

**SECOND AMENDED**  
**SITE CERTIFICATE**  
**FOR THE**  
**SUMMIT/WESTWARD PROJECT**

ISSUED BY

OREGON ENERGY FACILITY SITING COUNCIL  
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APRIL 23, 2004

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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, 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 the Council’s Final Order in the Matter of the Site Certificate for the Summit/Westward Project Request for Amendment No. Two, which the Council granted on April 23, 2004, and which by these references are incorporated herein (collectively, the “Final Orders.”). [Amendment 2]

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; (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 and (c) the certificate holder’s Second Request to Amend the Site Certificate for the Summit/Westward Project, which the certificate holder submitted on December 22, 2003. Also as used in this Site Certificate, “Site Certificate” means the Site Certificate as amended by the Council. [Amendment 2]

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).

- 1 2. This Site Certificate shall be effective (1) until it is terminated pursuant to OAR  
2 345-027-0110 or the rules in effect on the date that termination is sought, or (2) until the  
3 Site Certificate is revoked pursuant to ORS 469.440 and OAR 345-029-0100 or the  
4 statutes and rules in effect on the date that revocation is ordered. ORS 469.401(1).  
5
- 6 3. This Site Certificate does not address, and is not binding with respect to, matters that  
7 were not addressed in the Council's Final Orders. These matters include, but are not  
8 limited to: building code compliance; wage, hour and other labor regulations; local  
9 government fees and charges; other design or operational issues that do not relate to  
10 siting the Summit Project; and permits issued under statutes and rules for which the  
11 decision on compliance has been delegated by the federal government to a state agency  
12 other than the Council. ORS 469.401(4) and 469.503(3). [Amendment No. 1]  
13
- 14 4. Both the State and the certificate holder shall abide by local ordinances and state law and  
15 the rules of the Council in effect on the date this Site Certificate is executed. In addition,  
16 upon a clear showing of a significant threat to the public health, safety or the environment  
17 that requires application of later-adopted laws or rules, the Council may require  
18 compliance with such later-adopted laws or rules. ORS 469.401(2).  
19
- 20 5. For a permit, license or other approval addressed in and governed by this Site Certificate,  
21 the certificate holder shall comply with applicable state and federal laws adopted in the  
22 future to the extent that such compliance is required under the respective state agency  
23 statutes and rules. ORS 469.401(2).  
24
- 25 6. Subject to the conditions herein, this Site Certificate binds the State and all counties,  
26 cities and political subdivisions in this state as to the approval of the site and the  
27 construction, operation and retirement of the Summit Project as to matters that are  
28 addressed in and governed by this Site Certificate. ORS 469.401(3).  
29
- 30 7. Each affected state agency, county, city and political subdivision in the State with  
31 authority to issue a permit, license or other approval addressed in or governed by this Site  
32 Certificate shall, upon submission of the proper application and payment of the proper  
33 fees, but without hearings or other proceedings, issue such permit, license or other  
34 approval subject only to conditions set forth in this Site Certificate. ORS 469.401(3).  
35
- 36 8. After issuance of this Site Certificate, each state agency or local government agency that  
37 issues a permit, license or other approval for the Summit Project shall continue to  
38 exercise enforcement authority over such permit, license or other approval. ORS  
39 469.401(3).  
40
- 41 9. After issuance of this Site Certificate, the Council shall have continuing authority over  
42 the site and may inspect, or direct the Department to inspect, or request another state  
43 agency or local government to inspect, the site at any time in order to assure that the  
44 Summit Project is being operated consistently with the terms and conditions of this Site  
45 Certificate. ORS 469.430.

1  
2 **C. SITE DESCRIPTION**

3  
4 **C.1. FACILITY**

5  
6 **C.1.a. The Energy Facility**

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

17  
18 The certificate holder shall use one of two alternative wastewater disposal methods. In the event  
19 that the certificate holder elects to employ a brine crystallizer wastewater disposal system, the  
20 Summit Project would achieve zero discharge of process wastewater by installing a brine  
21 crystallizer system on the energy facility site. This system would treat concentrated brine from  
22 the circulating water treatment plant. This treatment plant would be an advanced system,  
23 designed to recover essentially all water for reuse and to direct the waste stream to the brine  
24 crystallizer for treatment. The concentrated brine would have high concentrations of total solids  
25 and other nonhazardous constituents. The typical flow rate would be about 385 gallons per  
26 minute. Concentrated brine solids would be shipped to a regulated landfill site for disposal.

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

35  
36 In the event that the certificate holder elects to dispose of wastewater to the Port for discharge to  
37 the Columbia River, such disposal will occur pursuant to the Port’s National Pollutant Discharge  
38 Elimination System Permit. This alternative may allow for a reduction in the capacity of the  
39 wastewater storage ponds described above, may allow for a reduction in the number of storage  
40 ponds from two to one, and would convert the use of the ponds from temporary storage to  
41 continuous storage when the plant is in operation. [amendment 2]

42  
43 The Summit Project must comply with air emissions standards that are administered by DEQ  
44 under a delegation from the U.S. Environmental Protection Agency.

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

5  
6 The Summit Project would interconnect with the transmission grid at the Bonneville Power  
7 Administration (“BPA”) Allston Substation, located about 10 miles south of the Summit Project  
8 site, by means of 230-kilovolt (“KV”) transmission line to be erected by PGE after approval of  
9 the Site Certificate for the PWGP.

10  
11 As an alternative to the interconnection described above, the Summit Project would interconnect  
12 with the transmission grid at the proposed Bradbury Substation to be constructed by Clatskanie  
13 People’s Utility District (“CPUD”), which would be located within the adjacent laydown area for  
14 the Summit Project. Under this alternative, CPUD would also construct a 230 kV line to connect  
15 the Bradbury Substation to the CPUD’s existing 230 kV Wauna Substation. The Wauna  
16 Substation is interconnected to the BPA 230 kV transmission grid through the BPA Driscoll  
17 switchyard. [Amendment No. 1]

18  
19 The generating plant and related or supporting facilities would occupy about 20 acres of a  
20 53-acre site.

21  
22 **Output.** The Summit Project would have a net electric power output of about 518 MW at  
23 average annual site conditions of 50.9 degrees Fahrenheit, 1,017 millibars barometric pressure,  
24 and 78 percent relative humidity. The new and clean heat rate would be about 6,869 British  
25 thermal units per kilowatt-hour (“Btu/kWh”) (higher heating value).

26  
27 During summer months, plant output from the base load facility would decrease because the  
28 equipment is less efficient at higher temperatures. During these months the Project would use  
29 duct firing to bring net electric output closer to the energy facility’s rated capacity. However, the  
30 Department does not consider this to be “power augmentation” as that term is defined in Council  
31 rules under OAR chapter 345, division 24, because the duct firing would not result in the  
32 production of extra power in excess of the plant’s nominal capacity.

33  
34 **Fuel Use.** The Summit Project would use natural gas as the only fuel to power the turbines and  
35 the power augmentation technologies. It would use about 3,558 million British thermal units  
36 (“MMBtu”) per hour of natural gas at full load without the duct burners in operation at annual  
37 average site conditions of 50.9 degrees Fahrenheit, 1,017 millibars barometric pressure, and 78  
38 percent relative humidity.

39  
40 **Water Use.** The Summit Project would obtain water to generate steam from the Port of St.  
41 Helens (the “Port”) under existing Oregon Water Right Permit No. 53677. The Port has a water  
42 right permit from the State of Oregon allowing it to use up to 30 cubic feet per second (“cfs”) of  
43 Columbia River water to supply commercial and industrial users in the Port’s service area.

1 Summit/Westward would contract with the Port for up to 7 cfs of the Port’s total water right for  
2 use by the Summit Project. PGE would contract with the Port for up to 8.3 cfs of the Port’s total  
3 water right for use by the proposed PWGP to be located adjacent to the Summit Project.  
4

5 Water would be delivered to the Summit Project from Ranney® collector wells that would be  
6 drilled on Port property near the mouth of Bradbury Slough, where it connects with the  
7 Columbia River. Water would be pumped through the Ranney collector wells from about 60 feet  
8 below the bed of the Columbia River and would be accounted for as part of the Port’s existing  
9 surface water right.

