility Line Corridor Between the Energy Facility Site and the PGE Beaver**
37 **Generating Plant.** The Certificate Holder will construct a potable water pipeline, backup
38 electricity line, communications line and possibly a demineralized water pipeline from
39 the PGE Beaver Generating Plant or the potable water tank to the energy facility site. It
40 would install the lines a minimum depth of three feet below grade in existing roadways
41 entirely with the 825-acre parcel that the Port of St. Helens has leased to PGE. The parcel
42 is located within Section 15 and 22, Township 8 North, Range 4 West, Willamette
43 Meridian. [Amendment No. 1]

44
45 **Temporary Construction Staging and Laydown Areas.** Temporary construction
46 staging and laydown areas totaling approximately 12.4 acres will be located around the

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

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

16 **Transmission Line Corridor.** The transmission line will follow one of two alternative
17 routes:
18

19 Alternative One. Under this alternative, the energy facility will deliver electric
20 power to the BPA Allston Substation near Alston, Oregon, by means of a new
21 230-kV circuit on monopole steel structures, except where it will have to cross the
22 existing BPA lines. A separate 230 kV circuit will carry the output of the Summit
23 Project on the same structures, as noted above. The new transmission line will be
24 routed on an existing PGE right-of-way that is 250 feet wide, except at the BPA
25 Allston Substation where a new right-of-way may be required. The structures will
26 be placed on or near the centerline of the unused north half of the right-of-way.
27 The transmission line corridor will be about 125 feet wide and 10 miles long, will
28 occupy an area of about 300 acres, and will pass through Sections 15, 22, 23, 26,
29 35 and 36, Township 8 North, Range 4 West, and Sections 31, 5, 6, 4, 3 and 10,
30 Township 7 North, Range 3 West, Willamette Meridian.
31

32 Alternative Two. Under this alternative, the energy facility will deliver electric
33 power to Trojan near Goble, Oregon, by means of a new 230-kV circuit on
34 monopole steel structures. Between PWGP and the BPA Allston Substation, the
35 new transmission line will be routed on an existing PGE right-of-way 250 feet
36 wide as described in Alternative One. The structures will be placed on or near the
37 centerline of the unused north half of the right-of-way. Between the BPA Allston
38 Substation and Trojan, the new transmission line will run parallel to an existing
39 BPA transmission line. This section of the transmission line corridor will be about
40 125 feet wide and ten miles long, will occupy an area of about 300 acres, and will
41 pass through Sections 10, 11, 15, 14, 23 and 24, Township 7 North, Range 3
42 West, and Sections 19, 30, 29, 28, 33 and 34, Township 7 North, Range 2 West,
43 and Sections 3 and 2, Township 6 North, Range 2 West, Willamette Meridian.
44

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

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

10 **D. COUNCIL SITING STANDARDS**

11 **D.1. [PLACEHOLDER]**

12 [No Conditions]

13 **D.2. ORGANIZATIONAL EXPERTISE**

- 14
- 15 (1) The Certificate Holder shall report to the Department of Energy (“Department”) in a timely manner any change in the ownership of Portland General Electric Company (“PGE”).
- 16
- 17 (2) Before beginning construction of the energy facility, the Port Westward to Bonneville Power Administration (“BPA”) Allston Substation Transmission Line, or other related or supporting facilities, the Certificate Holder shall identify to the Energy Facility Siting Council (“Council”) whom it has chosen to act in the role of the engineering, procurement and construction (“EPC”) contractor(s) for specific portions of the work.
- 18
- 19 (3) If the Certificate Holder chooses a third-party contractor to operate the facility, the Certificate Holder shall submit to the Council the identity of the contractor so the Council may review the qualifications and capability of the contractor to meet the standards of OAR 345-0022-0010. If the Council finds that a new contractor meets these standards, the Council shall not require an amendment to the Site Certificate for the Certificate Holder to hire the contractor.
- 20
- 21 (4) Any matter of non-compliance under this Site Certificate shall be the responsibility of the Certificate Holder. Any notice of violation issued under the Site Certificate will be issued to the Certificate Holder. Any civil penalties levied shall be levied on the Certificate Holder.
- 22
- 23 (5) The Certificate Holder shall contractually require the EPC contractor(s) and all independent contractors and subcontractors involved in the construction and operation of the facility to comply with all applicable laws and regulations and with the terms and conditions of the Site Certificate. Such contractual provision shall not operate to relieve the Certificate Holder of responsibility under the Site Certificate.
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1 (6) The Certificate Holder shall obtain necessary state and local permits or approvals
2 required for the construction, operation and retirement of the facility or ensure
3 that its contractors obtain the necessary state and local permits or approvals.
4

5 ~~(7) — Before beginning construction of the energy facility, the Certificate Holder
6 shall deliver to the Department a copy of the agreement between the
7 Certificate Holder and the Port of St. Helens that provides that the
8 Certificate Holder may use up to 8.3 cubic feet per second of the water right
9 held by the Port of St. Helens under Permit to Appropriate the Public
10 Waters, issued by the State of Oregon, Water Resources Department, Permit
11 No. 53677. [Amendment No. 1]~~

12 ~~(7) [Deleted]. [Amendments No. 1 & 7]~~

13
14 (8) Before beginning construction of the energy facility, the Certificate Holder shall
15 deliver to the Department evidence that the Oregon Department of Environmental
16 Quality has issued to the Port of St. Helens a National Pollutant Discharge
17 Elimination System (“NPDES”) permit that provides for the discharge of non-
18 sanitary wastewater from the Port Westward Industrial Site, including all non-
19 sanitary wastewater produced by the energy facility.
20

21 (9) Before beginning construction of the energy facility, the Certificate Holder shall
22 deliver to the Department a copy of the agreement between the Certificate Holder
23 and the Port of St. Helens that provides for discharge of non-sanitary wastewater
24 from the energy facility by means of the NPDES permit issued to the Port of St.
25 Helens.
26

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

28
29 (1) The Certificate Holder shall retire the facility if the Certificate Holder
30 permanently ceases construction or operation of the facility. The Certificate
31 Holder shall retire the facility according to a final retirement plan approved by the
32 Council, as described in OAR 345-027-0110, and prepared pursuant to Condition
33 D.3(2).
34

35 (2) Two years before closure of the energy facility, the Certificate Holder shall
36 submit to the Department a proposed final retirement plan for the facility and site,
37 pursuant to OAR 345-027-0110, including:
38

39 (a) A plan for retirement that provides for completion of retirement within
40 two years of permanent cessation of operation of the energy facility and
41 that protects the public health and safety and the environment;
42

43 (b) A description of actions the Certificate Holder proposes to take to restore
44 the site to a useful, non-hazardous condition; and,
45

- 1 (c) A detailed cost estimate, a comparison of that estimate with the dollar
2 amount secured by a bond or letter of credit and any amount contained in a
3 retirement fund, and a plan for assuring the availability of adequate funds
4 for completion of retirement.
5
- 6 (3) The Certificate Holder shall prevent the development of any conditions on the site
7 that would preclude restoration of the site to a useful, non-hazardous condition to
8 the extent that prevention of such site conditions is within the control of the
9 Certificate Holder.
10
- 11 (4) A retirement plan that the Certificate Holder submits may provide transmission
12 lines constructed and operated under this Site Certificate remain in operation to
13 serve other energy facilities. [Amendment No. 3]
14
- 15 (5) ~~Before beginning construction of the energy facility, the~~The Certificate Holder
16 shall submit to the State of Oregon, through the Council, a bond or letter of credit
17 in the amount ~~of \$4,938,800 (in 2004 dollars as of the fourth quarter)~~described
18 below, naming the State of Oregon, acting by and through the Council, as
19 beneficiary or payee. ~~[Amendment No. 3]~~[Amendments No. 3 & 7]
20
- 21 (a) ~~If the Certificate Holder develops the energy facility in phases, then~~
22 ~~before~~Before beginning construction of ~~Phase~~Unit 1, the Certificate
23 Holder ~~shall submit~~submitted a bond or letter of credit in the amount of
24 \$3,698,000 (in 2004 dollars as of the fourth quarter). ~~Before beginning~~
25 ~~construction of Phase 2,~~Upon execution of the Seventh Amended Site
26 Certificate, the Certificate Holder ~~shall increase~~shall adjust the amount
27 of the bond or letter of credit to ~~\$4,938,800~~\$5,201,000 (in 1st Quarter
28 2010 dollars). ~~[Amendments No. 1 & 3]~~[Amendments No. 1, 3 & 7]
29
- 30 ~~(b) — [Deleted]. [Amendment No. 3]~~
31 (b) Before beginning construction of Unit 2, the Certificate Holder shall
32 submit a bond or letter of credit in an amount equal to the sum of (i)
33 \$5,201,000 (in 1st Quarter 2010 dollars for Unit 1, plus (ii) an amount
34 for Unit 2 determined by application of the Department's Facility
35 Retirement Cost and Estimating Guide² subject to review and
36 approval by the Department. [Amendments No. 3 & 7]
37
- 38 (c) [Deleted]. [Amendments No. 1 & 3]
39
- 40 (d) The form of the bond or letter of credit and identity of the issuer shall be
41 subject to approval by the Council.
42

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

- 1 (e) The Certificate Holder shall maintain a bond or letter of credit in effect at
2 all times until the energy facility or the Port Westward to BPA Allston
3 Substation Transmission Line has been retired, as appropriate.
4
- 5 (f) The calculation of ~~2004 dollars (or 2002 dollars or 2009 dollars in the~~
6 ~~case of the rate applicable to carbon dioxide emissions monetary path~~
7 ~~payment requirements)~~ 1st quarter 2010 dollars (or 2002 dollars for
8 purposes of any five year supplemental payments for carbon dioxide
9 offsets for power augmentation on Unit 1) shall be made using the U.S.
10 Gross Domestic Product Implicit Price Deflator, Chain-Weight, as
11 published in the Oregon Department of Administrative Services' "Oregon
12 Economic and Revenue Forecast," or by any successor agency (the
13 "Index")³. If at any time the Index is no longer published, the Council
14 shall select a comparable calculation of 2002, 2004 and 2009 dollars.
15 [Amendments No. 3, 6 and 7]
16
- 17 (g) The amount of the bond or letter of credit account shall increase annually
18 by the percentage increase in the Index.
19
- 20 (h) The Certificate Holder shall not revoke or reduce the bond or letter of
21 credit before retirement of the facility without approval by the Council.
22
- 23 (6) The Certificate Holder shall describe in the annual report submitted to the
24 Council, pursuant to OAR 345-026-0080, the status of the retirement fund or
25 other instrument to ensure it has adequate funds to restore the site.
26
- 27 (7) Before beginning construction of the energy facility, the Certificate Holder shall
28 prepare and submit to the Department a materials management and monitoring
29 plan that addresses the handling of hazardous substances, the measures it will
30 implement to prevent site contamination, and how it will document
31 implementation of the plan during construction. The materials management and
32 monitoring plan shall be subject to approval by the Department. For the purpose
33 of this condition and Conditions D.3(8), D.3(10), D.3(11), and D.3(12) below, the
34 terms "release" and "hazardous substances" shall have the meanings set forth at
35 ORS 465.200.
36
- 37 (8) Before beginning operation of the energy facility, the Certificate Holder shall
38 prepare and submit to the Department a materials management and monitoring
39 plan that addresses the handling of hazardous substances, the measures it will
40 implement to prevent site contamination, and how it will document
41 implementation of the plan during operation. The materials management and
42 monitoring plan shall be subject to approval by the Department.
43

