

SITE CERTIFICATE

FOR THE

SUMMIT/WESTWARD PROJECT

ISSUED BY

OREGON ENERGY FACILITY SITING COUNCIL
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OCTOBER 3, 2002

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1
2
3
4 **SITE CERTIFICATE**
5 **FOR THE**
6 **SUMMIT/WESTWARD PROJECT**
7

8 **A. INTRODUCTION**

9 This Site Certificate for the Summit/Westward Project (“Summit” or the “Summit Project”) is
10 issued and executed in the manner provided by ORS chapter 469, by and between the State of
11 Oregon (“State”), acting by and through its Energy Facility Siting Council (“Council”), and
12 Westward Energy, LLC (“Summit/Westward” or “certificate holder”).
13

14 The findings of fact, reasoning and conclusions of law underlying the terms and conditions of
15 this Site Certificate are set forth in the Council's Final Order in the Matter of the Application for
16 a Site Certificate for the Summit/Westward Project, which the Council granted on October 3,
17 2002, and which by this reference is incorporated herein.
18

19 In interpreting this Site Certificate, any ambiguity shall be clarified by reference to, and in the
20 following priority: (1) this Site certificate; (2) the record of the proceedings that led to the Final
21 Order; and (3) the Application for a Site Certificate for the Summit/Westward Project, which the
22 Office of Energy (“Office”) filed on April 3, 2002.
23

24 The terms used in this Site Certificate shall have the same meaning set forth in ORS 469.300 and
25 Oregon Administrative Rules (OAR) 345-001-0010, except where otherwise stated or where the
26 context clearly indicates otherwise.
27

28 **B. SITE CERTIFICATION**

- 29 1. To the extent authorized by State law and subject to the conditions set forth herein, the
30 State approves and authorizes the certificate holder to construct, operate and retire a
31 natural gas-fired, combined-cycle combustion turbine energy facility, together with
32 certain related or supporting facilities, at the site as described in Section C of this Site
33 Certificate, near Clatskanie, Oregon. ORS 469.401(1).
34
- 35 2. This Site Certificate shall be effective (1) until it is terminated pursuant to OAR
36 345-027-0110 or the rules in effect on the date that termination is sought, or (2) until the
37 Site Certificate is revoked pursuant to ORS 469.440 and OAR 345-029-0100 or the
38 statutes and rules in effect on the date that revocation is ordered. ORS 469.401(1).
39
- 40 3. This Site Certificate does not address, and is not binding with respect to, matters that
41 were not addressed in the Council's Final Order. These matters include, but are not
42 limited to: building code compliance; wage, hour and other labor regulations; local
43 government fees and charges; other design or operational issues that do not relate to
44 siting the Summit Project; and permits issued under statutes and rules for which the

1 decision on compliance has been delegated by the federal government to a state agency
2 other than the Council. ORS 469.401(4) and 469.503(3).
3

4 4. Both the State and the certificate holder shall abide by local ordinances and state law and
5 the rules of the Council in effect on the date this Site Certificate is executed. In addition,
6 upon a clear showing of a significant threat to the public health, safety or the environment
7 that requires application of later-adopted laws or rules, the Council may require
8 compliance with such later-adopted laws or rules. ORS 469.401(2).
9

10 5 For a permit, license or other approval addressed in and governed by this Site Certificate,
11 the certificate holder shall comply with applicable state and federal laws adopted in the
12 future to the extent that such compliance is required under the respective state agency
13 statutes and rules. ORS 469.401(2).
14

15 6. Subject to the conditions herein, this Site Certificate binds the State and all counties,
16 cities and political subdivisions in this state as to the approval of the site and the
17 construction, operation and retirement of the Summit Project as to matters that are
18 addressed in and governed by this Site Certificate. ORS 469.401(3).
19

20 7. Each affected state agency, county, city and political subdivision in the State with
21 authority to issue a permit, license or other approval addressed in or governed by this Site
22 Certificate shall, upon submission of the proper application and payment of the proper
23 fees, but without hearings or other proceedings, issue such permit, license or other
24 approval subject only to conditions set forth in this Site Certificate. ORS 469.401(3).
25

26 8. After issuance of this Site Certificate, each state agency or local government agency that
27 issues a permit, license or other approval for the Summit Project shall continue to
28 exercise enforcement authority over such permit, license or other approval. ORS
29 469.401(3).
30

31 9. After issuance of this Site Certificate, the Council shall have continuing authority over
32 the site and may inspect, or direct the Office to inspect, or request another state agency or
33 local government to inspect, the site at any time in order to assure that the Summit
34 Project is being operated consistently with the terms and conditions of this Site
35 Certificate. ORS 469.430.
36

37 **C. SITE DESCRIPTION**

38 **C.1. FACILITY**

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

40
41 **Major Structures and Equipment.** The Summit Project would consist of two Siemens
42 Westinghouse F-Class 170-MW combustion turbine generators (“CTG”), two heat recovery
43 steam generators (“HRSG”) with duct burners, one Siemens Westinghouse 180-MW steam
44 turbine generator (“STG”), a de-aerating surface condenser, a bank of mechanical draft wet
45

1 cooling towers, and supporting equipment. The exhaust gas from each CTG would be routed to a
2 triple-pressure HRSG to generate steam for the STG. Each CTG would have its own HRSG.
3 Duct firing would be provided in the HRSGs and would be used to supplement steam generation
4 capacity during conditions under which exhaust energy from the CTGs declines. Steam from the
5 HRSGs would be directed to a condensing STG that will produce approximately 180 MW. The
6 CTGs, HRSGs, and STG would be housed within a turbine hall.

7
8 The Summit Project would achieve zero discharge of process wastewater by installing a brine
9 crystallizer system on the energy facility site. This system would treat concentrated brine from
10 the circulating water treatment plant. This treatment plant would be an advanced system,
11 designed to recover essentially all water for reuse and to direct the waste stream to the brine
12 crystallizer for treatment. The concentrated brine would have high concentrations of total solids
13 and other nonhazardous constituents. The typical flow rate would be about 385 gallons per
14 minute. Concentrated brine solids would be shipped to a regulated landfill site for disposal.

15
16 Two storage ponds would be constructed on the energy facility site to provide for temporary
17 storage of wastewater in the event the brine crystallizer were to become inoperative. One pond
18 would be about 2.71 acres; the other would be about 0.9 acres. The ponds would be constructed
19 with double liners to protect against seepage of wastewater. When the brine crystallizer is
20 operational, any wastewater stored in these ponds would be recirculated back to the brine
21 crystallizer system for treatment. Summit/Westward does not plan to use the storage ponds for
22 long-term storage of concentrated brine.

23
24 The Summit Project must comply with air emissions standards that are administered by DEQ
25 under a delegation from the U.S. Environmental Protection Agency.

26
27 Fuel for the plant would be natural gas, delivered to the site via interconnection with the existing
28 Kelso-Beaver Pipeline, a 20-inch natural-gas pipeline located about one-half mile west of the
29 Project site (the "K-B Pipeline"). The K-B Pipeline is connected to the Williams interstate
30 pipeline in Washington.

31
32 The Summit Project would interconnect with the transmission grid at the Bonneville Power
33 Administration ("BPA") Allston Substation, located about 10 miles south of the Summit Project
34 site, by means of 230-kilovolt ("KV") transmission line to be erected by PGE after approval of
35 the Site Certificate for the PWGP.

36
37 The generating plant and related or supporting facilities would occupy about 20 acres of a 53-
38 acre site.

