

**TEMPORARY  
THIRD AMENDED  
SITE CERTIFICATE  
FOR THE  
SUMMIT/WESTWARD PROJECT**

ISSUED BY

OREGON ENERGY FACILITY SITING COUNCIL  
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**THIRD AMENDED  
SITE CERTIFICATE - TEMPORARY  
FOR THE  
SUMMIT/WESTWARD PROJECT**

**A. INTRODUCTION**

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”).

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,
- 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
- the Council’s Temporary Order granting Amendment No 3 date July 23, 2004, all of which by these references are incorporated herein (collectively, the “Final Orders.”). [Amendment 3]

The Council issues this temporary site certificate amendment pursuant to OAR 345-027-0080, which allows an expedited amendment process under certain circumstances. Under this temporary amendment, Summit may divide the project into two phases. Phase 1 is the construction and the first combustion turbine and heat recovery steam generator unit, together with buildings, ponds and other related and supporting facilities needed for operation. Phase 1 would produce roughly half the facility’s certificated output, or about 260 MW. Phase 2 refers to the construction of the second combustion turbine and other equipment needed for two unit operation, bringing the output to about 520 MW. [amendment 3]

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, (c) the certificate holder’s Second Request to Amend the Site Certificate for the Summit/Westward Project, which the certificate holder submitted on.

1 December 22, 2003, and the Fourth Request for amendment, submitted on May 16, 2004<sup>1</sup>. Also  
2 as used in this Site Certificate, "Site Certificate" means the Site Certificate as amended by the  
3 Council. [Amendment 3]  
4

5 The terms used in this Site Certificate shall have the same meaning set forth in ORS 469.300 and  
6 Oregon Administrative Rules (OAR) 345-001-0010, except where otherwise stated or where the  
7 context clearly indicates otherwise.  
8

9 **B. SITE CERTIFICATION**

- 10 1. To the extent authorized by State law and subject to the conditions set forth herein, the  
11 State approves and authorizes the certificate holder to construct, operate and retire a  
12 natural gas-fired, combined-cycle combustion turbine energy facility, together with  
13 certain related or supporting facilities, at the site as described in Section C of this Site  
14 Certificate, near Clatskanie, Oregon. ORS 469.401(1).  
15
- 16 2. This Site Certificate shall be effective (1) until it is terminated pursuant to OAR  
17 345-027-0110 or the rules in effect on the date that termination is sought, or (2) until the  
18 Site Certificate is revoked pursuant to ORS 469.440 and OAR 345-029-0100 or the  
19 statutes and rules in effect on the date that revocation is ordered. ORS 469.401(1).  
20
- 21 3. This Site Certificate does not address, and is not binding with respect to, matters that  
22 were not addressed in the Council's Final Orders. These matters include, but are not  
23 limited to: building code compliance; wage, hour and other labor regulations; local  
24 government fees and charges; other design or operational issues that do not relate to  
25 siting the Summit Project; and permits issued under statutes and rules for which the  
26 decision on compliance has been delegated by the federal government to a state agency  
27 other than the Council. ORS 469.401(4) and 469.503(3). [Amendment No. 1]  
28
- 29 4. Both the State and the certificate holder shall abide by local ordinances and state law and  
30 the rules of the Council in effect on the date this Site Certificate is executed. In addition,  
31 upon a clear showing of a significant threat to the public health, safety or the environment  
32 that requires application of later-adopted laws or rules, the Council may require  
33 compliance with such later-adopted laws or rules. ORS 469.401(2).  
34
- 35 5. For a permit, license or other approval addressed in and governed by this Site Certificate,  
36 the certificate holder shall comply with applicable state and federal laws adopted in the  
37 future to the extent that such compliance is required under the respective state agency  
38 statutes and rules. ORS 469.401(2).  
39
- 40 6. Subject to the conditions herein, this Site Certificate binds the State and all counties,  
41 cities and political subdivisions in this state as to the approval of the site and the

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<sup>1</sup> Summit submitted a Third Request for amendment in April 2004, requesting extension of construction deadlines. They later asked that the extension request be placed on hold because construction within the original deadline was likely. Therefore, the "Fourth Request", if granted in final form, would become only the Third Amendment.

1 construction, operation and retirement of the Summit Project as to matters that are  
2 addressed in and governed by this Site Certificate. ORS 469.401(3).

- 3
- 4 7. Each affected state agency, county, city and political subdivision in the State with  
5 authority to issue a permit, license or other approval addressed in or governed by this Site  
6 Certificate shall, upon submission of the proper application and payment of the proper  
7 fees, but without hearings or other proceedings, issue such permit, license or other  
8 approval subject only to conditions set forth in this Site Certificate. ORS 469.401(3).  
9
- 10 8. After issuance of this Site Certificate, each state agency or local government agency that  
11 issues a permit, license or other approval for the Summit Project shall continue to  
12 exercise enforcement authority over such permit, license or other approval. ORS  
13 469.401(3).  
14
- 15 9. After issuance of this Site Certificate, the Council shall have continuing authority over  
16 the site and may inspect, or direct the Department to inspect, or request another state  
17 agency or local government to inspect, the site at any time in order to assure that the  
18 Summit Project is being operated consistently with the terms and conditions of this Site  
19 Certificate. ORS 469.430.  
20

21 **C. SITE DESCRIPTION**

22  
23 **C.1. FACILITY**

24  
25 **C.1.a. The Energy Facility**

26 **Major Structures and Equipment.** The Summit Project would consist of two Siemens  
27 Westinghouse F-Class 170-MW combustion turbine generators (“CTG”), two heat recovery  
28 steam generators (“HRSG”) with duct burners, one Siemens Westinghouse 180-MW steam  
29 turbine generator (“STG”), a de-aerating surface condenser, a bank of mechanical draft wet  
30 cooling towers, and supporting equipment. The exhaust gas from each CTG would be routed to a  
31 triple-pressure HRSG to generate steam for the STG. Duct firing, or “power augmentation”,  
32 would be provided in the HRSGs and would be used to supplement steam generation capacity  
33 during conditions under which exhaust energy from the CTGs declines. Steam from the HRSGs  
34 would be directed to a condensing STG that will produce approximately 180 MW. The CTGs,  
35 HRSGs, and STG would be housed within a turbine hall. [amendment 3]  
36

37 The certificate holder shall use one of two alternative wastewater disposal methods. In the event  
38 that the certificate holder elects to employ a brine crystallizer wastewater disposal system, the  
39 Summit Project would achieve zero discharge of process wastewater by installing a brine  
40 crystallizer system on the energy facility site. This system would treat concentrated brine from  
41 the circulating water treatment plant. This treatment plant would be an advanced system,  
42 designed to recover essentially all water for reuse and to direct the waste stream to the brine  
43 crystallizer for treatment. The concentrated brine would have high concentrations of total solids  
44 and other nonhazardous constituents. The typical flow rate would be about 385 gallons per  
45 minute. Concentrated brine solids would be shipped to a regulated landfill site for disposal.  
46

1 Two storage ponds would be constructed on the energy facility site to provide for temporary  
2 storage of wastewater in the event the brine crystallizer were to become inoperative. One pond  
3 would be about 2.71 acres; the other would be about 0.9 acres. The ponds would be constructed  
4 with double liners to protect against seepage of wastewater. When the brine crystallizer is  
5 operational, any wastewater stored in these ponds would be recirculated back to the brine  
6 crystallizer system for treatment. Summit/Westward does not plan to use the storage ponds for  
7 long-term storage of concentrated brine.  
8

9 In the event that the certificate holder elects to dispose of wastewater to the Port for discharge to  
10 the Columbia River, such disposal will occur pursuant to the Port's National Pollutant Discharge  
11 Elimination System Permit. This alternative may allow for a reduction in the capacity of the  
12 wastewater storage ponds described above, may allow for a reduction in the number of storage  
13 ponds from two to one, and would convert the use of the ponds from temporary storage to  
14 continuous storage when the plant is in operation. [amendment 2]  
15

16 The Summit Project must comply with air emissions standards that are administered by DEQ  
17 under a delegation from the U.S. Environmental Protection Agency.  
18