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

- 1 (9) Not later than 10 years after the date of commercial operation of Phase 1 of the
2 energy facility, and each 10 years thereafter during the life of the energy facility,
3 the Certificate Holder shall complete an independent Phase I Environmental Site
4 Assessment of the energy facility site. Within 30 days after its completion, the
5 Certificate Holder shall deliver the Phase I Environmental Site Assessment report
6 to the Department. [Amendment No. 1]
7
- 8 (10) In the event that any Phase I Environmental Site Assessment identifies improper
9 handling or storage of hazardous substances or improper record keeping
10 procedures, the Certificate Holder shall correct such deficiencies within six
11 months after completion of the corresponding Phase I Environmental Site
12 Assessment. It shall promptly report its corrective actions to the Department. The
13 Council shall determine whether the corrective actions are sufficient.
14
- 15 (11) The Certificate Holder shall report any release of hazardous substances, pursuant
16 to DEQ regulations, to the Department within one working day after the discovery
17 of such release. This obligation shall be in addition to any other reporting
18 requirements applicable to such a release.
19
- 20 (12) If the Certificate Holder has not remedied a release consistent with applicable
21 Oregon Department of Environmental Quality standards or if the Certificate
22 Holder fails to correct deficiencies identified in the course of a Phase I
23 Environmental Site Assessment within six months after the date of the release or
24 the date of completion of the Phase I Environmental Site Assessment, the
25 Certificate Holder shall submit within such six-month period to the Council for its
26 approval an independently prepared estimate of the additional cost of remediation
27 or correction.
28
- 29 (a) Upon approval of an estimate by the Council, the Certificate Holder shall
30 increase the amount of its bond or letter of credit by the amount of the
31 estimate.
32
- 33 (b) In no event, however, shall the Certificate Holder be relieved of its
34 obligation to exercise all due diligence in remedying a release of
35 hazardous substances or correcting deficiencies identified in the course of
36 a Phase I Environmental Site Assessment.
37
- 38 (13) All funds received by the Certificate Holder from the salvage of equipment and
39 buildings shall be committed to the restoration of the energy facility site to the
40 extent necessary to fund the approved site restoration and remediation.
41
- 42 (14) The Certificate Holder shall pay the actual cost to restore the site to a useful, non-
43 hazardous condition at the time of retirement, notwithstanding the Council's
44 approval in the Site Certificate of an estimated amount required to restore the site.
45

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

7
8 (a) If the Certificate Holder does not submit a proposed final retirement plan
9 by the specified date or if the Council rejects the retirement plan that the
10 Certificate Holder submits, the Council may direct the Department to
11 prepare a proposed a final retirement plan for the Council's approval.

12
13 (b) Upon the Council's approval of the final retirement plan prepared pursuant
14 to subsection (a), the Council may draw on the bond or letter of credit
15 described in Condition D.3(5) and shall use the funds to restore the site to
16 a useful, non-hazardous condition according to the final retirement plan, in
17 addition to any penalties the Council may impose under OAR Chapter
18 345, Division 29.

19
20 (c) If the amount of the bond or letter of credit is insufficient to pay the actual
21 cost of retirement, the Certificate Holder shall pay any additional cost
22 necessary to restore the site to a useful, non-hazardous condition.

23
24 (d) After completion of site restoration, the Council shall issue an order to
25 terminate the Site Certificate if the Council finds that the facility has been
26 retired according to the approved final retirement plan.

27
28 **D.4. LAND USE**

29
30 (1) Before beginning construction of the energy facility, the Certificate Holder shall
31 submit a landscaping plan for the energy facility to Columbia County as part of its
32 building permit application for the energy facility. The landscaping plan shall be
33 subject to County approval, provided that the plan is consistent with this Site
34 Certificate and the Final Order. The Certificate Holder shall implement the
35 landscaping plan.

36
37 (2) Before beginning construction of the energy facility, the Certificate Holder shall
38 submit a site plan to Columbia County as part of its building permit application.

39
40 (3) Before beginning construction of the energy facility, the Certificate Holder shall
41 submit to Columbia County as part of its building permit application for the
42 energy facility a final parking lot plan that complies with Section 1400 of the
43 Columbia County Zoning Ordinance. The parking plan shall be consistent with
44 this Site Certificate and Attachment D of the Final Order. The Certificate Holder
45 shall implement the parking lot plan.

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

5
6 (5) Before beginning construction of the energy facility, the Certificate Holder shall
7 enter into a written contract with Columbia County that recognizes the rights of
8 land owners who are adjacent to and nearby the corridor for the transmission line
9 from the BPA Allston Substation to the Trojan Nuclear Plant where it crosses PF-
10 76 and FA-19 zones to conduct forest operations consistent with the Forest
11 Practices Act and Rules for uses authorized in OAR 660-006-0025, subsections
12 (4)(e), (m), (s), (t), and (w).

13
14 **D.5. STRUCTURAL STANDARD**

15
16 (1) The Certificate Holder shall design, engineer and construct the facility to avoid
17 dangers to human safety presented by seismic hazards affecting the site that are
18 expected to result from all maximum probable seismic events. In no event shall
19 the recommended seismic design parameters be any less than those prescribed by
20 the Oregon Uniform Building Code. As used in this condition, “seismic hazard”
21 includes ground shaking, landslide, liquefaction, lateral spreading, tsunami
22 inundation, fault displacement, and subsidence.

23
24 (2) If the Certificate Holder does not have subsurface information for design of the
25 transmission lines that is acceptable to the Department and the Oregon
26 Department of Geology and Mineral Industries (“DOGAMI”), then the Certificate
27 Holder shall drill exploratory borings at critical locations during final design of
28 the proposed transmission lines.

29
30 (3) Before beginning construction of the facility, the Certificate Holder shall provide
31 the Department and DOGAMI with a report containing results of geotechnical
32 investigations and recommendations for the design of the energy facility,
33 transmission lines and other related or supporting facilities.

34
35 (a) The Certificate Holder shall prepare the report consistent with the study
36 designs detailed in the Section D.5 of the Final Order and Section H.3 the
37 Application for a Site Certificate (“ASC”).

38
39 (b) If DOGAMI is not able to review the reports, the Department shall
40 arrange, in consultation with DOGAMI, for an independent review of the
41 report by a qualified registered geologist.

42
43 (c) If the Certificate Holder begins construction of the Port Westward to BPA
44 Allston Substation Transmission Line before beginning construction of
45 other parts of the facility, Condition D.5(3) shall apply only to the Port

1 Westward to BPA Allston Substation Transmission Line as long as it is
2 the only part of the facility under construction.
3

- 4 (4) In addition to, or concurrent with Condition D.5(3), before beginning construction
5 within the City of Rainier's Watershed zone, the Certificate Holder shall submit to
6 the City of Rainier, the Department and DOGAMI a geotechnical report prepared
7 by a registered engineer establishing that it can safely accomplish any
8 construction in a known slide hazard area, flood hazard area, or drainage way, or
9 on slopes exceeding 20 percent in that zone.
10
- 11 (5) If the geotechnical investigation reveals evidence that is not described in the ASC,
12 the Certificate Holder shall revise the facility design parameters to comply with
13 appropriate Uniform Building Code requirements.
14
- 15 (6) The Certificate Holder shall notify the Department, the State Building Codes
16 Division and DOGAMI promptly if site investigations or trenching reveals that
17 subsurface conditions differ significantly from those described in the ASC. After
18 the Department receives the notice, the Council may require the Certificate
19 Holder to consult with DOGAMI and the Building Codes Division and to propose
20 mitigation actions.
21
- 22 (7) The Certificate Holder shall notify the Department, the Building Codes Division
23 and DOGAMI promptly if shear zones, artesian aquifers, deformations, or clastic
24 dikes are found at or in the vicinity of the facility site.
25
- 26 (8) The Certificate Holder shall design, engineer and construct the facility to avoid
27 dangers to human safety presented by non-seismic or aseismic hazards affecting
28 the site. As used in this condition, "non-seismic or aseismic hazards" includes
29 settlement, landslides, groundwater, flooding, and erosion.
30
- 31 (9) The secondary gas supply pipeline constructed and operated by NWN shall be
32 designed to accommodate the potential for different settlement and seismic
33 induced differential deformation, particularly where the pipeline connects to the
34 existing supply line
35

36 **D.6. SOIL PROTECTION**
37

- 38 (1) Upon completion of construction in an area, the Certificate Holder shall use
39 native seed mixes to restore vegetation to the extent practicable and shall
40 landscape portions of the site disturbed by construction in a manner compatible
41 with the surroundings and proposed use. Conditions D.6(1) through D.6(6) shall
42 apply to all soil disturbing activities, including maintenance, repair,
43 reconstruction, and retirement of facilities. [Amendment No. 1]
44
- 45 (2) The Certificate Holder shall employ the following measures to control soil
46 erosion and sediment runoff by water and wind erosion:

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- (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 seeding, sediment traps and/or basins, rock check dams or gravel filter berms, and gravel construction entrances, and maintain these features throughout construction and restoration to reduce the potential for soil erosion and sediment runoff.
 - (f) Protect soil stockpiles with mulch and plastic sheeting.
- (3) If excessively wet conditions occur during construction, the Certificate Holder shall limit construction activities during such periods to the degree practicable in areas susceptible to soil compaction.
- (4) After completing construction in an area, the Certificate Holder shall monitor the construction area for a period of 12 months to evaluate whether construction-related impacts to soils are being adequately addressed by the mitigation procedures described in the Sediment Erosion and Control Plan. It shall submit its quality assurance measures to the Department for approval before beginning monitoring.
- (5) After completing construction in an area, the Certificate Holder shall use the results of the monitoring program in Condition D.6(4) to identify remaining soil impacts associated with construction that require mitigation. As necessary, the Certificate Holder shall implement follow-up restoration measures to address those remaining impacts and shall report in a timely manner to the Department what measures it has taken.
- (6) The Certificate Holder shall remove trapped sediment when the capacity of the sediment trap has been reduced by 50 percent and shall place such sediment in an upland area certified by a qualified wetland specialist.
- (7) The Certificate Holder shall contain all fuel and chemical storage in paved spill containment areas with a curb.