10  
11 Average water demand would be about 2,223 gallons per minute (“gpm”), or 3.20 million  
12 gallons per day. Peak water demand would be about 2,357 gpm, or 3.39 million gallons per day  
13 for most conditions.  
14

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

16 The Summit Project would include the following related or supporting facilities:  
17

18 **Natural-Gas Pipeline.** The Summit Project would be fueled solely by natural gas obtained from  
19 the K-B Pipeline. Connection to the K-B Pipeline would be by means of a buried pipeline  
20 approximately 16 inches in diameter. The natural-gas pipeline would be located in existing  
21 roadways. The proposed right-of-way for the natural-gas pipeline is about 5,100 feet long and 25  
22 feet wide, or 12.5 feet on each side of the pipeline and roughly equivalent to the width of the  
23 existing roadways. All ground disturbance activities in connection with construction of the  
24 natural-gas pipeline would be limited to the ground area occupied by the existing roadways. The  
25 ground area that would be disturbed during pipeline construction would be 10 feet wide,  
26 including five feet of trench and five feet of trench spoil pile. The pads required for directional  
27 drilling that would occur north of the energy facility would measure about 20 feet by 20 feet and  
28 would be located in the existing roadways.  
29

30 **Water Supply Pipeline.** Water for operation of the Summit Project would be obtained from  
31 wells located northwest of the energy facility under an existing water right held by the Port.  
32 Connection to the wells would be by means of a buried pipeline 16 to 20 inches in diameter. The  
33 Port would install a water supply pipeline about 7,500 feet long and 25 feet wide almost  
34 exclusively in existing roadways. The related or supporting water supply pipeline would  
35 interconnect with the Port’s water supply pipeline, would be about 1,000 feet long and 25 feet  
36 wide, and would be installed in an existing roadway. The proposed right-of-way for the entire  
37 water supply pipeline is about 8,500 feet long and 25 feet wide, or 12.5 feet on each side of the  
38 pipeline and roughly equivalent to the width of the existing roadways.  
39

40 All ground disturbance activities in connection with construction of the water supply pipeline,  
41 including those portions of the pipeline to be constructed by the Port, would be limited to the  
42 ground area occupied by the existing roadways, except for a small portion (about 600 feet) of the  
43 pipeline that extends from the well sites to the roadway. The ground area that would be disturbed  
44 during pipeline construction would be 10 feet wide, including 5 feet of trench and 5 feet of  
45 trench spoil pile. The pads required for horizontal directional drilling that would occur north of

1 the energy facility would measure about 20 feet by 20 feet and would be located in the existing  
2 roadways.

3  
4 **Electric Transmission Line.** The Summit Project has two options for delivering electric power  
5 to the regional grid, as described below. The certificate holder shall choose one option prior to  
6 beginning construction. [Amendment No. 1]

7  
8 Under one option, the Summit Project would deliver electric power to the regional grid at the  
9 BPA Allston Substation by interconnecting with a 230-kV transmission line to be erected by  
10 PGE after issuance of an approved site certificate for the PWGP. PGE would install a 230-kV  
11 circuit that terminates on a “dead-end” structure on the Summit Project site. Summit/Westward  
12 would construct a single-circuit 230-kV transmission line, about 1,000 feet long, entirely on the  
13 53-acre parcel it has leased from the Port, to establish a connection between the energy facility  
14 collector yard and the PGE “dead-end” structure (the “Summit/Westward on-site electrical  
15 transmission line”). This transmission line would be located entirely on the Summit Project site  
16 and would require no off-site right-of-way. [Amendment No. 1].

17  
18 The interrelationship between the Summit Project and the PWGP presents a unique situation  
19 regarding transmission lines to serve both energy facilities. The two energy facilities would be  
20 located close to each other and would use the same transmission corridor and towers of the BPA  
21 Allston Substation. The lines would be double-circuited, with the Summit Project on one side  
22 and the PWGP on the other side.

23  
24 Portland General Electric Transmission Group (“PGE/T”) would build the transmission lines for  
25 either or both energy facilities, depending on what is eventually constructed. The transmission  
26 line for each project would be a related or supporting facility for that project and, therefore, must  
27 meet Council standards.

28  
29 As a related or supporting facility for which PGE will provide permitting and construction  
30 services, the site certificate for the Summit/Westward Project’s transmission line is a “third-party  
31 permit.” In this case the permit is the PWGP site certificate. Our findings are therefore part of the  
32 discussion of the EFSC Organizational Expertise Standard, OAR 345-022-0010(3), located at  
33 Section D.2.c of the Final Order, dated October 3, 2002, approving this Site Certificate.  
34 [Amendment No. 1]

35  
36 As an alternative to the transmission described above, the Summit Project would interconnect  
37 with the transmission grid at the proposed Bradbury Substation that CPUD would construct.  
38 Under this alternative, CPUD would also construct a 230 kV line to connect the Bradbury  
39 Substation to the CPUD’s existing 230 kV Wauna Substation. The Bradbury Substation would  
40 serve as the Summit Project’s first point of interconnection with the grid once CPUD completes  
41 construction of the interconnecting transmission line to the Wauna Substation. The Wauna  
42 Substation is interconnected to the BPA 230 kV transmission grid through the BPA Driscoll  
43 switchyard. CPUD would construct the Bradbury Substation within the adjacent laydown area  
44 for the Summit Project when Summit no longer needs use of that portion of the area, and CPUD  
45 would construct an access road from the Summit Project to the Bradbury Substation. [Amendment  
46 No. 1]

1  
2 This alternative would also involve an alternative electric transmission line that the Certificate  
3 Holder would construct from the Summit Project to the Bradbury Substation as a related or  
4 supporting facility. The line would be about 300 feet long and would not require any poles or  
5 towers outside of the energy facility site. The alternative electric transmission line would  
6 originate at the Summit Project energy facility site and connect to the Bradbury Substation on  
7 land within the laydown area. [Amendment No. 1]  
8

9 **Summit Wastewater Pipeline.** In the event that the certificate holder elects to dispose of  
10 wastewater to the Port for discharge to the Columbia River pursuant to the Port's National  
11 Pollutant Discharge Elimination System Permit, process and cooling wastewater discharged from  
12 the energy facility will be conveyed to the Port through the Port's wastewater pipeline, which  
13 will connect to the Summit wastewater pipeline at the site boundary. [amendment 2]  
14

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

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

17 The Summit Project site would be located at Port Westward on property owned by the Port. It is  
18 contained within the Port's service boundaries. The site is located in Sections 15 and 22,  
19 Township 8 North, Range 4 West, Willamette Meridian, Columbia County, Oregon. It is about  
20 4.5 miles north of the town of Clatskanie, Oregon and 0.25 miles south of the Columbia River.  
21  
22

23 The parcel to be leased from the Port includes up to 53 acres, about 20 acres of which would be  
24 occupied by the Summit Project and switchyard. The Summit Project site is essentially flat, with  
25 an average elevation of approximately 25 feet above mean sea level.  
26

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

28 The Summit Project would include corridors for the following related or supporting facilities:  
29

30 **Natural Gas Pipeline Corridor.** The proposed natural-gas pipeline would be 16 inches in  
31 diameter and would interconnect with the existing K-B Pipeline near the existing PGE Beaver  
32 Generating Plant. The natural-gas pipeline would be located in a 25-foot right-of-way about  
33 5,100 feet long in existing roadways in Sections 15 and 22, Township 8 North, Range 4 West,  
34 Willamette Meridian, Columbia County, Oregon. The natural-gas pipeline corridor would  
35 occupy an area of about three acres.  
36

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

1  
2 **Transmission Line Corridor.** One option for the-transmission line would interconnect with a  
3 “dead-end” structure to be erected on the Summit Project site about 1,000 feet east of the  
4 Summit Project collector yard. This transmission line option would be located in Section 22,  
5 Township 8 North, Range 4 West, Willamette Meridian, Columbia County, Oregon, and would  
6 require no off-site right-of-way. [Amendment No. 1]  
7

8 Should Summit/Westward elect the transmission alternative described above, the alternative  
9 electric transmission line would be about 300 feet long and would not require any poles or  
10 towers outside of the energy facility site. The alternative electric transmission line would  
11 originate at the Summit Project site and would connect to the Bradbury Substation on land within  
12 the laydown area. The transmission line would be located in Section 22, Township 8 North,  
13 Range 4 West, Willamette Meridian, Columbia County, Oregon, and could potentially require an  
14 off-site right-of-way. While the laydown area is currently owned by the Port and leased to  
15 Summit/Westward on a year-to-year basis, Summit/Westward has the option to extend the lease  
16 to coincide with the life of the Summit Project. Should Summit/Westward choose not to exercise  
17 its option to extend the lease for the laydown area, the Port has agreed to grant to  
18 Summit/Westward a utility line easement to allow transmission lines to cross from the Project to  
19 the Bradbury Substation. The transmission line corridor would be no more than 60 feet wide and  
20 the line would be no more than 125 feet high. [Amendment No. 1]  
21