19 Fuel for the plant would be natural gas, delivered to the site via interconnection with the existing  
20 Kelso-Beaver Pipeline, a 20-inch natural-gas pipeline located about one-half mile west of the  
21 Project site (the "K-B Pipeline"). The K-B Pipeline is connected to the Williams interstate  
22 pipeline in Washington.  
23

24 The Summit Project would interconnect with the transmission grid at the Bonneville Power  
25 Administration ("BPA") Allston Substation, located about 10 miles south of the Summit Project  
26 site, by means of 230-kilovolt ("KV") transmission line to be erected by PGE after approval of  
27 the Site Certificate for the PWGP.  
28

29 As an alternative to the interconnection described above, the Summit Project would interconnect  
30 with the transmission grid at the proposed Bradbury Substation to be constructed by Clatskanie  
31 People's Utility District ("CPUD"), which would be located within the adjacent laydown area for  
32 the Summit Project. Under this alternative, CPUD would also construct a 230 kV line to connect  
33 the Bradbury Substation to the CPUD's existing 230 kV Wauna Substation. The Wauna  
34 Substation is interconnected to the BPA 230 kV transmission grid through the BPA Driscoll  
35 switchyard. [Amendment No. 1]  
36

37 The generating plant and related or supporting facilities would occupy about 20 acres of a  
38 53-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).  
44

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. This is  
4 "power augmentation" as that term is defined in Council rules under OAR chapter 345, divisions  
5 1 and 24. [amendment 3]  
6

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

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

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

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

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

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

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

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

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

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

21 **Electric Transmission Line.** The Summit Project has two options for delivering electric power  
22 to the regional grid, as described below. The certificate holder shall choose one option prior to  
23 beginning construction. [Amendment No. 1]  
24

25 Under one option, the Summit Project would deliver electric power to the regional grid at the  
26 BPA Allston Substation by interconnecting with a 230-kV transmission line to be erected by  
27 PGE after issuance of an approved site certificate for the PWGP. PGE would install a 230-kV  
28 circuit that terminates on a "dead-end" structure on the Summit Project site. Summit/Westward  
29 would construct a single-circuit 230-kV transmission line, about 1,000 feet long, entirely on the  
30 53-acre parcel it has leased from the Port, to establish a connection between the energy facility  
31 collector yard and the PGE "dead-end" structure (the "Summit/Westward on-site electrical  
32 transmission line"). This transmission line would be located entirely on the Summit Project site  
33 and would require no off-site right-of-way. [Amendment No. 1].  
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.  
45

1 As a related or supporting facility for which PGE will provide permitting and construction  
2 services, the site certificate for the Summit/Westward Project’s transmission line is a “third-party  
3 permit.” 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, dated October 3, 2002, approving this Site Certificate.  
6 [Amendment No. 1]  
7

8 As an alternative to the transmission described above, the Summit Project would interconnect  
9 with the transmission grid at the proposed Bradbury Substation that CPUD would construct.  
10 Under this alternative, CPUD would also construct a 230 kV line to connect the Bradbury  
11 Substation to the CPUD’s existing 230 kV Wauna Substation. The Bradbury Substation would  
12 serve as the Summit Project’s first point of interconnection with the grid once CPUD completes  
13 construction of the interconnecting transmission line to the Wauna Substation. The Wauna  
14 Substation is interconnected to the BPA 230 kV transmission grid through the BPA Driscoll  
15 switchyard. CPUD would construct the Bradbury Substation within the adjacent laydown area  
16 for the Summit Project when Summit no longer needs use of that portion of the area, and CPUD  
17 would construct an access road from the Summit Project to the Bradbury Substation. [Amendment  
18 No. 1]  
19

20 This alternative would also involve an alternative electric transmission line that the Certificate  
21 Holder would construct from the Summit Project to the Bradbury Substation as a related or  
22 supporting facility. The line would be about 300 feet long and would not require any poles or  
23 towers outside of the energy facility site. The alternative electric transmission line would  
24 originate at the Summit Project energy facility site and connect to the Bradbury Substation on  
25 land within the laydown area. [Amendment No. 1]  
26

27 **Summit Wastewater Pipeline.** In the event that the certificate holder elects to dispose of  
28 wastewater to the Port for discharge to the Columbia River pursuant to the Port’s National  
29 Pollutant Discharge Elimination System Permit, process and cooling wastewater discharged from  
30 the energy facility will be conveyed to the Port through the Port’s wastewater pipeline, which  
31 will connect to the Summit wastewater pipeline at the site boundary. [amendment 2]  
32

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

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

35 The Summit Project site would be located at Port Westward on property owned by the Port. It is  
36 contained within the Port’s service boundaries. The site is located in Sections 15 and 22,  
37 Township 8 North, Range 4 West, Willamette Meridian, Columbia County, Oregon. It is about  
38 4.5 miles north of the town of Clatskanie, Oregon and 0.25 miles south of the Columbia River.  
39  
40

41 The parcel to be leased from the Port includes up to 53 acres, about 20 acres of which would be  
42 occupied by the Summit Project and switchyard. The Summit Project site is essentially flat, with  
43 an average elevation of approximately 25 feet above mean sea level.  
44

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

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

1  
2 **Natural Gas Pipeline Corridor.** The proposed natural-gas pipeline would be 16 inches in  
3 diameter and would interconnect with the existing K-B Pipeline near the existing PGE Beaver  
4 Generating Plant. The natural-gas pipeline would be located in a 25-foot right-of-way about  
5 5,100 feet long in existing roadways in Sections 15 and 22, Township 8 North, Range 4 West,  
6 Willamette Meridian, Columbia County, Oregon. The natural-gas pipeline corridor would  
7 occupy an area of about three acres.  
8

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

19 **Transmission Line Corridor.** One option for the-transmission line would interconnect with a  
20 “dead-end” structure to be erected on the Summit Project site about 1,000 feet east of the  
21 Summit Project collector yard. This transmission line option would be located in Section 22,  
22 Township 8 North, Range 4 West, Willamette Meridian, Columbia County, Oregon, and would  
23 require no off-site right-of-way. [Amendment No. 1]  
24

25 Should Summit/Westward elect the transmission alternative described above, the alternative  
26 electric transmission line would be about 300 feet long and would not require any poles or  
27 towers outside of the energy facility site. The alternative electric transmission line would  
28 originate at the Summit Project site and would connect to the Bradbury Substation on land within  
29 the laydown area. The transmission line would be located in Section 22, Township 8 North,  
30 Range 4 West, Willamette Meridian, Columbia County, Oregon, and could potentially require an  
31 off-site right-of-way. While the laydown area is currently owned by the Port and leased to  
32 Summit/Westward on a year-to-year basis, Summit/Westward has the option to extend the lease  
33 to coincide with the life of the Summit Project. Should Summit/Westward choose not to exercise  
34 its option to extend the lease for the laydown area, the Port has agreed to grant to  
35 Summit/Westward a utility line easement to allow transmission lines to cross from the Project to  
36 the Bradbury Substation. The transmission line corridor would be no more than 60 feet wide and  
37 the line would be no more than 125 feet high. [Amendment No. 1]  
38

39 **Summit Wastewater Pipeline.** In the event that the certificate holder elects to dispose of  
40 wastewater to the Port for discharge to the Columbia River pursuant to the Port’s National  
41 Pollutant Discharge Elimination System Permit, the proposed Summit wastewater pipeline will  
42 connect to the Port’s wastewater collector pipeline at the site boundary. [amendment 2]  
43

1 **D. SPECIAL CRITERIA 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 Department 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 Department 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:

39  
40 (a) Submit to the Department a contract for transmission service requiring PGE/T to  
41 comply with any requirements imposed under the PWGP site certificate; or

42  
43 (b) In the event that the certificate holder elects to contract for transmission service  
44 with Clatskanie People’s Utility District (CPUD) such that electricity will be  
45 transmitted from the Summit Project to the Bradbury Substation, submit to the

1 Department a contract for transmission service with CPUD from the Bradbury  
2 Substation directly to the CPUD Wauna Substation. [Amendment No. 1]  
3