- 1 (8) The Certificate Holder shall design all inside spill containment areas to hold at
2 least 110 percent of the volume of liquids stored within them.
3
- 4 (9) The Certificate Holder shall design all spill containment areas located outdoors to
5 hold at least 110 percent of the volume of liquids stored within them, together
6 with the volume of precipitation that might accumulate during the 100-year return
7 frequency storm.
8
- 9 (10) During operation, the Certificate Holder shall minimize drift from the cooling
10 towers through the use of high efficiency drift eliminators that allow no more than
11 0.002 percent drift.
12

13 **D.7. PROTECTED AREAS**

14 [No Conditions]
15

16 **D.8. FISH AND WILDLIFE HABITAT**

- 17
- 18 (1) The Certificate Holder shall, to the extent practicable, avoid and, where avoidance
19 is not possible, minimize construction and operation disturbance to areas of native
20 vegetation and areas that provide important wildlife habitat. With respect to
21 construction of the facility, the Certificate Holder shall mitigate possible impacts
22 to wildlife by measures including, but not limited to, the following:
23
- 24 (a) Posting speed limit signs throughout the energy facility construction zone.
25
 - 26 (b) Instructing construction personnel, including construction contractors and
27 their personnel, on sensitive wildlife of the area and on required
28 precautions to avoid injuring or destroying wildlife.
29
 - 30 (c) Instructing construction personnel, including construction contractors and
31 their personnel, to watch out for wildlife while driving through the facility
32 site, to maintain reasonable driving speeds so as not to harass or strike
33 wildlife accidentally, and to be cautious and drive at slower speeds in a
34 period from one hour before sunset to one hour after sunrise when some
35 wildlife species are the most active.
36
 - 37 (d) Requiring construction personnel, including construction contractors and
38 their personnel, to report any injured or dead wildlife detected at the
39 facility site.
40
- 41 (2) The Certificate Holder shall construct, operate and retire the facility to minimize
42 impacts to vegetation and habitat.
43
- 44 (a) The energy facility shall be located within previously disturbed Habitat
45 Category 6, non-native grassland Habitat Category 4, and palustrine
46 emergent and forested/scrub-shrub wetlands Habitat Category 3.

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

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

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

- (a) Construction equipment may cross a stream if it is dry;
- (b) Construction equipment may cross streams that are not dry by using temporary structures to bridge the stream in a manner that minimizes disturbance to the bed, banks and water of the stream;
- (c) Construction equipment may cross a wet stream if the Certificate Holder notifies the Division of State Lands, the Oregon Department of Fish and Wildlife (“ODFW”) and the Department of its intent to cross the stream prior to the crossing and these agencies concur that the crossing is acceptable.
 - (A) The Certificate Holder shall return any stream bed or bank that it disturbs during construction or maintenance to conditions that are comparable to pre-disturbed conditions, including stabilizing the bed and banks and revegetating the riparian area with appropriate plant species.
 - (B) The Certificate Holder shall construct wet stream crossings within the ODFW-designated in-water work period.
 - (C) The Certificate Holder shall keep the wet stream crossing width to the minimum needed.

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

(6) Before beginning construction of the energy facility or beginning construction of the transmission lines, and in the appropriate season, the Certificate Holder shall conduct wildlife surveys within 0.25 miles of the site to locate great blue heron rookeries. Should it locate rookeries, the Certificate Holder shall consult with ODFW and the Department to determine the action necessary to avoid adverse

1 impacts. If it cannot avoid impacts, the Certificate Holder shall suspend
2 construction in the affected areas during the critical nesting period of the species,
3 as determined by the Department in consultation with ODFW.
4

5 ~~(7) — Should operation of the energy facility diminish the quality of nesting habitat
6 for bald eagles on Crims Island, the Certificate Holder shall mitigate that
7 impact in order to provide no net loss of habitat, plus a net benefit of habitat
8 quality.~~

9
10 ~~(a) — The Certificate Holder shall mitigate to compensate for any loss in
11 habitat quality if, within three complete bald eagle breeding seasons
12 after beginning commercial operation of the energy facility, studies
13 indicate that there has been a negative impact to habitat quality at the
14 bald eagle nest site.~~

15
16 ~~(b) — The Certificate Holder shall collect and provide accurate and timely
17 information to the Department and ODFW on the status (e.g., active
18 or inactive; successful or unsuccessful) of the bald eagle nest site
19 throughout three complete bald eagle breeding seasons after
20 beginning commercial operation of the energy facility.~~

21
22 ~~(c) — The Certificate Holder shall consult with the Department and ODFW
23 to develop a standardized set of procedures for 1) monitoring the nest
24 site, 2) ensuring that the data collected are sufficient for assessing any
25 impact to habitat quality, and 3) ensuring that the data are reported
26 in a timely manner.~~

27
28 ~~(d) — The Certificate Holder, in consultation with the Department and
29 ODFW, shall use the monitoring data to assess whether an impact to
30 habitat quality has occurred.~~

31
32 ~~(e) — If the Department, in consultation with ODFW, determines that a
33 negative impact to habitat quality has occurred as a result of
34 operating the energy facility during the monitoring period, the
35 Certificate Holder shall consult with the Department and ODFW to
36 develop an appropriate mitigation strategy to meet the mitigation goal
37 for Habitat Category 2.~~

38
39 ~~(f) — The Certificate Holder shall fund and implement the mitigation
40 strategy within two years of the Department's determination that a
41 negative impact to the habitat quality for the nesting bald eagles has
42 occurred from operation of the energy facility. [Amendments No. 1 &
43 3]~~

44
45 (7) The Certificate Holder will confirm breeding status and nest location of the Crims
46 Island bald eagles each year and consult with the Department and ODFW

1 concerning the need for monitoring and/or modifications to construction activities
2 if:

3
4 a) the project scope changes in a manner that may affect the bald eagles;
5 and/or,

6 b) the location(s) of bald eagle nests on Crims Island changes (e.g. moves
7 closer to the project construction site). [Amendment No. 7]
8

- 9 (8) As possible and practicable, the Certificate Holder shall conduct site preparation
10 for construction of the PW2 facility in a manner that minimizes potential for
11 impacting nesting native birds protected by the Migratory Bird Treaty Act
12 (MBTA), such as conducting initial site clearing outside of the breeding season
13 for most birds (generally March-July). Prior to commencement of construction
14 activity during the breeding season, a qualified biologist will conduct a walk-
15 down of the construction site to determine the presence of any active bird nests.
16 Construction personnel will be trained regarding avian awareness issues and
17 reporting of bird nests and dead birds found at the construction site (also see
18 Condition D.8(1) for wildlife awareness requirements). The Certificate Holder
19 will consult with USFWS and ODFW regarding any active bird nests found
20 within the construction disturbance area.

21 ~~Before beginning construction of **the facility,** the Certificate Holder shall conduct~~
22 ~~pre-construction surveys within **the analysis area** and establish construction~~
23 ~~buffers around raptor nests during the nesting season, as approved by ODFW. **If it**~~
24 ~~**is not practical for the Certificate Holder to avoid the nests of non-listed,**~~
25 ~~**threatened or endangered raptor species, the Certificate Holder shall**~~
26 ~~**implement in a timely manner a mitigation project approved by ODFW that**~~
27 ~~**meets the requirements of the Habitat Mitigation policy for “no net loss”**~~
28 ~~**appropriate to the Habitat Category. An exception to this is the artificial**~~
29 ~~**nesting platform located adjacent to the energy facility site that was installed**~~
30 ~~**by Clatskanie PUD to deter ospreys from nesting on a nearby PUD power**~~
31 ~~**pole. Protection buffers or other restrictions and mitigation do not apply to**~~
32 ~~**this artificial nesting site and are not required by ODFW. [Amendment No.**~~
33 ~~**3[Amendment No. 7]**~~

- 34
35 (9) The Certificate Holder shall schedule construction at the existing raw water intake
36 pump station to avoid the purple martin nesting season (April 1 through June 30).
37 Before beginning construction at the existing raw water intake pump station, the
38 Certificate Holder shall conduct a survey to determine the exact location of any
39 purple martin nests. Should the Certificate Holder cause unavoidable impacts to
40 occur to any purple martin nest, it shall construct, install and maintain an artificial
41 nest site at a nearby location. It shall pick an appropriate location in consultation
42 with ODFW and the Department.

- 43
44 (10) When working around riparian areas or waterways, the Certificate Holder shall
45 use only herbicide labeled for use in those areas. The Certificate Holder shall

- 1 abide by all labeling instructions when using herbicides for vegetation
2 maintenance associated with the energy facility and transmission lines rights-of-
3 way.
4
- 5 (11) The Certificate Holder shall locate chemical storage, servicing of construction and
6 maintenance equipment and vehicles, and overnight storage of wheeled vehicles
7 at least 330 feet from any wetland or waterway.
8
- 9 (12) The Certificate Holder shall not construct any structure other than fences, signs
10 and the water supply pipeline within 50 feet of any Class I river, stream or the
11 emergent vegetation adjacent to such a river or stream or within 25 feet of any
12 other rivers, streams, and sloughs or the emergent vegetation adjacent to such a
13 river, stream, or slough or within the riparian corridors established under
14 Columbia County Zoning Ordinance Section 1172, as appropriate for the local
15 jurisdiction. [Amendment No. 2]
16
- 17 (13) To mitigate for impacts to 19 acres of non-native grassland, the Certificate Holder
18 shall protect 19 acres of on-site emergent wetland habitat identified in the ASC by
19 execution of a conservation easement for the life of the energy facility. Before
20 beginning construction of Phase 1 of the energy facility, the Certificate Holder
21 shall provide a copy of the conservation easement or similar conveyance to the
22 Department. [Amendment No. 1]
23
- 24 (14) The Certificate Holder shall restore temporary upland and wetland disturbance
25 areas by returning the areas to their original grade and seeding, with appropriate
26 seed mixes as recommended by ODFW and as described in Exhibit P, Section
27 P.8.1, of Certificate Holder's Request for Amendment No. 7,⁴ and by mulching
28 the areas with straw. ~~The Certificate Holder shall obtain ODFW and Department
29 concurrence before changing the proposed seed mix.~~ [Amendment No. 7]
30
- 31 (15) The Certificate Holder shall not clear any more riparian vegetation than is
32 necessary for the permitted land use, including clearing required for safety
33 purposes, during construction or operation of the facility.
34
- 35 (16) During construction of the transmission line(s) and maintenance of the rights-of-
36 way, the Certificate Holder shall limit clearing of vegetation in riparian areas and
37 wetlands to that needed to prevent contact with the transmission line and to meet
38 clearance standards for safety and transmission line reliability, as provided in the
39 appropriate sections of the National Electrical Code. [Amendment No. 2]
40

