

FIRST AMENDED
SITE CERTIFICATE
FOR THE
SUMMIT/WESTWARD PROJECT

ISSUED BY

OREGON ENERGY FACILITY SITING COUNCIL
625 MARION STREET NE
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FEBRUARY 13, 2004

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**FIRST AMENDED
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A. INTRODUCTION

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This Site Certificate for the Summit/Westward Project (“Summit” or the “Summit 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 Westward Energy, LLC (“Summit/Westward” or “certificate holder”).

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The findings of fact, reasoning and conclusions of law underlying the terms and conditions of this Site Certificate are set forth in the Council's Final Order in the Matter of the Application for a Site Certificate for the Summit/Westward Project, which the Council granted on October 3, 2002, and the Council’s Final Order in the Matter of the Site Certificate for the Summit/Westward Project Request for Amendment No. One, which the Council granted on February 13, 2004, and which by these references are incorporated herein (collectively, the “Final Orders.”). [Amendment No. 1]

In interpreting this Site Certificate, any ambiguity shall be clarified by reference to, and in the following priority: (1) this Site certificate; (2) the record of the proceedings that led to the Final Order(s); and (3) the Application for a Site Certificate for the Summit/Westward Project. As used in this Site Certificate, the “application for site certificate” or the “ASC” includes: (a) the Restated Application for a Site Certificate-for the Summit/Westward Project, which the Department of Energy (“Department”) filed on April 3, 2002; and, (b) the certificate holder’s First Request to Amend the Site Certificate for the Summit/Westward Project, which the certificate holder submitted on July 10, 2003. Also as used in this Site Certificate, “Site Certificate” means the Site Certificate as amended by the Council. [Amendment No. 1]

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

B. SITE CERTIFICATION

1. To the extent authorized by State law and subject to the conditions set forth herein, the State approves and authorizes the certificate holder to construct, operate and retire a natural gas-fired, combined-cycle combustion turbine energy facility, together with certain related or supporting facilities, at the site as described in Section C of this Site Certificate, near Clatskanie, Oregon. ORS 469.401(1).
2. This Site Certificate shall be effective (1) until it is terminated pursuant to OAR 345-027-0110 or the rules in effect on the date that termination is sought, or (2) until the Site Certificate is revoked pursuant to ORS 469.440 and OAR 345-029-0100 or the statutes and rules in effect on the date that revocation is ordered. ORS 469.401(1).

- 1
2 3. This Site Certificate does not address, and is not binding with respect to, matters that
3 were not addressed in the Council's Final Orders. These matters include, but are not
4 limited to: building code compliance; wage, hour and other labor regulations; local
5 government fees and charges; other design or operational issues that do not relate to
6 siting the Summit Project; and permits issued under statutes and rules for which the
7 decision on compliance has been delegated by the federal government to a state agency
8 other than the Council. ORS 469.401(4) and 469.503(3). [Amendment No. 1]
9
- 10 4. Both the State and the certificate holder shall abide by local ordinances and state law and
11 the rules of the Council in effect on the date this Site Certificate is executed. In addition,
12 upon a clear showing of a significant threat to the public health, safety or the environment
13 that requires application of later-adopted laws or rules, the Council may require
14 compliance with such later-adopted laws or rules. ORS 469.401(2).
15
- 16 5. For a permit, license or other approval addressed in and governed by this Site Certificate,
17 the certificate holder shall comply with applicable state and federal laws adopted in the
18 future to the extent that such compliance is required under the respective state agency
19 statutes and rules. ORS 469.401(2).
20
- 21 6. Subject to the conditions herein, this Site Certificate binds the State and all counties,
22 cities and political subdivisions in this state as to the approval of the site and the
23 construction, operation and retirement of the Summit Project as to matters that are
24 addressed in and governed by this Site Certificate. ORS 469.401(3).
25
- 26 7. Each affected state agency, county, city and political subdivision in the State with
27 authority to issue a permit, license or other approval addressed in or governed by this Site
28 Certificate shall, upon submission of the proper application and payment of the proper
29 fees, but without hearings or other proceedings, issue such permit, license or other
30 approval subject only to conditions set forth in this Site Certificate. ORS 469.401(3).
31
- 32 8. After issuance of this Site Certificate, each state agency or local government agency that
33 issues a permit, license or other approval for the Summit Project shall continue to
34 exercise enforcement authority over such permit, license or other approval. ORS
35 469.401(3).
36
- 37 9. After issuance of this Site Certificate, the Council shall have continuing authority over
38 the site and may inspect, or direct the Office to inspect, or request another state agency or
39 local government to inspect, the site at any time in order to assure that the Summit
40 Project is being operated consistently with the terms and conditions of this Site
41 Certificate. ORS 469.430.
42

43 **C. SITE DESCRIPTION**

44
45 **C.1. FACILITY**

1
2 **C.1.a. The Energy Facility**

3 **Major Structures and Equipment.** The Summit Project would consist of two Siemens
4 Westinghouse F-Class 170-MW combustion turbine generators (“CTG”), two heat recovery
5 steam generators (“HRSG”) with duct burners, one Siemens Westinghouse 180-MW steam
6 turbine generator (“STG”), a de-aereating surface condenser, a bank of mechanical draft wet
7 cooling towers, and supporting equipment. The exhaust gas from each CTG would be routed to a
8 triple-pressure HRSG to generate steam for the STG. Each CTG would have its own HRSG.
9 Duct firing would be provided in the HRSGs and would be used to supplement steam generation
10 capacity during conditions under which exhaust energy from the CTGs declines. Steam from the
11 HRSGs would be directed to a condensing STG that will produce approximately 180 MW. The
12 CTGs, HRSGs, and STG would be housed within a turbine hall.

13
14 The Summit Project would achieve zero discharge of process wastewater by installing a brine
15 crystallizer system on the energy facility site. This system would treat concentrated brine from
16 the circulating water treatment plant. This treatment plant would be an advanced system,
17 designed to recover essentially all water for reuse and to direct the waste stream to the brine
18 crystallizer for treatment. The concentrated brine would have high concentrations of total solids
19 and other nonhazardous constituents. The typical flow rate would be about 385 gallons per
20 minute. Concentrated brine solids would be shipped to a regulated landfill site for disposal.

21
22 Two storage ponds would be constructed on the energy facility site to provide for temporary
23 storage of wastewater in the event the brine crystallizer were to become inoperative. One pond
24 would be about 2.71 acres; the other would be about 0.9 acres. The ponds would be constructed
25 with double liners to protect against seepage of wastewater. When the brine crystallizer is
26 operational, any wastewater stored in these ponds would be recirculated back to the brine
27 crystallizer system for treatment. Summit/Westward does not plan to use the storage ponds for
28 long-term storage of concentrated brine.

29
30 The Summit Project must comply with air emissions standards that are administered by DEQ
31 under a delegation from the U.S. Environmental Protection Agency.

32
33 Fuel for the plant would be natural gas, delivered to the site via interconnection with the existing
34 Kelso-Beaver Pipeline, a 20-inch natural-gas pipeline located about one-half mile west of the
35 Project site (the “K-B Pipeline”). The K-B Pipeline is connected to the Williams interstate
36 pipeline in Washington.

37
38 The Summit Project would interconnect with the transmission grid at the Bonneville Power
39 Administration (“BPA”) Allston Substation, located about 10 miles south of the Summit Project
40 site, by means of 230-kilovolt (“KV”) transmission line to be erected by PGE after approval of
41 the Site Certificate for the PWGP.

42
43 As an alternative to the interconnection described above, the Summit Project would interconnect
44 with the transmission grid at the proposed Bradbury Substation to be constructed by Clatskanie
45 People’s Utility District (“CPUD”), which would be located within the adjacent laydown area for

1 the Summit Project. Under this alternative, CPUD would also construct a 230 kV line to connect
2 the Bradbury Substation to the CPUD's existing 230 kV Wauna Substation. The Wauna
3 Substation is interconnected to the BPA 230 kV transmission grid through the BPA Driscoll
4 switchyard. [Amendment No. 1]

5
6 The generating plant and related or supporting facilities would occupy about 20 acres of a
7 53-acre site.

8
9 **Output.** The Summit Project would have a net electric power output of about 518 MW at
10 average annual site conditions of 50.9 degrees Fahrenheit, 1,017 millibars barometric pressure,
11 and 78 percent relative humidity. The new and clean heat rate would be about 6,869 British
12 thermal units per kilowatt-hour ("Btu/kWh") (higher heating value).

13
14 During summer months, plant output from the base load facility would decrease because the
15 equipment is less efficient at higher temperatures. During these months the Project would use
16 duct firing to bring net electric output closer to the energy facility's rated capacity. However, the
17 Office does not consider this to be "power augmentation" as that term is defined in Council rules
18 under OAR chapter 345, division 24, because the duct firing would not result in the production
19 of extra power in excess of the plant's nominal capacity.

20
21 **Fuel Use.** The Summit Project would use natural gas as the only fuel to power the turbines and
22 the power augmentation technologies. It would use about 3,558 million British thermal units
23 ("MMBtu") per hour of natural gas at full load without the duct burners in operation at annual
24 average site conditions of 50.9 degrees Fahrenheit, 1,017 millibars barometric pressure, and 78
25 percent relative humidity.

26
27 **Water Use.** The Summit Project would obtain water to generate steam from the Port of St.
28 Helens (the "Port") under existing Oregon Water Right Permit No. 53677. The Port has a water
29 right permit from the State of Oregon allowing it to use up to 30 cubic feet per second ("cfs") of
30 Columbia River water to supply commercial and industrial users in the Port's service area.

31
32 Summit/Westward would contract with the Port for up to 7 cfs of the Port's total water right for
33 use by the Summit Project. PGE would contract with the Port for up to 8.3 cfs of the Port's total
34 water right for use by the proposed PWGP to be located adjacent to the Summit Project.