39
40 **Output.** The Summit Project would have a net electric power output of about 518 MW at
41 average annual site conditions of 50.9 degrees Fahrenheit, 1,017 millibars barometric pressure,
42 and 78 percent relative humidity. The new and clean heat rate would be about 6,869 British
43 thermal units per kilowatt-hour ("Btu/kWh") (higher heating value).

1 During summer months, plant output from the base load facility would decrease because the
2 equipment is less efficient at higher temperatures. During these months the Project would use
3 duct firing to bring net electric output closer to the energy facility's rated capacity. However, the
4 Office does not consider this to be "power augmentation" as that term is defined in Council rules
5 under OAR chapter 345, division 24, because the duct firing would not result in the production
6 of extra power in excess of the plant's nominal capacity.
7

8 **Fuel Use.** The Summit Project would use natural gas as the only fuel to power the turbines and
9 the power augmentation technologies. It would use about 3,558 million British thermal units
10 ("MMBtu") per hour of natural gas at full load without the duct burners in operation at annual
11 average site conditions of 50.9 degrees Fahrenheit, 1,017 millibars barometric pressure, and 78
12 percent relative humidity.
13

14 **Water Use.** The Summit Project would obtain water to generate steam from the Port of St.
15 Helens (the "Port") under existing Oregon Water Right Permit No. 53677. The Port has a water
16 right permit from the State of Oregon allowing it to use up to 30 cubic feet per second ("cfs") of
17 Columbia River water to supply commercial and industrial users in the Port's service area.
18

19 Summit/Westward would contract with the Port for up to 7 cfs of the Port's total water right for
20 use by the Summit Project. PGE would contract with the Port for up to 8.3 cfs of the Port's total
21 water right for use by the proposed PWGP to be located adjacent to the Summit Project.
22

23 Water would be delivered to the Summit Project from Ranney® collector wells that would be
24 drilled on Port property near the mouth of Bradbury Slough, where it connects with the
25 Columbia River. Water would be pumped through the Ranney collector wells from about 60 feet
26 below the bed of the Columbia River and would be accounted for as part of the Port's existing
27 surface water right.
28

29 Average water demand would be about 2,223 gallons per minute ("gpm"), or 3.20 million
30 gallons per day. Peak water demand would be about 2,357 gpm, or 3.39 million gallons per day
31 for most conditions.
32

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

34 The Summit Project would include the following related or supporting facilities:
35

36 **Natural-Gas Pipeline.** The Summit Project would be fueled solely by natural gas obtained from
37 the K-B Pipeline. Connection to the K-B Pipeline would be by means of a buried pipeline
38 approximately 16 inches in diameter. The natural-gas pipeline would be located in existing
39 roadways. The proposed right-of-way for the natural-gas pipeline is about 5,100 feet long and 25
40 feet wide, or 12.5 feet on each side of the pipeline and roughly equivalent to the width of the
41 existing roadways. All ground disturbance activities in connection with construction of the
42 natural-gas pipeline would be limited to the ground area occupied by the existing roadways. The
43 ground area that would be disturbed during pipeline construction would be 10 feet wide,
44 including five feet of trench and five feet of trench spoil pile. The pads required for directional

1 drilling that would occur north of the energy facility would measure about 20 feet by 20 feet and
2 would be located in the existing roadways.

3
4 **Water Supply Pipeline.** Water for operation of the Summit Project would be obtained from
5 wells located northwest of the energy facility under an existing water right held by the Port.
6 Connection to the wells would be by means of a buried pipeline 16 to 20 inches in diameter. The
7 Port would install a water supply pipeline about 7,500 feet long and 25 feet wide almost
8 exclusively in existing roadways. The related or supporting water supply pipeline would
9 interconnect with the Port's water supply pipeline, would be about 1,000 feet long and 25 feet
10 wide, and would be installed in an existing roadway. The proposed right-of-way for the entire
11 water supply pipeline is about 8,500 feet long and 25 feet wide, or 12.5 feet on each side of the
12 pipeline and roughly equivalent to the width of the existing roadways.

13
14 All ground disturbance activities in connection with construction of the water supply pipeline,
15 including those portions of the pipeline to be constructed by the Port, would be limited to the
16 ground area occupied by the existing roadways, except for a small portion (about 600 feet) of the
17 pipeline that extends from the well sites to the roadway. The ground area that would be disturbed
18 during pipeline construction would be 10 feet wide, including 5 feet of trench and 5 feet of
19 trench spoil pile. The pads required for horizontal directional drilling that would occur north of
20 the energy facility would measure about 20 feet by 20 feet and would be located in the existing
21 roadways.

22
23 **Electric Transmission Line.** The Summit Project would deliver electric power to the regional
24 grid at the BPA Allston Substation by interconnecting with a 230-kV transmission line to be
25 erected by PGE after issuance of an approved site certificate for the PWGP. PGE would install a
26 230-kV circuit that terminates on a "dead-end" structure on the Summit Project site.
27 Summit/Westward would construct a single-circuit 230-kV transmission line, about 1,000 feet
28 long, entirely on the 53-acre parcel it has leased from the Port, to establish a connection between
29 the energy facility collector yard and the PGE "dead-end" structure (the "Summit/Westward on-
30 site electrical transmission line"). This transmission line would be located entirely on the Summit
31 Project site and would require no off-site right-of-way. Conditions contained in this Site
32 Certificate with respect to the transmission line apply only to the Summit/Westward on-site
33 electrical transmission line.

34
35 The interrelationship between the Summit Project and the PWGP presents a unique situation
36 regarding transmission lines to serve both energy facilities. The two energy facilities would be
37 located close to each other and would use the same transmission corridor and towers of the BPA
38 Allston Substation. The lines would be double-circuited, with the Summit Project on one side
39 and the PWGP on the other side.

40
41 Portland General Electric Transmission Group ("PGE/T") would build the transmission lines for
42 either or both energy facilities, depending on what is eventually constructed. The transmission
43 line for each project would be a related or supporting facility for that project and, therefore, must
44 meet Council standards.

1 As a related or supporting facility for which PGE will provide permitting and construction
2 services, the site certificate for Summit/Westward’s transmission line is a “third-party permit.”
3 In this case the permit is the PWGP site certificate. Our findings are therefore part of the
4 discussion of the EFSC Organizational Expertise Standard, OAR 345-022-0010(3), located at
5 Section D.2.c of the Final Order approving this Site Certificate.
6

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

8

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

10 The Summit Project site would be located at Port Westward on property owned by the Port. It is
11 contained within the Port’s service boundaries. The site is located in Sections 15 and 22,
12 Township 8 North, Range 4 West, Willamette Meridian, Columbia County, Oregon. It is about
13 4.5 miles north of the town of Clatskanie, Oregon and 0.25 miles south of the Columbia River.
14

15 The parcel to be leased from the Port includes up to 53 acres, about 20 acres of which would be
16 occupied by the Summit Project and switchyard. The Summit Project site is essentially flat, with
17 an average elevation of approximately 25 feet above mean sea level.
18

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

20 The Summit Project would include corridors for the following related or supporting facilities:
21

22 **Natural Gas Pipeline Corridor.** The proposed natural-gas pipeline would be 16 inches in
23 diameter and would interconnect with the existing K-B Pipeline near the existing PGE Beaver
24 Generating Plant. The natural-gas pipeline would be located in a 25-foot right-of-way about
25 5,100 feet long in existing roadways in Sections 15 and 22, Township 8 North, Range 4 West,
26 Willamette Meridian, Columbia County, Oregon. The natural-gas pipeline corridor would
27 occupy an area of about three acres.
28