⁴ 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 (17) The Certificate Holder shall mitigate for impacts to riparian shrub and forest
2 habitat that result in canopy cover of less than 25 percent by revegetating these
3 areas with appropriate native woody species according to the Typical
4 Revegetation Plan (ASC, Exhibit Q, page Q-6.1).
5
- 6 (18) The Certificate Holder shall, as soon as practicable and appropriate after
7 completing construction in an area, implement the mitigation measures specified
8 in Conditions D.8(13), D.8(14) and D.8(17).
9
- 10 (19) The Certificate Holder shall monitor revegetated areas for a period of five years
11 and shall ensure that new vegetation has an 80 percent survival rate.
12
- 13 (20) The Certificate Holder shall monitor and control nuisance and invasive plant
14 species annually for a period of five years in areas where vegetation removal
15 and/or revegetation has occurred in (1) riparian areas and wetlands along the
16 transmission line rights-of-way, and (2) in areas temporarily disturbed by
17 construction of the raw water, gas, and process water discharge lines, in the
18 temporary construction staging and laydown area northwest of the energy facility
19 site, and in the spoils disposal site. [Amendment No. 3]
20
- 21 (21) The Certificate Holder shall submit an annual monitoring report to ODFW and the
22 Department during the five-year monitoring period specified in Condition
23 D.8(20).
24
- 25 (22) Within one year after completion of construction of the facility or the Port
26 Westward to BPA Allston Substation Transmission Line, if constructed
27 separately, the Certificate Holder shall provide a summary report to ODFW and
28 the Department that identifies the revegetation actions it took and the results of
29 revegetation monitoring conducted to that time. If the Certificate Holder
30 constructs the energy facility in phases, the Certificate Holder shall provide the
31 summary report to ODFW and the Department within one year after completion
32 of each phase. [Amendment No. 1]
33
- 34 (23) Within three months after completion of the final annual monitoring survey, the
35 Certificate Holder shall provide a report to ODFW and the Department that
36 presents the results of its revegetation monitoring.
37
- 38 (24) If revegetation is not successful at establishing appropriate plant cover and
39 controlling erosion, the Certificate Holder shall take remedial actions as the
40 Department directs.
41
- 42 **(25) To mitigate for impacts to 8.5 acres of non-native grassland, the Certificate**
43 **Holder shall protect and enhance at least 8.5 acres of on-site emergent**
44 **wetland habitat identified in Certificate Holder's Request for Amendment**
45 **No. 7 by execution of a conservation easement for the life of the energy**
46 **facility. Habitat enhancement measures will include planting of trees and**

1 | shrubs and controlling invasive plant species as described in Exhibit P,
2 | Section P.8.1 of Certificate Holder's Request for Amendment No. 7,
3 | November 19, 2009 revision (Attachment D of the Site Certificate). -Before
4 | beginning construction of Unit 2 of the energy facility, the Certificate Holder
5 | shall provide a copy of the conservation easement or similar conveyance to
6 | the Department. [Amendment No. 7]
7 |
8 |

9 | **D.9. THREATENED AND ENDANGERED SPECIES**

- 10 |
11 | (1) Before beginning construction of the transmission line between the BPA Allston
12 | Substation and the Trojan Nuclear Plant, the Certificate Holder shall direct
13 | qualified personnel to conduct species ground surveys along the transmission line
14 | corridor and within 150 feet on either side of the transmission line corridor at the
15 | appropriate time of year to determine the presence of listed plant species. If listed
16 | plant species are identified in the course of the species ground surveys, their
17 | presence shall be noted on maps, and PGE shall provide copies of the maps to the
18 | Department and the Department of Agriculture.
19 |
20 | (2) During construction of the transmission lines, the Certificate Holder shall
21 | manipulate construction equipment and site poles, towers and access roads to
22 | avoid impacts, except as provided in Condition D.9(4), to known populations of
23 | state- or federally-listed plant species.
24 |
25 | (3) The Certificate Holder shall ensure that all maintenance practices along the
26 | transmission line corridor minimize impacts to known populations of listed plant
27 | species.
28 |
29 | (4) In the event the Certificate Holder determines that it cannot avoid known
30 | populations of listed plant species, the Certificate Holder shall engage qualified
31 | personnel to determine whether the proposed action has the potential to reduce
32 | appreciably the likelihood of the survival or recovery of the listed species, notify
33 | the Department of its findings, and obtain approval from the Oregon Department
34 | of Agriculture before proceeding with construction activities that affect the listed
35 | plant species. (OAR 603-073-0090).
36 |
37 | (5) Before beginning construction of the transmission line, the Certificate Holder
38 | shall employ measures to protect raptors in the design and construction of
39 | transmission lines. It shall design all energized transmission conductors with
40 | either a minimum separation of nine feet or other measures to reduce the potential
41 | for electrocution of raptors or other birds.
42 |
43 | (6) The Certificate Holder shall not conduct construction activities at the transmission
44 | line terminus at the Trojan Nuclear Plant that generate extreme noise or high
45 | levels of visual disturbance during the peregrine falcon critical nesting period
46 | from January 1 to June 30. Such activities include pile driving, excavation, and

1 grading for ground stabilization purposes and site preparation. Construction
2 activities involving lower levels of visible activity and less noise are allowed
3 throughout the year. These include such activities as excavating and setting forms,
4 pouring footings, erecting power line towers and bus duct, hanging conductor
5 wires, installing control wires, and testing.
6

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

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

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

36 (7) The Certificate Holder shall plant suitable vegetative species for deer forage and
37 cover within the wetland mitigation/enhancement area.
38

39 (8) The Certificate Holder shall coordinate with ODFW about whether to conduct
40 site-specific fish sampling at waterways that do not have confirmation of species
41 presence or absence along the transmission line corridor. If ODFW recommends
42 that the Certificate Holder conduct site-specific sampling, the Certificate Holder
43 shall do so and report the results to ODFW and the Department.
44

45 (9) The Certificate Holder shall not undertake construction at the energy facility site
46 during the bald eagle nesting season unless it obtains a final Biological Opinion

1 and Incidental Take Statement issued by the U.S. Fish and Wildlife Service that
2 addresses potential impacts to the bald eagle nest site on the northwest tip
3 (downstream end) of Crims Island.

4
5 (a) The Certificate Holder shall construct and operate the energy facility
6 consistent with the final Biological Opinion and Incidental Take Statement
7 issued by the U.S. Fish and Wildlife Service.

8
9 (b) If the requirements of the Biological Opinion and Incidental Take
10 Statement conflict with any conditions imposed in this Site Certificate, the
11 Certificate Holder shall consult with the Department and ODFW to
12 resolve the conflicts prior to taking any action in reliance on the Biological
13 Opinion and Incidental Take Statement. [Amendment No. 3]
14

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

- 16
17 (1) During construction of the facility, the Certificate Holder shall ensure that
18 contractors move equipment out of the construction area when it is no longer
19 expected to be used. To the extent practical, contractors shall lower equipment
20 with long arms, such as cranes, bucket trucks, backhoes, when not in use in order
21 to minimize visibility.
22
23 (2) During construction of the facility, the Certificate Holder shall control dust
24 through the application of water.
25
26 (3) During construction of the energy facility, the Certificate Holder shall use
27 directing and shielding devices on lights to minimize off-site glare. When there is
28 no nighttime construction activity, the Certificate Holder shall minimize night
29 lighting consistent with safety and security requirements.
30
31 (4) During operation of the energy facility, the Certificate Holder shall use directing
32 and shielding devices on lights to minimize off-site glare, consistent with safety
33 and security requirements.
34
35 (5) Before beginning construction of the energy facility, the Certificate Holder shall
36 submit to Columbia County and the Department an outdoor lighting plan that
37 shows how it will minimize glare from the energy facility site, consistent with
38 Conditions D.10(3) and D.10(4).
39
40 (6) The Certificate Holder shall paint structures with low-glare paint in colors
41 selected to complement the surrounding foreground and background colors.
42
43 (7) After completion of construction of related and supporting pipelines in an area,
44 the Certificate Holder shall re-vegetate any undeveloped areas disturbed by
45 construction activities using native species, including grasses, shrubs, and trees. If

1 necessary, the Certificate Holder shall water re-vegetated areas on a regular basis
2 until the plant species have been successfully established.

3
4 **D.11. HISTORIC, CULTURAL AND ARCHAEOLOGICAL RESOURCES**
5

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

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

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

15
16 **D.12. RECREATION**

17 [No Conditions]

18
19 **D.13. PUBLIC SERVICES**

20
21 (1) During construction, the Certificate Holder shall hire a contractor to provide
22 chemical toilet services or other appropriate facilities for construction personnel.

23
24 (2) ~~The Certificate Holder shall pay to Columbia County or its designee the~~
25 ~~appropriate Transportation Improvement Contribution (“TIC”) set forth in Section~~
26 ~~2.1 of the Agreement between Columbia County and Portland General Electric~~
27 ~~Company dated June 5, 2002 (“Agreement”).~~

28
29 (2) The Certificate Holder shall conduct a new Traffic Impact Analysis Study
30 according to parameters agreed to by Columbia County and the Certificate Holder
31 within 6 months from the date of issuance of Amendment 7 to PGE’s Site
32 Certificate, and shall enter into an Amended Traffic Improvement Agreement and
33 pay a new Traffic Improvement Contribution to Columbia County according to
34 the Amended Traffic Improvement Agreement and consistent with the new
35 Traffic Impact Analysis Study. [Amendment 7]

36
37 (3) The Certificate Holder shall not agree to amend the Agreement with Columbia
38 County to reduce, revoke or waive the requirement for payment of the appropriate
39 TIC without prior approval of the Council; however, such approval by the
40 Council shall not require an amendment to the Site Certificate.