- 4 (8) The certificate holder shall not begin operation of the energy facility until:  
5  
6 (a) In the event that the certificate holder elects to contract for transmission service  
7 with PGE/T, the Port Westward to BPA Allston Substation Transmission Line is  
8 constructed in compliance with the PWGP site certificate, which contains  
9 severable conditions for the segment of the transmission line between the energy  
10 facility and the BPA Allston Substation; or [Amendment No. 1]  
11  
12 (b) In the event that the certificate holder elects to contract for transmission service  
13 with CPUD such that electricity will be transmitted from the Summit Project to  
14 the Bradbury Substation, the Bradbury Substation and the transmission line from  
15 the Bradbury Substation to the CPUD Wauna Substation are constructed.  
16 [Amendment No. 1]  
17  
18 (9) In the event that the certificate holder elects to contract for transmission service with  
19 PGE/T, the certificate holder shall apply to amend its site certificate to include the  
20 Summit Project to BPA Allston Substation Transmission Line if PGE, or any successor-  
21 in-interest, allows the PWGP site certificate to expire. [Amendment No. 1]  
22  
23  
24 (10) The certificate holder shall not commence operation until the Port has completed  
25 construction of its wastewater disposal system and outfall project, if Westward Energy  
26 chooses this wastewater disposal alternative. [amendment No. 2]  
27

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

- 29 (1) Two years before closure of the energy facility and following consultation with the Port  
30 of St. Helens or other future owners of the facility site, the certificate holder shall submit  
31 to the Department a proposed final retirement plan for the facility and site, pursuant to  
32 OAR 345-027-0110, including:  
33  
34 (a) A plan for retirement that provides for completion of retirement within two years  
35 of permanent cessation of operation of the facility and that protects the public  
36 health and safety and the environment;  
37  
38 (b) A description of actions the certificate holder proposes to take to restore the site to  
39 a useful, nonhazardous condition, including options for postretirement land use  
40 [see Section D.7, Fish and Wildlife Habitat, Condition (17)]; information on how  
41 it would minimize impacts to fish, wildlife and the environment during the  
42 retirement process; and measures it would take to protect the public against risk or  
43 danger resulting from postretirement site conditions; and  
44

1 (c) A current detailed cost estimate, a comparison of that estimate with the dollar  
2 amount of the bond or letter of credit required by condition (4), and a plan for  
3 ensuring the availability of adequate funds for completion of retirement.  
4

5 (2) The certificate holder shall retire the facility if the certificate holder permanently ceases  
6 construction or operation of the facility. The certificate holder shall retire the facility  
7 according to a final retirement plan approved by the Council, as described in OAR 345-  
8 027-0110, and prepared pursuant to Condition (1).  
9

10 (3) The certificate holder shall prevent the development of any conditions on the site that  
11 would preclude restoration of the site to a useful, nonhazardous condition to the extent  
12 that prevention of such site conditions is within the control of the certificate holder.  
13

14 (4) Before beginning construction of the facility, the certificate holder shall submit to the  
15 State of Oregon through the Council a bond or letter of credit in the amount of  
16 \$3,926,000 (in 2004 dollars as of the first quarter) naming the State of Oregon, acting by  
17 and through the Council, as beneficiary or payee.  
18

19 (a) If the certificate holder finances energy facility construction in two phases, then  
20 before construction of Phase 1 the certificate holder shall submit a bond or letter  
21 of credit in the amount of \$3,048,000 in 2004 dollars as of the first quarter.  
22 Before beginning construction of Phase 2, the certificate holder shall increase the  
23 amount of the bond or letter of credit to \$3,926,000 in 2004 dollars as of the first  
24 quarter. [amendment 3]  
25

26 (b) The calculation of 2004 dollars as of the second quarter shall be made using the  
27 U.S. Gross Domestic Product Implicit Price Deflator, as published by the U.S.  
28 Department of Commerce, Bureau of Economic Analysis, or any successor  
29 agency (the "Index"). If, at any time, the Index is no longer published, the Council  
30 shall select a comparable calculation of 2004 dollars. The form of the bond or  
31 letter of credit and identity of the issuer shall be subject to approval by the  
32 Council.  
33

34 (c) The amount of the bond or letter of credit account shall increase annually by the  
35 percentage increase in the Index.  
36

37 (b) The certificate holder shall not revoke or reduce the bond or letter of credit before  
38 retirement of the facility without approval by the Council.  
39

40 (5) [This condition deleted under amendment 3]  
41

42 (6) Before beginning construction of the energy facility, the certificate holder shall  
43 implement the construction-phase materials management and monitoring plan that  
44 addresses the handling of hazardous substances and non-hazardous materials, as outlined  
45 in Exhibit G of the Application for Site Certificate. For the purpose of this condition and

1 Conditions (7), (9), (10), and (11) below, the terms “release” and “hazardous substances”  
2 shall have the meanings set forth at ORS 465.200.  
3

4 (7) Before beginning operation of the energy facility, the certificate holder shall implement  
5 the operation-phase materials management and monitoring plan that addresses the  
6 handling of hazardous substances and non-hazardous materials, as outlined in Exhibit G  
7 of the Application for Site Certificate.  
8

9 (8) Not later than 10 years after the date of commercial operation of the facility and every  
10 10 years thereafter during the life of the energy facility, the certificate holder shall  
11 complete an independent Phase I Environmental Site Assessment of the energy facility  
12 site, in accordance with an accepted industry standard, such as ASTM Standard E1527.  
13 Within 30 days after its completion, the certificate holder shall deliver the Phase I  
14 Environmental Site Assessment report to the Department. *Note: “Phase I Assessment”*  
15 *refers to a type of assessment, not the phase of construction.*  
16

17 (9) In the event that any Phase I Environmental Site Assessment identifies improper handling  
18 or storage of hazardous substances or improper record-keeping procedures, the certificate  
19 holder shall correct such deficiencies within six months after completion of the  
20 corresponding Phase I Environmental Site Assessment. It shall promptly report its  
21 corrective actions to the Department. The Council shall determine whether the corrective  
22 actions are sufficient.  
23

24 (10) The certificate holder shall report any release of hazardous substances to the Department  
25 within one working day after the discovery of such release. This obligation shall be in  
26 addition to any other reporting requirements applicable to such a release.  
27

28 (11) If the certificate holder has not remedied a release consistent with applicable Oregon  
29 Department of Environmental Quality standards or if the certificate holder fails to correct  
30 deficiencies identified in the course of a Phase I Environmental Site Assessment within  
31 six months after the date the release becomes known or the date of completion of the  
32 Phase I Environmental Site Assessment, the certificate holder shall, within such six-  
33 month period, submit to the Council for its approval an independently prepared estimate  
34 of the remaining cost of remediation or correction.  
35

36 (a) Upon approval of an estimate by the Council, the certificate holder shall increase  
37 the amount of its bond or letter of credit by the amount of the estimate.  
38

39 (b) In no event, however, shall the certificate holder be relieved of its obligation to  
40 exercise all due diligence in remedying a release of hazardous substances or  
41 correcting deficiencies identified in the course of a Phase I Environmental Site  
42 Assessment.  
43

1 (12) All funds received by the certificate holder from the salvage of equipment and buildings  
2 shall be committed to the restoration of the energy facility site to the extent necessary to  
3 fund the approved site restoration and remediation.  
4

5 (13) If the Council finds that the certificate holder has permanently ceased construction or  
6 operation of the facility without retiring the facility according to a final retirement plan  
7 approved by the Council, as described in OAR 345-027-0110 and prepared pursuant to  
8 Condition (1), the Council shall notify the certificate holder and request that the  
9 certificate holder submit a proposed final retirement plan to the Department within a  
10 reasonable time not to exceed 90 days.  
11

12 (a) If the certificate holder does not submit a proposed final retirement plan by the  
13 specified date or if the Council rejects the retirement plan that the certificate  
14 holder submits, the Council may direct the Department to prepare a proposed a  
15 final retirement plan for the Council's approval.  
16

17 (b) Upon the Council's approval of the final retirement plan prepared pursuant to  
18 subsection (a), the Council may draw on the bond or letter of credit described in  
19 Condition (4) and shall use the funds to restore the site to a useful, non-hazardous  
20 condition according to the final retirement plan, in addition to any penalties the  
21 Council may impose under OAR Chapter 345, Division 29.  
22