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

39 **Transmission Line Corridor.** The proposed transmission line would interconnect with a “dead-
40 end” structure to be erected on the Summit Project site about 1,000 feet east of the Summit
41 Project collector yard. The transmission line would be located in Section 22, Township 8 North,
42 Range 4 West, Willamette Meridian, Columbia County, Oregon, and would require no off-site
43 right-of-way. Conditions contained in this Order with respect to the transmission line apply only
44 to the Summit/Westward on-site electrical transmission line.
45

1 **D. EXPEDITED REVIEW SITING STANDARDS**

2
3 **D.1. GENERAL STANDARD OF REVIEW**

4 [No conditions]

5
6 **D.2. ORGANIZATIONAL EXPERTISE**

7 (1) Before beginning construction of the energy facility, the certificate holder shall deliver to
8 the Office an affidavit signed by an officer of the certificate holder stating that it has
9 entered into an EPC agreement with Siemens Westinghouse providing for construction of
10 the energy facility by Siemens Westinghouse.

11
12 (2) Before beginning construction of the energy facility, the certificate holder shall deliver to
13 the Office an affidavit signed by an officer of the certificate holder stating that it has
14 entered into an operation and maintenance (“O&M”) agreement with Siemens
15 Westinghouse, providing for operation and maintenance of the energy facility by Siemens
16 Westinghouse.

17
18 (3) If the certificate holder chooses a contractor other than Siemens Westinghouse to operate
19 or maintain the energy facility, the certificate holder shall submit the identity of the
20 contractor so the Council may review the qualifications and capability of the contractor
21 under OAR 345-022-0010. If the new contractor meets these standards, the Council shall
22 not require an amendment to the site certificate for the certificate holder to install the
23 contractor.

24
25 (4) Any matter of noncompliance under this site certificate shall be the responsibility of the
26 certificate holder. Any notice of violation issued will be issued to the certificate holder.
27 Any civil penalties levied shall be levied on the certificate holder.

28
29 (5) The certificate holder shall contractually require the EPC contractor and all independent
30 contractors and subcontractors involved in the construction and operation of the Project
31 to comply with all applicable laws and regulations and with the terms and conditions of
32 the site certificate. Such contractual provision shall not operate to relieve the certificate
33 holder of responsibility under the site certificate.

34
35 (6) The certificate holder shall obtain all necessary state and local permits or approvals
36 required for the construction, operation, and retirement of the facility.

37
38 (7) Before beginning construction of the energy facility, the certificate holder shall submit to
39 the Office a contract for transmission service requiring PGE/T to comply with any
40 requirements imposed under the PWGP site certificate.

41
42 (8) The certificate holder shall not begin operation of the energy facility until the Port
43 Westward to BPA Allston Substation Transmission Line is constructed in compliance
44 with the PWGP site certificate, which contains severable conditions for the segment of
45 the transmission line between the energy facility and the BPA Allston Substation.

- 1
2 (9) The certificate holder shall apply to amend its site certificate to include the Summit
3 Project to BPA Allston Substation Transmission Line if PGE, or any successor-in-
4 interest, abandons its efforts to obtain a site certificate for the PWGP or allows the site
5 certificate to expire.
6

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

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

- 13 (a) A plan for retirement that provides for completion of retirement within two years
14 of permanent cessation of operation of the facility and that protects the public
15 health and safety and the environment;
16
17 (b) A description of actions the certificate holder proposes to take to restore the site to
18 a useful, nonhazardous condition, including options for postretirement land use
19 [*see* Section D.7, Fish and Wildlife Habitat, Condition (17)]; information on how
20 it would minimize impacts to fish, wildlife and the environment during the
21 retirement process; and measures it would take to protect the public against risk or
22 danger resulting from postretirement site conditions; and
23
24 (c) A current detailed cost estimate, a comparison of that estimate with the dollar
25 amount contained in the retirement fund, and a plan for ensuring the availability
26 of adequate funds for completion of retirement.
27

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

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

- 37 (4) Before beginning construction of the facility, the certificate holder shall submit to the
38 State of Oregon through the Council a bond or letter of credit in the amount of
39 \$11,062,500 (in 2002 dollars as of the second quarter) naming the State of Oregon, acting
40 by and through the Council, as beneficiary or payee.
41

- 42 (a) The calculation of 2002 dollars as of the second quarter shall be made using the
43 U.S. Gross Domestic Product Implicit Price Deflator, as published by the U.S.
44 Department of Commerce, Bureau of Economic Analysis, or any successor
45 agency (the "Index"). If, at any time, the Index is no longer published, the Council

1 shall select a comparable calculation of 2002 dollars. The form of the bond or
2 letter of credit and identity of the issuer shall be subject to approval by the
3 Council.

4
5 (b) The amount of the bond or letter of credit account shall increase annually by the
6 percentage increase in the Index.

7
8 (b) The certificate holder shall not revoke or reduce the bond or letter of credit before
9 retirement of the facility without approval by the Council.

10
11 (5) The certificate holder shall describe in the annual report submitted to the Council,
12 pursuant to OAR 345-026-0080, the status of the retirement fund or other instrument to
13 ensure it has adequate funds to restore the site.

14
15 (6) Before beginning construction of the energy facility, the certificate holder shall
16 implement the construction-phase materials management and monitoring plan that
17 addresses the handling of hazardous substances and non-hazardous materials, as outlined
18 in Exhibit G of the Application for Site Certificate. For the purpose of this condition and
19 Conditions (7), (9), (10), and (11) below, the terms “release” and “hazardous substances”
20 shall have the meanings set forth at ORS 465.200.

21
22 (7) Before beginning operation of the energy facility, the certificate holder shall implement
23 the operation-phase materials management and monitoring plan that addresses the
24 handling of hazardous substances and non-hazardous materials, as outlined in Exhibit G
25 of the Application for Site Certificate.

26
27 (8) Not later than 10 years after the date of commercial operation, and every 10 years
28 thereafter during the life of the energy facility, the certificate holder shall complete an
29 independent Phase I Environmental Site Assessment of the energy facility site, in
30 accordance with an accepted industry standard, such as ASTM Standard E1527. Within
31 30 days after its completion, the certificate holder shall deliver the Phase I Environmental
32 Site Assessment report to the Office.

33
34 (9) In the event that any Phase I Environmental Site Assessment identifies improper handling
35 or storage of hazardous substances or improper record-keeping procedures, the certificate
36 holder shall correct such deficiencies within six months after completion of the
37 corresponding Phase I Environmental Site Assessment. It shall promptly report its
38 corrective actions to the Office. The Council shall determine whether the corrective
39 actions are sufficient.

40
41 (10) The certificate holder shall report any release of hazardous substances to the Office
42 within one working day after the discovery of such release. This obligation shall be in
43 addition to any other reporting requirements applicable to such a release.

44

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

1
2 **D.4. LAND USE**

- 3 (1) The certificate holder shall ensure that any signs used on the facility site comply with
4 requirements of Columbia County Zoning Ordinance §1300 applicable to industrial
5 districts.
6
7 (2) The certificate holder shall provide for parking and loading spaces in compliance with the
8 requirements of Columbia County Zoning Ordinance §1400, except as otherwise noted in
9 Section VI of Attachment E of the Final Order approving the Site Certificate, regarding
10 variances.