41
42 (4) Before beginning construction of the energy facility, the Certificate Holder shall
43 coordinate with Columbia County the improvement and maintenance of signage
44 and striping at the mainline rail crossing on Kallunki Road, including the
45 installation of “DO NOT STOP ON TRACKS” signs.
46

- 1 (5) If construction of the energy facility occurs concurrently with construction of
2 other projects in the Port Westward Industrial Area, the Certificate Holder shall
3 coordinate with other users of the Port Westward Industrial Area to provide a
4 carpooling program that identifies and/or creates park-and-ride locations to
5 facilitate carpooling.
6
- 7 (6) If construction of the energy facility occurs concurrently with construction of
8 other projects in the Port Westward Industrial Area, the Certificate Holder shall
9 coordinate with Columbia County and other users of the Port Westward Industrial
10 Area on the implementation of a staggered shift schedule if Columbia County
11 determines that traffic conditions warrant it.
12
- 13 (7) During construction of the energy facility, the Certificate Holder shall use barge
14 and railroad deliveries of bulk materials to the extent practicable to minimize the
15 number of freight truck deliveries on local roads.
16
- 17 (8) The Certificate Holder shall construct a fire protection system within the
18 buildings and yard areas of the energy facility site that meets the requirements of
19 the Uniform Fire Code, as amended by Oregon and the National Fire Protection
20 Association standards, and all other applicable fire protection standards in effect
21 at the time of construction.
22
- 23 (9) The Certificate Holder shall provide a dedicated reserve capacity of 180,000
24 gallons in the raw water storage tank to serve as the fire suppression water source.
25
- 26 (10) For fire truck access, the minimum inside turning radius of curves in the road
27 system on the energy facility site shall be 40 feet.
28
- 29 (11) Prior to start of construction⁵ of Unit 2 of the energy facility, the certificate holder
30 shall obtain from the Water Resources Department (WRD) a permanent water right
31 transfer subject to the following conditions:
- 32 a. the right to the use of the water is restricted to beneficial use at the place of use
33 described in transfer application T-10955, and is subject to all other conditions
34 and limitations contained in Certificate 81969 and any related decree.
- 35 b. The quantity of water diverted at the new point of diversion, shall not exceed the
36 quantity of water (3.0 cfs) lawfully available at the original point of diversion.
- 37 c. WRD may require the water user to install a headgate, a totalizing flow meter, or
38 other suitable measuring devices at the point of diversion. If WRD notifies the
39 water user to install a headgate, a totalizing flow meter, or other measuring

⁵ In its amendment request, PGE requested that the condition apply prior to start of operation. However, ODOE recommends that the transfer be finalized prior to construction to ensure that a facility is not constructed without the certainty that the transfer will be approved in time for initial operation.

1 devices, the water user shall install such devices specified by WRD within the
2 period allowed in the notice. Once installed, the water user shall maintain the
3 meters or measuring devices in good working order and shall allow the
4 Watermaster access to the meters or measuring devices.

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

8 e. The approved changes shall be completed and full beneficial use of the water
9 shall be made on or before October 1, 2014⁶. A Claim of Beneficial Use prepared
10 by a Certified Water Rights Examiner shall be submitted by the Certificate Holder
11 to the Department within one year after the deadline for completion of the
12 changes and full beneficial use of the water.

13
14 f. Prior to issuance of the permanent transfer, the certificate holder shall provide to
15 ODOE and WRD a report of land ownership for the lands to which the water right
16 is appurtenant (the FROM lands). The report must be prepared by a title company.
17 The title company's report must either be: 1) prepared within three months of the
18 Energy Facility Siting Council's Final Order on PWGP Amendment 7, or 2)
19 reflect ownership information within three months of the recording of any water
20 right conveyance agreements for the property in the county deed records. The
21 ownership report shall include:

22
23 (A) Date reflected by the ownership information

24 (B) List of owners at that time

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

27 (D) A notarized statement of consent from any landowner listed in the ownership
28 report who is not already included in the transfer application, or other
29 information such as a water right conveyance agreement, if applicable.
30 [Amendment 7]

31
32 **D.14. WASTE MINIMIZATION, OAR 345-022-0120**

33
34 (1) During construction, operation and retirement of the energy facility, the
35 Certificate Holder shall separate recyclable materials from the solid waste stream
36 to the extent practicable, store those materials on site until sufficient quantities
37 exist to make recycling economic, and periodically deliver or sell those materials
38 to a recycling facility.
39

⁶ In the draft preliminary determination, WRD originally recommended a date of October 1, 2011. In subsequent correspondence PGE requested the date of 2014, and WRD stated its concurrence. See email from Dorothy Pedersen (WRD) to Rick Tetzloff (PGE) and Adam Bless (ODOE) dated 12-21-2009.

- 1 (2) During construction, operation and retirement of the energy facility, the
2 Certificate Holder shall segregate all used oil, mercury-containing lights, and
3 lead-acid and nickel-cadmium batteries, store such materials on site, and deliver
4 such materials to a recycling firm specializing in the proper disposal of such
5 materials.
6
- 7 (3) Upon completion of construction, the Certificate Holder shall dispose of all
8 temporary structures not required for facility operation and all timber, brush,
9 refuse, and flammable or combustible material resulting from clearing of land and
10 construction of the facility.
11
- 12 (4) During operation of the energy facility, the Certificate Holder shall convey all
13 storm water and water discharges other than sanitary sewage to pervious areas to
14 allow for percolation into the shallow groundwater.
15
- 16 (5) During operation of the energy facility, the Certificate Holder shall use internal
17 recycling of aqueous streams whereby water shall be recycled several times in the
18 cooling system before being discharged.
19

20 **D.15. CARBON DIOXIDE STANDARD**

- 21
- 22 (1) Before beginning construction of Phase 1 and Phase 2 of the energy facility,
23 respectively, the Certificate Holder shall submit to The Climate Trust a bond or
24 letter of credit in the amount of the monetary path payment requirement (in 2002
25 dollars for Phase 1 and in 2009 dollars for Phase 2) as determined by the
26 calculations set forth in Condition D.15(3) and based on the estimated heat rates
27 and capacities certified pursuant to Condition D.15(4) and as adjusted in
28 accordance with the terms of this Site Certificate pursuant to Condition
29 D.15(3)(c). For the purposes of this Site Certificate, the "monetary path payment
30 requirement" means the offset funds determined pursuant to OAR 345-024-0550
31 and -0560 and the selection and contracting funds that the Certificate Holder must
32 disburse to The Climate Trust, as the qualified organization, pursuant to OAR
33 345-024-0710 and this Site Certificate. The offset fund rate for the monetary path
34 payment requirement shall be \$0.85 per ton of carbon dioxide (in 2002 dollars)
35 for Phase 1 and \$1.27 per ton of carbon dioxide (in 2009 dollars) for Phase 2. The
36 calculation of 2002 and 2009 dollars shall be made using the Index set forth in
37 Condition D.3(5) and as required below in subsection (g). [Amendments No. 1 &
38 6]
39
- 40 (a) The form of the bond or letter of credit and identity of the issuer shall be
41 subject to approval by the Council.
42
- 43 (b) The form of the Memorandum of Understanding "MOU") between the
44 Certificate Holder and the Climate Trust establishing the disbursement
45 mechanism to transfer selection and contracting funds and offset funds to

1 The Climate Trust shall be substantially in the form of Attachment A to
2 this Site Certificate.

3
4 (c) Either the Certificate Holder or The Climate Trust may submit to the
5 Council for the Council's resolution any dispute between the Certificate
6 Holder and The Climate Trust that concerns the terms of the bond, letter of
7 credit, or MOU concerning the disbursement mechanism for the monetary
8 path payments, or any other issues related to the monetary path payment
9 requirement. The Council's decision shall be binding on all parties.

10
11 (d) The bond or letter of credit shall remain in effect until such time as the
12 Certificate Holder has disbursed the full amount of the monetary path
13 payment requirement to The Climate Trust. The Certificate Holder may
14 reduce the amount of the bond or letter of credit commensurate with
15 payments it makes to The Climate Trust. The bond or letter of credit shall
16 not be subject to revocation before disbursement of the full monetary path
17 payment requirement.

18
19 (e) In the event that the Council approves a new Certificate Holder for the
20 energy facility:

21
22 (A) The new Certificate Holder shall submit to the Council for the
23 Council's approval the form of a bond or letter of credit that
24 provides comparable security to the bond or letter of credit of the
25 current Certificate Holder. The Council's approval of a new bond
26 or letter of credit shall not require a site certificate amendment.

27
28 (B) The new Certificate Holder shall submit to the Council for the
29 Council's approval the form of an MOU between the new
30 Certificate Holder and The Climate Trust that is substantially in the
31 form of Attachment A to this Site Certificate. In the case of a
32 dispute between the new Certificate Holder and The Climate Trust
33 concerning the disbursement mechanism for monetary path
34 payments or any other issues related to the monetary path payment
35 requirement, either party may submit the dispute to the Council for
36 the Council's resolution as provided in Condition D.15(1)(c).
37 Council approval of a new MOU shall not require a site certificate
38 amendment.

39
40 (f) If calculations pursuant to Condition D.15(5) demonstrate that the
41 Certificate Holder must increase its monetary path payments, the
42 Certificate Holder shall increase the bond or letter of credit sufficiently to
43 meet the adjusted monetary path payment requirement within the time
44 required by Condition D.15(3)(c). Alternately, the Certificate Holder may
45 disburse any additional required funds directly to The Climate Trust
46 within the time required by Condition D.15(3)(c).

- 1
2 (g) The amount of the bond or letter of credit shall increase annually by the
3 percentage increase in the Index, and the disbursement of funds shall be
4 pro-rated within the year to the date of disbursement to The Climate Trust
5 from the calendar quarter of Council approval of the Site Certificate.
6
7 (2) The Certificate Holder shall disburse to The Climate Trust offset funds and
8 selection and contracting funds as requested by The Climate Trust. The Certificate
9 Holder shall make disbursements in response to requests from The Climate Trust
10 in accordance with subsections (a), (b), and (c).
11
12 (a) The Certificate Holder shall disburse all selection and contracting funds to
13 The Climate Trust before beginning construction.
14
15 (b) Upon notice pursuant to subsection (c), The Climate Trust may request
16 from the issuer of the bond or letter of credit the full amount of all offset
17 funds available or it may request partial payment of offset funds at its sole
18 discretion. Notwithstanding the specific amount of any contract to
19 implement an offset project, The Climate Trust may request up to the full
20 amount of offset funds the Certificate Holder is required to provide to
21 meet the monetary path payment requirement.
22
23 (c) The Climate Trust may request disbursement of offset funds by providing
24 notice to the issuer of the bond or letter of credit that The Climate Trust
25 has executed a letter of intent to acquire an offset project. The Certificate
26 Holder shall provide that the issuer of the bond or letter of credit disburse
27 offset funds to The Climate Trust within three business days of a request
28 by The Climate Trust for the offset funds in accordance with the terms of
29 the bond or letter of credit.
30
31 (3) The Certificate Holder shall submit all monetary path payment requirement
32 calculations to the Department for verification in a timely manner before
33 submitting a bond or letter of credit for Council approval and before entering into
34 an MOU with The Climate Trust. The Certificate Holder shall use the contracted
35 design parameters for capacities and heat rates that it reports pursuant to
36 Condition D.15(4) to calculate the estimated monetary path payment requirement,
37 along with the estimated annual hours of operation of power augmentation
38 technologies ~~and of non-base load power plants for Unit 2~~. The Certificate
39 Holder shall use the Year One Capacities and Year One Heat Rates that it reports
40 for the facility pursuant to Condition D.15(5) to calculate whether it owes
41 additional monetary path payments. [Amendment No. 7]
42
43 (a) The net carbon dioxide emissions rate for the base load gas plant shall not
44 exceed 0.675 pounds of carbon dioxide per kilowatt-hour of net electric
45 power output, with carbon dioxide emissions and net electric power output
46 measured on a new and clean basis, as defined in OAR 345-001-0010.