35
36 Water would be delivered to the Summit Project from Ranney® collector wells that would be
37 drilled on Port property near the mouth of Bradbury Slough, where it connects with the
38 Columbia River. Water would be pumped through the Ranney collector wells from about 60 feet
39 below the bed of the Columbia River and would be accounted for as part of the Port's existing
40 surface water right.

41
42 Average water demand would be about 2,223 gallons per minute ("gpm"), or 3.20 million
43 gallons per day. Peak water demand would be about 2,357 gpm, or 3.39 million gallons per day
44 for most conditions.

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

2 The Summit Project would include the following related or supporting facilities:

3
4 **Natural-Gas Pipeline.** The Summit Project would be fueled solely by natural gas obtained from
5 the K-B Pipeline. Connection to the K-B Pipeline would be by means of a buried pipeline
6 approximately 16 inches in diameter. The natural-gas pipeline would be located in existing
7 roadways. The proposed right-of-way for the natural-gas pipeline is about 5,100 feet long and 25
8 feet wide, or 12.5 feet on each side of the pipeline and roughly equivalent to the width of the
9 existing roadways. All ground disturbance activities in connection with construction of the
10 natural-gas pipeline would be limited to the ground area occupied by the existing roadways. The
11 ground area that would be disturbed during pipeline construction would be 10 feet wide,
12 including five feet of trench and five feet of trench spoil pile. The pads required for directional
13 drilling that would occur north of the energy facility would measure about 20 feet by 20 feet and
14 would be located in the existing roadways.

15
16 **Water Supply Pipeline.** Water for operation of the Summit Project would be obtained from
17 wells located northwest of the energy facility under an existing water right held by the Port.
18 Connection to the wells would be by means of a buried pipeline 16 to 20 inches in diameter. The
19 Port would install a water supply pipeline about 7,500 feet long and 25 feet wide almost
20 exclusively in existing roadways. The related or supporting water supply pipeline would
21 interconnect with the Port's water supply pipeline, would be about 1,000 feet long and 25 feet
22 wide, and would be installed in an existing roadway. The proposed right-of-way for the entire
23 water supply pipeline is about 8,500 feet long and 25 feet wide, or 12.5 feet on each side of the
24 pipeline and roughly equivalent to the width of the existing roadways.

25
26 All ground disturbance activities in connection with construction of the water supply pipeline,
27 including those portions of the pipeline to be constructed by the Port, would be limited to the
28 ground area occupied by the existing roadways, except for a small portion (about 600 feet) of the
29 pipeline that extends from the well sites to the roadway. The ground area that would be disturbed
30 during pipeline construction would be 10 feet wide, including 5 feet of trench and 5 feet of
31 trench spoil pile. The pads required for horizontal directional drilling that would occur north of
32 the energy facility would measure about 20 feet by 20 feet and would be located in the existing
33 roadways.

34
35 **Electric Transmission Line.** The Summit Project has two options for delivering electric power
36 to the regional grid, as described below. The certificate holder shall choose one option prior to
37 beginning construction. [Amendment No. 1]

38
39 Under one option, the Summit Project would deliver electric power to the regional grid at the
40 BPA Allston Substation by interconnecting with a 230-kV transmission line to be erected by
41 PGE after issuance of an approved site certificate for the PWGP. PGE would install a 230-kV
42 circuit that terminates on a "dead-end" structure on the Summit Project site. Summit/Westward
43 would construct a single-circuit 230-kV transmission line, about 1,000 feet long, entirely on the
44 53-acre parcel it has leased from the Port, to establish a connection between the energy facility
45 collector yard and the PGE "dead-end" structure (the "Summit/Westward on-site electrical

1 transmission line”). This transmission line would be located entirely on the Summit Project site
2 and would require no off-site right-of-way. [Amendment No. 1].
3

4 The interrelationship between the Summit Project and the PWGP presents a unique situation
5 regarding transmission lines to serve both energy facilities. The two energy facilities would be
6 located close to each other and would use the same transmission corridor and towers of the BPA
7 Allston Substation. The lines would be double-circuited, with the Summit Project on one side
8 and the PWGP on the other side.
9

10 Portland General Electric Transmission Group (“PGE/T”) would build the transmission lines for
11 either or both energy facilities, depending on what is eventually constructed. The transmission
12 line for each project would be a related or supporting facility for that project and, therefore, must
13 meet Council standards.
14

15 As a related or supporting facility for which PGE will provide permitting and construction
16 services, the site certificate for the Summit/Westward Project’s transmission line is a “third-party
17 permit.” In this case the permit is the PWGP site certificate. Our findings are therefore part of the
18 discussion of the EFSC Organizational Expertise Standard, OAR 345-022-0010(3), located at
19 Section D.2.c of the Final Order, dated October 3, 2002, approving this Site Certificate.
20 [Amendment No. 1]
21

22 As an alternative to the transmission described above, the Summit Project would interconnect
23 with the transmission grid at the proposed Bradbury Substation that CPUD would construct.
24 Under this alternative, CPUD would also construct a 230 kV line to connect the Bradbury
25 Substation to the CPUD’s existing 230 kV Wauna Substation. The Bradbury Substation would
26 serve as the Summit Project’s first point of interconnection with the grid once CPUD completes
27 construction of the interconnecting transmission line to the Wauna Substation. The Wauna
28 Substation is interconnected to the BPA 230 kV transmission grid through the BPA Driscoll
29 switchyard. CPUD would construct the Bradbury Substation within the adjacent laydown area
30 for the Summit Project when Summit no longer needs use of that portion of the area, and CPUD
31 would construct an access road from the Summit Project to the Bradbury Substation. [Amendment
32 No. 1]
33

34 This alternative would also involve an alternative electric transmission line that the Certificate
35 Holder would construct from the Summit Project to the Bradbury Substation as a related or
36 supporting facility. The line would be about 300 feet long and would not require any poles or
37 towers outside of the energy facility site. The alternative electric transmission line would
38 originate at the Summit Project energy facility site and connect to the Bradbury Substation on
39 land within the laydown area. [Amendment No. 1]
40

41 **C.2. LOCATION OF THE PROPOSED FACILITY**

42

43 **C.2.a. The Energy Facility Site**

44 The Summit Project site would be located at Port Westward on property owned by the Port. It is
45 contained within the Port’s service boundaries. The site is located in Sections 15 and 22,

1 Township 8 North, Range 4 West, Willamette Meridian, Columbia County, Oregon. It is about
2 4.5 miles north of the town of Clatskanie, Oregon and 0.25 miles south of the Columbia River.

3
4 The parcel to be leased from the Port includes up to 53 acres, about 20 acres of which would be
5 occupied by the Summit Project and switchyard. The Summit Project site is essentially flat, with
6 an average elevation of approximately 25 feet above mean sea level.

7
8 **C.2.b. Related or Supporting Facility Sites**

9 The Summit Project would include corridors for the following related or supporting facilities:

10
11 **Natural Gas Pipeline Corridor.** The proposed natural-gas pipeline would be 16 inches in
12 diameter and would interconnect with the existing K-B Pipeline near the existing PGE Beaver
13 Generating Plant. The natural-gas pipeline would be located in a 25-foot right-of-way about
14 5,100 feet long in existing roadways in Sections 15 and 22, Township 8 North, Range 4 West,
15 Willamette Meridian, Columbia County, Oregon. The natural-gas pipeline corridor would
16 occupy an area of about three acres.

17
18 **Water Supply Pipeline Corridor.** The proposed water supply pipeline would supply raw water
19 to the energy facility from wells to be installed by the Port in Section 15, Township 8 North,
20 Range 4 West, Willamette Meridian, Columbia County, Oregon. The Port would install a water
21 supply pipeline about 7,500 feet long from the wells to the point of interconnection with the
22 related or supporting water supply pipeline serving the Summit Project. The related or supporting
23 water supply pipeline would be located in a 25-foot right-of-way about 1,000 feet long in an
24 existing roadway in Section 22, Township 8 North, Range 4 West, Willamette Meridian,
25 Columbia County, Oregon. The water supply pipeline corridor would occupy an area of about
26 one-half acre.

27
28 **Transmission Line Corridor.** One option for the-transmission line would interconnect with a
29 “dead-end” structure to be erected on the Summit Project site about 1,000 feet east of the
30 Summit Project collector yard. This transmission line option would be located in Section 22,
31 Township 8 North, Range 4 West, Willamette Meridian, Columbia County, Oregon, and would
32 require no off-site right-of-way. [Amendment No. 1]

33
34 Should Summit/Westward elect the transmission alternative described above, the alternative
35 electric transmission line would be about 300 feet long and would not require any poles or
36 towers outside of the energy facility site. The alternative electric transmission line would
37 originate at the Summit Project site and would connect to the Bradbury Substation on land within
38 the laydown area. The transmission line would be located in Section 22, Township 8 North,
39 Range 4 West, Willamette Meridian, Columbia County, Oregon, and could potentially require an
40 off-site right-of-way. While the laydown area is currently owned by the Port and leased to
41 Summit/Westward on a year-to-year basis, Summit/Westward has the option to extend the lease
42 to coincide with the life of the Summit Project. Should Summit/Westward choose not to exercise
43 its option to extend the lease for the laydown area, the Port has agreed to grant to
44 Summit/Westward a utility line easement to allow transmission lines to cross from the Project to

1 the Bradbury Substation. The transmission line corridor would be no more than 60 feet wide and
2 the line would be no more than 125 feet high. [Amendment No. 1]
3