11
12 **D.5. SOIL PROTECTION**

- 13 (1) Before beginning construction of the facility, the certificate holder shall obtain a 1200-C
14 storm water discharge permit from the Oregon Department of Environmental Quality.
15
16 (2) Before beginning construction of the facility, the certificate holder shall require its
17 general contractor to develop and implement a Storm Water Pollution Prevention Plan,
18 substantially similar to the one proposed at Appendix O-1 of the ASC.
19
20 (3) Upon completion of construction of the facility, the certificate holder shall restore
21 vegetation to the extent practicable and shall landscape portions of the site disturbed by
22 construction in a manner compatible with the surroundings and proposed use.
23
24 (4) The certificate holder shall confine construction of related or supporting pipelines to
25 existing roadways, except where explicitly noted.
26
27 (5) The certificate holder shall implement a Spill Prevention Control and Countermeasure
28 plan that complies with 40 CFR 112. A copy of this plan shall be available at the site for
29 review at all times during working hours.
30
31 (6) The certificate holder shall ensure that ammonia handling facilities have continuous tank
32 level monitors, temperature and pressure monitors, alarms, check valves, and emergency
33 block valves. The certificate holder shall ensure that the ammonia storage tank has double
34 containment and the piping from the tank is double-walled.
35
36 (7) The certificate holder shall store diesel oil in a commercially manufactured system with
37 internal spill controls and secondary containment.
38
39 (8) The certificate holder shall equip all chemical storage tanks and locations storing large
40 quantities of hazardous materials with secondary containment constructed of concrete or
41 asphalt with berms around the perimeter. The secondary containment areas shall hold the
42 volume of the largest tank or container in the area. In sizing the containment area, the
43 certificate holder shall take into account rainfall that might accumulate during the 100-
44 year-frequency rain event. The certificate holder or its primary contractor shall develop
45 written procedures for each containment area.

- 1
2 (9) The energy facility shall be equipped with high-efficiency drift eliminators with a drift
3 rate of .0006 percent of the total cooling tower flow rate.
4

5 **D.6. PROTECTED AREAS**

6 [No conditions]
7

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

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

- 16 (a) Implementing a Worker Environmental Awareness Program as described in
17 Exhibit Q, page Q-26.
18
19 (b) Minimizing road construction and vehicle use where possible.
20
21 (c) Posting speed limit signs throughout the construction zone.
22
23 (d) Instructing all construction personnel, including all construction contractors and
24 their personnel, on sensitive wildlife of the area and on required precautions to
25 avoid injuring or destroying wildlife.
26
27 (e) Instructing all construction personnel, including all construction contractors and
28 their personnel, to be cautious of wildlife while driving through the facility site, to
29 maintain reasonable driving speeds so as not to harass or accidentally strike
30 wildlife, and to be particularly cautious and drive at slower speeds in the period
31 from one hour before sunset to one hour after sunrise, when some wildlife species
32 are the most active.
33
34 (f) Requiring all construction personnel, including all construction contractors and
35 their personnel, to report any injured or dead wildlife detected at the facility site.
36

- 37 (2) The certificate holder shall site and construct the energy facility and the
38 Summit/Westward on-site electrical transmission line to minimize impacts to vegetation
39 and habitat. The energy facility and related or supporting facilities shall be located within
40 disturbed Habitat Category 6, Habitat Category 4 palustrine emergent wetlands and
41 drainage ditches, and Habitat Category 3 tame pastureland and perennial grassland.
42

- 43 (3) The certificate holder shall design and site the Summit/Westward on-site transmission
44 towers to minimize potential impacts to raptors and waterfowl, following the Avian
45 Power Line Interaction Committee Guidelines.

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

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

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

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

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

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

- 33 (1) Before beginning construction of the facility, the certificate holder shall submit to The
34 Climate Trust a bond or letter of credit in the amount of the monetary path payment
35 requirement (in 2002 dollars) as determined by the calculations set forth in Condition (3)
36 and based on the estimated heat rates and capacities certified pursuant to Condition (4)
37 and as adjusted in accordance with the terms of this Site Certificate pursuant to Condition
38 (3)(c). For the purposes of this Site Certificate, the “monetary path payment requirement”
39 means the offset funds determined pursuant to OAR 345-024-0550 and -0560 and the
40 selection and contracting funds that the certificate holder must disburse to The Climate
41 Trust, as the qualified organization, pursuant to OAR 345-024-0710 and this Site
42 Certificate. The offset fund rate for the monetary path payment requirement shall be
43 \$0.85 per ton of carbon dioxide (in 2002 dollars). The calculation of 2002 dollars shall be
44 made using the Index set forth in Condition D.3(4)(a) and as required below in subsection
45 (g).

- 1
2 (a) The form of the bond or letter of credit and identity of the issuer shall be subject
3 to approval by the Council.
4
5 (b) The form of the Memorandum of Understanding (“MOU”) between the certificate
6 holder and The Climate Trust establishing the disbursement mechanism to
7 transfer selection and contracting funds and offset funds to The Climate Trust
8 shall be substantially in the form of Attachment A to this Site Certificate.
9
10 (c) Either the certificate holder or The Climate Trust may submit to the Council for
11 the Council’s resolution any dispute between the certificate holder and The
12 Climate Trust that concerns the terms of the bond, letter of credit, MOU
13 concerning the disbursement mechanism for the monetary path payments, or any
14 other issues related to the monetary path payment requirement. The Council’s
15 decision shall be binding on all parties.
16
17 (d) The bond or letter of credit shall remain in effect until such time as the certificate
18 holder has disbursed the full amount of the monetary path payment requirement to
19 The Climate Trust. The certificate holder may reduce the amount of the bond or
20 letter of credit commensurate with payments it makes to The Climate Trust. The
21 bond or letter of credit shall not be subject to revocation before disbursement of
22 the full monetary path payment requirement.
23
24 (e) In the event that the Council approves a new certificate holder for the energy
25 facility:
26
27 (A) The new certificate holder shall submit to the Council for the Council’s
28 approval the form of a bond or letter of credit that provides comparable
29 security to the bond or letter of credit of the current certificate holder. The
30 Council’s approval of a new bond or letter of credit will not require a Site
31 Certificate amendment.
32
33 (B) The new certificate holder shall submit to the Council for the Council’s
34 approval the form of an MOU between the new certificate holder and The
35 Climate Trust that is substantially in the form of Attachment A to this Site
36 Certificate. In the case of a dispute between the new certificate holder and
37 The Climate Trust concerning the disbursement mechanism for monetary
38 path payments or any other issues related to the monetary path payment
39 requirement, either party may submit the dispute to the Council for the
40 Council’s resolution as provided in Condition (1)(c). Council approval of
41 a new MOU will not require a Site Certificate amendment.
42
43 (f) If calculations pursuant to Condition (5) demonstrate that the certificate holder
44 must increase its monetary path payments, the certificate holder shall increase the
45 bond or letter of credit sufficiently to meet the adjusted monetary path payment

1 requirement within the time required by Condition (3)(c). Alternately, the
2 certificate holder may disburse any additional required funds directly to The
3 Climate Trust within the time required by Condition (3)(c).

4
5 (g) The amount of the bond or letter of credit shall increase annually by the
6 percentage increase in the Index and shall be prorated within the year to the date
7 of disbursement to The Climate Trust from the date of Council approval of the
8 Site Certificate.