22 **Summit Wastewater Pipeline.** In the event that the certificate holder elects to dispose of  
23 wastewater to the Port for discharge to the Columbia River pursuant to the Port’s National  
24 Pollutant Discharge Elimination System Permit, the proposed Summit wastewater pipeline will  
25 connect to the Port’s wastewater collector pipeline at the site boundary. [amendment 2]  
26

## 27 **D. SPECIAL CRITERIA SITING STANDARDS**

### 28 **D.1. GENERAL STANDARD OF REVIEW**

29 [No conditions]  
30  
31

### 32 **D.2. ORGANIZATIONAL EXPERTISE**

- 33 (1) Before beginning construction of the energy facility, the certificate holder shall deliver to  
34 the Department an affidavit signed by an officer of the certificate holder stating that it has  
35 entered into an EPC agreement with Siemens Westinghouse providing for construction of  
36 the energy facility by Siemens Westinghouse.  
37
- 38 (2) Before beginning construction of the energy facility, the certificate holder shall deliver to  
39 the Department an affidavit signed by an officer of the certificate holder stating that it has  
40 entered into an operation and maintenance (“O&M”) agreement with Siemens  
41 Westinghouse, providing for operation and maintenance of the energy facility by Siemens  
42 Westinghouse.  
43
- 44 (3) If the certificate holder chooses a contractor other than Siemens Westinghouse to operate  
45 or maintain the energy facility, the certificate holder shall submit the identity of the

1 contractor so the Council may review the qualifications and capability of the contractor  
2 under OAR 345-022-0010. If the new contractor meets these standards, the Council shall  
3 not require an amendment to the site certificate for the certificate holder to install the  
4 contractor.

5  
6 (4) Any matter of noncompliance under this site certificate shall be the responsibility of the  
7 certificate holder. Any notice of violation issued will be issued to the certificate holder.  
8 Any civil penalties levied shall be levied on the certificate holder.

9  
10 (5) The certificate holder shall contractually require the EPC contractor and all independent  
11 contractors and subcontractors involved in the construction and operation of the Project  
12 to comply with all applicable laws and regulations and with the terms and conditions of  
13 the site certificate. Such contractual provision shall not operate to relieve the certificate  
14 holder of responsibility under the site certificate.

15  
16 (6) The certificate holder shall obtain all necessary state and local permits or approvals  
17 required for the construction, operation, and retirement of the facility.

18  
19 (7) Before beginning construction of the energy facility, the certificate holder shall:

20  
21 (a) Submit to the Department a contract for transmission service requiring PGE/T to  
22 comply with any requirements imposed under the PWGP site certificate; or

23  
24 (b) In the event that the certificate holder elects to contract for transmission service  
25 with Clatskanie People's Utility District (CPUD) such that electricity will be  
26 transmitted from the Summit Project to the Bradbury Substation, submit to the  
27 Department a contract for transmission service with CPUD from the Bradbury  
28 Substation directly to the CPUD Wauna Substation. [Amendment No. 1]

29  
30 (8) The certificate holder shall not begin operation of the energy facility until:

31  
32 (a) In the event that the certificate holder elects to contract for transmission service  
33 with PGE/T, the Port Westward to BPA Allston Substation Transmission Line is  
34 constructed in compliance with the PWGP site certificate, which contains  
35 severable conditions for the segment of the transmission line between the energy  
36 facility and the BPA Allston Substation; or [Amendment No. 1]

37  
38 (b) In the event that the certificate holder elects to contract for transmission service  
39 with CPUD such that electricity will be transmitted from the Summit Project to  
40 the Bradbury Substation, the Bradbury Substation and the transmission line from  
41 the Bradbury Substation to the CPUD Wauna Substation are constructed.  
42 [Amendment No. 1]

43  
44 (9) In the event that the certificate holder elects to contract for transmission service with  
45 PGE/T, the certificate holder shall apply to amend its site certificate to include the

1 Summit Project to BPA Allston Substation Transmission Line if PGE, or any successor-  
2 in-interest, allows the PWGP site certificate to expire. [Amendment No. 1]  
3  
4

- 5 (10) The certificate holder shall not commence operation until the Port has completed  
6 construction of its wastewater disposal system and outfall project, if Westward Energy  
7 chooses this wastewater disposal alternative. [amendment No. 2]  
8  
9

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

- 11 (1) Two years before closure of the energy facility and following consultation with the Port  
12 of St. Helens or other future owners of the facility site, the certificate holder shall submit  
13 to the Department a proposed final retirement plan for the facility and site, pursuant to  
14 OAR 345-027-0110, including:  
15

16 (a) A plan for retirement that provides for completion of retirement within two years  
17 of permanent cessation of operation of the facility and that protects the public  
18 health and safety and the environment;  
19

20 (b) A description of actions the certificate holder proposes to take to restore the site to  
21 a useful, nonhazardous condition, including options for postretirement land use  
22 [see Section D.7, Fish and Wildlife Habitat, Condition (17)]; information on how  
23 it would minimize impacts to fish, wildlife and the environment during the  
24 retirement process; and measures it would take to protect the public against risk or  
25 danger resulting from postretirement site conditions; and  
26

27 (c) A current detailed cost estimate, a comparison of that estimate with the dollar  
28 amount contained in the retirement fund, and a plan for ensuring the availability  
29 of adequate funds for completion of retirement.  
30

- 31 (2) The certificate holder shall retire the facility if the certificate holder permanently ceases  
32 construction or operation of the facility. The certificate holder shall retire the facility  
33 according to a final retirement plan approved by the Council, as described in OAR 345-  
34 027-0110, and prepared pursuant to Condition (1).  
35

- 36 (3) The certificate holder shall prevent the development of any conditions on the site that  
37 would preclude restoration of the site to a useful, nonhazardous condition to the extent  
38 that prevention of such site conditions is within the control of the certificate holder.  
39

- 40 (4) Before beginning construction of the facility, the certificate holder shall submit to the  
41 State of Oregon through the Council a bond or letter of credit in the amount of  
42 \$11,062,500 (in 2002 dollars as of the second quarter) naming the State of Oregon, acting  
43 by and through the Council, as beneficiary or payee.  
44

45 (a) The calculation of 2002 dollars as of the second quarter shall be made using the  
46 U.S. Gross Domestic Product Implicit Price Deflator, as published by the U.S.

1 Department of Commerce, Bureau of Economic Analysis, or any successor  
2 agency (the "Index"). If, at any time, the Index is no longer published, the Council  
3 shall select a comparable calculation of 2002 dollars. The form of the bond or  
4 letter of credit and identity of the issuer shall be subject to approval by the  
5 Council.  
6

7 (b) The amount of the bond or letter of credit account shall increase annually by the  
8 percentage increase in the Index.  
9

10 (b) The certificate holder shall not revoke or reduce the bond or letter of credit before  
11 retirement of the facility without approval by the Council.  
12

13 (5) The certificate holder shall describe in the annual report submitted to the Council,  
14 pursuant to OAR 345-026-0080, the status of the retirement fund or other instrument to  
15 ensure it has adequate funds to restore the site.  
16

17 (6) Before beginning construction of the energy facility, the certificate holder shall  
18 implement the construction-phase materials management and monitoring plan that  
19 addresses the handling of hazardous substances and non-hazardous materials, as outlined  
20 in Exhibit G of the Application for Site Certificate. For the purpose of this condition and  
21 Conditions (7), (9), (10), and (11) below, the terms "release" and "hazardous substances"  
22 shall have the meanings set forth at ORS 465.200.  
23

24 (7) Before beginning operation of the energy facility, the certificate holder shall implement  
25 the operation-phase materials management and monitoring plan that addresses the  
26 handling of hazardous substances and non-hazardous materials, as outlined in Exhibit G  
27 of the Application for Site Certificate.  
28

29 (8) Not later than 10 years after the date of commercial operation, and every 10 years  
30 thereafter during the life of the energy facility, the certificate holder shall complete an  
31 independent Phase I Environmental Site Assessment of the energy facility site, in  
32 accordance with an accepted industry standard, such as ASTM Standard E1527. Within  
33 30 days after its completion, the certificate holder shall deliver the Phase I Environmental  
34 Site Assessment report to the Department.  
35

36 (9) In the event that any Phase I Environmental Site Assessment identifies improper handling  
37 or storage of hazardous substances or improper record-keeping procedures, the certificate  
38 holder shall correct such deficiencies within six months after completion of the  
39 corresponding Phase I Environmental Site Assessment. It shall promptly report its  
40 corrective actions to the Department. The Council shall determine whether the corrective  
41 actions are sufficient.  
42

43 (10) The certificate holder shall report any release of hazardous substances to the Department  
44 within one working day after the discovery of such release. This obligation shall be in  
45 addition to any other reporting requirements applicable to such a release.