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

- (c) When the Certificate Holder submits the Year One Test reports required in Condition D.15(5), it shall increase its monetary path payments if the calculation using reported data shows that the adjusted monetary path payment requirement exceeds the monetary path payment requirement for which the Certificate Holder had provided a bond or letter of credit before beginning construction, pursuant to Condition D.15(1). The Certificate Holder shall submit its calculations to the Department for verification.
 - (A) The Certificate Holder shall make the appropriate calculations and fully disburse any increased funds directly to The Climate Trust within 30 days of filing the Year One Test reports.
 - (B) In no case shall the Certificate Holder diminish the bond or letter of credit it provided before beginning construction or receive a refund from The Climate Trust based on the calculations made using the Year One Capacities and the Year One Heat Rates.

- (4) The Certificate Holder shall include an affidavit certifying the heat rates and capacities reported in subsections (a), (b), (e) and ~~(b)~~f.
 - (a) Before beginning construction of the energy facility, the Certificate Holder shall notify the Council in writing of its final selection of a gas turbine vendor and heat recovery steam generator vendor and shall submit written design information to the Council sufficient to verify the base-load gas plant’s designed new and clean heat rate (higher heating value) and its net power output at the average annual site condition.
 - (b) Before beginning construction of the energy facility, the Certificate Holder shall submit written design information to the Council sufficient to verify the facility’s designed new and clean heat rate and its net power output at the average annual site condition when operating with power augmentation technologies.

- 1 (c) Before beginning construction of the energy facility, the Certificate Holder
2 shall specify the estimated annual average hours that it expects to operate
3 the power augmentation technologies.
4
- 5 (d) Upon a timely request by the Certificate Holder, the Department may
6 approve modified parameters for testing the power augmentation
7 technologies on a new and clean basis, pursuant to OAR 345-024-0590(1).
8 The Department’s approval of modified testing parameters for power
9 augmentation technologies shall not require a site certificate amendment.
10
- 11 (e) Before beginning construction of Unit 2, the Certificate Holder shall
12 notify the Council in writing of its final selection of the quantities and
13 vendors for reciprocating engines and combustion turbine generators
14 and shall submit written design information to the Council sufficient
15 to verify the non-base load power plant’s designed new and clean heat
16 rate (higher heating value) and its net power output at the average
17 annual site condition. [Amendment No. 7]
18
- 19 (f) Before beginning construction of Unit 2, the Certificate Holder shall
20 specify the estimated annual average hours that it expects to operate
21 each type of generating unit. The Certificate Holder may estimate
22 annual average hours of operation in a manner consistent with OAR
23 345-001-0010(38). [Amendment No. 7]
24
- 25 (g) Upon a timely request by the Certificate Holder, the Department may
26 approve modified parameters for testing the non-base load power
27 plants of Unit 2 on a new and clean basis, pursuant to OAR 345-024-
28 0590(1). The Department’s approval of modified testing parameters
29 for non-base load power plants shall not require a site certificate
30 amendment. [Amendment No. 7]
31
- 32 (5) Within the first 12 months of commercial operation of each phase of the energy
33 facility, the Certificate Holder shall conduct a 100-hour test at full power without
34 power augmentation technologies (“Year One Test-1”) and a test at full power
35 with power augmentation technologies for Unit 1 (“Year One Test-2”). A 100-
36 hour test performed for purposes of the Certificate Holder’s commercial
37 acceptance of the facility shall suffice to satisfy this condition in lieu of testing
38 after beginning commercial operation. [~~Amendment~~Amendments No. 6 & 7]
39
- 40 (a) Year One Test-1 shall determine the actual heat rate (“Year One Heat
41 Rate-1”) and the net electric power output (“Year One Capacity-1”) on a
42 new and clean basis, without degradation, with the results adjusted for the
43 average annual site condition for temperature, barometric pressure, and
44 relative humidity, and using a rate of 117 pounds of carbon dioxide per
45 million Btu of natural gas fuel pursuant to OAR 345-001-0010(35).
46

- 1 (b) Year One Test-2 shall determine the actual heat rate (“Year One Heat
2 Rate-2”) and net electric power output (“Year One Capacity-2”) for the
3 facility operating with power augmentation technologies, without
4 degradation, with the results adjusted for the average annual site condition
5 for temperature, barometric pressure and relative humidity, and using a
6 rate of 117 pounds of carbon dioxide per million Btu of natural gas fuel
7 pursuant to OAR 345-001-0010(35). The full power test shall be 100
8 hours duration unless the Department has approved a different duration
9 pursuant to Condition (4)(d), or (4)(g). [Amendment No. 7]
10
- 11 (c) The Certificate Holder shall notify the Department at least 60 days before
12 conducting the tests required in subsections (a) and (b) unless a shorter
13 time is mutually agreed upon.
14
- 15 (d) Before conducting the tests required in subsections (a) and (b), the
16 Certificate Holder shall, in a timely manner, provide to the Department a
17 copy of the protocol for conducting the tests.
18
- 19 (e) Within two months after completing the Year One Tests, the Certificate
20 Holder shall provide to the Council a report of the results of the Year One
21 Tests.
22
- 23 (f) If the certificate holder elects to report all carbon dioxide emissions based
24 on direct measurements pursuant to OAR 345-024-0590(5)(b), then the
25 Year One Test for Unit 2 is not required. However, if the Year One test is
26 not performed, then the certificate holder must continue to report carbon
27 dioxide emissions using actual measured emissions as reported to the
28 Department of Environmental Quality or the U.S. Environmental
29 Protection Agency for all subsequent five year periods over the life of Unit
30 2, and may not change its election to report based on new and clean heat
31 rate in any subsequent five year period. [Amendment 7]
32
- 33 (g) If the Year One test is not performed for Unit 2 pursuant to subsection (f)
34 of this condition, then the certificate holder shall report its net kWh
35 generation and actual measured carbon dioxide emissions for the 12 month
36 period following start of commercial operation of Unit 2. The certificate
37 holder shall report the net kWh generation and actual carbon dioxide
38 emissions for this period to the Department within two months of the end
39 of the first 12 month period. The certificate holder shall use the net kWh
40 generation and measured carbon dioxide emissions to perform the
41 calculations to determine if supplemental monetary path payments are
42 needed as set forth in Condition D.15(6). The certificate holder shall
43 submit these calculations to the Department for verification as set forth in
44 Condition D.15(7).
45

- 1 (6) If calculations pursuant to Condition D.15(7) demonstrate that the Certificate
2 Holder must supplement its monetary path payments (“supplemental monetary
3 path payment requirement”), the Certificate Holder shall provide a bond or letter
4 of credit sufficient to meet the supplemental monetary path payment requirement
5 within the time required by Condition D.15(7)(b). The bond or letter of credit
6 shall not be subject to revocation before disbursement of the supplemental
7 monetary path payment requirement. Alternately, the Certificate Holder may
8 disburse in cash any such supplemental monetary path payments directly to The
9 Climate Trust within the time required by Condition D.15(7).
- 10
- 11 (7) The Certificate Holder shall submit all supplemental monetary path payment
12 requirement calculations and data to the Department for verification. ~~The~~
13 ~~Certificate Holder shall use the Year One Capacity-2 and Year One Heat~~
14 ~~Rate-2 that it reports for the facility pursuant to Condition D.15(5)(b) to~~
15 ~~calculate whether it owes supplemental monetary path payments, pursuant~~
16 ~~to subsections (a) and (b).~~ [Amendment No. 7]
- 17
- 18 (a) Each five years after beginning commercial operation of ~~the energy~~
19 ~~facility~~Unit 1 (“Unit 1 five-year reporting period”), the Certificate Holder
20 shall report to the Department the annual average hours ~~the facility~~Unit 1
21 operated with power augmentation technologies during that Unit 1 five-
22 year reporting period, pursuant to OAR 345-024-0590(6). The Certificate
23 Holder shall ~~submit~~use the Year One Capacity-2 and Year One Heat
24 Rate-2 that it reports for Unit 1 pursuant to Condition D.15(5)(b) to
25 calculate whether it owes supplemental monetary path payments. The
26 Certificate Holder shall submit Unit 1 five-year reports to the
27 Department within 30 days of the anniversary date of beginning
28 commercial operation of ~~the energy facility.~~Unit 1. [Amendment No. 7]
- 29
- 30 (b) If the Department determines that ~~the energy facility~~Unit 1 exceeds the
31 projected net total carbon dioxide emissions calculated pursuant to
32 Conditions D.15(4) and D.15(5), prorated for five years, during any Unit 1
33 five-year reporting period described in subsection (a), the Certificate
34 Holder shall offset excess emissions for the specific reporting period
35 according to subsection (A) and shall offset the estimated future excess
36 emissions according to subsection (B), pursuant to OAR 345-024-0600(4).
37 The Certificate Holder shall offset excess emissions using the monetary
38 path as described in OAR 345-024-0710, except that contracting and
39 selecting funds shall equal twenty (20) percent of the value of any offset
40 funds up to the first \$250,000 (in 2002 dollars) and 4.286 percent of the
41 value of any offset funds in excess of \$250,000 (in 2002 dollars). The
42 Certificate Holder shall disburse the funds to The Climate Trust within 30
43 days after notification by the Department of the amount that the Certificate
44 Holder owes. [Amendment No. 7]
- 45

1 (A) In determining the excess carbon dioxide emissions that the
2 Certificate Holder must offset for a Unit 1 five-year period, the
3 Department shall apply OAR 345-024-0600(4)(a). The Certificate
4 Holder shall pay for the excess emissions at \$0.85 per ton of
5 carbon dioxide emissions (in 2002 dollars) ~~for Phase 1 and \$1.27~~
6 ~~per ton of carbon dioxide emissions (in 2009 dollars) for Phase~~
7 ~~2.~~ The Department shall notify the Certificate Holder and The
8 Climate Trust of the amount of payment required, using the
9 monetary path, to offset excess emissions.

10 [~~Amendment~~Amendments No. 6 & 7]

11
12 (B) The Department shall calculate estimated future excess emissions
13 and notify the Certificate Holder of the amount of payment
14 required, using the monetary path, to offset them. To estimate
15 excess emissions for the remaining period of the deemed 30-year
16 life of the facility, the Department shall use the parameters
17 specified in OAR 345-024-0600(4)(b). The Certificate Holder shall
18 pay for the estimated excess emissions at \$ 0.85 per ton of carbon
19 dioxide (in 2002 dollars) ~~for Phase 1 and \$1.27 per ton of carbon~~
20 ~~dioxide (in 2009 dollars) for Phase 2.~~ The Department shall
21 notify the Certificate Holder of the amount of payment required,
22 using the monetary path, to offset future excess emissions.