4 **D. SPECIAL CRITERIA SITING STANDARDS**
5

6 **D.1. GENERAL STANDARD OF REVIEW**

7 [No conditions]
8

9 **D.2. ORGANIZATIONAL EXPERTISE**

- 10 (1) Before beginning construction of the energy facility, the certificate holder shall deliver to
11 the Office an affidavit signed by an officer of the certificate holder stating that it has
12 entered into an EPC agreement with Siemens Westinghouse providing for construction of
13 the energy facility by Siemens Westinghouse.
14
- 15 (2) Before beginning construction of the energy facility, the certificate holder shall deliver to
16 the Office an affidavit signed by an officer of the certificate holder stating that it has
17 entered into an operation and maintenance (“O&M”) agreement with Siemens
18 Westinghouse, providing for operation and maintenance of the energy facility by Siemens
19 Westinghouse.
20
- 21 (3) If the certificate holder chooses a contractor other than Siemens Westinghouse to operate
22 or maintain the energy facility, the certificate holder shall submit the identity of the
23 contractor so the Council may review the qualifications and capability of the contractor
24 under OAR 345-022-0010. If the new contractor meets these standards, the Council shall
25 not require an amendment to the site certificate for the certificate holder to install the
26 contractor.
27
- 28 (4) Any matter of noncompliance under this site certificate shall be the responsibility of the
29 certificate holder. Any notice of violation issued will be issued to the certificate holder.
30 Any civil penalties levied shall be levied on the certificate holder.
31
- 32 (5) The certificate holder shall contractually require the EPC contractor and all independent
33 contractors and subcontractors involved in the construction and operation of the Project
34 to comply with all applicable laws and regulations and with the terms and conditions of
35 the site certificate. Such contractual provision shall not operate to relieve the certificate
36 holder of responsibility under the site certificate.
37
- 38 (6) The certificate holder shall obtain all necessary state and local permits or approvals
39 required for the construction, operation, and retirement of the facility.
40
- 41 (7) Before beginning construction of the energy facility, the certificate holder shall:
42
- 43 (a) Submit to the Department a contract for transmission service requiring PGE/T to
44 comply with any requirements imposed under the PWGP site certificate; or
45

1 (b) In the event that the certificate holder elects to contract for transmission service
2 with Clatskanie People's Utility District (CPUD) such that electricity will be
3 transmitted from the Summit Project to the Bradbury Substation, submit to the
4 Department a contract for transmission service with CPUD from the Bradbury
5 Substation directly to the CPUD Wauna Substation. [Amendment No. 1]
6

7 (8) The certificate holder shall not begin operation of the energy facility until:
8

9 (a) In the event that the certificate holder elects to contract for transmission service
10 with PGE/T, the Port Westward to BPA Allston Substation Transmission Line is
11 constructed in compliance with the PWGP site certificate, which contains
12 severable conditions for the segment of the transmission line between the energy
13 facility and the BPA Allston Substation; or [Amendment No. 1]
14

15 (b) In the event that the certificate holder elects to contract for transmission service
16 with CPUD such that electricity will be transmitted from the Summit Project to
17 the Bradbury Substation, the Bradbury Substation and the transmission line from
18 the Bradbury Substation to the CPUD Wauna Substation are constructed.
19 [Amendment No. 1]
20

21 (9) In the event that the certificate holder elects to contract for transmission service with
22 PGE/T, the certificate holder shall apply to amend its site certificate to include the
23 Summit Project to BPA Allston Substation Transmission Line if PGE, or any successor-
24 in-interest, allows the PWGP site certificate to expire. [Amendment No. 1]
25

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

27 (1) Two years before closure of the energy facility and following consultation with the Port
28 of St. Helens or other future owners of the facility site, the certificate holder shall submit
29 to the Office a proposed final retirement plan for the facility and site, pursuant to OAR
30 345-027-0110, including:
31

32 (a) A plan for retirement that provides for completion of retirement within two years
33 of permanent cessation of operation of the facility and that protects the public
34 health and safety and the environment;
35

36 (b) A description of actions the certificate holder proposes to take to restore the site to
37 a useful, nonhazardous condition, including options for postretirement land use
38 [see Section D.7, Fish and Wildlife Habitat, Condition (17)]; information on how
39 it would minimize impacts to fish, wildlife and the environment during the
40 retirement process; and measures it would take to protect the public against risk or
41 danger resulting from postretirement site conditions; and
42

43 (c) A current detailed cost estimate, a comparison of that estimate with the dollar
44 amount contained in the retirement fund, and a plan for ensuring the availability
45 of adequate funds for completion of retirement.
46

- 1 (2) The certificate holder shall retire the facility if the certificate holder permanently ceases
2 construction or operation of the facility. The certificate holder shall retire the facility
3 according to a final retirement plan approved by the Council, as described in OAR 345-
4 027-0110, and prepared pursuant to Condition (1).
5
- 6 (3) The certificate holder shall prevent the development of any conditions on the site that
7 would preclude restoration of the site to a useful, nonhazardous condition to the extent
8 that prevention of such site conditions is within the control of the certificate holder.
9
- 10 (4) Before beginning construction of the facility, the certificate holder shall submit to the
11 State of Oregon through the Council a bond or letter of credit in the amount of
12 \$11,062,500 (in 2002 dollars as of the second quarter) naming the State of Oregon, acting
13 by and through the Council, as beneficiary or payee.
14
- 15 (a) The calculation of 2002 dollars as of the second quarter shall be made using the
16 U.S. Gross Domestic Product Implicit Price Deflator, as published by the U.S.
17 Department of Commerce, Bureau of Economic Analysis, or any successor
18 agency (the "Index"). If, at any time, the Index is no longer published, the Council
19 shall select a comparable calculation of 2002 dollars. The form of the bond or
20 letter of credit and identity of the issuer shall be subject to approval by the
21 Council.
22
- 23 (b) The amount of the bond or letter of credit account shall increase annually by the
24 percentage increase in the Index.
25
- 26 (b) The certificate holder shall not revoke or reduce the bond or letter of credit before
27 retirement of the facility without approval by the Council.
28
- 29 (5) The certificate holder shall describe in the annual report submitted to the Council,
30 pursuant to OAR 345-026-0080, the status of the retirement fund or other instrument to
31 ensure it has adequate funds to restore the site.
32
- 33 (6) Before beginning construction of the energy facility, the certificate holder shall
34 implement the construction-phase materials management and monitoring plan that
35 addresses the handling of hazardous substances and non-hazardous materials, as outlined
36 in Exhibit G of the Application for Site Certificate. For the purpose of this condition and
37 Conditions (7), (9), (10), and (11) below, the terms "release" and "hazardous substances"
38 shall have the meanings set forth at ORS 465.200.
39
- 40 (7) Before beginning operation of the energy facility, the certificate holder shall implement
41 the operation-phase materials management and monitoring plan that addresses the
42 handling of hazardous substances and non-hazardous materials, as outlined in Exhibit G
43 of the Application for Site Certificate.
44

- 1 (8) Not later than 10 years after the date of commercial operation, and every 10 years
2 thereafter during the life of the energy facility, the certificate holder shall complete an
3 independent Phase I Environmental Site Assessment of the energy facility site, in
4 accordance with an accepted industry standard, such as ASTM Standard E1527. Within
5 30 days after its completion, the certificate holder shall deliver the Phase I Environmental
6 Site Assessment report to the Office.
7
- 8 (9) In the event that any Phase I Environmental Site Assessment identifies improper handling
9 or storage of hazardous substances or improper record-keeping procedures, the certificate
10 holder shall correct such deficiencies within six months after completion of the
11 corresponding Phase I Environmental Site Assessment. It shall promptly report its
12 corrective actions to the Office. The Council shall determine whether the corrective
13 actions are sufficient.
14
- 15 (10) The certificate holder shall report any release of hazardous substances to the Office
16 within one working day after the discovery of such release. This obligation shall be in
17 addition to any other reporting requirements applicable to such a release.
18
- 19 (11) If the certificate holder has not remedied a release consistent with applicable Oregon
20 Department of Environmental Quality standards or if the certificate holder fails to correct
21 deficiencies identified in the course of a Phase I Environmental Site Assessment within
22 six months after the date the release becomes known or the date of completion of the
23 Phase I Environmental Site Assessment, the certificate holder shall, within such six-
24 month period, submit to the Council for its approval an independently prepared estimate
25 of the remaining cost of remediation or correction.
26
- 27 (a) Upon approval of an estimate by the Council, the certificate holder shall increase
28 the amount of its bond or letter of credit by the amount of the estimate.
29
- 30 (b) In no event, however, shall the certificate holder be relieved of its obligation to
31 exercise all due diligence in remedying a release of hazardous substances or
32 correcting deficiencies identified in the course of a Phase I Environmental Site
33 Assessment.
34
- 35 (12) All funds received by the certificate holder from the salvage of equipment and buildings
36 shall be committed to the restoration of the energy facility site to the extent necessary to
37 fund the approved site restoration and remediation.
38
- 39 (13) If the Council finds that the certificate holder has permanently ceased construction or
40 operation of the facility without retiring the facility according to a final retirement plan
41 approved by the Council, as described in OAR 345-027-0110 and prepared pursuant to
42 Condition (1), the Council shall notify the certificate holder and request that the
43 certificate holder submit a proposed final retirement plan to the Office within a
44 reasonable time not to exceed 90 days.
45

- 1 (a) If the certificate holder does not submit a proposed final retirement plan by the
2 specified date or if the Council rejects the retirement plan that the certificate
3 holder submits, the Council may direct the Office to prepare a proposed a final
4 retirement plan for the Council's approval.
5
- 6 (b) Upon the Council's approval of the final retirement plan prepared pursuant to
7 subsection (a), the Council may draw on the bond or letter of credit described in
8 Condition (4) and shall use the funds to restore the site to a useful, non-hazardous
9 condition according to the final retirement plan, in addition to any penalties the
10 Council may impose under OAR Chapter 345, Division 29.
11
- 12 (c) If the amount of the bond or letter of credit is insufficient to pay the actual cost of
13 retirement, the certificate holder shall pay any additional cost necessary to restore
14 the site to a useful, non-hazardous condition.
15
- 16 (d) After completion of site restoration, the Council shall issue an order to terminate
17 the site certificate if the Council finds that the facility has been retired according
18 to the approved final retirement plan.
19