- 1  
2 (11) If the certificate holder has not remedied a release consistent with applicable Oregon  
3 Department of Environmental Quality standards or if the certificate holder fails to correct  
4 deficiencies identified in the course of a Phase I Environmental Site Assessment within  
5 six months after the date the release becomes known or the date of completion of the  
6 Phase I Environmental Site Assessment, the certificate holder shall, within such six-  
7 month period, submit to the Council for its approval an independently prepared estimate  
8 of the remaining cost of remediation or correction.  
9
- 10 (a) Upon approval of an estimate by the Council, the certificate holder shall increase  
11 the amount of its bond or letter of credit by the amount of the estimate.  
12
- 13 (b) In no event, however, shall the certificate holder be relieved of its obligation to  
14 exercise all due diligence in remedying a release of hazardous substances or  
15 correcting deficiencies identified in the course of a Phase I Environmental Site  
16 Assessment.  
17
- 18 (12) All funds received by the certificate holder from the salvage of equipment and buildings  
19 shall be committed to the restoration of the energy facility site to the extent necessary to  
20 fund the approved site restoration and remediation.  
21
- 22 (13) If the Council finds that the certificate holder has permanently ceased construction or  
23 operation of the facility without retiring the facility according to a final retirement plan  
24 approved by the Council, as described in OAR 345-027-0110 and prepared pursuant to  
25 Condition (1), the Council shall notify the certificate holder and request that the  
26 certificate holder submit a proposed final retirement plan to the Department within a  
27 reasonable time not to exceed 90 days.  
28
- 29 (a) If the certificate holder does not submit a proposed final retirement plan by the  
30 specified date or if the Council rejects the retirement plan that the certificate  
31 holder submits, the Council may direct the Department to prepare a proposed a  
32 final retirement plan for the Council's approval.  
33
- 34 (b) Upon the Council's approval of the final retirement plan prepared pursuant to  
35 subsection (a), the Council may draw on the bond or letter of credit described in  
36 Condition (4) and shall use the funds to restore the site to a useful, non-hazardous  
37 condition according to the final retirement plan, in addition to any penalties the  
38 Council may impose under OAR Chapter 345, Division 29.  
39
- 40 (c) If the amount of the bond or letter of credit is insufficient to pay the actual cost of  
41 retirement, the certificate holder shall pay any additional cost necessary to restore  
42 the site to a useful, non-hazardous condition.  
43

1 (d) After completion of site restoration, the Council shall issue an order to terminate  
2 the site certificate if the Council finds that the facility has been retired according  
3 to the approved final retirement plan.  
4

5 **D.4. LAND USE**

6 (1) The certificate holder shall ensure that any signs used on the facility site comply with  
7 requirements of Columbia County Zoning Ordinance §1300 applicable to industrial  
8 districts.  
9

10 (2) The certificate holder shall provide for parking and loading spaces in compliance with the  
11 requirements of Columbia County Zoning Ordinance §1400, except as otherwise noted in  
12 Section VI of Attachment E of the Final Order, dated October 3, 2002, approving the Site  
13 Certificate, regarding variances. [Amendment No. 1]  
14

15 **D.5. SOIL PROTECTION**

16 (1) Before beginning construction of the facility, the certificate holder shall obtain a 1200-C  
17 storm water discharge permit from the Oregon Department of Environmental Quality.  
18

19 (2) Before beginning construction of the facility, the certificate holder shall require its  
20 general contractor to develop and implement a Storm Water Pollution Prevention Plan,  
21 substantially similar to the one proposed at Appendix O-1 of the ASC.  
22

23 (3) Upon completion of construction of the facility\_ and upon retirement of the facility, the  
24 certificate holder shall restore vegetation to the extent practicable and shall landscape  
25 portions of the site disturbed by construction and retirement in a manner compatible with  
26 the surroundings and proposed use. [Amendment No. 1]  
27

28 (4) The certificate holder shall confine construction of related or supporting pipelines to  
29 existing roadways, except where explicitly noted.  
30

31 (5) The certificate holder shall implement a Spill Prevention Control and Countermeasure  
32 plan that complies with 40 CFR 112. A copy of this plan shall be available at the site for  
33 review at all times during working hours.  
34

35 (6) The certificate holder shall ensure that ammonia handling facilities have continuous tank  
36 level monitors, temperature and pressure monitors, alarms, check valves, and emergency  
37 block valves. The certificate holder shall ensure that the ammonia storage tank has double  
38 containment and the piping from the tank is double-walled.  
39

40 (7) The certificate holder shall store diesel oil in a commercially manufactured system with  
41 internal spill controls and secondary containment.  
42

43 (8) The certificate holder shall equip all chemical storage tanks and locations storing large  
44 quantities of hazardous materials with secondary containment constructed of concrete or  
45 asphalt with berms around the perimeter. The secondary containment areas shall hold the

1 volume of the largest tank or container in the area. In sizing the containment area, the  
2 certificate holder shall take into account rainfall that might accumulate during the 100-  
3 year-frequency rain event. The certificate holder or its primary contractor shall develop  
4 written procedures for each containment area.

- 5  
6 (9) The energy facility shall be equipped with high-efficiency drift eliminators with a drift  
7 rate of .0006 percent of the total cooling tower flow rate.

8  
9 **D.6. PROTECTED AREAS**

10 [No conditions]

11  
12 **D.7. FISH AND WILDLIFE HABITAT**

- 13 (1) The certificate holder shall, to the extent practicable, avoid and, where avoidance is not  
14 possible, minimize construction and operation disturbance to areas of native vegetation  
15 and areas that provide important wildlife habitat. With respect to construction of the  
16 facility, including, but not limited to, all pipelines, electric transmission lines, and  
17 temporary laydown areas, the certificate holder shall mitigate possible impacts to wildlife  
18 by measures including, but not limited to, the following:

- 19  
20 (a) Implementing a Worker Environmental Awareness Program as described in  
21 Exhibit Q, page Q-26.  
22  
23 (b) Minimizing road construction and vehicle use where possible.  
24  
25 (c) Posting speed limit signs throughout the construction zone.  
26  
27 (d) Instructing all construction personnel, including all construction contractors and  
28 their personnel, on sensitive wildlife of the area and on required precautions to  
29 avoid injuring or destroying wildlife.  
30  
31 (e) Instructing all construction personnel, including all construction contractors and  
32 their personnel, to be cautious of wildlife while driving through the facility site, to  
33 maintain reasonable driving speeds so as not to harass or accidentally strike  
34 wildlife, and to be particularly cautious and drive at slower speeds in the period  
35 from one hour before sunset to one hour after sunrise, when some wildlife species  
36 are the most active.  
37  
38 (f) Requiring all construction personnel, including all construction contractors and  
39 their personnel, to report any injured or dead wildlife detected at the facility site.

- 40  
41 (2) The certificate holder shall site and construct the energy facility and either the  
42 Summit/Westward on-site electrical transmission line or the alternate electric  
43 transmission line to minimize impacts to vegetation and habitat. The energy facility and  
44 related or supporting facilities shall be located within disturbed Habitat Category 6,

1 Habitat Category 4 palustrine emergent wetlands and drainage ditches, and Habitat  
2 Category 3 tame pastureland and perennial grassland. [Amendment No. 1]  
3