23 [~~Amendment~~Amendments No. 6 & 7]

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

30
31 (d) Each five years after beginning commercial operation of Unit 2 (“Unit
32 2 five-year reporting period”), the Certificate Holder shall report to
33 the Department the information required by either subsection A or B.
34 The Certificate Holder shall submit Unit 2 five-year reports to the
35 Department within 30 days of the anniversary date of beginning
36 commercial operation of Unit 2. [Amendment No. 7]

37
38 (A) If the Certificate Holder has elected to calculate any excess
39 emissions using annual average hours of operation and new
40 and clean heat rates, the Certificate Holder shall report the
41 annual average hours of operation of each generating unit
42 within Unit 2 during that Unit 2 five-year reporting period,
43 pursuant to OAR 345-024-0590(6). The Certificate Holder shall
44 use the Year One Capacity-1 and Year One Heat Rate-1 that it
45 reports for the corresponding generating units of Unit 2

1 pursuant to Condition D.15(5)(a) to calculate whether it owes
2 supplemental monetary path payments. [Amendment 7]
3

4 (B) If the Certificate Holder has elected to calculate any excess
5 emissions using actual or measured carbon dioxide emissions
6 as reported to either the Oregon Department of Environmental
7 Quality or the U.S. Environmental Protection Agency pursuant
8 to a mandatory carbon dioxide reporting requirement, the
9 Certificate Holder shall submit to the Department the carbon
10 dioxide reporting data for that Unit 2 five-year reporting
11 period and shall use that data to determine whether it owes
12 supplemental monetary path payments. [Amendment 7]
13

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

31 (A) In determining the excess carbon dioxide emissions that the
32 Certificate Holder must offset for a Unit 2 five-year period, the
33 Department shall apply OAR 345-024-0600(4)(a), unless the
34 Certificate Holder has elected under OAR 245-024-0590(5) to
35 utilize actual or measured carbon dioxide emissions as
36 reported to either the Oregon Department of Environmental
37 Quality or the U.S. Environmental Protection Agency pursuant
38 to a mandatory carbon dioxide reporting requirement. The
39 Certificate Holder shall pay for the excess emissions at \$1.27
40 per ton of carbon dioxide emissions (in 1st Quarter 2010
41 dollars). The Department shall notify the Certificate Holder
42 and The Climate Trust of the amount of payment required,
43 using the monetary path, to offset excess emissions.
44 [Amendment No. 7]
45

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

12
13 (8) The combustion turbine for the base-load gas plant and power augmentation
14 technologies and any combustion turbines constructed as part of Unit 2 shall
15 be fueled solely with pipeline quality natural gas or with synthetic gas with a
16 carbon content per million Btu no greater than pipeline-quality natural gas. Any
17 reciprocating engines constructed as part of Unit 2 shall be fueled solely with
18 pipeline quality natural gas or with synthetic gas with a carbon content per
19 million Btu no greater than pipeline-quality natural gas, except that distillate
20 fuel may be used for micro-pilot systems. [Amendment No. 7]

21
22 (9) With respect to incremental capacity and fuel consumption increases for which
23 the Certificate Holder has not previously complied with the carbon dioxide
24 standard, the Certificate Holder shall comply substantially with Conditions
25 D.15(1) through D.15(8) in lieu of the Council's requiring an amendment,
26 provided that:

27
28 (a) The Council determines, pursuant OAR 345-027-0050, that the Certificate
29 Holder does not otherwise require an amendment, and further provided
30 that:

31
32 (b) The Certificate Holder shall meet the appropriate carbon dioxide
33 emissions standard and monetary offset rate in effect at the time the
34 Council makes its determination pursuant to OAR 345-027-0050.

35
36 (10) Notwithstanding Conditions D.15(1) through d.15(9), if the Certificate Holder
37 begins construction of the Port Westward to BPA Allston Substation
38 Transmission Line, but no other part of the energy facility or other related or
39 supporting facilities, the Certificate Holder shall not be required to comply with
40 Conditions D.15(1) through D.15(9). The Certificate Holder shall comply with
41 Conditions D.15(1) through D.15(9) in connection with construction of any part
42 of the energy facility or related or supporting facilities other than the Port
43 Westward to BPA Allston Substation Transmission Line.

44
45 (11) If the Certificate Holder begins construction of Phase 1, but not Phase 2, the
46 Certificate Holder shall comply with Conditions D.15(1) through D.15(9) for

1 Phase 1. If the Certificate Holder later begins construction of Phase 2, the
2 Certificate Holder shall comply with Conditions D.15(1) through D.15(9)for
3 Phase 2. [Amendment No. 1]
4

5 **E. OTHER APPLICABLE REGULATORY REQUIREMENTS**

6
7 **E.1. REQUIREMENTS UNDER COUNCIL JURISDICTION**

8
9 **E.1.a. Noise**

- 10
11 (1) During construction of the facility, the Certificate Holder shall schedule most
12 heavy construction to occur during daylight hours. Construction work at night
13 shall be limited to work inside buildings and other structures when possible.
14
15 (2) During construction of the facility, the Certificate Holder shall require contractors
16 to equip all combustion engine-powered equipment with exhaust mufflers.
17
18 (3) During construction of the energy facility, transmission lines or other related or
19 supporting facilities, the Certificate Holder shall establish a complaint response
20 system at the construction manager's office to address noise complaints.
21
22 (4) Within six months after the start of commercial operation of the energy facility⁷,
23 the Certificate Holder shall retain a qualified noise specialist to measure noise
24 levels associated with the energy facility operation-when environmental
25 conditions are expected to result in maximum sound propagation between the
26 source and the receivers and when the energy facility is operating in a typical
27 operations mode that produces maximum noise levels.
28 (a) The specialist shall measure noise levels at sites (1), (2), (5) and
29 (6), as described in Exhibit X of the ASC, to determine if actual
30 noise are within the levels specified in the applicable noise
31 regulations in OAR 345-035-0035(1)(b)(B)(i).
32 (b) The Certificate Holder shall report the results of the noise
33 evaluation to the Department.
34 (c) If actual noise do not comply with applicable DEQ regulations, the
35 Certificate Holder shall take those actions necessary to comply
36 with the regulations as soon as practicable.
37 (d) If initial measurements show that actual noise levels at site (5) by 7
38 dBA or more, the Certificate Holder shall measure the noise levels
39 as specified in this condition and shall repeat the process outlined
40 in subsections (a), (b), and (c) for site (5) within six months after

⁷ In its request for amendment 7, PGE requested changes to this condition to reflect Unit 2. However, in its Proposed Order, the Department recommends maintaining the original condition (4) for the energy facility, which began commercial operation upon completion of Unit 1. Conditions 6 through 8 refer specifically to Unit 2.

1 completion of the initial measurements.

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

4
5 (6) The Certificate Holder may measure noise levels at sites (2), (6) and (7) to
6 determine if the operation of Cascade Grain or other developments, exclusive
7 of the energy facility, have increased the L50 noise levels above 33 dBA at
8 site (2) or 34 dBA at site (6) or 38 dBA at site (7). The Certificate Holder
9 shall report the results of the noise evaluation to the Department indicating
10 any adjustments to applicable noise limits consistent with OAR 340-035-
11 0035(1)(b)(B)(i). [Amendment No. 7]

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

19
20 (a) The specialist shall measure noise levels at sites (1), (2), (5),(6),
21 and (7), to determine if actual noise levels generated by the
22 PWGP are within the levels specified by the applicable noise
23 regulations in OAR 345-035-0035(1)(b)(B)(i). The noise levels
24 at sites 1 and 2 shall be measured when the wind is either calm
25 or out of a northerly direction but blowing no more than 10
26 mph. The noise levels at sites 5, 6 and 7 shall be measured
27 when the wind is either calm or out of a southerly direction but
28 blowing no more than 10 mph.

29
30 (b) The Certificate Holder shall report the results of the noise
31 evaluation to the Office.

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

37
38 (d) If initial measurements at site (5) show that the hourly L₅₀
39 noise level is 48 dBA or more with the Beaver Plant in
40 operation or 47 dBA or more without the Beaver Plant in
41 operation, the Certificate Holder shall repeat the process
42 outlined in subsections (a), (b), and (c) at site (5), (6) and (7)
43 within six months after completion of the initial measurements.
44 [Amendment No. 7]

45

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

9 (9) The certificate holder shall confirm the PW1 noise level estimate at Receiver
10 7 prior to the final design of PW2 and propose mitigation measures as
11 necessary. [Amendment No. 7]

12 **E.1.b. Wetlands and Removal/Fill Permit**

13 (1) Before beginning construction of Phase 1 of the energy facility or the Port
14 Westward to BPA Allston Substation Transmission Line, as appropriate, the
15 Certificate Holder shall obtain a U.S. Army Corps of Engineers and Oregon
16 Division of State Lands Joint Removal/Fill Permit substantially in the form of the
17 Removal/Fill Permit in Attachment C; provided, that mitigation required under
18 the Removal/Fill Permit shall allow for accommodation of Corps of Engineers
19 mitigation requirements, subject to the concurrence of the Department, in
20 consultation with the Division of State Lands and affected federal agencies.
21 [Amendment No. 1]

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

25 (3) The Certificate Holder shall clearly stake the wetland boundary adjacent to the
26 spoils disposal area and the wetland number 4 boundary adjacent to the
27 construction laydown/staging areas in the vicinity of the energy facility prior to
28 any ground disturbing activity in the spoils disposal area or in the construction
29 laydown/staging areas in the vicinity of the energy facility, and shall maintain the
30 staking until all ground-disturbing activities in the spoils disposal area and in the
31 construction laydown/staging areas in the vicinity of the energy facility have been
32 completed. The Certificate Holder shall instruct all contractors disposing of soil in
33 the spoils disposal area and using the construction laydown/staging areas in the
34 vicinity of the energy facility about the purpose of the staking and shall require
35 them to avoid any impact to the wetlands. [Amendment No. 3]

36 **E.1.c. Public Health and Safety**

37 (1) If local public safety authorities notify the Certificate Holder and the Department
38 that the operation of the energy facility is contributing significantly to ground
39 level fogging or icing along public roads and is likely to pose a significant threat
40 to public safety, the Certificate Holder shall cooperate with local public safety