20 **D.4. LAND USE**

- 21 (1) The certificate holder shall ensure that any signs used on the facility site comply with
22 requirements of Columbia County Zoning Ordinance §1300 applicable to industrial
23 districts.
24
- 25 (2) The certificate holder shall provide for parking and loading spaces in compliance with the
26 requirements of Columbia County Zoning Ordinance §1400, except as otherwise noted in
27 Section VI of Attachment E of the Final Order, dated October 3, 2002, approving the Site
28 Certificate, regarding variances. [Amendment No. 1]
29

30 **D.5. SOIL PROTECTION**

- 31 (1) Before beginning construction of the facility, the certificate holder shall obtain a 1200-C
32 storm water discharge permit from the Oregon Department of Environmental Quality.
33
- 34 (2) Before beginning construction of the facility, the certificate holder shall require its
35 general contractor to develop and implement a Storm Water Pollution Prevention Plan,
36 substantially similar to the one proposed at Appendix O-1 of the ASC.
37
- 38 (3) Upon completion of construction of the facility and upon retirement of the facility, the
39 certificate holder shall restore vegetation to the extent practicable and shall landscape
40 portions of the site disturbed by construction and retirement in a manner compatible with
41 the surroundings and proposed use. [Amendment No. 1]
42
- 43 (4) The certificate holder shall confine construction of related or supporting pipelines to
44 existing roadways, except where explicitly noted.
45

- 1 (5) The certificate holder shall implement a Spill Prevention Control and Countermeasure
2 plan that complies with 40 CFR 112. A copy of this plan shall be available at the site for
3 review at all times during working hours.
4
- 5 (6) The certificate holder shall ensure that ammonia handling facilities have continuous tank
6 level monitors, temperature and pressure monitors, alarms, check valves, and emergency
7 block valves. The certificate holder shall ensure that the ammonia storage tank has double
8 containment and the piping from the tank is double-walled.
9
- 10 (7) The certificate holder shall store diesel oil in a commercially manufactured system with
11 internal spill controls and secondary containment.
12
- 13 (8) The certificate holder shall equip all chemical storage tanks and locations storing large
14 quantities of hazardous materials with secondary containment constructed of concrete or
15 asphalt with berms around the perimeter. The secondary containment areas shall hold the
16 volume of the largest tank or container in the area. In sizing the containment area, the
17 certificate holder shall take into account rainfall that might accumulate during the 100-
18 year-frequency rain event. The certificate holder or its primary contractor shall develop
19 written procedures for each containment area.
20
- 21 (9) The energy facility shall be equipped with high-efficiency drift eliminators with a drift
22 rate of .0006 percent of the total cooling tower flow rate.
23

24 **D.6. PROTECTED AREAS**

25 [No conditions]
26

27 **D.7. FISH AND WILDLIFE HABITAT**

- 28 (1) The certificate holder shall, to the extent practicable, avoid and, where avoidance is not
29 possible, minimize construction and operation disturbance to areas of native vegetation
30 and areas that provide important wildlife habitat. With respect to construction of the
31 facility, including, but not limited to, all pipelines, electric transmission lines, and
32 temporary laydown areas, the certificate holder shall mitigate possible impacts to wildlife
33 by measures including, but not limited to, the following:
34
- 35 (a) Implementing a Worker Environmental Awareness Program as described in
36 Exhibit Q, page Q-26.
37
- 38 (b) Minimizing road construction and vehicle use where possible.
39
- 40 (c) Posting speed limit signs throughout the construction zone.
41
- 42 (d) Instructing all construction personnel, including all construction contractors and
43 their personnel, on sensitive wildlife of the area and on required precautions to
44 avoid injuring or destroying wildlife.
45

1 (e) Instructing all construction personnel, including all construction contractors and
2 their personnel, to be cautious of wildlife while driving through the facility site, to
3 maintain reasonable driving speeds so as not to harass or accidentally strike
4 wildlife, and to be particularly cautious and drive at slower speeds in the period
5 from one hour before sunset to one hour after sunrise, when some wildlife species
6 are the most active.

7
8 (f) Requiring all construction personnel, including all construction contractors and
9 their personnel, to report any injured or dead wildlife detected at the facility site.

10
11 (2) The certificate holder shall site and construct the energy facility and either the
12 Summit/Westward on-site electrical transmission line or the alternate electric
13 transmission line to minimize impacts to vegetation and habitat. The energy facility and
14 related or supporting facilities shall be located within disturbed Habitat Category 6,
15 Habitat Category 4 palustrine emergent wetlands and drainage ditches, and Habitat
16 Category 3 tame pastureland and perennial grassland. [Amendment No. 1]

17
18 (3) The certificate holder shall design and site any on-site transmission towers to minimize
19 potential impacts to raptors and waterfowl, following the Avian Power Line Interaction
20 Committee Guidelines. [Amendment No. 1]

21
22 (4) Before beginning construction of the facility, and in the appropriate season, the certificate
23 holder shall conduct wildlife surveys within 0.25 mile of the site to locate raptor nest sites
24 and great blue heron rookeries. Should nests or rookeries be located, the certificate holder
25 shall consult with ODFW to determine the action necessary to avoid adverse impacts. If
26 impacts cannot be avoided, the certificate holder shall complete a mitigation project
27 approved by ODFW that meets the requirements of the habitat mitigation policy for “no
28 net loss.”

29
30 (5) The certificate holder shall ensure that the water supply pipeline and well system are
31 installed during the osprey’s non-nesting season, *i.e.*, the period from October 1 through
32 March 30. If construction of the facility occurs within the nesting season, the certificate
33 holder shall relocate the existing osprey nest platform to an ODFW-approved location.

34
35 (6) The certificate holder shall avoid or minimize impacts to raptors by conducting
36 preconstruction surveys within the analysis area and establishing a construction buffer
37 around raptor nests during the nesting season, as approved by ODFW. If avoidance is not
38 practical for nonlisted threatened or endangered raptor species, the certificate holder shall
39 complete a mitigation project approved by ODFW that meets the requirements of the
40 habitat mitigation policy for “no net loss.”

41
42 (7) The certificate holder shall restore temporary upland disturbance areas by returning the
43 areas to their original grade and seeding, with appropriate seed mixes as recommended by
44 ODFW and as shown in Table 2 (ASC, Exhibit P, Appendix P-1, page 6). The certificate

1 holder shall obtain ODFW concurrence before making any changes to the proposed seed
2 mix.

- 3
- 4 (8) To mitigate for 0.48 acre of impact to emergent and scrub-shrub wetland, the certificate
5 holder shall create 0.75 acre of wetland on the facility site.
6
- 7 (9) Before beginning construction of the facility, to mitigate for Category 3 habitat types that
8 would be permanently disturbed by the facility, the certificate holder shall protect, on a
9 one-to-one basis, a corresponding number of acres of in-kind and in-proximity habitat by
10 execution of a conservation easement for the life of the facility on the adjacent Pereira
11 property. The certificate holder estimates that the proposed facility would permanently
12 disturb about 20 acres of Category 3 habitat types. Before beginning construction of the
13 facility, the certificate holder shall provide to the Office documentation showing the
14 number of acres that will be permanently disturbed by the facility, a copy of the
15 conservation easement or similar conveyance showing that, on a one-to-one basis, a
16 corresponding number of acres of in-kind and in-proximity habitat will be protected for
17 the life of the facility, and evidence that ODFW concurs with the alignment of the
18 conservation easement, the allocation of plantings, and the certificate holder's proposed
19 mowing practices.
20
- 21 (10) The certificate holder shall plant five acres of native trees and shrubs north of the railroad
22 tracks within the conservation easement. The trees and shrubs shall be those listed on
23 ASC, Exhibit P, Appendix P-1, Figure 4.4-2, plus western red cedar (*Thuja plicata*) and
24 Douglas fir (*Pseudotsuga menziesii*). The density of the plantings shall be as specified on
25 Figure 4.4-2. The trees and shrubs shall be planted in irregularly shaped blocks
26 measuring at least 100 feet by 100 feet, which are spaced no greater than 200 feet apart.
27 The blocks shall be planted within an area extending from the railroad tracks at the
28 southern end of the field to the access road along the northern end of the field. The blocks
29 shall be concentrated along the western fence line to provide a travel corridor for
30 Columbian white-tailed deer.
31
- 32 (11) The certificate holder shall plant trees and shrubs in the conservation easement before
33 March 31 after execution of the conservation easement and shall observe the following
34 minimum requirements:
35
- 36 (a) Trees and shrubs can be bare root or containerized stock.
37
- 38 (b) All trees and shrubs shall be watered immediately after planting.
39
- 40 (c) Vexar® seedling protectors or an equivalent method shall be used to protect all
41 trees from rodent damage.
42
- 43 (d) A polypropylene fabric weed barrier or mulch shall be placed around the base of
44 every tree following planting.
45

1 (e) Each of the planted blocks shall be weeded for three years.

2
3 (12) During the month of September and following the execution of the conservation
4 easement as described in Condition (9) above, the certificate holder shall use a flail
5 mower to mow between each of the blocks within the conservation easement in the area
6 to the north of the railroad tracks. The field to the south of the railroad tracks shall also be
7 mowed during the month of September following execution of the conservation
8 easement. Mowing within the southern field shall focus on controlling new growth of
9 Himalayan blackberry (*Rubus discolor*) and shall not adversely affect established
10 blackberry stands or native trees and shrubs.

11
12 (13) The certificate holder shall monitor the conservation easement and revegetated areas for a
13 period of five years after the execution of the conservation easement and shall ensure that
14 new vegetation has an 80 percent survival rate.

15
16 (14) The certificate holder shall monitor and control nuisance and invasive plant species
17 within the conservation easement annually for a period of five years after the execution of
18 the conservation easement in areas where vegetation removal and/or revegetation has
19 occurred.