23 (c) If the amount of the bond or letter of credit is insufficient to pay the actual cost of  
24 retirement, the certificate holder shall pay any additional cost necessary to restore  
25 the site to a useful, non-hazardous condition.  
26

27 (d) After completion of site restoration, the Council shall issue an order to terminate  
28 the site certificate if the Council finds that the facility has been retired according  
29 to the approved final retirement plan.  
30

31 **D.4. LAND USE**

32 (1) The certificate holder shall ensure that any signs used on the facility site comply with  
33 requirements of Columbia County Zoning Ordinance §1300 applicable to industrial  
34 districts.  
35

36 (2) The certificate holder shall provide for parking and loading spaces in compliance with the  
37 requirements of Columbia County Zoning Ordinance §1400, except as otherwise noted in  
38 Section VI of Attachment E of the Final Order, dated October 3, 2002, approving the Site  
39 Certificate, regarding variances. [Amendment No. 1]  
40

41 **D.5. SOIL PROTECTION**

42 (1) Before beginning construction of the facility, the certificate holder shall obtain a 1200-C  
43 storm water discharge permit from the Oregon Department of Environmental Quality.  
44

- 1 (2) Before beginning construction of the facility, the certificate holder shall require its  
2 general contractor to develop and implement a Storm Water Pollution Prevention Plan,  
3 substantially similar to the one proposed at Appendix O-1 of the ASC.  
4
- 5 (3) Upon completion of construction of the facility and upon retirement of the facility, the  
6 certificate holder shall restore vegetation to the extent practicable and shall landscape  
7 portions of the site disturbed by construction and retirement in a manner compatible with  
8 the surroundings and proposed use. [Amendment No. 1]  
9
- 10 (4) The certificate holder shall confine construction of related or supporting pipelines to  
11 existing roadways, except where explicitly noted.  
12
- 13 (5) The certificate holder shall implement a Spill Prevention Control and Countermeasure  
14 plan that complies with 40 CFR 112. A copy of this plan shall be available at the site for  
15 review at all times during working hours.  
16
- 17 (6) The certificate holder shall ensure that ammonia handling facilities have continuous tank  
18 level monitors, temperature and pressure monitors, alarms, check valves, and emergency  
19 block valves. The certificate holder shall ensure that the ammonia storage tank has double  
20 containment and the piping from the tank is double-walled.  
21
- 22 (7) The certificate holder shall store diesel oil in a commercially manufactured system with  
23 internal spill controls and secondary containment.  
24
- 25 (8) The certificate holder shall equip all chemical storage tanks and locations storing large  
26 quantities of hazardous materials with secondary containment constructed of concrete or  
27 asphalt with berms around the perimeter. The secondary containment areas shall hold the  
28 volume of the largest tank or container in the area. In sizing the containment area, the  
29 certificate holder shall take into account rainfall that might accumulate during the 100-  
30 year-frequency rain event. The certificate holder or its primary contractor shall develop  
31 written procedures for each containment area.  
32
- 33 (9) The energy facility shall be equipped with high-efficiency drift eliminators with a drift  
34 rate of .0006 percent of the total cooling tower flow rate.  
35

36 **D.6. PROTECTED AREAS**

37 [No conditions]  
38

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

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

- 1  
2 (a) Implementing a Worker Environmental Awareness Program as described in  
3 Exhibit Q, page Q-26.  
4  
5 (b) Minimizing road construction and vehicle use where possible.  
6  
7 (c) Posting speed limit signs throughout the construction zone.  
8  
9 (d) Instructing all construction personnel, including all construction contractors and  
10 their personnel, on sensitive wildlife of the area and on required precautions to  
11 avoid injuring or destroying wildlife.  
12  
13 (e) Instructing all construction personnel, including all construction contractors and  
14 their personnel, to be cautious of wildlife while driving through the facility site, to  
15 maintain reasonable driving speeds so as not to harass or accidentally strike  
16 wildlife, and to be particularly cautious and drive at slower speeds in the period  
17 from one hour before sunset to one hour after sunrise, when some wildlife species  
18 are the most active.  
19  
20 (f) Requiring all construction personnel, including all construction contractors and  
21 their personnel, to report any injured or dead wildlife detected at the facility site.  
22
- 23 (2) The certificate holder shall site and construct the energy facility and either the  
24 Summit/Westward on-site electrical transmission line or the alternate electric  
25 transmission line to minimize impacts to vegetation and habitat. The energy facility and  
26 related or supporting facilities shall be located within disturbed Habitat Category 6,  
27 Habitat Category 4 palustrine emergent wetlands and drainage ditches, and Habitat  
28 Category 3 tame pastureland and perennial grassland. [Amendment No. 1]  
29
- 30 (3) The certificate holder shall design and site any on-site transmission towers to minimize  
31 potential impacts to raptors and waterfowl, following the Avian Power Line Interaction  
32 Committee Guidelines. [Amendment No. 1]  
33
- 34 (4) Before beginning construction of the facility, and in the appropriate season, the certificate  
35 holder shall conduct wildlife surveys within 0.25 mile of the site to locate raptor nest sites  
36 and great blue heron rookeries. Should nests or rookeries be located, the certificate holder  
37 shall consult with ODFW to determine the action necessary to avoid adverse impacts. If  
38 impacts cannot be avoided, the certificate holder shall complete a mitigation project  
39 approved by ODFW that meets the requirements of the habitat mitigation policy for “no  
40 net loss.”  
41
- 42 (5) The certificate holder shall ensure that the water supply pipeline and well system are  
43 installed during the osprey’s non-nesting season, *i.e.*, the period from October 1 through  
44 March 30. If construction of the facility occurs within the nesting season, the certificate  
45 holder shall relocate the existing osprey nest platform to an ODFW-approved location.

- 1  
2 (6) The certificate holder shall avoid or minimize impacts to raptors by conducting  
3 preconstruction surveys within the analysis area and establishing a construction buffer  
4 around raptor nests during the nesting season, as approved by ODFW. If avoidance is not  
5 practical for nonlisted threatened or endangered raptor species, the certificate holder shall  
6 complete a mitigation project approved by ODFW that meets the requirements of the  
7 habitat mitigation policy for “no net loss.”  
8
- 9 (7) The certificate holder shall restore temporary upland disturbance areas by returning the  
10 areas to their original grade and seeding, with appropriate seed mixes as recommended by  
11 ODFW and as shown in Table 2 (ASC, Exhibit P, Appendix P-1, page 6). The certificate  
12 holder shall obtain ODFW concurrence before making any changes to the proposed seed  
13 mix.  
14
- 15 (8) To mitigate for 0.48 acre of impact to emergent and scrub-shrub wetland, the certificate  
16 holder shall create 0.75 acre of wetland on the facility site.  
17
- 18 (9) Before beginning construction of the facility, to mitigate for Category 3 habitat types that  
19 would be permanently disturbed by the facility, the certificate holder shall protect, on a  
20 one-to-one basis, a corresponding number of acres of in-kind and in-proximity habitat by  
21 execution of a conservation easement for the life of the facility on the adjacent Pereira  
22 property. The certificate holder estimates that the proposed facility would permanently  
23 disturb about 20 acres of Category 3 habitat types. Before beginning construction of the  
24 facility, the certificate holder shall provide to the Department documentation showing the  
25 number of acres that will be permanently disturbed by the facility, a copy of the  
26 conservation easement or similar conveyance showing that, on a one-to-one basis, a  
27 corresponding number of acres of in-kind and in-proximity habitat will be protected for  
28 the life of the facility, and evidence that ODFW concurs with the alignment of the  
29 conservation easement, the allocation of plantings, and the certificate holder’s proposed  
30 mowing practices.  
31
- 32 (10) The certificate holder shall plant five acres of native trees and shrubs north of the railroad  
33 tracks within the conservation easement. The trees and shrubs shall be those listed on  
34 ASC, Exhibit P, Appendix P-1, Figure 4.4-2, plus western red cedar (*Thuja plicata*) and  
35 Douglas fir (*Pseudotsuga menziesii*). The density of the plantings shall be as specified on  
36 Figure 4.4-2. The trees and shrubs shall be planted in irregularly shaped blocks  
37 measuring at least 100 feet by 100 feet, which are spaced no greater than 200 feet apart.  
38 The blocks shall be planted within an area extending from the railroad tracks at the  
39 southern end of the field to the access road along the northern end of the field. The blocks  
40 shall be concentrated along the western fence line to provide a travel corridor for  
41 Columbian white-tailed deer.  
42
- 43 (11) The certificate holder shall plant trees and shrubs in the conservation easement before  
44 March 31 after execution of the conservation easement and shall observe the following  
45 minimum requirements:

- 1  
2 (a) Trees and shrubs can be bare root or containerized stock.  
3  
4 (b) All trees and shrubs shall be watered immediately after planting.  
5  
6 (c) Vexar® seedling protectors or an equivalent method shall be used to protect all  
7 trees from rodent damage.  
8  
9 (d) A polypropylene fabric weed barrier or mulch shall be placed around the base of  
10 every tree following planting.  
11  
12 (e) Each of the planted blocks shall be weeded for three years.  
13  
14 (12) During the month of September and following the execution of the conservation  
15 easement as described in Condition (9) above, the certificate holder shall use a flail  
16 mower to mow between each of the blocks within the conservation easement in the area  
17 to the north of the railroad tracks. The field to the south of the railroad tracks shall also be  
18 mowed during the month of September following execution of the conservation  
19 easement. Mowing within the southern field shall focus on controlling new growth of  
20 Himalayan blackberry (*Rubus discolor*) and shall not adversely affect established  
21 blackberry stands or native trees and shrubs.  
22  
23 (13) The certificate holder shall monitor the conservation easement and revegetated areas for a  
24 period of five years after the execution of the conservation easement and shall ensure that  
25 new vegetation has an 80 percent survival rate.  
26  
27 (14) The certificate holder shall monitor and control nuisance and invasive plant species  
28 within the conservation easement annually for a period of five years after the execution of  
29 the conservation easement in areas where vegetation removal and/or revegetation has  
30 occurred.  
31  
32 (15) During each year of the five-year monitoring period, the certificate holder shall submit an  
33 annual monitoring report to ODFW by December 1. Within 30 days after completion of  
34 seeding/planting of the conservation easement, the certificate holder shall prepare and  
35 submit to the Department, ODFW, and U.S. Fish and Wildlife Service (“USFWS”) an as-  
36 built report.  
37  
38 (16) If the certificate holder is not successful at establishing appropriate plant cover in the  
39 conservation easement, the Department may require the certificate holder to take  
40 remedial actions.  
41  
42 (17) Upon retirement of the facility, the certificate holder shall restore the energy facility site  
43 to its preconstruction condition or, in the event the certificate holder restores the energy  
44 facility site for use by another industrial facility, the certificate holder shall maintain the  
45 conservation easement in effect until the year 2100.

1  
2 **D.8. THREATENED AND ENDANGERED SPECIES**

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

10  
11 (2) The certificate holder shall seed disturbed areas with a seed mix approved by ODFW.

12  
13 (3) The certificate holder shall implement a Worker Environmental Awareness Program  
14 (ASC, Exhibit Q, page Q-26).

15  
16 (4) The certificate holder shall perform no in-water construction within the Columbia River  
17 or its tributaries.

18  
19 **D.9. CARBON DIOXIDE STANDARD FOR BASE LOAD GAS PLANTS**

20 (1) Before beginning construction of the facility, the certificate holder shall submit to The  
21 Climate Trust a bond or letter of credit in the amount of the monetary path payment  
22 requirement (in 2002 dollars) as determined by the calculations set forth in Condition (3)  
23 and based on the estimated heat rates and capacities certified pursuant to Condition (4)  
24 and as adjusted in accordance with the terms of this Site Certificate pursuant to Condition  
25 (3)(c). For the purposes of this Site Certificate, the “monetary path payment requirement”  
26 means the offset funds determined pursuant to OAR 345-024-0550 and -0560 and the  
27 selection and contracting funds that the certificate holder must disburse to The Climate  
28 Trust, as the qualified organization, pursuant to OAR 345-024-0710 and this Site  
29 Certificate. The offset fund rate for the monetary path payment requirement shall be  
30 \$0.85 per ton of carbon dioxide (in 2002 dollars). The calculation of 2002 dollars shall be  
31 made using the Index set forth in Condition D.3(4)(a) and as required below in  
32 subsection (g).

33  
34 (a) The form of the bond or letter of credit and identity of the issuer shall be subject  
35 to approval by the Council.

36  
37 (b) The form of the Memorandum of Understanding (“MOU”) between the certificate  
38 holder and The Climate Trust establishing the disbursement mechanism to  
39 transfer selection and contracting funds and offset funds to The Climate Trust  
40 shall be substantially in the form of Attachments A-1 or A-2 to this site  
41 certificate. Attachment A-1 is an MOU for use with a letter of credit. Attachment  
42 A-2 is an MOU for use with a bond as security. The certificate holder shall use  
43 the appropriate MOU depending on whether it chooses to provide a letter of credit  
44 or a bond as security. The certificate holder shall enter into the appropriate MOU  
45 with The Climate Trust before beginning construction of the facility.[amendment 3]

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

- 1  
2 (2) The certificate holder shall disburse to The Climate Trust offset funds and selection and  
3 contracting funds as requested by The Climate Trust. The certificate holder shall make  
4 disbursements in response to requests from The Climate Trust in accordance with  
5 subsections (a), (b), and (c).  
6
- 7 (a) The certificate holder shall disburse all selection and contracting funds to The  
8 Climate Trust upon request of The Climate Trust in accordance with the terms of  
9 the MOU. [amendment 3]  
10
- 11 (b) If the certificate holder has provided a letter of credit as security for the offset  
12 funds, upon notice pursuant to subsection (c), The Climate Trust may request  
13 from the issuer of the letter of credit the full amount of all offset funds available  
14 or it may request partial payment of offset funds at its sole discretion.  
15 Notwithstanding the specific amount of any contract to implement an offset  
16 project, The Climate Trust may request up to the full amount of offset funds the  
17 certificate holder is required to provide to meet the monetary path payment  
18 requirement. [amendment 3].  
19
- 20 (c) The Climate Trust may request disbursement of offset funds pursuant to  
21 subsection (b) by providing notice to the issuer of the letter of credit that The  
22 Climate Trust has executed a letter of intent to acquire an offset project. The  
23 certificate holder shall require that the issuer of the letter of credit disburse offset  
24 funds to The Climate Trust within three business days of a request by The Climate  
25 Trust for the offset funds in accordance with the terms of the letter of credit.  
26 [amendment 3]  
27
- 28 (d) If the certificate holder has provided a bond as security for the offset funds, upon  
29 notice pursuant to subsection (e), The Climate Trust may request from the  
30 certificate holder the full amount of all offset funds available or it may request  
31 partial payment of offset funds at its sole discretion. Notwithstanding the specific  
32 amount of any contract to implement an offset project, The Climate Trust may  
33 request up to the full amount of offset funds the certificate holder is required to  
34 provide to meet the monetary path requirement. [amendment 3]  
35
- 36 (e) The Climate Trust may request disbursement of offset funds pursuant to  
37 subsection (d) by providing notice to the certificate holder that The Climate Trust  
38 has executed a letter of intent to acquire an offset project and by providing an  
39 invoice to the certificate holder for the offset funds. [Amendment 3]  
40
- 41 (A) The certificate holder shall disburse offset funds to The Climate Trust in  
42 the amount requested within ten business days of the certificate holder's  
43 next scheduled construction draw, but in no case to exceed 40 calendar  
44 days from the date of the invoice. [Amendment 3]  
45

1 (B) The certificate holder shall provide The Climate Trust with a schedule  
2 listing the dates for receipt of invoices prior to each construction draw and  
3 the dates for each construction draw. [Amendment 3]  
4

5 (C) If, in addition to providing written notification that The Climate Trust has  
6 executed a letter of intent to sign an offset contract, The Climate Trust  
7 provides written notification to the certificate holder certifying that the  
8 receipt of offset funds within five business days is important to the timely  
9 implementation of the offset project, the certificate holder shall disburse to  
10 The Climate Trust the amount of offset funds requested within five  
11 business days of the receipt of such notice. [Amendment 3]  
12