9
10 (2) The certificate holder shall disburse to The Climate Trust offset funds and selection and
11 contracting funds as requested by The Climate Trust. The certificate holder shall make
12 disbursements in response to requests from The Climate Trust in accordance with
13 subsections (a), (b), and (c).

14
15 (a) The certificate holder shall disburse all selection and contracting funds to The
16 Climate Trust prior to beginning construction.

17
18 (b) Upon notice pursuant to subsection (c), The Climate Trust may request from the
19 issuer of the bond or letter of credit the full amount of all offset funds available or
20 it may request partial payment of offset funds at its sole discretion.
21 Notwithstanding the specific amount of any contract to implement an offset
22 project, The Climate Trust may request up to the full amount of offset funds the
23 certificate holder is required to provide to meet the monetary path payment
24 requirement.

25
26 (c) The certificate holder shall provide that the issuer of the bond or letter of credit
27 disburse offset funds to The Climate Trust within three business days of a request
28 by The Climate Trust for the offset funds in accordance with the terms of the
29 bond or letter of credit. The Climate Trust may request disbursement of offset
30 funds by providing notice to the issuer of the bond or letter of credit that The
31 Climate Trust has executed a letter of intent to acquire an offset project.

32
33 (3) The certificate holder shall submit all monetary path payment requirement calculations to
34 the Office for verification in a timely manner before submitting a bond or letter of credit
35 for Council approval and before entering into an MOU with The Climate Trust. The
36 certificate holder shall use the contracted design parameters for capacities and heat rates
37 that it reports pursuant to Condition (4) to calculate the estimated monetary path payment
38 requirement, along with the estimated annual hours of operation with operate power
39 augmentation technologies. The certificate holder shall use the Year One Capacities and
40 Year One Heat Rates that it reports for the facility pursuant to Condition (5) to calculate
41 whether it owes additional monetary path payments.

42
43 (a) The net carbon dioxide emissions rate for the base load gas plant shall not exceed
44 0.675 pounds of carbon dioxide per kilowatt-hour of net electric power output,

1 with carbon dioxide emissions and net electric power output measured on a new
2 and clean basis, as defined in OAR 345-001-0010.

3
4 (b) If the certificate holder uses power augmentation technologies, as defined in
5 Council rules, the net carbon dioxide emissions rate for incremental emissions for
6 the facility operating with power augmentation technologies that increase the
7 capacity and heat rate of the facility above the capacity and heat rate that it can
8 achieve as a base load gas plant on a new and clean basis (“power augmentation
9 technologies”) shall not exceed 0.675 pounds of carbon dioxide per kilowatt-hour
10 of net electric power output, with carbon dioxide emissions and net electric power
11 output measured on a new and clean basis, as the Council may modify such basis
12 pursuant to Condition (4)(d).

13
14 (c) When the certificate holder submits the Year One Test reports required in
15 Condition (5), it shall increase its monetary path payments if the calculation using
16 reported data shows that the adjusted monetary path payment requirement exceeds
17 the monetary path payment requirement for which the certificate holder had
18 provided a bond or letter of credit prior to beginning construction, pursuant to
19 Condition (1). The certificate holder shall submit its calculations to the Office of
20 Energy for verification.

21
22 (A) The certificate holder shall make the appropriate calculations and fully
23 disburse any increased funds directly to The Climate Trust within 30 days
24 of filing the Year One Test reports.

25
26 (B) In no case shall the certificate holder diminish the bond or letter of credit it
27 provided before beginning construction or receive a refund from The
28 Climate Trust based on the calculations made using the Year One
29 Capacities and the Year One Heat Rates.

30
31 (4) The certificate holder shall include an affidavit certifying the heat rates and capacities
32 reported in subsections (a) and (b).

33
34 (a) Before beginning construction of the facility, the certificate holder shall notify the
35 Council in writing of its final selection of a gas turbine vendor and heat recovery
36 steam generator vendor and shall submit written design information to the
37 Council sufficient to verify the base load gas plant’s designed new and clean heat
38 rate (higher heating value) and its net power output at the average annual site
39 condition.

40
41 (b) Before beginning construction of the energy facility, the certificate holder shall
42 submit written design information to the Council sufficient to verify the facility’s
43 designed new and clean heat rate and its net power output at the average site
44 condition at the times the certificate holder intends to operate with duct burning.

45

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

- 1
2 (6) If calculations pursuant to Condition (7) demonstrate that the certificate holder must
3 supplement its monetary path payments (“supplemental monetary path payment
4 requirement”), the certificate holder shall provide a bond or letter of credit sufficient to
5 meet the supplemental monetary path payment requirement within the time required by
6 Condition (7)(b). The bond or letter of credit shall not be subject to revocation before
7 disbursement of the supplemental monetary path payment requirement. Alternately, the
8 certificate holder may disburse in cash any such supplemental monetary path payments
9 directly to The Climate Trust within the time required by the Condition (7).
10
11 (7) If the certificate holder uses power augmentation technologies, the certificate holder shall
12 submit all supplemental monetary path payment requirement calculations to the Office
13 for verification. The certificate holder shall use the Year One Capacity-2 and Year One
14 Heat Rate-2 that it reports for the facility pursuant to Condition (5)(b) to calculate
15 whether it owes supplemental monetary path payments, pursuant to subsections (a) and
16 (b).
17
18 (a) Each five years after beginning commercial operation of the facility (“five-year
19 reporting period”), the certificate holder shall report to the Office the annual
20 average hours the facility operated with power augmentation technologies during
21 that five-year reporting period, pursuant to OAR 345-024-0590(6). The certificate
22 holder shall submit five-year reports to the Office within 30 days of the
23 anniversary date of beginning commercial operation of the facility.
24
25 (b) If the Office determines that the facility exceeds the projected net total carbon
26 dioxide emissions calculated pursuant to Conditions (4) and (5), prorated for five
27 years, during any five-year reporting period described in subsection (a), the
28 certificate holder shall offset excess emissions for the specific reporting period
29 according to subsection (A) and shall offset the estimated future excess emissions
30 according to subsection (B), pursuant to OAR 345-024-0600(4). The certificate
31 holder shall offset excess emissions using the monetary path as described in OAR
32 345-024-0710, except that selection and contracting funds shall equal 20 percent
33 of the value of any offset funds up to the first \$250,000 (in 2002 dollars) and
34 4.286 percent of the value of any offset funds in excess of \$250,000 (in 2002
35 dollars). The certificate holder shall disburse the funds to The Climate Trust
36 within 30 days after notification by the Office of the amount that the certificate
37 holder owes.
38
39 (A) In determining the excess carbon dioxide emissions that the certificate
40 holder must offset for a five-year period, the Office shall apply OAR 345-
41 024-0600(4)(a). The certificate holder shall pay for the excess emissions at
42 \$0.85 per ton of carbon dioxide emissions (in 2002 dollars). The Office
43 shall notify the certificate holder and The Climate Trust of the amount of
44 payment required, using the monetary path, to offset excess emissions.
45

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

10
11 (8) The combustion turbine for the base load gas plant and power augmentation technologies,
12 as appropriate, shall be fueled solely with pipeline-quality natural gas or with synthetic
13 gas with a carbon content per million Btu no greater than pipeline-quality natural gas.