20
21 (15) During each year of the five-year monitoring period, the certificate holder shall submit an
22 annual monitoring report to ODFW by December 1. Within 30 days after completion of
23 seeding/planting of the conservation easement, the certificate holder shall prepare and
24 submit to the Office, ODFW, and U.S. Fish and Wildlife Service (“USFWS”) an as-built
25 report.

26
27 (16) If the certificate holder is not successful at establishing appropriate plant cover in the
28 conservation easement, the Office may require the certificate holder to take remedial
29 actions.

30
31 (17) Upon retirement of the facility, the certificate holder shall restore the energy facility site
32 to its preconstruction condition or, in the event the certificate holder restores the energy
33 facility site for use by another industrial facility, the certificate holder shall maintain the
34 conservation easement in effect until the year 2100.

35
36 **D.8. THREATENED AND ENDANGERED SPECIES**

37 (1) Before beginning construction of the Summit/Westward on-site electrical transmission
38 line or the alternate electric transmission line, the certificate holder shall employ
39 measures to protect raptors in the design and construction of any related or supporting
40 transmission line. It shall design all energized transmission conductors with visual line
41 enhancers and adequate spacing to reduce the potential for electrocution of raptors and
42 other birds as per *Suggested Practices for Raptor Protection on Power Lines* (Avian
43 Power Line Interaction Committee, 1996). [Amendment No. 1]

44
45 (2) The certificate holder shall seed disturbed areas with a seed mix approved by ODFW.

1
2 (3) The certificate holder shall implement a Worker Environmental Awareness Program
3 (ASC, Exhibit Q, page Q-26).

4
5 (4) The certificate holder shall perform no in-water construction within the Columbia River
6 or its tributaries.

7
8 **D.9. CARBON DIOXIDE STANDARD FOR BASE LOAD GAS PLANTS**

9 (1) Before beginning construction of the facility, the certificate holder shall submit to The
10 Climate Trust a bond or letter of credit in the amount of the monetary path payment
11 requirement (in 2002 dollars) as determined by the calculations set forth in Condition (3)
12 and based on the estimated heat rates and capacities certified pursuant to Condition (4)
13 and as adjusted in accordance with the terms of this Site Certificate pursuant to Condition
14 (3)(c). For the purposes of this Site Certificate, the “monetary path payment requirement”
15 means the offset funds determined pursuant to OAR 345-024-0550 and -0560 and the
16 selection and contracting funds that the certificate holder must disburse to The Climate
17 Trust, as the qualified organization, pursuant to OAR 345-024-0710 and this Site
18 Certificate. The offset fund rate for the monetary path payment requirement shall be
19 \$0.85 per ton of carbon dioxide (in 2002 dollars). The calculation of 2002 dollars shall be
20 made using the Index set forth in Condition D.3(4)(a) and as required below in
21 subsection (g).

22
23 (a) The form of the bond or letter of credit and identity of the issuer shall be subject
24 to approval by the Council.

25
26 (b) The form of the Memorandum of Understanding (“MOU”) between the certificate
27 holder and The Climate Trust establishing the disbursement mechanism to
28 transfer selection and contracting funds and offset funds to The Climate Trust
29 shall be substantially in the form of Attachment A to this Site Certificate.

30
31 (c) Either the certificate holder or The Climate Trust may submit to the Council for
32 the Council’s resolution any dispute between the certificate holder and The
33 Climate Trust that concerns the terms of the bond, letter of credit, MOU
34 concerning the disbursement mechanism for the monetary path payments, or any
35 other issues related to the monetary path payment requirement. The Council’s
36 decision shall be binding on all parties.

37
38 (d) The bond or letter of credit shall remain in effect until such time as the certificate
39 holder has disbursed the full amount of the monetary path payment requirement to
40 The Climate Trust. The certificate holder may reduce the amount of the bond or
41 letter of credit commensurate with payments it makes to The Climate Trust. The
42 bond or letter of credit shall not be subject to revocation before disbursement of
43 the full monetary path payment requirement.

- 1 (e) In the event that the Council approves a new certificate holder for the energy
2 facility:
3
- 4 (A) The new certificate holder shall submit to the Council for the Council's
5 approval the form of a bond or letter of credit that provides comparable
6 security to the bond or letter of credit of the current certificate holder. The
7 Council's approval of a new bond or letter of credit will not require a Site
8 Certificate amendment.
9
- 10 (B) The new certificate holder shall submit to the Council for the Council's
11 approval the form of an MOU between the new certificate holder and The
12 Climate Trust that is substantially in the form of Attachment A to this Site
13 Certificate. In the case of a dispute between the new certificate holder and
14 The Climate Trust concerning the disbursement mechanism for monetary
15 path payments or any other issues related to the monetary path payment
16 requirement, either party may submit the dispute to the Council for the
17 Council's resolution as provided in Condition (1)(c). Council approval of
18 a new MOU will not require a Site Certificate amendment.
19
- 20 (f) If calculations pursuant to Condition (5) demonstrate that the certificate holder
21 must increase its monetary path payments, the certificate holder shall increase the
22 bond or letter of credit sufficiently to meet the adjusted monetary path payment
23 requirement within the time required by Condition (3)(c). Alternately, the
24 certificate holder may disburse any additional required funds directly to The
25 Climate Trust within the time required by Condition (3)(c).
26
- 27 (g) The amount of the bond or letter of credit shall increase annually by the
28 percentage increase in the Index and shall be prorated within the year to the date
29 of disbursement to The Climate Trust from the date of Council approval of the
30 Site Certificate.
31
- 32 (2) The certificate holder shall disburse to The Climate Trust offset funds and selection and
33 contracting funds as requested by The Climate Trust. The certificate holder shall make
34 disbursements in response to requests from The Climate Trust in accordance with
35 subsections (a), (b), and (c).
36
- 37 (a) The certificate holder shall disburse all selection and contracting funds to The
38 Climate Trust prior to beginning construction.
39
- 40 (b) Upon notice pursuant to subsection (c), The Climate Trust may request from the
41 issuer of the bond or letter of credit the full amount of all offset funds available or
42 it may request partial payment of offset funds at its sole discretion.
43 Notwithstanding the specific amount of any contract to implement an offset
44 project, The Climate Trust may request up to the full amount of offset funds the

1 certificate holder is required to provide to meet the monetary path payment
2 requirement.

3
4 (c) The certificate holder shall provide that the issuer of the bond or letter of credit
5 disburse offset funds to The Climate Trust within three business days of a request
6 by The Climate Trust for the offset funds in accordance with the terms of the
7 bond or letter of credit. The Climate Trust may request disbursement of offset
8 funds by providing notice to the issuer of the bond or letter of credit that The
9 Climate Trust has executed a letter of intent to acquire an offset project.

10
11 (3) The certificate holder shall submit all monetary path payment requirement calculations to
12 the Office for verification in a timely manner before submitting a bond or letter of credit
13 for Council approval and before entering into an MOU with The Climate Trust. The
14 certificate holder shall use the contracted design parameters for capacities and heat rates
15 that it reports pursuant to Condition (4) to calculate the estimated monetary path payment
16 requirement, along with the estimated annual hours of operation with operate power
17 augmentation technologies. The certificate holder shall use the Year One Capacities and
18 Year One Heat Rates that it reports for the facility pursuant to Condition (5) to calculate
19 whether it owes additional monetary path payments.

20
21 (a) The net carbon dioxide emissions rate for the base load gas plant shall not exceed
22 0.675 pounds of carbon dioxide per kilowatt-hour of net electric power output,
23 with carbon dioxide emissions and net electric power output measured on a new
24 and clean basis, as defined in OAR 345-001-0010.

25
26 (b) If the certificate holder uses power augmentation technologies, as defined in
27 Council rules, the net carbon dioxide emissions rate for incremental emissions for
28 the facility operating with power augmentation technologies that increase the
29 capacity and heat rate of the facility above the capacity and heat rate that it can
30 achieve as a base load gas plant on a new and clean basis (“power augmentation
31 technologies”) shall not exceed 0.675 pounds of carbon dioxide per kilowatt-hour
32 of net electric power output, with carbon dioxide emissions and net electric power
33 output measured on a new and clean basis, as the Council may modify such basis
34 pursuant to Condition (4)(d).

35
36 (c) When the certificate holder submits the Year One Test reports required in
37 Condition (5), it shall increase its monetary path payments if the calculation using
38 reported data shows that the adjusted monetary path payment requirement exceeds
39 the monetary path payment requirement for which the certificate holder had
40 provided a bond or letter of credit prior to beginning construction, pursuant to
41 Condition (1). The certificate holder shall submit its calculations to the Office of
42 Energy for verification.
43

- (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) and (b).

- (a) Before beginning construction of the 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 site condition at the times the certificate holder intends to operate with duct burning.
- (c) If the net power output and heat rate that the certificate holder reports pursuant to subsection (b) indicate that the Project will use power augmentation technologies, before beginning construction of the energy facility, the certificate holder shall specify the estimated annual average hours that it will operate the power augmentation technologies.
- (d) If the Project uses power augmentation technologies, upon a timely request by the certificate holder, the Council may approve modified parameters for testing the power augmentation technologies on a new and clean basis, pursuant to OAR 345-024-0590(1). The Council's approval of modified testing parameters for power augmentation technologies shall not require a Site Certificate amendment.

(5) Within the first 12 months of commercial operation of the facility, the certificate holder shall conduct a 100-hour test at full power without power augmentation technologies ("Year One Test-1") and, if appropriate, a test at full power with power augmentation technologies ("Year One Test-2"). A 100-hour test performed for purposes of the certificate holder's commercial acceptance of the facility shall suffice to satisfy this condition in lieu of testing after beginning commercial operation.