13 (f) If the certificate holder has provided a bond as security for the offset funds and  
14 the certificate holder fails to disburse offset funds within the time limits of  
15 subsection (e), the full penal amount of the bond shall become payable  
16 immediately upon demand by The Climate Trust. The full penal amount means all  
17 offset funds that the certificate holder is required to disburse to The Climate Trust,  
18 taking into account any previous disbursements, but irrespective of a partial  
19 payment that may have been requested pursuant to subsection (d). [Amendment 3]  
20

21 (3) The certificate holder shall submit all monetary path payment requirement calculations to  
22 the Department for verification in a timely manner before submitting a bond or letter of  
23 credit for Council approval and before entering into an MOU with The Climate Trust.  
24 The certificate holder shall use the contracted design parameters for capacities and heat  
25 rates that it reports pursuant to Condition (4) to calculate the estimated monetary path  
26 payment requirement, along with the estimated annual hours of operation with operate  
27 power augmentation technologies. The certificate holder shall use the Year One  
28 Capacities and Year One Heat Rates that it reports for the facility pursuant to Condition  
29 (5) to calculate whether it owes additional monetary path payments.  
30

31 (a) The net carbon dioxide emissions rate for the base load gas plant shall not exceed  
32 0.675 pounds of carbon dioxide per kilowatt-hour of net electric power output,  
33 with carbon dioxide emissions and net electric power output measured on a new  
34 and clean basis, as defined in OAR 345-001-0010.  
35

36 (b) If the certificate holder uses power augmentation technologies, as defined in  
37 Council rules, the net carbon dioxide emissions rate for incremental emissions for  
38 the facility operating with power augmentation technologies that increase the  
39 capacity and heat rate of the facility above the capacity and heat rate that it can  
40 achieve as a base load gas plant shall not exceed 0.675 pounds of carbon dioxide  
41 per kilowatt-hour of net electric power output, with carbon dioxide emissions and  
42 net electric power output measured on a new and clean basis adjusted for the  
43 average temperature, barometric pressure and relative humidity at the site during  
44 the times of the year when the site certificate holder intends to operate the facility,  
45 as the Department may modify such basis pursuant to Condition (4)(d).  
46 [amendment 3]

- 1  
2 (c) When the certificate holder submits the Year One Test reports required in  
3 Condition (5), it shall increase its monetary path payments if the calculation using  
4 reported data shows that the adjusted monetary path payment requirement exceeds  
5 the monetary path payment requirement for which the certificate holder had  
6 provided a bond or letter of credit prior to beginning construction, pursuant to  
7 Condition (1). The certificate holder shall submit its calculations to the  
8 Department of Energy for verification.  
9
- 10 (A) The certificate holder shall make the appropriate calculations and fully  
11 disburse any increased funds directly to The Climate Trust within 30 days  
12 of filing the Year One Test reports.  
13
- 14 (B) In no case shall the certificate holder diminish the bond or letter of credit it  
15 provided before beginning construction or receive a refund from The  
16 Climate Trust based on the calculations made using the Year One  
17 Capacities and the Year One Heat Rates.  
18
- 19 (4) The certificate holder shall include an affidavit certifying the heat rates and capacities  
20 reported in subsections (a) and (b).  
21
- 22 (a) Before beginning construction of the facility, the certificate holder shall notify the  
23 Council in writing of its final selection of a gas turbine vendor and heat recovery  
24 steam generator vendor and shall submit written design information to the  
25 Council sufficient to verify the base load gas plant's designed new and clean heat  
26 rate (higher heating value) and its net power output at the average annual site  
27 condition.  
28
- 29 (b) Before beginning construction of the energy facility, the certificate holder shall  
30 submit written design information to the Council sufficient to verify the facility's  
31 designed new and clean heat rate and its net power output at the average  
32 temperature, barometric pressure and relative humidity at the times the certificate  
33 holder intends to operate with duct burning or other power augmentation.  
34 [amendment 3]  
35
- 36 (c) If the certificate holder reports pursuant to subsection (b) that the Project will use  
37 power augmentation technologies, before beginning construction of the energy  
38 facility, the certificate holder shall specify the estimated annual average hours that  
39 it will operate the power augmentation technologies. [amendment 3]  
40
- 41 (d) If the Project uses power augmentation technologies, upon a timely request by the  
42 certificate holder, the Department may approve modified parameters for testing  
43 the power augmentation technologies on a new and clean basis, pursuant to OAR  
44 345-024-0590(1). The Department's approval of modified testing parameters for  
45 power augmentation technologies shall not require a Site Certificate amendment.  
46 [amendment 3]

- 1  
2 (5) Within the first 12 months of commercial operation of the facility, the certificate holder  
3 shall conduct a 100-hour test at full power without power augmentation technologies  
4 (“Year One Test-1”) and, if appropriate, a test at full power with power augmentation  
5 technologies (“Year One Test-2”). A 100-hour test performed for purposes of the  
6 certificate holder’s commercial acceptance of the facility shall suffice to satisfy this  
7 condition in lieu of testing after beginning commercial operation.  
8  
9 (a) Year One Test-1 shall determine the actual heat rate (“Year One Heat Rate-1”) and the net electric power output (“Year One Capacity-1”) on a new and clean  
10 basis, without degradation, with the results adjusted for the average annual site  
11 condition for temperature, barometric pressure, and relative humidity, and using a  
12 rate of 117 pounds of carbon dioxide per million Btu of natural gas fuel pursuant  
13 to OAR 345-001-0010(35).  
14  
15 (b) If appropriate, Year One Test-2 shall determine the actual heat rate (“Year One  
16 Heat Rate-2”) and net electric power output (“Year One Capacity-2”) for the  
17 facility operating with power augmentation technologies, without degradation,  
18 with the results adjusted for the average site condition for temperature, barometric  
19 pressure, and relative humidity at the times the certificate holder intends to  
20 operate power augmentation technologies, and using a rate of 117 pounds of  
21 carbon dioxide per million Btu of natural gas fuel pursuant to OAR 345-001-  
22 0010(35). The full power test shall be 100 hours’ duration unless the Department  
23 has approved a different duration pursuant to Condition (4)(d).  
24  
25 (c) The certificate holder shall notify the Department of Energy at least 60 days  
26 before conducting the tests required in sub-sections (a) and (b), as appropriate  
27 unless the certificate holder and the Department have mutually agreed that less  
28 notice will suffice. [amendment 3]  
29  
30 (d) Before conducting the tests required in subsections (a) and (b), as appropriate, the  
31 certificate holder shall, in a timely manner, provide to the Department a copy of  
32 the protocol for conducting the tests. The certificate holder shall not conduct the  
33 tests until the Department has approved the testing protocols. [amendment 3]  
34  
35 (e) Within two months after completing the Year One Test(s), the certificate holder  
36 shall provide to the Council a report of the results of the Year One Test(s).  
37  
38 (6) If calculations pursuant to Condition (7) demonstrate that the certificate holder must  
39 supplement its monetary path payments (“supplemental monetary path payment  
40 requirement”), the certificate holder shall provide a bond or letter of credit sufficient to  
41 meet the supplemental monetary path payment requirement within the time required by  
42 Condition (7)(b). The bond or letter of credit shall not be subject to revocation before  
43 disbursement of the supplemental monetary path payment requirement. Alternately, the  
44

1 certificate holder may disburse any such supplemental monetary path payments directly  
2 to The Climate Trust within the time required by the Condition (7). [amendment 3]  
3

4 (7) If the certificate holder uses power augmentation technologies, the certificate holder shall  
5 submit all supplemental monetary path payment requirement calculations to the  
6 Department for verification. The certificate holder shall use the Year One Capacity-2 and  
7 Year One Heat Rate-2 that it reports for the facility pursuant to Condition (5)(b) to  
8 calculate whether it owes supplemental monetary path payments, pursuant to subsections  
9 (a) and (b).