- 4 (3) The certificate holder shall design and site any on-site transmission towers to minimize  
5 potential impacts to raptors and waterfowl, following the Avian Power Line Interaction  
6 Committee Guidelines. [Amendment No. 1]  
7
- 8 (4) Before beginning construction of the facility, and in the appropriate season, the certificate  
9 holder shall conduct wildlife surveys within 0.25 mile of the site to locate raptor nest sites  
10 and great blue heron rookeries. Should nests or rookeries be located, the certificate holder  
11 shall consult with ODFW to determine the action necessary to avoid adverse impacts. If  
12 impacts cannot be avoided, the certificate holder shall complete a mitigation project  
13 approved by ODFW that meets the requirements of the habitat mitigation policy for “no  
14 net loss.”  
15
- 16 (5) The certificate holder shall ensure that the water supply pipeline and well system are  
17 installed during the osprey’s non-nesting season, *i.e.*, the period from October 1 through  
18 March 30. If construction of the facility occurs within the nesting season, the certificate  
19 holder shall relocate the existing osprey nest platform to an ODFW-approved location.  
20
- 21 (6) The certificate holder shall avoid or minimize impacts to raptors by conducting  
22 preconstruction surveys within the analysis area and establishing a construction buffer  
23 around raptor nests during the nesting season, as approved by ODFW. If avoidance is not  
24 practical for nonlisted threatened or endangered raptor species, the certificate holder shall  
25 complete a mitigation project approved by ODFW that meets the requirements of the  
26 habitat mitigation policy for “no net loss.”  
27
- 28 (7) The certificate holder shall restore temporary upland disturbance areas by returning the  
29 areas to their original grade and seeding, with appropriate seed mixes as recommended by  
30 ODFW and as shown in Table 2 (ASC, Exhibit P, Appendix P-1, page 6). The certificate  
31 holder shall obtain ODFW concurrence before making any changes to the proposed seed  
32 mix.  
33
- 34 (8) To mitigate for 0.48 acre of impact to emergent and scrub-shrub wetland, the certificate  
35 holder shall create 0.75 acre of wetland on the facility site.  
36
- 37 (9) Before beginning construction of the facility, to mitigate for Category 3 habitat types that  
38 would be permanently disturbed by the facility, the certificate holder shall protect, on a  
39 one-to-one basis, a corresponding number of acres of in-kind and in-proximity habitat by  
40 execution of a conservation easement for the life of the facility on the adjacent Pereira  
41 property. The certificate holder estimates that the proposed facility would permanently  
42 disturb about 20 acres of Category 3 habitat types. Before beginning construction of the  
43 facility, the certificate holder shall provide to the Department documentation showing the  
44 number of acres that will be permanently disturbed by the facility, a copy of the  
45 conservation easement or similar conveyance showing that, on a one-to-one basis, a

1 corresponding number of acres of in-kind and in-proximity habitat will be protected for  
2 the life of the facility, and evidence that ODFW concurs with the alignment of the  
3 conservation easement, the allocation of plantings, and the certificate holder's proposed  
4 mowing practices.

- 5
- 6 (10) The certificate holder shall plant five acres of native trees and shrubs north of the railroad  
7 tracks within the conservation easement. The trees and shrubs shall be those listed on  
8 ASC, Exhibit P, Appendix P-1, Figure 4.4-2, plus western red cedar (*Thuja plicata*) and  
9 Douglas fir (*Pseudotsuga menziesii*). The density of the plantings shall be as specified on  
10 Figure 4.4-2. The trees and shrubs shall be planted in irregularly shaped blocks  
11 measuring at least 100 feet by 100 feet, which are spaced no greater than 200 feet apart.  
12 The blocks shall be planted within an area extending from the railroad tracks at the  
13 southern end of the field to the access road along the northern end of the field. The blocks  
14 shall be concentrated along the western fence line to provide a travel corridor for  
15 Columbian white-tailed deer.
- 16
- 17 (11) The certificate holder shall plant trees and shrubs in the conservation easement before  
18 March 31 after execution of the conservation easement and shall observe the following  
19 minimum requirements:
- 20
- 21 (a) Trees and shrubs can be bare root or containerized stock.
- 22
- 23 (b) All trees and shrubs shall be watered immediately after planting.
- 24
- 25 (c) Vexar® seedling protectors or an equivalent method shall be used to protect all  
26 trees from rodent damage.
- 27
- 28 (d) A polypropylene fabric weed barrier or mulch shall be placed around the base of  
29 every tree following planting.
- 30
- 31 (e) Each of the planted blocks shall be weeded for three years.
- 32
- 33 (12) During the month of September and following the execution of the conservation  
34 easement as described in Condition (9) above, the certificate holder shall use a flail  
35 mower to mow between each of the blocks within the conservation easement in the area  
36 to the north of the railroad tracks. The field to the south of the railroad tracks shall also be  
37 mowed during the month of September following execution of the conservation  
38 easement. Mowing within the southern field shall focus on controlling new growth of  
39 Himalayan blackberry (*Rubus discolor*) and shall not adversely affect established  
40 blackberry stands or native trees and shrubs.
- 41
- 42 (13) The certificate holder shall monitor the conservation easement and revegetated areas for a  
43 period of five years after the execution of the conservation easement and shall ensure that  
44 new vegetation has an 80 percent survival rate.
- 45

- 1 (14) The certificate holder shall monitor and control nuisance and invasive plant species  
2 within the conservation easement annually for a period of five years after the execution of  
3 the conservation easement in areas where vegetation removal and/or revegetation has  
4 occurred.  
5
- 6 (15) During each year of the five-year monitoring period, the certificate holder shall submit an  
7 annual monitoring report to ODFW by December 1. Within 30 days after completion of  
8 seeding/planting of the conservation easement, the certificate holder shall prepare and  
9 submit to the Department, ODFW, and U.S. Fish and Wildlife Service (“USFWS”) an as-  
10 built report.  
11
- 12 (16) If the certificate holder is not successful at establishing appropriate plant cover in the  
13 conservation easement, the Department may require the certificate holder to take  
14 remedial actions.  
15
- 16 (17) Upon retirement of the facility, the certificate holder shall restore the energy facility site  
17 to its preconstruction condition or, in the event the certificate holder restores the energy  
18 facility site for use by another industrial facility, the certificate holder shall maintain the  
19 conservation easement in effect until the year 2100.  
20

21 **D.8. THREATENED AND ENDANGERED SPECIES**

- 22 (1) Before beginning construction of the Summit/Westward on-site electrical transmission  
23 line or the alternate electric transmission line, the certificate holder shall employ  
24 measures to protect raptors in the design and construction of any related or supporting  
25 transmission line. It shall design all energized transmission conductors with visual line  
26 enhancers and adequate spacing to reduce the potential for electrocution of raptors and  
27 other birds as per *Suggested Practices for Raptor Protection on Power Lines* (Avian  
28 Power Line Interaction Committee, 1996). [Amendment No. 1]  
29
- 30 (2) The certificate holder shall seed disturbed areas with a seed mix approved by ODFW.  
31
- 32 (3) The certificate holder shall implement a Worker Environmental Awareness Program  
33 (ASC, Exhibit Q, page Q-26).  
34
- 35 (4) The certificate holder shall perform no in-water construction within the Columbia River  
36 or its tributaries.  
37

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

- 39 (1) Before beginning construction of the facility, the certificate holder shall submit to The  
40 Climate Trust a bond or letter of credit in the amount of the monetary path payment  
41 requirement (in 2002 dollars) as determined by the calculations set forth in Condition (3)  
42 and based on the estimated heat rates and capacities certified pursuant to Condition (4)  
43 and as adjusted in accordance with the terms of this Site Certificate pursuant to Condition  
44 (3)(c). For the purposes of this Site Certificate, the “monetary path payment requirement”  
45 means the offset funds determined pursuant to OAR 345-024-0550 and -0560 and the

1 selection and contracting funds that the certificate holder must disburse to The Climate  
2 Trust, as the qualified organization, pursuant to OAR 345-024-0710 and this Site  
3 Certificate. The offset fund rate for the monetary path payment requirement shall be  
4 \$0.85 per ton of carbon dioxide (in 2002 dollars). The calculation of 2002 dollars shall be  
5 made using the Index set forth in Condition D.3(4)(a) and as required below in  
6 subsection (g).