- (a) Year One Test-1 shall determine the actual heat rate ("Year One Heat Rate-1") and the net electric power output ("Year One Capacity-1") on a new and clean

1 basis, without degradation, with the results adjusted for the average annual site
2 condition for temperature, barometric pressure, and relative humidity, and using a
3 rate of 117 pounds of carbon dioxide per million Btu of natural gas fuel pursuant
4 to OAR 345-001-0010(35).
5

6 (b) If appropriate, Year One Test-2 shall determine the actual heat rate (“Year One
7 Heat Rate-2”) and net electric power output (“Year One Capacity-2”) for the
8 facility operating with power augmentation technologies, without degradation,
9 with the results adjusted for the average site condition for temperature, barometric
10 pressure, and relative humidity at the times the certificate holder intends to
11 operate power augmentation technologies, and using a rate of 117 pounds of
12 carbon dioxide per million Btu of natural gas fuel pursuant to OAR 345-001-
13 0010(35). The full power test shall be 100 hours’ duration unless the Council has
14 approved a different duration pursuant to Condition (4)(d).
15

16 (c) The certificate holder shall notify the Office of Energy at least 60 days before
17 conducting the tests required in sub-sections (a) and (b), as appropriate.
18

19 (d) Before conducting the tests required in subsections (a) and (b), as appropriate, the
20 certificate holder shall, in a timely manner, provide to the Office a copy of the
21 protocol for conducting the tests.
22

23 (e) Within two months after completing the Year One Test(s), the certificate holder
24 shall provide to the Council a report of the results of the Year One Test(s).
25

26 (6) If calculations pursuant to Condition (7) demonstrate that the certificate holder must
27 supplement its monetary path payments (“supplemental monetary path payment
28 requirement”), the certificate holder shall provide a bond or letter of credit sufficient to
29 meet the supplemental monetary path payment requirement within the time required by
30 Condition (7)(b). The bond or letter of credit shall not be subject to revocation before
31 disbursement of the supplemental monetary path payment requirement. Alternately, the
32 certificate holder may disburse in cash any such supplemental monetary path payments
33 directly to The Climate Trust within the time required by the Condition (7).
34

35 (7) If the certificate holder uses power augmentation technologies, the certificate holder shall
36 submit all supplemental monetary path payment requirement calculations to the Office
37 for verification. The certificate holder shall use the Year One Capacity-2 and Year One
38 Heat Rate-2 that it reports for the facility pursuant to Condition (5)(b) to calculate
39 whether it owes supplemental monetary path payments, pursuant to subsections (a) and
40 (b).
41

42 (a) Each five years after beginning commercial operation of the facility (“five-year
43 reporting period”), the certificate holder shall report to the Office the annual
44 average hours the facility operated with power augmentation technologies during
45 that five-year reporting period, pursuant to OAR 345-024-0590(6). The certificate

holder shall submit five-year reports to the Office within 30 days of the anniversary date of beginning commercial operation of the facility.

(b) If the Office determines that the facility exceeds the projected net total carbon dioxide emissions calculated pursuant to Conditions (4) and (5), prorated for five years, during any five-year reporting period described in subsection (a), the certificate holder shall offset excess emissions for the specific reporting period according to subsection (A) and shall offset the estimated future excess emissions according to subsection (B), pursuant to OAR 345-024-0600(4). The certificate holder shall offset excess emissions using the monetary path as described in OAR 345-024-0710, except that selection and contracting funds shall equal 20 percent of the value of any offset funds up to the first \$250,000 (in 2002 dollars) and 4.286 percent of the value of any offset funds in excess of \$250,000 (in 2002 dollars). The certificate holder shall disburse the funds to The Climate Trust within 30 days after notification by the Office of the amount that the certificate holder owes.

(A) In determining the excess carbon dioxide emissions that the certificate holder must offset for a five-year period, the Office shall apply OAR 345-024-0600(4)(a). The certificate holder shall pay for the excess emissions at \$0.85 per ton of carbon dioxide emissions (in 2002 dollars). The Office shall notify the certificate holder and The Climate Trust of the amount of payment required, using the monetary path, to offset excess emissions.

(B) The Office shall calculate estimated future excess emissions and notify the certificate holder of the amount of payment required, using the monetary path, to offset them. To estimate excess emissions for the remaining period of the deemed 30-year life of the facility, the Office shall use the parameters specified in OAR 345-024-0600(4)(b). The certificate holder shall pay for the estimated excess emissions at \$ 0.85 per ton of carbon dioxide (in 2002 dollars). The Office shall notify the certificate holder of the amount of payment required, using the monetary path, to offset future excess emissions.

(8) The combustion turbine for the base load gas plant and power augmentation technologies, as appropriate, shall be fueled solely with pipeline-quality natural gas or with synthetic gas with a carbon content per million Btu no greater than pipeline-quality natural gas.

(9) With respect to incremental capacity and fuel consumption increases for which the certificate holder has not previously complied with the carbon dioxide standard, the certificate holder shall comply substantially with Conditions (1) through (8) in lieu of the Council's requiring an amendment, provided that:

(a) The Council determines, pursuant OAR 345-027-0050, that the certificate holder does not otherwise require an amendment, and further provided that:

- 1
2 (b) The certificate holder shall meet the appropriate carbon dioxide emissions
3 standard and monetary offset rate in effect at the time the Council makes its
4 determination pursuant to OAR 345-027-0050.
5

6 **E. SITING STANDARDS SUBJECT TO CONDITIONS**
7

8 **E.1. INTRODUCTION**

9 A proposed energy facility that qualifies for expedited review under ORS 469.373 need not
10 prove compliance with the following standards:
11

12	OAR 345-022-0020	Structural
13	OAR 345-022-0080	Scenic and Aesthetic
14	OAR 345-022-0090	Historic, Archaeological and Cultural Resources
15	OAR 345-022-0100	Recreation
16	OAR 345-022-0110	Public Services
17	OAR 345-022-0120	Waste Minimization

18
19 The Council may not deny a site certificate based on these standards. However, the Council may
20 impose conditions based on these standards.
21

22 **E.2. STRUCTURAL STANDARD**

- 23 (1) Before beginning construction of the facility, the certificate holder shall report to the
24 Office and the Oregon Department of Geology and Mineral Industries (“DOGAMI”) with
25 the results of final site-specific geotechnical investigations and recommendations for
26 design of the energy facility and related or supporting facilities.
27
- 28 (2) The certificate holder shall design, engineer, and construct the facility to avoid dangers to
29 human safety presented by seismic hazards affecting the site that are expected to result
30 from the maximum probable seismic event (“MPE”). For the Summit Project site, the
31 MPE shall be considered to be a M8.8 subduction zone earthquake at a distance of 100
32 kilometers and a depth of 20 kilometers. As used in this condition, “seismic hazard”
33 includes ground shaking, landslide, liquefaction, lateral spreading, tsunami inundation,
34 fault displacement, and subsidence. Design parameters shall meet or exceed those
35 prescribed by the Oregon Structural Specialty Code for UBC Seismic Zone 3 and shall
36 include an S_F soil profile.
37
- 38 (3) The certificate holder shall notify the Office, the State Building Codes Division, and
39 DOGAMI promptly if site investigations or trenching reveal that conditions differ
40 significantly from those described in the ASC. After the Office receives the notice, the
41 Council may require the certificate holder to consult with DOGAMI and the State
42 Building Codes Division and to propose mitigation actions.
43
- 44 (4) Plant design shall be substantially in accordance with the recommendations at section 11
45 of ASC Exhibit H, “Site Specific Geological and Soil Stability Assessment for the

1 Summit/Westward Energy Project.” Plant design shall include a seismic motion
2 monitoring system that will shut off gas supply before liquefaction damages the facility
3 and will gather detailed data on the site’s seismic response.
4

5 **E.3. SCENIC AND AESTHETIC VALUES**

6 (1) During construction of the energy facility, the certificate holder shall use directing and
7 shielding devices on lights to minimize off-site glare. When there is no nighttime
8 construction activity, the certificate holder shall minimize nighttime lighting consistent
9 with safety and security requirements.
10

11 (2) During operation of the energy facility, the certificate holder shall use directing and
12 shielding devices on lights to minimize off-site glare. When possible, lights shall remain
13 off except during emergency or maintenance situations and as needed for safety and
14 security.
15

16 (3) After completion of construction of the energy facility, the certificate holder shall employ
17 a landscaping plan incorporating trees and shrubs to screen elements of the energy
18 facility, excepting the cooling towers, exhaust stacks, and turbine hall, from view. This
19 condition will be considered satisfied if the landscaping plan is reviewed and approved
20 by Columbia County Land Use Services pursuant to county ordinance CCZO 1550.12.
21

22 (4) During construction of the facility, the certificate holder shall control dust through the
23 application of water, or by other equally effective method.
24

25 **E.4. HISTORIC, CULTURAL AND ARCHAEOLOGICAL RESOURCES**

26 (1) Before beginning construction of the facility, the certificate holder shall instruct
27 construction personnel in the identification of cultural materials and shall direct them to
28 halt all ground-disturbing activities in the vicinity of a find until a qualified archaeologist
29 can evaluate the significance of the find and recommend an appropriate course of action.
30

31 (2) During construction of the facility, in the event any artifacts or other cultural materials
32 are identified, the certificate holder shall cease all ground-disturbing activities until a
33 qualified archaeologist can evaluate the significance of the find. If the archaeologist
34 determines that the materials are significant, the certificate holder shall make
35 recommendations for mitigation in consultation with the Oregon State Historic
36 Preservation Officer (“SHPO”) and other appropriate parties. The certificate holder shall
37 not restart work in the affected area until it has complied with the archaeological permit
38 requirements administered by SHPO.
39

40 (3) The certificate holder shall allow monitoring on reasonable terms and conditions by the
41 Confederated Tribes of the Grand Ronde Community of Oregon, the Confederated Tribes
42 of the Siletz Indian Reservation of Oregon, and the Chinook Tribe in Washington of
43 earth-moving activities within any areas with a potential for containing archaeological
44 remains.
45

- 1 (4) Before beginning construction of the energy facility or any related or supporting
2 facilities, the certificate holder shall notify the Confederated Tribes of the Grand Ronde
3 Community of Oregon, the Confederated Tribes of the Siletz Indian Reservation of
4 Oregon, and the Chinook Tribe in Washington and provide their representatives the
5 opportunity to be available for periodic on-site monitoring during construction activities.
6