14
15 (9) With respect to incremental capacity and fuel consumption increases for which the
16 certificate holder has not previously complied with the carbon dioxide standard, the
17 certificate holder shall comply substantially with Conditions (1) through (8) in lieu of the
18 Council's requiring an amendment, provided that:

19
20 (a) The Council determines, pursuant OAR 345-027-0050, that the certificate holder
21 does not otherwise require an amendment, and further provided that:

22
23 (b) The certificate holder shall meet the appropriate carbon dioxide emissions
24 standard and monetary offset rate in effect at the time the Council makes its
25 determination pursuant to OAR 345-027-0050.

26
27 **E. SITING STANDARDS SUBJECT TO CONDITIONS**

28
29 **E.1. INTRODUCTION**

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

- 32
33 OAR 345-022-0020 Structural
34 OAR 345-022-0080 Scenic and Aesthetic
35 OAR 345-022-0090 Historic, Archaeological and Cultural Resources
36 OAR 345-022-0100 Recreation
37 OAR 345-022-0110 Public Services
38 OAR 345-022-0120 Waste Minimization

39
40 The Council may not deny a site certificate based on these standards. However, the Council may
41 impose conditions based on these standards.

42
43 **E.2. STRUCTURAL STANDARD**

44 (1) Before beginning construction of the facility, the certificate holder shall report to the
45 Office and the Oregon Department of Geology and Mineral Industries ("DOGAMI") with

1 the results of final site-specific geotechnical investigations and recommendations for
2 design of the energy facility and related or supporting facilities.

- 3
- 4 (2) The certificate holder shall design, engineer, and construct the facility to avoid dangers to
5 human safety presented by seismic hazards affecting the site that are expected to result
6 from the maximum probable seismic event (“MPE”). For the Summit Project site, the
7 MPE shall be considered to be a M8.8 subduction zone earthquake at a distance of 100
8 kilometers and a depth of 20 kilometers. As used in this condition, “seismic hazard”
9 includes ground shaking, landslide, liquefaction, lateral spreading, tsunami inundation,
10 fault displacement, and subsidence. Design parameters shall meet or exceed those
11 prescribed by the Oregon Structural Specialty Code for UBC Seismic Zone 3 and shall
12 include an S_F soil profile.
- 13
- 14 (3) The certificate holder shall notify the Office, the State Building Codes Division, and
15 DOGAMI promptly if site investigations or trenching reveal that conditions differ
16 significantly from those described in the ASC. After the Office receives the notice, the
17 Council may require the certificate holder to consult with DOGAMI and the State
18 Building Codes Division and to propose mitigation actions.
- 19
- 20 (4) Plant design shall be substantially in accordance with the recommendations at section 11
21 of ASC Exhibit H, “Site Specific Geological and Soil Stability Assessment for the
22 Summit/Westward Energy Project.” Plant design shall include a seismic motion
23 monitoring system that will shut off gas supply before liquefaction damages the facility
24 and will gather detailed data on the site’s seismic response.

25

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

- 27 (1) During construction of the energy facility, the certificate holder shall use directing and
28 shielding devices on lights to minimize off-site glare. When there is no nighttime
29 construction activity, the certificate holder shall minimize nighttime lighting consistent
30 with safety and security requirements.
- 31
- 32 (2) During operation of the energy facility, the certificate holder shall use directing and
33 shielding devices on lights to minimize off-site glare. When possible, lights shall remain
34 off except during emergency or maintenance situations and as needed for safety and
35 security.
- 36
- 37 (3) After completion of construction of the energy facility, the certificate holder shall employ
38 a landscaping plan incorporating trees and shrubs to screen elements of the energy
39 facility, excepting the cooling towers, exhaust stacks, and turbine hall, from view. This
40 condition will be considered satisfied if the landscaping plan is reviewed and approved
41 by Columbia County Land Use Services pursuant to county ordinance CCZO 1550.12.
- 42
- 43 (4) During construction of the facility, the certificate holder shall control dust through the
44 application of water, or by other equally effective method.
- 45

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

- 2 (1) Before beginning construction of the facility, the certificate holder shall instruct
3 construction personnel in the identification of cultural materials and shall direct them to
4 halt all ground-disturbing activities in the vicinity of a find until a qualified archaeologist
5 can evaluate the significance of the find and recommend an appropriate course of action.
6
- 7 (2) During construction of the facility, in the event any artifacts or other cultural materials
8 are identified, the certificate holder shall cease all ground-disturbing activities until a
9 qualified archaeologist can evaluate the significance of the find. If the archaeologist
10 determines that the materials are significant, the certificate holder shall make
11 recommendations for mitigation in consultation with the Oregon State Historic
12 Preservation Officer (“SHPO”) and other appropriate parties. The certificate holder shall
13 not restart work in the affected area until it has complied with the archaeological permit
14 requirements administered by SHPO.
15
- 16 (3) The certificate holder shall allow monitoring on reasonable terms and conditions by the
17 Confederated Tribes of the Grand Ronde Community of Oregon, the Confederated Tribes
18 of the Siletz Indian Reservation of Oregon, and the Chinook Tribe in Washington of
19 earth-moving activities within any areas with a potential for containing archaeological
20 remains.
21
- 22 (4) Before beginning construction of the energy facility or any related or supporting
23 facilities, the certificate holder shall notify the Confederated Tribes of the Grand Ronde
24 Community of Oregon, the Confederated Tribes of the Siletz Indian Reservation of
25 Oregon, and the Chinook Tribe in Washington and provide their representatives the
26 opportunity to be available for periodic on-site monitoring during construction activities.
27

28 **E.5. RECREATION**

29 [No conditions]
30

31 **E.6. PUBLIC SERVICES**

- 32 (1) During construction of the facility, the certificate holder shall use portable, self-contained
33 toilets and shall have them pumped on a regular basis.
34
- 35 (2) The certificate holder shall pay to Columbia County or its designee the appropriate
36 Transportation Improvement Contribution ("TIC") set forth in the Agreement between
37 Columbia County and Summit/Westward, dated June 12, 2002 ("Agreement").
38
- 39 (3) The certificate holder shall not agree to amend the Agreement with Columbia County to
40 reduce, revoke or waive the requirement for payment of the appropriate TIC without prior
41 approval of the Council; however, such approval by the Council shall not require an
42 amendment to the site certificate.
43

- 1 (4) Before beginning construction of the facility, the certificate holder shall review all rail
2 and bridge crossings to ensure that adequate clearance is provided for the shipment of all
3 modular equipment.
4
- 5 (5) If construction of the facility occurs concurrently with construction of other projects in
6 the Port Westward Industrial Area, the certificate holder shall coordinate with other users
7 of the Port Westward Industrial Area to provide a carpooling program that identifies
8 and/or creates park-and-ride locations to facilitate carpooling.
9
- 10 (6) If construction of the facility occurs concurrently with construction of other projects in
11 the Port Westward Industrial Area, the certificate holder shall coordinate with Columbia
12 County and other users of the Port Westward Industrial Area on the implementation of a
13 staggered shift schedule if Columbia County determines that traffic conditions warrant it.
14
- 15 (7) Before beginning construction of the energy facility, the certificate holder shall
16 coordinate with Columbia County the improvement and maintenance of signage and
17 striping at the mainline rail crossing on Kallunki Road, including the installation of “DO
18 NOT STOP ON TRACKS” signs.
19
- 20 (8) During construction of the facility, the certificate holder shall use barge and railroad
21 deliveries of bulk materials and heavy equipment, to the extent practicable, to minimize
22 the number of freight truck deliveries on local roads.
23
- 24 (9) During construction of the energy facility, the certificate holder shall construct a fire
25 protection system within the buildings and yard areas of the energy facility site.
26
- 27 (a) The fire protection system shall be constructed in accordance with National Fire
28 Protection Association standards.
29
- 30 (b) The system shall include a dedicated fire loop piping system serving fire hydrants
31 and fixed fire suppression systems and shall also include handheld fire
32 extinguishers and handcart extinguishers of the appropriate size and rating located
33 in accordance with National Fire Protection Association standards.
34
- 35 (c) A dedicated reserve capacity of 150,000 gallons in the raw water storage tank
36 shall serve as the fire suppression water source.
37
- 38 (d) Fire detection devices, including smoke detectors, flame detectors, and
39 temperature detectors, as appropriate, shall be installed at key points throughout
40 the energy facility.
41

42 **E.7. WASTE MINIMIZATION**

- 43 (1) Upon completion of construction of the facility, the certificate holder shall dispose of all
44 temporary structures not required for facility operation and all timber, brush, refuse, and

1 flammable or combustible material resulting from clearing of land and construction of the
2 facility.