10  
11 (a) Each five years after beginning commercial operation of the facility (“five-year  
12 reporting period”), the certificate holder shall report to the Department the annual  
13 average hours the facility operated with power augmentation technologies during  
14 that five-year reporting period, pursuant to OAR 345-024-0590(6). The certificate  
15 holder shall submit five-year reports to the Department within 30 days of the  
16 anniversary date of beginning commercial operation of the facility.  
17

18 (b) If the Department determines that the facility exceeds the projected net total  
19 carbon dioxide emissions calculated pursuant to Conditions (4) and (5), prorated  
20 for five years, during any five-year reporting period described in subsection (a),  
21 the certificate holder shall offset excess emissions for the specific reporting period  
22 according to subsection (A) and shall offset the estimated future excess emissions  
23 according to subsection (B), pursuant to OAR 345-024-0600(4). The certificate  
24 holder shall offset excess emissions using the monetary path as described in OAR  
25 345-024-0710, except that selection and contracting funds shall equal 20 percent  
26 of the value of any offset funds up to the first \$250,000 (in 2002 dollars) and  
27 4.286 percent of the value of any offset funds in excess of \$250,000 (in 2002  
28 dollars). The certificate holder shall disburse the funds to The Climate Trust  
29 within 30 days after notification by the Department of the amount that the  
30 certificate holder owes.  
31

32 (A) In determining the excess carbon dioxide emissions that the certificate  
33 holder must offset for a five-year period, the Department shall apply OAR  
34 345-024-0600(4)(a). The certificate holder shall pay for the excess  
35 emissions at \$0.85 per ton of carbon dioxide emissions (in 2002 dollars).  
36 The Department shall notify the certificate holder and The Climate Trust  
37 of the amount of payment required, using the monetary path, to offset  
38 excess emissions.  
39

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

1 ton of carbon dioxide (in 2002 dollars). The Department shall notify the  
2 certificate holder of the amount of payment required, using the monetary  
3 path, to offset future excess emissions.  
4

- 5 (8) The combustion turbine for the base load gas plant and power augmentation technologies,  
6 as appropriate, shall be fueled solely with pipeline-quality natural gas or with synthetic  
7 gas with a carbon content per million Btu no greater than pipeline-quality natural gas.  
8
- 9 (9) After the certificate holder has complied with the conditions relating to the carbon  
10 dioxide standard before beginning construction, incremental increases in capacity and  
11 heat rate that otherwise fall within the limits specified in OAR 345-027-0050(2) do not  
12 require an amendment of the site certificate if the certificate holder complies substantially  
13 with Conditions (1) through (8) and (10), except as modified below, and if: [amendment 3]  
14
- 15 (a) The Council determines, pursuant OAR 345-027-0050, that the certificate holder  
16 does not otherwise require an amendment, and further provided that:  
17
- 18 (b) The certificate holder shall meet the appropriate carbon dioxide emissions  
19 standard and monetary offset rate in effect at the time the Council makes its  
20 determination pursuant to OAR 345-027-0050.  
21
- 22 (10) If the certificate holder begins construction of Phase 1, but not Phase 2, the certificate  
23 holder shall comply with conditions D.9(1) through D.9(9) for Phase 1. If the certificate  
24 holder later begins construction of Phase 2, the certificate holder shall comply with  
25 conditions D.9(1) through D.9(9) for Phase 2. [amendment 3]  
26

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

### 28 **E.1. INTRODUCTION**

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

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 Department and the Oregon Department of Geology and Mineral Industries

1 (“DOGAMI”) with the results of final site-specific geotechnical investigations and  
2 recommendations for 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 Department, 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 Department receives the notice,  
17 the 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) In the event that the certificate holder elects to employ a brine crystallizer wastewater  
9 disposal system, during operation of the energy facility, the certificate holder shall collect  
10 in temporary wastewater storage ponds any water discharged from the energy facility  
11 during periods when the brine crystallizer is not operational. When the brine crystallizer  
12 again becomes operational, all such wastewater shall be pumped back through the energy  
13 facility cooling system. In the event the temporary wastewater storage ponds become full  
14 and the brine crystallizer remains inoperable, the energy facility shall be shut down to  
15 prevent any overflow of the ponds. In the event that the certificate holder elects to  
16 dispose of wastewater to the Port for discharge to the Columbia River pursuant to the  
17 Port's National Pollutant Discharge Elimination System Permit, during operation of the  
18 energy facility the certificate holder shall collect in a wastewater storage pond or ponds  
19 any water discharged from the facility. Wastewater shall be discharged continuously  
20 during operation of the facility. Following retention and aeration in the storage pond or  
21 ponds, all such wastewater will then be delivered to the Port's system. In the event the  
22 wastewater storage pond or ponds become full and the Port's wastewater disposal system  
23 is unable to accept the wastewater, the energy facility shall be shut down to prevent any  
24 overflow of the ponds. [amendment 2]

25  
26 **F. OTHER APPLICABLE REGULATORY REQUIREMENTS: FINDINGS AND CONCLUSIONS**

27  
28 **F.1. REQUIREMENTS UNDER COUNCIL JURISDICTION**

29  
30 **F.1.a. Noise**

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

36  
37 (2) During construction of the energy facility, either the Summit/Westward on-site electrical  
38 transmission line or the alternate electric transmission line, or other related or supporting  
39 facilities, the certificate holder shall require contractors to equip all combustion engine-  
40 powered equipment with exhaust mufflers. [Amendment No. 1]

41  
42 (3) During construction of the energy facility, either the Summit/Westward on-site electrical  
43 transmission line or the alternate electric transmission line, or other related or supporting  
44 facilities, the certificate holder shall establish a complaint response system at the  
45 construction manager's office to address noise complaints. [Amendment No. 1]

- 1  
2 (4) Within six months after the start of commercial operation of the energy facility, the  
3 certificate holder shall retain a qualified noise specialist to measure noise levels  
4 associated with the energy facility operation when the facility is operating in a maximum  
5 noise mode. If the Summit/Westward Project is constructed in two phases, then the noise  
6 measurements shall be conducted within six months of the start of commercial operation  
7 of the first combustion turbine, and shall be repeated within six months after the start of  
8 the second combustion turbine. [amendment 3]  
9
- 10 (a) The specialist shall measure noise levels in Oregon at the nearest residence east of  
11 the facility and the nearest residence south of the facility to determine if actual  
12 noise levels are within the levels specified in the applicable noise regulations in  
13 OAR 345-035-0035(1)(b)(B)(i). Measurements shall be made in accordance with  
14 the procedures specified in ANSI S12.9-1993/Part 3, "Quantities and Procedures  
15 for Description and Measurement of Environmental Sound. Part 3: Short-Term  
16 Measurements with an Observer Present." The measurements shall be made  
17 during late-night hours when the ambient noise levels are lowest and weather  
18 conditions are generally best for sound propagation in the environment.  
19 Measurements shall be made only when the wind is either calm or when the wind  
20 is less than five miles per hour from the north or west.  
21
- 22 (b) If the equipment operating conditions or the atmospheric conditions required for  
23 measurements in (a) do not exist within the first six month of operation, an  
24 extension of time for the compliance measurements may, upon request, be granted  
25 by the Department.  
26
- 27 (c) The certificate holder shall report the results of the noise evaluation to the  
28 Department.  
29
- 30 (d) If actual noise levels do not comply with applicable DEQ regulations, the  
31 certificate holder shall take those actions necessary to comply with the regulations  
32 as soon as practicable. Additional mitigation measures required to gain  
33 compliance may include additional silencing of exhaust stacks and inlet air ducts,  
34 installation of barriers or enclosures around certain pieces of equipment,  
35 additional lagging of radiating surfaces and the use of additional seals at  
36 penetration points in the turbine building.  
37
- 38 (5) The certificate holder shall install on short duration noise sources, *e.g.*, steam and air  
39 vents, silencers that have a sufficient amount of insertion loss to ensure that noise created  
40 when those sources are operated under controlled conditions meets the applicable DEQ  
41 noise regulations at OAR chapter 340, division 35.  
42
- 43 (6) During construction and operation of the energy facility, the certificate holder shall  
44 enclose the natural gas and steam turbines within a metal building, enclose the main

1 pump area and gas valve area, and make use of air inlet and exhaust silencers at critical  
2 locations.