7 **E.5. RECREATION**

8 [No conditions]
9

10 **E.6. PUBLIC SERVICES**

- 11 (1) During construction of the facility, the certificate holder shall use portable, self-contained
12 toilets and shall have them pumped on a regular basis.
13
- 14 (2) The certificate holder shall pay to Columbia County or its designee the appropriate
15 Transportation Improvement Contribution ("TIC") set forth in the Agreement between
16 Columbia County and Summit/Westward, dated June 12, 2002 ("Agreement").
17
- 18 (3) The certificate holder shall not agree to amend the Agreement with Columbia County to
19 reduce, revoke or waive the requirement for payment of the appropriate TIC without prior
20 approval of the Council; however, such approval by the Council shall not require an
21 amendment to the site certificate.
22
- 23 (4) Before beginning construction of the facility, the certificate holder shall review all rail
24 and bridge crossings to ensure that adequate clearance is provided for the shipment of all
25 modular equipment.
26
- 27 (5) If construction of the facility occurs concurrently with construction of other projects in
28 the Port Westward Industrial Area, the certificate holder shall coordinate with other users
29 of the Port Westward Industrial Area to provide a carpooling program that identifies
30 and/or creates park-and-ride locations to facilitate carpooling.
31
- 32 (6) If construction of the facility occurs concurrently with construction of other projects in
33 the Port Westward Industrial Area, the certificate holder shall coordinate with Columbia
34 County and other users of the Port Westward Industrial Area on the implementation of a
35 staggered shift schedule if Columbia County determines that traffic conditions warrant it.
36
- 37 (7) Before beginning construction of the energy facility, the certificate holder shall
38 coordinate with Columbia County the improvement and maintenance of signage and
39 striping at the mainline rail crossing on Kallunki Road, including the installation of "DO
40 NOT STOP ON TRACKS" signs.
41
- 42 (8) During construction of the facility, the certificate holder shall use barge and railroad
43 deliveries of bulk materials and heavy equipment, to the extent practicable, to minimize
44 the number of freight truck deliveries on local roads.
45

- 1 (9) During construction of the energy facility, the certificate holder shall construct a fire
2 protection system within the buildings and yard areas of the energy facility site.
3
- 4 (a) The fire protection system shall be constructed in accordance with National Fire
5 Protection Association standards.
6
- 7 (b) The system shall include a dedicated fire loop piping system serving fire hydrants
8 and fixed fire suppression systems and shall also include handheld fire
9 extinguishers and handcart extinguishers of the appropriate size and rating located
10 in accordance with National Fire Protection Association standards.
11
- 12 (c) A dedicated reserve capacity of 150,000 gallons in the raw water storage tank
13 shall serve as the fire suppression water source.
14
- 15 (d) Fire detection devices, including smoke detectors, flame detectors, and
16 temperature detectors, as appropriate, shall be installed at key points throughout
17 the energy facility.
18

19 **E.7. WASTE MINIMIZATION**

- 20 (1) Upon completion of construction of the facility, the certificate holder shall dispose of all
21 temporary structures not required for facility operation and all timber, brush, refuse, and
22 flammable or combustible material resulting from clearing of land and construction of the
23 facility.
24
- 25 (2) During construction, operation, and retirement of the facility, the certificate holder shall
26 separate recyclable materials from the domestic solid waste, store them, and arrange for
27 their periodic pickup by qualified recyclers.
28
- 29 (3) During operation of the energy facility, the certificate holder shall collect in temporary
30 wastewater storage ponds any water discharged from the energy facility during periods
31 when the brine crystallizer is not operational. When the brine crystallizer again becomes
32 operational, all such wastewater shall be pumped back through the energy facility cooling
33 system. In the event the temporary wastewater storage ponds become full and the brine
34 crystallizer remains inoperable, the energy facility shall be shut down to prevent any
35 overflow of the ponds.
36

37 **F. OTHER APPLICABLE REGULATORY REQUIREMENTS: FINDINGS AND CONCLUSIONS**

38
39 **F.1. REQUIREMENTS UNDER COUNCIL JURISDICTION**

40
41 **F.1.a. Noise**

- 42 (1) During construction of the energy facility, either the Summit/Westward on-site electrical
43 transmission line or the alternate electric transmission line, or other related or supporting
44 facilities, the certificate holder shall schedule most heavy construction to occur during

1 daylight hours. Construction work at night shall be limited to work inside buildings and
2 other structures when possible. [Amendment No. 1]
3

4 (2) During construction of the energy facility, either the Summit/Westward on-site electrical
5 transmission line or the alternate electric transmission line, or other related or supporting
6 facilities, the certificate holder shall require contractors to equip all combustion engine-
7 powered equipment with exhaust mufflers. [Amendment No. 1]
8

9 (3) During construction of the energy facility, either the Summit/Westward on-site electrical
10 transmission line or the alternate electric transmission line, or other related or supporting
11 facilities, the certificate holder shall establish a complaint response system at the
12 construction manager's office to address noise complaints. [Amendment No. 1]
13

14 (4) Within six months after the start of commercial operation of the energy facility, the
15 certificate holder shall retain a qualified noise specialist to measure noise levels
16 associated with the energy facility operation when the facility is operating in a maximum
17 noise mode.
18

19 (a) The specialist shall measure noise levels in Oregon at the nearest residence east of
20 the facility and the nearest residence south of the facility to determine if actual
21 noise levels are within the levels specified in the applicable noise regulations in
22 OAR 345-035-0035(1)(b)(B)(i). Measurements shall be made in accordance with
23 the procedures specified in ANSI S12.9-1993/Part 3, "Quantities and Procedures
24 for Description and Measurement of Environmental Sound. Part 3: Short-Term
25 Measurements with an Observer Present." The measurements shall be made
26 during late-night hours when the ambient noise levels are lowest and weather
27 conditions are generally best for sound propagation in the environment.
28 Measurements shall be made only when the wind is either calm or when the wind
29 is less than five miles per hour from the north or west.
30

31 (b) If the equipment operating conditions or the atmospheric conditions required for
32 measurements in (a) do not exist within the first six month of operation, an
33 extension of time for the compliance measurements may, upon request, be granted
34 by the Office.
35

36 (c) The certificate holder shall report the results of the noise evaluation to the Office.
37

38 (d) If actual noise levels do not comply with applicable DEQ regulations, the
39 certificate holder shall take those actions necessary to comply with the regulations
40 as soon as practicable. Additional mitigation measures required to gain
41 compliance may include additional silencing of exhaust stacks and inlet air ducts,
42 installation of barriers or enclosures around certain pieces of equipment,
43 additional lagging of radiating surfaces and the use of additional seals at
44 penetration points in the turbine building.
45

1 (5) The certificate holder shall install on short duration noise sources, *e.g.*, steam and air
2 vents, silencers that have a sufficient amount of insertion loss to ensure that noise created
3 when those sources are operated under controlled conditions meets the applicable DEQ
4 noise regulations at OAR chapter 340, division 35.

5
6 (6) During construction and operation of the energy facility, the certificate holder shall
7 enclose the natural gas and steam turbines within a metal building, enclose the main
8 pump area and gas valve area, and make use of air inlet and exhaust silencers at critical
9 locations.

10
11 **F.1.b. Wetlands**

12 (1) Before beginning construction of the energy facility, the certificate holder shall obtain a
13 U.S. Army Corps of Engineers and Oregon Division of State Lands (“DSL”) Joint
14 Removal-Fill Permit substantially in the form of the Draft Removal-Fill Permit in
15 Attachment D of the Final Order approving the site certificate; provided that mitigation
16 required under the removal-fill permit shall allow for accommodation of Corps of
17 Engineers mitigation requirements, subject to the concurrence of the Office, in
18 consultation with DSL and affected federal agencies.

19
20 (2) Before beginning construction of the facility, the certificate holder shall submit to the
21 Office a final mitigation plan approved by DSL.

22
23 (3) The certificate holder shall comply with state laws and rules applicable to the removal-fill
24 permit that are adopted in the future to the extent that such compliance is required under
25 the respective statutes and rules.

26
27 **F.1.c. Public Health and Safety**

28 (1) If, at any time during the life of the energy facility, the Council finds that the operation of
29 the energy facility is likely to contribute significantly to ground-level fogging or icing
30 along public roads and is likely to pose a significant threat to public safety, the certificate
31 holder shall cooperate with appropriate local public safety authorities regarding the
32 posting of warning signs on affected roads and regarding the implementation of other
33 reasonable safety measures. Cooperation may include, but is not necessarily limited to,
34 the reimbursement of expenses for posting warning signs and implementing other safety
35 measures.

36
37 (2) The certificate holder shall design transmission lines so that alternating-current electric
38 fields shall not exceed 9 kV per meter at one meter above the ground surface in areas
39 accessible to the public.

40
41 (3) The certificate holder shall design transmission lines so that induced currents resulting
42 from the transmission lines are as low as reasonably achievable.