3
4 (2) During construction, operation, and retirement of the facility, the certificate holder shall
5 separate recyclable materials from the domestic solid waste, store them, and arrange for
6 their periodic pickup by qualified recyclers.

7
8 (3) During operation of the energy facility, the certificate holder shall collect in temporary
9 wastewater storage ponds any water discharged from the energy facility during periods
10 when the brine crystallizer is not operational. When the brine crystallizer again becomes
11 operational, all such wastewater shall be pumped back through the energy facility cooling
12 system. In the event the temporary wastewater storage ponds become full and the brine
13 crystallizer remains inoperable, the energy facility shall be shut down to prevent any
14 overflow of the ponds.

15
16 **F. OTHER APPLICABLE REGULATORY REQUIREMENTS: FINDINGS AND CONCLUSIONS**

17
18 **F.1. REQUIREMENTS UNDER COUNCIL JURISDICTION**

19
20 **F.1.a. Noise**

21 (1) During construction of the energy facility, the Summit/Westward on-site electrical
22 transmission line, or other related or supporting facilities, the certificate holder shall
23 schedule most heavy construction to occur during daylight hours. Construction work at
24 night shall be limited to work inside buildings and other structures when possible.

25
26 (2) During construction of the energy facility, the Summit/Westward on-site electrical
27 transmission line, or other related or supporting facilities, the certificate holder shall
28 require contractors to equip all combustion engine-powered equipment with exhaust
29 mufflers.

30
31 (3) During construction of the energy facility, the Summit/Westward on-site electrical
32 transmission line, or other related or supporting facilities, the certificate holder shall
33 establish a complaint response system at the construction manager's office to address
34 noise complaints.

35
36 (4) Within six months after the start of commercial operation of the energy facility, the
37 certificate holder shall retain a qualified noise specialist to measure noise levels
38 associated with the energy facility operation when the facility is operating in a maximum
39 noise mode.

40
41 (a) The specialist shall measure noise levels in Oregon at the nearest residence east of
42 the facility and the nearest residence south of the facility to determine if actual
43 noise levels are within the levels specified in the applicable noise regulations in
44 OAR 345-035-0035(1)(b)(B)(i). Measurements shall be made in accordance with
45 the procedures specified in ANSI S12.9-1993/Part 3, "Quantities and Procedures

1 for Description and Measurement of Environmental Sound. Part 3: Short-Term
2 Measurements with an Observer Present.” The measurements shall be made
3 during late-night hours when the ambient noise levels are lowest and weather
4 conditions are generally best for sound propagation in the environment.
5 Measurements shall be made only when the wind is either calm or when the wind
6 is less than five miles per hour from the north or west.
7

8 (b) If the equipment operating conditions or the atmospheric conditions required for
9 measurements in (a) do not exist within the first six month of operation, an
10 extension of time for the compliance measurements may, upon request, be granted
11 by the Office.
12

13 (c) The certificate holder shall report the results of the noise evaluation to the Office.
14

15 (d) If actual noise levels do not comply with applicable DEQ regulations, the
16 certificate holder shall take those actions necessary to comply with the regulations
17 as soon as practicable. Additional mitigation measures required to gain
18 compliance may include additional silencing of exhaust stacks and inlet air ducts,
19 installation of barriers or enclosures around certain pieces of equipment,
20 additional lagging of radiating surfaces and the use of additional seals at
21 penetration points in the turbine building.
22

23 (5) The certificate holder shall install on short duration noise sources, *e.g.*, steam and air
24 vents, silencers that have a sufficient amount of insertion loss to ensure that noise created
25 when those sources are operated under controlled conditions meets the applicable DEQ
26 noise regulations at OAR chapter 340, division 35.
27

28 (6) During construction and operation of the energy facility, the certificate holder shall
29 enclose the natural gas and steam turbines within a metal building, enclose the main
30 pump area and gas valve area, and make use of air inlet and exhaust silencers at critical
31 locations.
32

33 **F.1.b. Wetlands**

34 (1) Before beginning construction of the energy facility, the certificate holder shall obtain a
35 U.S. Army Corps of Engineers and Oregon Division of State Lands (“DSL”) Joint
36 Removal-Fill Permit substantially in the form of the Draft Removal-Fill Permit in
37 Attachment D of the Final Order approving the site certificate; provided that mitigation
38 required under the removal-fill permit shall allow for accommodation of Corps of
39 Engineers mitigation requirements, subject to the concurrence of the Office, in
40 consultation with DSL and affected federal agencies.
41

42 (2) Before beginning construction of the facility, the certificate holder shall submit to the
43 Office a final mitigation plan approved by DSL.
44

1 (3) The certificate holder shall comply with state laws and rules applicable to the removal-fill
2 permit that are adopted in the future to the extent that such compliance is required under
3 the respective statutes and rules.
4

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

6 (1) If, at any time during the life of the energy facility, the Council finds that the operation of
7 the energy facility is likely to contribute significantly to ground-level fogging or icing
8 along public roads and is likely to pose a significant threat to public safety, the certificate
9 holder shall cooperate with appropriate local public safety authorities regarding the
10 posting of warning signs on affected roads and regarding the implementation of other
11 reasonable safety measures. Cooperation may include, but is not necessarily limited to,
12 the reimbursement of expenses for posting warning signs and implementing other safety
13 measures.
14

15 (2) The certificate holder shall design transmission lines so that alternating-current electric
16 fields shall not exceed 9 kV per meter at one meter above the ground surface in areas
17 accessible to the public.
18

19 (3) The certificate holder shall design transmission lines so that induced currents resulting
20 from the transmission lines are as low as reasonably achievable.
21

22 (4) The certificate holder shall develop and implement a program that provides reasonable
23 assurance that all fences, gates, cattle guards, trailers, or other objects or structures of a
24 permanent nature that could become inadvertently charged with electricity are grounded
25 or bonded throughout the life of the Summit/Westward on-site transmission line.
26

27 (5) The certificate holder shall take reasonable steps to reduce or manage exposure to
28 electromagnetic fields (“EMF”), consistent with Council findings presented in the
29 “Report of EMF Committee to the Energy Facility Siting Council,” March 30, 1993, and
30 subsequent findings. Effective on the date of this site certificate, the certificate holder
31 shall provide information to the public, upon request, about EMF levels associated with
32 the energy facility and the Summit/Westward on-site transmission line.
33