3  
4 **F.1.b. Wetlands**

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

12  
13 (2) Before beginning construction of the facility, the certificate holder shall submit to the  
14 Department a final mitigation plan approved by DSL.

15  
16 (3) The certificate holder shall comply with state laws and rules applicable to the removal-fill  
17 permit that are adopted in the future to the extent that such compliance is required under  
18 the respective statutes and rules.

19  
20 **F.1.c. Public Health and Safety**

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

29  
30 (2) The certificate holder shall design transmission lines so that alternating-current electric  
31 fields shall not exceed 9 kV per meter at one meter above the ground surface in areas  
32 accessible to the public.

33  
34 (3) The certificate holder shall design transmission lines so that induced currents resulting  
35 from the transmission lines are as low as reasonably achievable.

36  
37 (4) The certificate holder shall develop and implement a program that provides reasonable  
38 assurance that all fences, gates, cattle guards, trailers, or other objects or structures of a  
39 permanent nature that could become inadvertently charged with electricity are grounded  
40 or bonded throughout the life of the Summit/Westward on-site transmission line or the  
41 alternate electric transmission line. [Amendment No. 1]

42  
43 (5) The certificate holder shall take reasonable steps to reduce or manage exposure to  
44 electromagnetic fields (“EMF”), consistent with Council findings presented in the  
45 “Report of EMF Committee to the Energy Facility Siting Council,” March 30, 1993, and

1 subsequent findings. Effective on the date of this site certificate, the certificate holder  
2 shall provide information to the public, upon request, about EMF levels associated with  
3 the energy facility and the Summit/Westward on-site electrical transmission line or the  
4 alternate electric transmission line. [Amendment No. 1]  
5

- 6 (6) At least 30 days before beginning preparation of detailed design and specifications for the  
7 Summit/Westward on-site electrical transmission line or the alternate electric  
8 transmission line, and the related or supporting natural gas pipeline, the certificate holder  
9 shall consult with the Oregon Public Utility Commission (“PUC”) staff to ensure that its  
10 designs and specifications are consistent with applicable codes and standards. [Amendment  
11 No. 1]  
12
- 13 (7) The certificate holder shall ensure that cathodic protection meeting the requirements of  
14 the OPUC and 49 CFR § 192 be activated as soon as practicable following installation of  
15 the gas pipeline connecting the energy facility to the Kelso-Beaver pipeline.  
16
- 17 (8) The certificate holder shall take steps to ensure that the pipeline connecting the energy  
18 facility to the Kelso-Beaver pipeline is electrically isolated from the Kelso-Beaver  
19 pipeline.  
20
- 21 (9) The certificate holder shall implement a regular schedule to walk the corridor of the gas  
22 pipeline connecting the energy facility to the Kelso-Beaver pipeline and inspect for leaks.  
23

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

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

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

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

43 **G. CONDITIONS REQUIRED OR RECOMMENDED BY COUNCIL RULES**  
44

45 **G.1. MANDATORY CONDITIONS IN SITE CERTIFICATES**  
46

1 **Amendment of the Site Certificate**

- 2 (1) The Council shall not change the conditions of the Site Certificate except in accordance  
3 with the applicable provisions of OAR chapter 345, division 27, in effect on the date of  
4 the Council action.  
5

6 **Legal Description**

- 7 (2) Before beginning construction of the facility, the certificate holder shall submit to the  
8 Department a legal description of the site, except as provided in OAR 345-027-0023(6).  
9 The Department shall append the legal description to the Site Certificate.  
10

11 **General Requirements**

- 12 (3) The certificate holder shall design, construct, operate, and retire the facility:  
13  
14 (a) Substantially as described in the Site Certificate;  
15  
16 (b) In compliance with the requirements of ORS chapter 469, applicable Council  
17 rules, and applicable state and local laws, rules, and ordinances in effect at the  
18 time the Council issues the Site Certificate; and  
19  
20 (c) In compliance with all applicable permit requirements of other state agencies.  
21

22 **Beginning and Completing Construction**

- 23 (4) The certificate holder shall begin construction of the facility by October 3, 2004. The  
24 certificate holder shall report promptly to the Department the date that it began  
25 construction of the facility, as defined in OAR 345-001-0010(10). In reporting the  
26 beginning of construction, the certificate holder shall describe all work on the site  
27 performed before beginning construction, including work performed before the Council  
28 issued the site certificate, and shall state the cost of that work, pursuant to OAR 345-026-  
29 0048. If the certificate holder finances construction in two phases, the certificate shall  
30 report the beginning of construction of each phase. [amendment 3]  
31  
32 (5) The certificate holder shall complete construction of the facility by April 3, 2007. The  
33 completion of construction date is the day by which (1) the facility is substantially  
34 complete as defined by the certificate holder's construction contract documents; (2)  
35 acceptance testing is satisfactorily completed; and, (3) the energy facility is ready to  
36 commence continuous operation consistent with the Site Certificate. The certificate  
37 holder shall report promptly to the Department the date it completed construction of the  
38 facility. If the certificate holder finances construction in two phases, the certificate  
39 holder shall report the date of completion of each phase. [amendment 3]  
40

41 **Construction Rights on Site**

- 42 (6) Except as necessary for the initial survey or as otherwise allowed for transmission lines  
43 or pipelines in this condition, the certificate holder shall not begin construction, as  
44 defined in OAR 345-001-0010(10), or create a clearing on any part of the site until the  
45 certificate holder has construction rights on all parts of the site. For the purpose of this

1 condition, “construction rights” means the legal right to engage in construction activities.  
2 For transmission lines or pipelines, if the certificate holder does not have construction  
3 rights on all parts of the site, the certificate holder may nevertheless begin construction or  
4 create a clearing on a part of the site if:

5  
6 (a) The certificate holder has construction rights on that part of the site; and  
7

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

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

### 14 **Incident Reports**

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

### 19 **Rights-of-Way**

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

### 27 **Monitoring Programs**

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

### 33 **Compliance Plans**

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

### 41 **Reporting**

42 (5) Within six months after beginning any construction, and every six months thereafter  
43 during construction of the energy facility and related or supporting facilities, the  
44 certificate holder shall submit a semi-annual construction progress report to the Council.  
45 In each construction progress report, the certificate holder shall describe any significant

1 changes to major milestones for construction. When the reporting date coincides, the  
2 certificate holder may include the construction progress report within the annual report  
3 described in Condition (6).  
4

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

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

#### 15 **Schedule Modification**

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

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

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

#### 30 **Notification of Incidents**

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

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

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

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

#### 42 **H. GENERAL CONDITIONS**

43 (1) The general arrangement of the Summit/Westward Project shall be substantially as shown  
44 in the ASC.  
45

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

5 **Successors and Assigns**

6 (3) To transfer this Site Certificate, or any portion thereof, or to assign or dispose of the  
7 facility in any other manner, directly or indirectly, the certificate holder shall comply  
8 with OAR 345-027-0100.  
9

10 **Severability and Construction**

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

19 **Governing Law and Forum**

20 (5) This site certificate shall be governed by the laws of the State of Oregon.  
21

22 (6) Any litigation or arbitration arising out of this agreement shall be conducted in an  
23 appropriate forum in Oregon.  
24

25 **IN WITNESS WHEREOF**, this Site Certificate has been executed by the State of Oregon,  
26 acting by and through its Energy Facility Siting Council, and Westward Energy, LLC.  
27

28 ENERGY FACILITY SITING COUNCIL  
29

30  
31 By: \_\_\_\_\_ Date: \_\_\_\_\_  
32 Karen Green, Chair

33  
34 WESTWARD ENERGY, LLC  
35

36  
37 By: \_\_\_\_\_ Date: \_\_\_\_\_  
38

39 ATTACHMENT A-1: MEMORANDUM OF UNDERSTANDING FOR USE WITH LETTER OF CREDIT  
40 ATTACHMENT A-2 : MEMORANDUM OF UNDERSTANDING FOR USE WITH BOND  
41 ATTACHMENT B: DEQ WPCF PERMIT FOR SANITARY WASTE  
42 ATTACHMENT C: DEQ WPCF PERMIT FOR TEMPORARY PROCESS WATER DISPOSAL  
43 ATTACHMENT D: REMOVAL-FILL PERMIT