43
44 (4) The certificate holder shall develop and implement a program that provides reasonable
45 assurance that all fences, gates, cattle guards, trailers, or other objects or structures of a

1 permanent nature that could become inadvertently charged with electricity are grounded
2 or bonded throughout the life of the Summit/Westward on-site transmission line or the
3 alternate electric transmission line. [Amendment No. 1]
4

- 5 (5) The certificate holder shall take reasonable steps to reduce or manage exposure to
6 electromagnetic fields (“EMF”), consistent with Council findings presented in the
7 “Report of EMF Committee to the Energy Facility Siting Council,” March 30, 1993, and
8 subsequent findings. Effective on the date of this site certificate, the certificate holder
9 shall provide information to the public, upon request, about EMF levels associated with
10 the energy facility and the Summit/Westward on-site electrical transmission line or the
11 alternate electric transmission line. [Amendment No. 1]
12
- 13 (6) At least 30 days before beginning preparation of detailed design and specifications for the
14 Summit/Westward on-site electrical transmission line or the alternate electric
15 transmission line, and the related or supporting natural gas pipeline, the certificate holder
16 shall consult with the Oregon Public Utility Commission (“PUC”) staff to ensure that its
17 designs and specifications are consistent with applicable codes and standards. [Amendment
18 No. 1]
19
- 20 (7) The certificate holder shall ensure that cathodic protection meeting the requirements of
21 the OPUC and 49 CFR § 192 be activated as soon as practicable following installation of
22 the gas pipeline connecting the energy facility to the Kelso-Beaver pipeline.
23
- 24 (8) The certificate holder shall take steps to ensure that the pipeline connecting the energy
25 facility to the Kelso-Beaver pipeline is electrically isolated from the Kelso-Beaver
26 pipeline.
27
- 28 (9) The certificate holder shall implement a regular schedule to walk the corridor of the gas
29 pipeline connecting the energy facility to the Kelso-Beaver pipeline and inspect for leaks.
30

31 **F.1.d. DEQ WPCF Permit for Sanitary Waste**

- 32 (1) Before beginning operation of the energy facility, the certificate holder shall demonstrate
33 that the DEQ has issued to the certificate holder a Water Pollution Control Facilities
34 Permit, substantially in the form of Attachment B, allowing for on-site sanitary waste
35 disposal.
36
- 37 (2) The certificate holder shall comply with state laws and rules applicable to Water
38 Pollution Control Facilities Permits for sanitary waste that are adopted in the future to the
39 extent that such compliance is required under the respective statutes and rules.
40

41 **F.1.e. DEQ WPCF Permit for Temporary Process Water Disposal**

- 42 (1) Before beginning operation of the energy facility, the certificate holder shall demonstrate
43 that DEQ has issued to the certificate holder a Water Pollution Control Facilities Permit,
44 substantially in the form of Attachment C, allowing for temporary process water disposal.
45

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

5 **G. CONDITIONS REQUIRED OR RECOMMENDED BY COUNCIL RULES**
6

7 **G.1. MANDATORY CONDITIONS IN SITE CERTIFICATES**
8

9 **Amendment of the Site Certificate**

10 (1) The Council shall not change the conditions of the Site Certificate except in accordance
11 with the applicable provisions of OAR chapter 345, division 27, in effect on the date of
12 the Council action.
13

14 **Legal Description**

15 (2) Before beginning construction of the facility, the certificate holder shall submit to the
16 Office a legal description of the site, except as provided in OAR 345-027-0023(6). The
17 Office shall append the legal description to the Site Certificate.
18

19 **General Requirements**

20 (3) The certificate holder shall design, construct, operate, and retire the facility:
21

22 (a) Substantially as described in the Site Certificate;
23

24 (b) In compliance with the requirements of ORS chapter 469, applicable Council
25 rules, and applicable state and local laws, rules, and ordinances in effect at the
26 time the Council issues the Site Certificate; and
27

28 (c) In compliance with all applicable permit requirements of other state agencies.
29

30 **Beginning and Completing Construction**

31 (4) The certificate holder shall begin construction of the facility by October 3, 2004. The
32 certificate holder shall report promptly to the Office the date that it began construction of
33 the facility, as defined in OAR 345-001-0010(10). In reporting the beginning of
34 construction, the certificate holder shall describe all work on the site performed before
35 beginning construction, including work performed before the Council issued the site
36 certificate, and shall state the cost of that work, pursuant to OAR 345-026-0048.
37

38 (5) The certificate holder shall complete construction of the facility by April 3, 2007. The
39 completion of construction date is the day by which (1) the facility is substantially
40 complete as defined by the certificate holder's construction contract documents; (2)
41 acceptance testing is satisfactorily completed; and, (3) the energy facility is ready to
42 commence continuous operation consistent with the Site Certificate. The certificate
43 holder shall report promptly to the Office the date it completed construction of the
44 facility.
45

1 **Construction Rights on Site**

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

10
11 (a) The certificate holder has construction rights on that part of the site; and

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

18 **G.2. OTHER CONDITIONS BY RULE**

19
20 **Incident Reports**

21 (1) With respect to the related or supporting natural gas pipeline, the certificate holder shall
22 submit to the Office copies of all incident reports required under 49 CFR § 192.709 that
23 involve the pipeline.
24

25 **Rights-of-Way**

26 (2) Before beginning operation of the facility, the certificate holder shall submit to the Office
27 a legal description of the permanent right-of-way where the applicant has built a pipeline
28 or transmission line within an approved corridor. The Office shall append the legal
29 description to the Site Certificate. The site of the pipeline or transmission line subject to
30 the Site Certificate is the area within the permanent right-of-way.
31

32 **Monitoring Programs**

33 (3) If the certificate holder becomes aware of a significant environmental change or impact
34 attributable to the facility, the certificate holder shall, as soon as possible, submit a
35 written report to the Office, describing the impact of the facility and its ability to comply
36 with any affected Site Certificate conditions.
37

38 **Compliance Plans**

39 (4) Before beginning construction of the facility, the certificate holder shall implement a plan
40 that verifies compliance with all Site Certificate terms and conditions and applicable
41 statutes and rules, including reporting and notification requirements of OAR 345-026-
42 0080 through -0170. The certificate holder shall submit a copy of the plan to the Office.
43 The certificate holder shall document the compliance plan and maintain it for inspection
44 by the Office or the Council.

1
2 **Reporting**

3 (5) Within six months after beginning any construction, and every six months thereafter
4 during construction of the energy facility and related or supporting facilities, the
5 certificate holder shall submit a semi-annual construction progress report to the Council.
6 In each construction progress report, the certificate holder shall describe any significant
7 changes to major milestones for construction. When the reporting date coincides, the
8 certificate holder may include the construction progress report within the annual report
9 described in Condition (6).

10
11 (6) The certificate holder shall, within 120 days after the end of each calendar year after
12 beginning construction, submit an annual report to the Council that addresses the subjects
13 listed in OAR 345-026-0080(2). The Council secretary and the certificate holder may, by
14 mutual agreement, change the reporting date.

15
16 (7) To the extent that information required by OAR 345-026-0080(2) is contained in reports
17 the certificate holder submits to other state, federal or local agencies, the certificate
18 holder may submit excerpts from such other reports. The Council reserves the right to
19 request full copies of such excerpted reports.
20

21 **Schedule Modification**

22 (8) The certificate holder shall promptly notify the Office of any changes in major milestones
23 for construction, decommissioning, operation, or retirement schedules. Major milestones
24 are those identified by the certificate holder in its construction, retirement or
25 decommissioning plans.
26

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

28 (9) The certificate holder and the Office shall exchange copies of all correspondence or
29 summaries of correspondence related to compliance with statutes, rules and local
30 ordinances on which the Council determined compliance, except for material withheld
31 from public disclosure under state or federal law or under Council rules. The certificate
32 holder may submit abstracts of reports in place of full reports; however, the certificate
33 holder shall provide full copies of abstracted reports and any summarized correspondence
34 at the request of the Office.
35

36 **Notification of Incidents**

37 (10) The certificate holder shall notify the Office within 72 hours of any occurrence involving
38 the facility if:

39
40 (a) There is an attempt by anyone to interfere with its safe operation;

41
42 (b) A natural event such as an earthquake, flood, tsunami or tornado, or a human-
43 caused event such as a fire or explosion affects or threatens to affect the public
44 health and safety or the environment; or,
45

1 (c) There is any fatal injury at the facility.
2

3 **H. GENERAL CONDITIONS**

4 (1) The general arrangement of the Summit/Westward Project shall be substantially as shown
5 in the ASC.
6

7 (2) The certificate holder shall ensure that related and supporting facilities are
8 constructed in the corridors described in the Final Order(s) and as shown in the
9 ASC and in the manner described in the Final Order(s) and the ASC. [Amendment
10 No. 1]
11

12 **Successors and Assigns**

13 (3) To transfer this Site Certificate, or any portion thereof, or to assign or dispose of the
14 facility in any other manner, directly or indirectly, the certificate holder shall comply
15 with OAR 345-027-0100.
16

17 **Severability and Construction**

18 (4) If any provision of this agreement and certificate is declared by a court to be illegal or in
19 conflict with any law, the validity of the remaining terms and conditions shall not be
20 affected, and the rights and obligations of the parties shall be construed and enforced as if
21 the agreement and certificate did not contain the particular provision held to be invalid. In
22 the event of a conflict between the conditions contained in the Site Certificate and the
23 Council's Final Order(s), the conditions contained in this Site Certificate shall control.
24 [Amendment No. 1]
25

26 **Governing Law and Forum**

27 (5) This site certificate shall be governed by the laws of the State of Oregon.
28

29 (7) Any litigation or arbitration arising out of this agreement shall be conducted in an
30 appropriate forum in Oregon.
31

32 **IN WITNESS WHEREOF**, this Site Certificate has been executed by the State of Oregon,
33 acting by and through its Energy Facility Siting Council, and Westward Energy, LLC.
34

35 ENERGY FACILITY SITING COUNCIL
36
37

38 By: /s/ Karen H. Green Date: February 13, 2004
39 Karen H. Green
40 Chair
41

42 WESTWARD ENERGY, LLC
43
44

45 By: /s/ Brett Wilcox Date: February 19, 2004
46

- 1 ATTACHMENT A: MEMORANDUM OF UNDERSTANDING - MONETARY PATH PAYMENT REQUIREMENT
- 2 ATTACHMENT B: DEQ WPCF PERMIT FOR SANITARY WASTE
- 3 ATTACHMENT C: DEQ WPCF PERMIT FOR TEMPORARY PROCESS WATER DISPOSAL
- 4 ATTACHMENT D: REMOVAL-FILL PERMIT
- 5 /
- 6 /
- 7 /