- 7
- 8 (a) The form of the bond or letter of credit and identity of the issuer shall be subject  
9 to approval by the Council.
- 10
- 11 (b) The form of the Memorandum of Understanding (“MOU”) between the certificate  
12 holder and The Climate Trust establishing the disbursement mechanism to  
13 transfer selection and contracting funds and offset funds to The Climate Trust  
14 shall be substantially in the form of Attachment A to this Site Certificate.
- 15
- 16 (c) Either the certificate holder or The Climate Trust may submit to the Council for  
17 the Council’s resolution any dispute between the certificate holder and The  
18 Climate Trust that concerns the terms of the bond, letter of credit, MOU  
19 concerning the disbursement mechanism for the monetary path payments, or any  
20 other issues related to the monetary path payment requirement. The Council’s  
21 decision shall be binding on all parties.
- 22
- 23 (d) The bond or letter of credit shall remain in effect until such time as the certificate  
24 holder has disbursed the full amount of the monetary path payment requirement to  
25 The Climate Trust. The certificate holder may reduce the amount of the bond or  
26 letter of credit commensurate with payments it makes to The Climate Trust. The  
27 bond or letter of credit shall not be subject to revocation before disbursement of  
28 the full monetary path payment requirement.
- 29
- 30 (e) In the event that the Council approves a new certificate holder for the energy  
31 facility:
- 32
- 33 (A) The new certificate holder shall submit to the Council for the Council’s  
34 approval the form of a bond or letter of credit that provides comparable  
35 security to the bond or letter of credit of the current certificate holder. The  
36 Council’s approval of a new bond or letter of credit will not require a Site  
37 Certificate amendment.
- 38
- 39 (B) The new certificate holder shall submit to the Council for the Council’s  
40 approval the form of an MOU between the new certificate holder and The  
41 Climate Trust that is substantially in the form of Attachment A to this Site  
42 Certificate. In the case of a dispute between the new certificate holder and  
43 The Climate Trust concerning the disbursement mechanism for monetary  
44 path payments or any other issues related to the monetary path payment  
45 requirement, either party may submit the dispute to the Council for the

1 Council's resolution as provided in Condition (1)(c). Council approval of  
2 a new MOU will not require a Site Certificate amendment.  
3

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

10  
11 (g) The amount of the bond or letter of credit shall increase annually by the  
12 percentage increase in the Index and shall be prorated within the year to the date  
13 of disbursement to The Climate Trust from the date of Council approval of the  
14 Site Certificate.  
15

16 (2) The certificate holder shall disburse to The Climate Trust offset funds and selection and  
17 contracting funds as requested by The Climate Trust. The certificate holder shall make  
18 disbursements in response to requests from The Climate Trust in accordance with  
19 subsections (a), (b), and (c).  
20

21 (a) The certificate holder shall disburse all selection and contracting funds to The  
22 Climate Trust prior to beginning construction.  
23

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

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

39 (3) The certificate holder shall submit all monetary path payment requirement calculations to  
40 the Department for verification in a timely manner before submitting a bond or letter of  
41 credit for Council approval and before entering into an MOU with The Climate Trust.  
42 The certificate holder shall use the contracted design parameters for capacities and heat  
43 rates that it reports pursuant to Condition (4) to calculate the estimated monetary path  
44 payment requirement, along with the estimated annual hours of operation with operate  
45 power augmentation technologies. The certificate holder shall use the Year One

1 Capacities and Year One Heat Rates that it reports for the facility pursuant to Condition  
2 (5) to calculate whether it owes additional monetary path payments.  
3

4 (a) The net carbon dioxide emissions rate for the base load gas plant shall not exceed  
5 0.675 pounds of carbon dioxide per kilowatt-hour of net electric power output,  
6 with carbon dioxide emissions and net electric power output measured on a new  
7 and clean basis, as defined in OAR 345-001-0010.  
8

9 (b) If the certificate holder uses power augmentation technologies, as defined in  
10 Council rules, the net carbon dioxide emissions rate for incremental emissions for  
11 the facility operating with power augmentation technologies that increase the  
12 capacity and heat rate of the facility above the capacity and heat rate that it can  
13 achieve as a base load gas plant on a new and clean basis (“power augmentation  
14 technologies”) shall not exceed 0.675 pounds of carbon dioxide per kilowatt-hour  
15 of net electric power output, with carbon dioxide emissions and net electric power  
16 output measured on a new and clean basis, as the Council may modify such basis  
17 pursuant to Condition (4)(d).  
18

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

27 (A) The certificate holder shall make the appropriate calculations and fully  
28 disburse any increased funds directly to The Climate Trust within 30 days  
29 of filing the Year One Test reports.  
30

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

36 (4) The certificate holder shall include an affidavit certifying the heat rates and capacities  
37 reported in subsections (a) and (b).  
38

39 (a) Before beginning construction of the facility, the certificate holder shall notify the  
40 Council in writing of its final selection of a gas turbine vendor and heat recovery  
41 steam generator vendor and shall submit written design information to the  
42 Council sufficient to verify the base load gas plant’s designed new and clean heat  
43 rate (higher heating value) and its net power output at the average annual site  
44 condition.  
45

- 1 (b) Before beginning construction of the energy facility, the certificate holder shall  
2 submit written design information to the Council sufficient to verify the facility's  
3 designed new and clean heat rate and its net power output at the average site  
4 condition at the times the certificate holder intends to operate with duct burning.  
5
- 6 (c) If the net power output and heat rate that the certificate holder reports pursuant to  
7 subsection (b) indicate that the Project will use power augmentation technologies,  
8 before beginning construction of the energy facility, the certificate holder shall  
9 specify the estimated annual average hours that it will operate the power  
10 augmentation technologies.  
11
- 12 (d) If the Project uses power augmentation technologies, upon a timely request by the  
13 certificate holder, the Council may approve modified parameters for testing the  
14 power augmentation technologies on a new and clean basis, pursuant to OAR  
15 345-024-0590(1). The Council's approval of modified testing parameters for  
16 power augmentation technologies shall not require a Site Certificate amendment.  
17
- 18 (5) Within the first 12 months of commercial operation of the facility, the certificate holder  
19 shall conduct a 100-hour test at full power without power augmentation technologies  
20 ("Year One Test-1") and, if appropriate, a test at full power with power augmentation  
21 technologies ("Year One Test-2"). A 100-hour test performed for purposes of the  
22 certificate holder's commercial acceptance of the facility shall suffice to satisfy this  
23 condition in lieu of testing after beginning commercial operation.  
24
- 25 (a) Year One Test-1 shall determine the actual heat rate ("Year One Heat Rate-1")  
26 and the net electric power output ("Year One Capacity-1") on a new and clean  
27 basis, without degradation, with the results adjusted for the average annual site  
28 condition for temperature, barometric pressure, and relative humidity, and using a  
29 rate of 117 pounds of carbon dioxide per million Btu of natural gas fuel pursuant  
30 to OAR 345-001-0010(35).  
31
- 32 (b) If appropriate, Year One Test-2 shall determine the actual heat rate ("Year One  
33 Heat Rate-2") and net electric power output ("Year One Capacity-2") for the  
34 facility operating with power augmentation technologies, without degradation,  
35 with the results adjusted for the average site condition for temperature, barometric  
36 pressure, and relative humidity at the times the certificate holder intends to  
37 operate power augmentation technologies, and using a rate of 117 pounds of  
38 carbon dioxide per million Btu of natural gas fuel pursuant to OAR 345-001-  
39 0010(35). The full power test shall be 100 hours' duration unless the Council has  
40 approved a different duration pursuant to Condition (4)(d).  
41
- 42 (c) The certificate holder shall notify the Department of Energy at least 60 days  
43 before conducting the tests required in sub-sections (a) and (b), as appropriate.  
44

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

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

- (8) The combustion turbine for the base load gas plant and power augmentation technologies, 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:
  - (b) The certificate holder shall meet the appropriate carbon dioxide emissions standard and monetary offset rate in effect at the time the Council makes its determination pursuant to OAR 345-027-0050.

**E. SITING STANDARDS SUBJECT TO CONDITIONS**

**E.1. INTRODUCTION**

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

- OAR 345-022-0020 Structural
- OAR 345-022-0080 Scenic and Aesthetic
- OAR 345-022-0090 Historic, Archaeological and Cultural Resources
- OAR 345-022-0100 Recreation
- OAR 345-022-0110 Public Services

2  
3 The Council may not deny a site certificate based on these standards. However, the Council may  
4 impose conditions based on these standards.  
5

6 **E.2. STRUCTURAL STANDARD**

7 (1) Before beginning construction of the facility, the certificate holder shall report to the  
8 Department and the Oregon Department of Geology and Mineral Industries  
9 (“DOGAMI”) with the results of final site-specific geotechnical investigations and  
10 recommendations for design of the energy facility and related or supporting facilities.  
11

12 (2) The certificate holder shall design, engineer, and construct the facility to avoid dangers to  
13 human safety presented by seismic hazards affecting the site that are expected to result  
14 from the maximum probable seismic event (“MPE”). For the Summit Project site, the  
15 MPE shall be considered to be a M8.8 subduction zone earthquake at a distance of 100  
16 kilometers and a depth of 20 kilometers. As used in this condition, “seismic hazard”  
17 includes ground shaking, landslide, liquefaction, lateral spreading, tsunami inundation,  
18 fault displacement, and subsidence. Design parameters shall meet or exceed those  
19 prescribed by the Oregon Structural Specialty Code for UBC Seismic Zone 3 and shall  
20 include an  $S_F$  soil profile.  
21

22 (3) The certificate holder shall notify the Department, the State Building Codes Division, and  
23 DOGAMI promptly if site investigations or trenching reveal that conditions differ  
24 significantly from those described in the ASC. After the Department receives the notice,  
25 the Council may require the certificate holder to consult with DOGAMI and the State  
26 Building Codes Division and to propose mitigation actions.  
27