- 1 authorities regarding the posting of warning signs on affected roads and the
2 implementation of other reasonable safety measures.
3
- 4 (2) The Certificate Holder shall design the transmission lines and backup electricity
5 lines so that alternating current electric fields shall not exceed 9 kV per meter at
6 one meter above the ground surface in areas accessible to the public. [Amendment
7 No. 1]
8
- 9 (3) The Certificate Holder shall design the transmission lines and backup electricity
10 lines so that induced currents and voltage resulting from the transmission lines are
11 as low as reasonably achievable. [Amendment No. 1]
12
- 13 (4) The Certificate Holder shall develop and implement a program that provides
14 reasonable assurance that all fences, gates, cattle guards, trailers, or other objects
15 or structures of a permanent nature that could become inadvertently charged with
16 electricity are grounded or bonded throughout the life of the transmission line.
17
- 18 (5) The Certificate Holder shall restore or mitigate the reception of radio and
19 television at residences and commercial establishments in the primary reception
20 area to the level present before operation of the transmission line at no cost to
21 residents or businesses experiencing interference resulting from the transmission
22 line.
23
- 24 (6) The Certificate Holder shall design, construct and operate the transmission lines
25 and backup electricity lines in accordance with the requirements of the National
26 Electrical Safety Code. [Amendment No. 1]
27
- 28 (7) The Certificate Holder shall take reasonable steps to reduce or manage exposure
29 to electromagnetic fields (EMF), consistent with Council findings presented in the
30 "Report of EMF Committee to the Energy Facility Siting Council," March 30,
31 1993, and subsequent findings. Effective on the date of this Site Certificate, the
32 Certificate Holder shall provide information to the public, upon request, about
33 EMF levels associated with the energy facility and related transmission lines and
34 backup electricity lines. [Amendment No. 1]
35
- 36 (8) At least 30 days before beginning preparation of detailed design and
37 specifications for the electrical transmission line(s) and backup electricity line(s)
38 or the natural gas pipelines, the Certificate Holder shall consult with the Oregon
39 Public Utility Commission staff to ensure that its designs and specifications are
40 consistent with applicable codes and standards. [Amendments No. 1 & 5]
41
- 42 (9) With respect to the related or supporting natural gas pipelines, the Certificate
43 Holder shall design, construct and operate the pipeline in accordance with the
44 requirements of the U.S. Department of Transportation as set forth in Title 49,
45 Code of Federal Regulations, Part 192. [Amendment No. 5]
46

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

- 2
- 3 (1) Before beginning commercial operation of Phase 1 of the energy facility, the
- 4 Certificate Holder shall demonstrate that the DEQ has issued to the Certificate
- 5 Holder a Water Pollution Control Facilities Permit, substantially in the form of
- 6 Attachment B.1, allowing for on-site sanitary waste disposal. [Amendment No. 1]
- 7
- 8 (2) The Certificate Holder shall comply with state laws and rules applicable to Water
- 9 Pollution Control Facilities Permits that are adopted in the future to the extent that
- 10 such compliance is required under the respective statutes and rules.
- 11

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

13

14 **F.1. MANDATORY CONDITIONS IN SITE CERTIFICATES**

15

16 **Amendment of Site Certificate**

- 17 (1) The Council shall not change the conditions of the Site Certificate except in
- 18 accordance with the applicable provisions of OAR 345, Division 27, in effect on
- 19 the date of the Council action.
- 20

21 **Legal Description**

- 22 (2) Before beginning construction of Phase 1 of the energy facility, the Certificate
- 23 Holder shall submit to the Department a legal description of the site, except as
- 24 provided in OAR 345-027-0023(6). [Amendment No. 1]
- 25
- 26 (a) The legal description of the site for purposes of beginning construction of
- 27 Phase 1 may exclude the 180-foot wide strip (50 feet south and 130 feet
- 28 north of an existing road) immediately north of Phase 1.
- 29
- 30 (b) The Certificate Holder shall notify the Department in writing if it is
- 31 exercising the option to exclude the 180-foot wide strip from Phase 1.
- 32
- 33 (c) If the Certificate Holder excludes the strip from the legal description
- 34 during Phase 1, the Certificate Holder shall submit to the Office, before
- 35 beginning construction of Phase 2 of the energy facility, a legal
- 36 description indicating whether the energy facility site for Phase 2 includes
- 37 the 180-foot wide strip. [Amendment No. 2]
- 38

39 **General Requirements**

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

- 1
2 (c) In compliance with all applicable permit requirements of other state
3 agencies.
4

5 **Construction Rights on Site**

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

- 15
16 (a) The Certificate Holder has construction rights on that part of the site; and,
17
18 (b) The Certificate Holder would construct and operate part of the facility on
19 that part of the site even if a change in the planned route of the
20 transmission line or pipeline occurs during the Certificate Holder's
21 negotiations to acquire construction rights on another part of the site.
22

23 For purposes of this condition, the “site” for purposes of beginning construction
24 of Phase 1 may exclude the 180-foot wide strip (50feet south and 130 feet north
25 of an existing road) immediately north of Phase 1. [Amendment No. 2]
26

27 **Beginning and Completing Construction**

- 28 (5) The Certificate Holder shall begin construction of the energy facility by
29 November 8, 2006. Beginning construction of the Port Westward to BPA Allston
30 Substation Transmission Line shall not satisfy this requirement. [Amendment No.
31 2]
32
33 (a) The Certificate Holder shall report promptly to the Department the date
34 that it began construction of the facility, as defined in OAR 345-001-0010.
35 In reporting the beginning of construction, the Certificate Holder shall
36 briefly describe all work on the site performed before beginning
37 construction, including work performed before the Council issued the Site
38 Certificate and work performed to construct the Port Westward to BPA
39 Allston Substation Transmission Line, and shall state the cost of that
40 work, pursuant to OAR 345-026-0048. If the Certificate Holder constructs
41 the energy facility in phases, the Certificate Holder shall report the
42 beginning of construction of each phase. [Amendment No. 1]
43
44 (b) If the Certificate Holder begins construction of the Port Westward to BPA
45 Allston Substation Transmission Line, as defined in OAR 345-001-0010,
46 prior to beginning construction of the energy facility, it shall promptly

1 report to the Department the date it began construction of the transmission
2 line.

3
4 (6) The Certificate Holder shall complete construction of the facility by May 8, 2011.
5 The completion of construction date is the day by which (1) the facility is
6 substantially complete as defined by the Certificate Holder's construction contract
7 documents; (2) acceptance testing is satisfactorily completed; and, (3) the energy
8 facility is ready to commence continuous operation consistent with the Site
9 Certificate. Completion of construction of the Port Westward to BPA Allston
10 Substation Transmission Line separately shall not satisfy this requirement.
11 [Amendments No. 2 & 6]

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

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

22
23 (c) Separate completion of construction of Port Westward to BPA Allston
24 Substation Transmission Line shall be the date that PGE makes it
25 available to the Summit/Westward Project to transmit energy.
26

27 **F.2 OTHER CONDITIONS BY RULE**

28 **Incident Reports**

29
30 (1) With respect to the related or supporting natural gas pipelines, the Certificate
31 Holder shall submit to the Department copies of all incident reports required
32 under 49 CFR §192.709 that involve the pipeline.
33

34 **Rights-of-Way**

35 (2) Before beginning operation of the energy facility, the Certificate Holder shall
36 submit to the Department a legal description of the permanent right-of-way where
37 the Certificate Holder has built a pipeline or transmission line within an approved
38 corridor. The site of the pipeline or transmission line subject to the Site Certificate
39 is the area within the permanent right-of-way. However, if the Certificate Holder
40 completes construction of the Port Westward to BPA Allston Substation
41 Transmission Line before beginning construction of the energy facility, the
42 Certificate Holder shall submit to the Department a legal description of the
43 permanent right-of-way for that segment of that transmission line,
44 notwithstanding OAR 345-027-0023(6).
45

46 **Monitoring Programs**

- 1 (3) If the Certificate Holder becomes aware of a significant environmental change or
2 impact attributable to the facility, the Certificate Holder shall, as soon as possible,
3 submit a written report to the Department describing the impact on the facility and
4 its ability to comply with any affected Site Certificate conditions.
5

6 **Compliance Plans**

- 7 (4) Before beginning construction of the facility, the Certificate Holder shall
8 implement a plan that verifies compliance with all Site Certificate terms and
9 conditions and applicable statutes and rules. The Certificate Holder shall submit a
10 copy of the plan to the Department. The Certificate Holder shall document the
11 compliance plan and maintain it for inspection by the Department or the Council.
12 However, if the Certificate Holder begins construction of the Port Westward to
13 BPA Allston Substation Transmission Line before beginning construction of the
14 energy facility, the applicable compliance plan shall relate to that phase of
15 construction.
16

17 **Reporting**

- 18 (5) Within six months after beginning any construction, and every six months
19 thereafter during construction of the energy facility and related or supporting
20 facilities, the Certificate Holder shall submit a semi-annual construction progress
21 report to the Council. In each construction progress report, the Certificate Holder
22 shall describe any significant changes to major milestones for construction. When
23 the reporting date coincides, the Certificate Holder may include the construction
24 progress report within the annual report described in Condition F.2(6).
25
- 26 (6) The Certificate Holder shall, within 120 days after the end of each calendar year
27 after beginning construction, submit an annual report to the Council that addresses
28 the subjects listed in OAR 345-026-0080(2). The Council secretary and the
29 Certificate Holder may, by mutual agreement, change the reporting date.
30
- 31 (7) To the extent that information required by OAR 345-026-0080(2) is contained in
32 reports the Certificate Holder submits to other state, federal or local agencies, the
33 Certificate Holder may submit excerpts from such other reports. The Council
34 reserves the right to request full copies of such excerpted reports.
35

36 **Schedule Modification**

- 37 (8) The Certificate Holder shall promptly notify the Department of any changes in
38 major milestones for construction, decommissioning, operation, or retirement
39 schedules. Major milestones are those identified by the Certificate Holder in its
40 construction, retirement or decommissioning plans.
41

42 **Correspondence with Other State or Federal Agencies**

- 43 (9) The Certificate Holder and the Department shall exchange copies of all
44 correspondence or summaries of correspondence related to compliance with
45 statutes, rules and local ordinances on which the Council determined compliance,
46 except for material withheld from public disclosure under state or federal law or

1 under Council rules. The Certificate Holder may submit abstracts of reports in
2 place of full reports; however, the Certificate Holder shall provide full copies of
3 abstracted reports and any summarized correspondence at the request of the
4 Department.

5
6 **Notification of Incidents**

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

- 9
10 (a) There is an attempt by anyone to interfere with its safe operation;
11
12 (b) A natural event such as an earthquake, flood, tsunami or tornado, or a
13 human-caused event such as a fire or explosion affects or threatens to
14 affect the public health and safety or the environment; or,
15
16 (c) There is any fatal injury at the facility.

17
18 **G. GENERAL CONDITIONS**

- 19
20 (1) The general arrangement of the Port Westward Generating Project shall be
21 substantially as shown in the ASC.
22
23 (2) The Certificate Holder shall ensure that related or supporting facilities are
24 constructed in the corridors described in this Order and as shown in ASC and in
25 the manner described in this Order and the ASC.
26
27 (3) During construction and operation of the energy facility, the Certificate Holder
28 shall house the combustion turbine in an enclosure that provides thermal
29 insulation, acoustical attenuation, and fire extinguishing media containment and
30 that would allow access for routine inspection and maintenance.

31
32 **Successors and Assigns**

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

37
38 **Severability and Construction**

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

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: _____
16 Robert Shiprack, Chair Date

17
18
19 PORTLAND GENERAL ELECTRIC COMPANY

20
21
22
23 By: _____
24 Date

25
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")