34 (6) At least 30 days before beginning preparation of detailed design and specifications for the
35 Summit/Westward on-site electrical transmission line and the related or supporting
36 natural gas pipeline, the certificate holder shall consult with the Oregon Public Utility
37 Commission (“PUC”) staff to ensure that its designs and specifications are consistent
38 with applicable codes and standards.
39

40 (7) The certificate holder shall ensure that cathodic protection meeting the requirements of
41 the OPUC and 49 CFR § 192 be activated as soon as practicable following installation of
42 the gas pipeline connecting the energy facility to the Kelso-Beaver pipeline.
43

- 1 (8) The certificate holder shall take steps to ensure that the pipeline connecting the energy
2 facility to the Kelso-Beaver pipeline is electrically isolated from the Kelso-Beaver
3 pipeline.
4
- 5 (9) The certificate holder shall implement a regular schedule to walk the corridor of the gas
6 pipeline connecting the energy facility to the Kelso-Beaver pipeline and inspect for leaks.
7

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

- 9 (1) Before beginning operation of the energy facility, the certificate holder shall demonstrate
10 that the DEQ has issued to the certificate holder a Water Pollution Control Facilities
11 Permit, substantially in the form of Attachment B, allowing for on-site sanitary waste
12 disposal.
13
- 14 (2) The certificate holder shall comply with state laws and rules applicable to Water
15 Pollution Control Facilities Permits for sanitary waste that are adopted in the future to the
16 extent that such compliance is required under the respective statutes and rules.
17

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

- 19 (1) Before beginning operation of the energy facility, the certificate holder shall demonstrate
20 that DEQ has issued to the certificate holder a Water Pollution Control Facilities Permit,
21 substantially in the form of Attachment C, allowing for temporary process water disposal.
22
- 23 (2) The certificate holder shall comply with state laws and rules applicable to Water
24 Pollution Control Facilities Permits that are adopted in the future, to the extent that such
25 compliance is required under the respective statutes and rules.
26

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

28
29 **G.1. MANDATORY CONDITIONS IN SITE CERTIFICATES**

30
31 **Amendment of the Site Certificate**

- 32 (1) The Council shall not change the conditions of the Site Certificate except in accordance
33 with the applicable provisions of OAR chapter 345, division 27, in effect on the date of
34 the Council action.
35

36 **Legal Description**

- 37 (2) Before beginning construction of the facility, the certificate holder shall submit to the
38 Office a legal description of the site, except as provided in OAR 345-027-0023(6). The
39 Office shall append the legal description to the Site Certificate.
40

41 **General Requirements**

- 42 (3) The certificate holder shall design, construct, operate, and retire the facility:
43
44 (a) Substantially as described in the Site Certificate;
45

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

4
5 (c) In compliance with all applicable permit requirements of other state agencies.
6

7 **Beginning and Completing Construction**

8 (4) The certificate holder shall begin construction of the facility by October 3, 2004. The
9 certificate holder shall report promptly to the Office the date that it began construction of
10 the facility, as defined in OAR 345-001-0010(10). In reporting the beginning of
11 construction, the certificate holder shall describe all work on the site performed before
12 beginning construction, including work performed before the Council issued the site
13 certificate, and shall state the cost of that work, pursuant to OAR 345-026-0048.
14

15 (5) The certificate holder shall complete construction of the facility by April 3, 2007. The
16 completion of construction date is the day by which (1) the facility is substantially
17 complete as defined by the certificate holder's construction contract documents; (2)
18 acceptance testing is satisfactorily completed; and, (3) the energy facility is ready to
19 commence continuous operation consistent with the Site Certificate. The certificate
20 holder shall report promptly to the Office the date it completed construction of the
21 facility.
22

23 **Construction Rights on Site**

24 (6) Except as necessary for the initial survey or as otherwise allowed for transmission lines
25 or pipelines in this condition, the certificate holder shall not begin construction, as
26 defined in OAR 345-001-0010(10), or create a clearing on any part of the site until the
27 certificate holder has construction rights on all parts of the site. For the purpose of this
28 condition, "construction rights" means the legal right to engage in construction activities.
29 For transmission lines or pipelines, if the certificate holder does not have construction
30 rights on all parts of the site, the certificate holder may nevertheless begin construction or
31 create a clearing on a part of the site if:
32

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

34
35 (b) The certificate holder would construct and operate part of the facility on that part
36 of the site even if a change in the planned route of the transmission line or
37 pipeline occurs during the certificate holder's negotiations to acquire construction
38 rights on another part of the site.
39

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

41 **Incident Reports**

42 (1) With respect to the related or supporting natural gas pipeline, the certificate holder shall
43 submit to the Office copies of all incident reports required under 49 CFR § 192.709 that
44 involve the pipeline.
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Rights-of-Way

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

Monitoring Programs

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

Compliance Plans

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

Reporting

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

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

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

Schedule Modification

(8) The certificate holder shall promptly notify the Office of any changes in major milestones for construction, decommissioning, operation, or retirement schedules. Major milestones

1 are those identified by the certificate holder in its construction, retirement or
2 decommissioning plans.
3

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

- 5 (9) The certificate holder and the Office shall exchange copies of all correspondence or
6 summaries of correspondence related to compliance with statutes, rules and local
7 ordinances on which the Council determined compliance, except for material withheld
8 from public disclosure under state or federal law or under Council rules. The certificate
9 holder may submit abstracts of reports in place of full reports; however, the certificate
10 holder shall provide full copies of abstracted reports and any summarized correspondence
11 at the request of the Office.
12

13 **Notification of Incidents**

- 14 (10) The certificate holder shall notify the Office within 72 hours of any occurrence involving
15 the facility if:
16
17 (a) There is an attempt by anyone to interfere with its safe operation;
18
19 (b) A natural event such as an earthquake, flood, tsunami or tornado, or a human-
20 caused event such as a fire or explosion affects or threatens to affect the public
21 health and safety or the environment; or,
22
23 (c) There is any fatal injury at the facility.
24

25 **H. GENERAL CONDITIONS**

- 26 (1) The general arrangement of the Summit/Westward Project shall be substantially as shown
27 in the ASC.
28
29 (2) The certificate holder shall ensure that related and supporting facilities are constructed in
30 the corridors described in the Final Order and as shown in the ASC and in the manner
31 described in the Final Order and the ASC.
32

33 **Successors and Assigns**

- 34 (3) To transfer this Site Certificate, or any portion thereof, or to assign or dispose of the
35 facility in any other manner, directly or indirectly, the certificate holder shall comply
36 with OAR 345-027-0100.
37

38 **Severability and Construction**

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

1 **Governing Law and Forum**

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

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

6
7 **IN WITNESS WHEREOF**, this Site Certificate has been executed by the State of Oregon,
8 acting by and through its Energy Facility Siting Council, and Westward Energy, LLC.

9
10
11 ENERGY FACILITY SITING COUNCIL

12
13
14 By: _____ Date: October 3, 2002
15 Dr. Roslyn Elms-Sutherland
16 Chair

17
18 WESTWARD ENERGY, LLC

19
20
21 By: _____ Date: _____, 2002

22
23 ATTACHMENT A: MEMORANDUM OF UNDERSTANDING - MONETARY PATH PAYMENT REQUIREMENT
24 ATTACHMENT B: DEQ WPCF PERMIT FOR SANITARY WASTE
25 ATTACHMENT C: DEQ WPCF PERMIT FOR TEMPORARY PROCESS WATER DISPOSAL
26 ATTACHMENT D: DRAFT REMOVAL-FILL PERMIT
27