28 (4) Plant design shall be substantially in accordance with the recommendations at section 11  
29 of ASC Exhibit H, “Site Specific Geological and Soil Stability Assessment for the  
30 Summit/Westward Energy Project.” Plant design shall include a seismic motion  
31 monitoring system that will shut off gas supply before liquefaction damages the facility  
32 and will gather detailed data on the site’s seismic response.  
33

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

35 (1) During construction of the energy facility, the certificate holder shall use directing and  
36 shielding devices on lights to minimize off-site glare. When there is no nighttime  
37 construction activity, the certificate holder shall minimize nighttime lighting consistent  
38 with safety and security requirements.  
39

40 (2) During operation of the energy facility, the certificate holder shall use directing and  
41 shielding devices on lights to minimize off-site glare. When possible, lights shall remain  
42 off except during emergency or maintenance situations and as needed for safety and  
43 security.  
44

- 1 (3) After completion of construction of the energy facility, the certificate holder shall employ  
2 a landscaping plan incorporating trees and shrubs to screen elements of the energy  
3 facility, excepting the cooling towers, exhaust stacks, and turbine hall, from view. This  
4 condition will be considered satisfied if the landscaping plan is reviewed and approved  
5 by Columbia County Land Use Services pursuant to county ordinance CCZO 1550.12.  
6
- 7 (4) During construction of the facility, the certificate holder shall control dust through the  
8 application of water, or by other equally effective method.  
9

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

- 11 (1) Before beginning construction of the facility, the certificate holder shall instruct  
12 construction personnel in the identification of cultural materials and shall direct them to  
13 halt all ground-disturbing activities in the vicinity of a find until a qualified archaeologist  
14 can evaluate the significance of the find and recommend an appropriate course of action.  
15
- 16 (2) During construction of the facility, in the event any artifacts or other cultural materials  
17 are identified, the certificate holder shall cease all ground-disturbing activities until a  
18 qualified archaeologist can evaluate the significance of the find. If the archaeologist  
19 determines that the materials are significant, the certificate holder shall make  
20 recommendations for mitigation in consultation with the Oregon State Historic  
21 Preservation Officer (“SHPO”) and other appropriate parties. The certificate holder shall  
22 not restart work in the affected area until it has complied with the archaeological permit  
23 requirements administered by SHPO.  
24
- 25 (3) The certificate holder shall allow monitoring on reasonable terms and conditions by the  
26 Confederated Tribes of the Grand Ronde Community of Oregon, the Confederated Tribes  
27 of the Siletz Indian Reservation of Oregon, and the Chinook Tribe in Washington of  
28 earth-moving activities within any areas with a potential for containing archaeological  
29 remains.  
30
- 31 (4) Before beginning construction of the energy facility or any related or supporting  
32 facilities, the certificate holder shall notify the Confederated Tribes of the Grand Ronde  
33 Community of Oregon, the Confederated Tribes of the Siletz Indian Reservation of  
34 Oregon, and the Chinook Tribe in Washington and provide their representatives the  
35 opportunity to be available for periodic on-site monitoring during construction activities.  
36

37 **E.5. RECREATION**

38 [No conditions]  
39

40 **E.6. PUBLIC SERVICES**

- 41 (1) During construction of the facility, the certificate holder shall use portable, self-contained  
42 toilets and shall have them pumped on a regular basis.  
43
- 44 (2) The certificate holder shall pay to Columbia County or its designee the appropriate  
45 Transportation Improvement Contribution ("TIC") set forth in the Agreement between  
46 Columbia County and Summit/Westward, dated June 12, 2002 ("Agreement").

- 1  
2 (3) The certificate holder shall not agree to amend the Agreement with Columbia County to  
3 reduce, revoke or waive the requirement for payment of the appropriate TIC without prior  
4 approval of the Council; however, such approval by the Council shall not require an  
5 amendment to the site certificate.  
6  
7 (4) Before beginning construction of the facility, the certificate holder shall review all rail  
8 and bridge crossings to ensure that adequate clearance is provided for the shipment of all  
9 modular equipment.  
10  
11 (5) If construction of the facility occurs concurrently with construction of other projects in  
12 the Port Westward Industrial Area, the certificate holder shall coordinate with other users  
13 of the Port Westward Industrial Area to provide a carpooling program that identifies  
14 and/or creates park-and-ride locations to facilitate carpooling.  
15  
16 (6) If construction of the facility occurs concurrently with construction of other projects in  
17 the Port Westward Industrial Area, the certificate holder shall coordinate with Columbia  
18 County and other users of the Port Westward Industrial Area on the implementation of a  
19 staggered shift schedule if Columbia County determines that traffic conditions warrant it.  
20  
21 (7) Before beginning construction of the energy facility, the certificate holder shall  
22 coordinate with Columbia County the improvement and maintenance of signage and  
23 striping at the mainline rail crossing on Kallunki Road, including the installation of “DO  
24 NOT STOP ON TRACKS” signs.  
25  
26 (8) During construction of the facility, the certificate holder shall use barge and railroad  
27 deliveries of bulk materials and heavy equipment, to the extent practicable, to minimize  
28 the number of freight truck deliveries on local roads.  
29  
30 (9) During construction of the energy facility, the certificate holder shall construct a fire  
31 protection system within the buildings and yard areas of the energy facility site.  
32  
33 (a) The fire protection system shall be constructed in accordance with National Fire  
34 Protection Association standards.  
35  
36 (b) The system shall include a dedicated fire loop piping system serving fire hydrants  
37 and fixed fire suppression systems and shall also include handheld fire  
38 extinguishers and handcart extinguishers of the appropriate size and rating located  
39 in accordance with National Fire Protection Association standards.  
40  
41 (c) A dedicated reserve capacity of 150,000 gallons in the raw water storage tank  
42 shall serve as the fire suppression water source.  
43

1 (d) Fire detection devices, including smoke detectors, flame detectors, and  
2 temperature detectors, as appropriate, shall be installed at key points throughout  
3 the energy facility.  
4

5 **E.7. WASTE MINIMIZATION**

6 (1) Upon completion of construction of the facility, the certificate holder shall dispose of all  
7 temporary structures not required for facility operation and all timber, brush, refuse, and  
8 flammable or combustible material resulting from clearing of land and construction of the  
9 facility.  
10

11 (2) During construction, operation, and retirement of the facility, the certificate holder shall  
12 separate recyclable materials from the domestic solid waste, store them, and arrange for  
13 their periodic pickup by qualified recyclers.  
14

15 (3) In the event that the certificate holder elects to employ a brine crystallizer wastewater  
16 disposal system, during operation of the energy facility, the certificate holder shall collect  
17 in temporary wastewater storage ponds any water discharged from the energy facility  
18 during periods when the brine crystallizer is not operational. When the brine crystallizer  
19 again becomes operational, all such wastewater shall be pumped back through the energy  
20 facility cooling system. In the event the temporary wastewater storage ponds become full  
21 and the brine crystallizer remains inoperable, the energy facility shall be shut down to  
22 prevent any overflow of the ponds. In the event that the certificate holder elects to  
23 dispose of wastewater to the Port for discharge to the Columbia River pursuant to the  
24 Port's National Pollutant Discharge Elimination System Permit, during operation of the  
25 energy facility the certificate holder shall collect in a wastewater storage pond or ponds  
26 any water discharged from the facility. Wastewater shall be discharged continuously  
27 during operation of the facility. Following retention and aeration in the storage pond or  
28 ponds, all such wastewater will then be delivered to the Port's system. In the event the  
29 wastewater storage pond or ponds become full and the Port's wastewater disposal system  
30 is unable to accept the wastewater, the energy facility shall be shut down to prevent any  
31 overflow of the ponds. [amendment 2]  
32

33 **F. OTHER APPLICABLE REGULATORY REQUIREMENTS: FINDINGS AND CONCLUSIONS**  
34

35 **F.1. REQUIREMENTS UNDER COUNCIL JURISDICTION**  
36

37 **F.1.a. Noise**

38 (1) During construction of the energy facility, either the Summit/Westward on-site electrical  
39 transmission line or the alternate electric transmission line, or other related or supporting  
40 facilities, the certificate holder shall schedule most heavy construction to occur during  
41 daylight hours. Construction work at night shall be limited to work inside buildings and  
42 other structures when possible. [Amendment No. 1]  
43

44 (2) During construction of the energy facility, either the Summit/Westward on-site electrical  
45 transmission line or the alternate electric transmission line, or other related or supporting

1 facilities, the certificate holder shall require contractors to equip all combustion engine-  
2 powered equipment with exhaust mufflers. [Amendment No. 1]  
3

4 (3) 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 establish a complaint response system at the  
7 construction manager's office to address noise complaints. [Amendment No. 1]  
8

9 (4) Within six months after the start of commercial operation of the energy facility, the  
10 certificate holder shall retain a qualified noise specialist to measure noise levels  
11 associated with the energy facility operation when the facility is operating in a maximum  
12 noise mode.  
13

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

26 (b) If the equipment operating conditions or the atmospheric conditions required for  
27 measurements in (a) do not exist within the first six month of operation, an  
28 extension of time for the compliance measurements may, upon request, be granted  
29 by the Department.  
30

31 (c) The certificate holder shall report the results of the noise evaluation to the  
32 Department.  
33

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

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

- 1  
2 (6) During construction and operation of the energy facility, the certificate holder shall  
3 enclose the natural gas and steam turbines within a metal building, enclose the main  
4 pump area and gas valve area, and make use of air inlet and exhaust silencers at critical  
5 locations.  
6

7 **F.1.b. Wetlands**

- 8 (1) Before beginning construction of the energy facility, the certificate holder shall obtain a  
9 U.S. Army Corps of Engineers and Oregon Division of State Lands (“DSL”) Joint  
10 Removal-Fill Permit substantially in the form of the Draft Removal-Fill Permit in  
11 Attachment D of the Final Order approving the site certificate; provided that mitigation  
12 required under the removal-fill permit shall allow for accommodation of Corps of  
13 Engineers mitigation requirements, subject to the concurrence of the Department, in  
14 consultation with DSL and affected federal agencies.  
15  
16 (2) Before beginning construction of the facility, the certificate holder shall submit to the  
17 Department a final mitigation plan approved by DSL.  
18  
19 (3) The certificate holder shall comply with state laws and rules applicable to the removal-fill  
20 permit that are adopted in the future to the extent that such compliance is required under  
21 the respective statutes and rules.  
22

23 **F.1.c. Public Health and Safety**

- 24 (1) If, at any time during the life of the energy facility, the Council finds that the operation of  
25 the energy facility is likely to contribute significantly to ground-level fogging or icing  
26 along public roads and is likely to pose a significant threat to public safety, the certificate  
27 holder shall cooperate with appropriate local public safety authorities regarding the  
28 posting of warning signs on affected roads and regarding the implementation of other  
29 reasonable safety measures. Cooperation may include, but is not necessarily limited to,  
30 the reimbursement of expenses for posting warning signs and implementing other safety  
31 measures.  
32  
33 (2) The certificate holder shall design transmission lines so that alternating-current electric  
34 fields shall not exceed 9 kV per meter at one meter above the ground surface in areas  
35 accessible to the public.  
36  
37 (3) The certificate holder shall design transmission lines so that induced currents resulting  
38 from the transmission lines are as low as reasonably achievable.  
39  
40 (4) The certificate holder shall develop and implement a program that provides reasonable  
41 assurance that all fences, gates, cattle guards, trailers, or other objects or structures of a  
42 permanent nature that could become inadvertently charged with electricity are grounded  
43 or bonded throughout the life of the Summit/Westward on-site transmission line or the  
44 alternate electric transmission line. [Amendment No. 1]  
45

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

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

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

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

- 38 (1) Before beginning operation of the energy facility, the certificate holder shall demonstrate  
39 that DEQ has issued to the certificate holder a Water Pollution Control Facilities Permit,  
40 substantially in the form of Attachment C, allowing for temporary process water disposal.  
41
- 42 (2) The certificate holder shall comply with state laws and rules applicable to Water  
43 Pollution Control Facilities Permits that are adopted in the future, to the extent that such  
44 compliance is required under the respective statutes and rules.  
45

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

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

4  
5 **Amendment of the Site Certificate**

- 6 (1) The Council shall not change the conditions of the Site Certificate except in accordance  
7 with the applicable provisions of OAR chapter 345, division 27, in effect on the date of  
8 the Council action.  
9

10 **Legal Description**

- 11 (2) Before beginning construction of the facility, the certificate holder shall submit to the  
12 Department a legal description of the site, except as provided in OAR 345-027-0023(6).  
13 The Department shall append the legal description to the Site Certificate.  
14

15 **General Requirements**

- 16 (3) The certificate holder shall design, construct, operate, and retire the facility:  
17  
18 (a) Substantially as described in the Site Certificate;  
19  
20 (b) In compliance with the requirements of ORS chapter 469, applicable Council  
21 rules, and applicable state and local laws, rules, and ordinances in effect at the  
22 time the Council issues the Site Certificate; and  
23  
24 (c) In compliance with all applicable permit requirements of other state agencies.  
25

26 **Beginning and Completing Construction**

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

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

43 **Construction Rights on Site**

- 44 (6) Except as necessary for the initial survey or as otherwise allowed for transmission lines  
45 or pipelines in this condition, the certificate holder shall not begin construction, as

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

- 7
- 8 (a) The certificate holder has construction rights on that part of the site; and
  - 9
  - 10 (b) The certificate holder would construct and operate part of the facility on that part  
11 of the site even if a change in the planned route of the transmission line or  
12 pipeline occurs during the certificate holder's negotiations to acquire construction  
13 rights on another part of the site.
  - 14

## 15 **G.2. OTHER CONDITIONS BY RULE**

### 16 **Incident Reports**

- 17 (1) With respect to the related or supporting natural gas pipeline, the certificate holder shall  
18 submit to the Department copies of all incident reports required under 49 CFR § 192.709  
19 that involve the pipeline.  
20

### 21 **Rights-of-Way**

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

### 29 **Monitoring Programs**

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

### 35 **Compliance Plans**

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

### 43 **Reporting**

- 44 (5) Within six months after beginning any construction, and every six months thereafter  
45 during construction of the energy facility and related or supporting facilities, the

1 certificate holder shall submit a semi-annual construction progress report to the Council.  
2 In each construction progress report, the certificate holder shall describe any significant  
3 changes to major milestones for construction. When the reporting date coincides, the  
4 certificate holder may include the construction progress report within the annual report  
5 described in Condition (6).  
6

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

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

### 17 **Schedule Modification**

18 (8) The certificate holder shall promptly notify the Department of any changes in major  
19 milestones for construction, decommissioning, operation, or retirement schedules. Major  
20 milestones are those identified by the certificate holder in its construction, retirement or  
21 decommissioning plans.  
22

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

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

### 32 **Notification of Incidents**

33 (10) The certificate holder shall notify the Department within 72 hours of any occurrence  
34 involving the facility if:

35  
36 (a) There is an attempt by anyone to interfere with its safe operation;

37  
38 (b) A natural event such as an earthquake, flood, tsunami or tornado, or a human-  
39 caused event such as a fire or explosion affects or threatens to affect the public  
40 health and safety or the environment; or,

41  
42 (c) There is any fatal injury at the facility.  
43

1 **H. GENERAL CONDITIONS**

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

4  
5 (2) The certificate holder shall ensure that related and supporting facilities are constructed in  
6 the corridors described in the Final Order(s) and as shown in the ASC and in the manner  
7 described in the Final Order(s) and the ASC. [Amendment No. 1]

8  
9 **Successors and Assigns**

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

13  
14 **Severability and Construction**

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

22  
23 **Governing Law and Forum**

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

25  
26 (6) Any litigation or arbitration arising out of this agreement shall be conducted in an  
27 appropriate forum in Oregon.

28  
29 **IN WITNESS WHEREOF**, this Site Certificate has been executed by the State of Oregon,  
30 acting by and through its Energy Facility Siting Council, and Westward Energy, LLC.

31  
32 ENERGY FACILITY SITING COUNCIL

33  
34  
35 By: \_\_\_\_\_ Date: \_\_\_\_\_  
36 Hans Neukomm, Vice Chair

37  
38 WESTWARD ENERGY, LLC

39  
40  
41 By: \_\_\_\_\_ Date: \_\_\_\_\_  
42

- 43 ATTACHMENT A: MEMORANDUM OF UNDERSTANDING - MONETARY PATH PAYMENT REQUIREMENT  
44 ATTACHMENT B: DEQ WPCF PERMIT FOR SANITARY WASTE  
45 ATTACHMENT C: DEQ WPCF PERMIT FOR TEMPORARY PROCESS WATER DISPOSAL  
46 ATTACHMENT D: REMOVAL-FILL PERMIT