

EUGENE-MEDFORD
500 KV TRANSMISSION LINE

SITE CERTIFICATION AGREEMENT

between

The State of Oregon

acting by and through its

ENERGY FACILITY SITING COUNCIL

and

PACIFIC POWER & LIGHT COMPANY

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This certification agreement is made and entered into in the manner provided by ORS 469.300 through ORS 469.570 and ORS 469.992, by and between the State of Oregon (State), acting by and through its Energy Facility Siting Council (EFSC), and Pacific Power & Light Company (PP&L), a Maine Corporation licensed to do business in the State of Oregon.

I. SITE CERTIFICATION

- A. This agreement certifies that, to the extent authorized by State law and those warranties and conditions set forth herein, the State approves and authorizes the construction and operation of a 500 kV transmission line and associated facilities between Eugene and Medford in the manner described in PP&L's site certificate application, this agreement, and the record of the administrative hearings held pursuant to ORS 469.300 through ORS 469.570, including but not limited to supporting testimony filed by PP&L with EFSC. This approval by the State binds the State and all counties, cities, and

and political subdivisions in the State as to the approval of the site and the construction and operation of the transmission line and associated facilities, subject only to the conditions of this agreement. However, each agency that issues a permit, license or certificate shall continue to exercise enforcement authority over such permit, license or certificate.

- B. This certificate requires PP&L to comply with applicable state laws as they exist on the date it is executed by EFSC, and with stricter State laws adopted subsequent thereto if compliance with such stricter State laws is necessary to avoid a clear danger to the public health and safety.

II. ROUTE AND TRANSMISSION LINE DESCRIPTION

A. Route Description

The site of the route along which the transmission line is to be constructed is as follows:

1. Spencer-Dixonville Segment: Beginning at the existing Spencer Switching Station in Section 21, Township 18 South, Range 3 West, W.M., Lane County, Oregon, and running thence southerly along the route of PP&L's existing Alvey-Dixonville 230 kV transmission line to the existing Dixonville Substation in Section 24, Township 27 South, Range 5 West, W.M., Douglas County, Oregon. Along this segment of the transmission line, the line will replace the Alvey-Dixonville 230 kV line (which

will be removed), and will utilize the existing right-of-way plus an additional 50 feet of right-of-way width for the first 3.8 miles south of Spencer Switching Station which is to be acquired to accommodate the larger line.

2. Dixonville-Ramsey Canyon Segment: Beginning at the aforesaid Dixonville Substation and running thence south generally along the route of PP&L's existing 230 kV transmission line No. 54 to a point near Ramsey Canyon, in Section 31, Township 34 South, Range 2 West, W.M., Jackson County, Oregon, with three deviations as described below. Along this segment of the transmission line, the line will replace Line No. 54 (which will be removed), and will utilize the existing right-of-way plus an additional 75 feet of right-of-way width which will be acquired to accommodate the larger line.

- (i) Canyonville Relocation: Beginning at an angle point on Line No. 54 in the northeast quarter of Section 25, Township 30 South, Range 5 West, W.M., Douglas County, Oregon; thence deviating from the existing corridor and heading in a southerly direction for approximately 2-1/2 miles before rejoining the existing Line No. 54 at an angle point in the southeast quarter of Section 1, Township 31 South, Range 5 West, W.M., in Douglas County, Oregon. PP&L shall relinquish its easements

for the corresponding section of the existing corridor, with the exception of the easements north of the section line between Section 35, Township 30, South, Range 5 West, and Section 2, Township 31 South, Range 5 West.

(ii) Green Mountain Relocation: Beginning at an angle point on Line No. 54 near the 1/4 corner common to Sections 7 and 8, Township 32 South, Range 4 West, W.M., in Douglas County, Oregon; thence southeasterly deviating from the existing Line No. 54 and passing approximately 1/2 mile west of Green Mountain for a total distance of approximately seven miles, to a point rejoining the existing Line No. 54 in the southwest quarter of Section 11, Township 33 South, Range 4 West, W.M., in Jackson County, Oregon. PP&L shall relinquish its easements for the corresponding section of the existing corridor.

(iii) Evans Creek Relocation: Beginning at an angle point on Line No. 54 in Section 15, Township 34 South, Range 3 West, W.M., Jackson County, Oregon; thence southeasterly in a generally straight line deviating from the existing Line No. 54 for a distance of approximately 1-1/2 miles before rejoining Line No. 54 at a point in Section 23, Township 34 South, Range 3 West, W.M., and thence

continuing along the route of Line No. 54 to
aforesaid point near Ramsey Canyon.

3. Ramsey Canyon - Meridian Substation Segment:

Beginning at the aforesaid point near Ramsey Canyon; thence south through Sams Valley to Table Rock Switching Station replacing the existing Line No. 54; thence parallel to Line No 54 east and south following the existing transmission line corridor through the White city area to the Medford Sports Park; thence south and east along Line No. 54 to its termination at Meridian Substation, situated in Section 7, Township 37 South, Range 1 East, W.M., Jackson County, Oregon

B. Transmission Line, Related, and Supporting Facilities' Descriptions

The transmission line to be constructed and operated along the foregoing route consists of the following:

1. The transmission line will be an overhead three-phase AC line with a nominal capacity of 500,000 Volts. Each phase will consist of a three-conductor bundle, making a total of nine conductors. Lightning protection will be provided where appropriate by two shield wires supported at the peaks of each tower. The conductors will be suspended from the towers by "V" string insulator assemblies. Each "V" will consist of 50 insulators (25 on each side) and will weigh approximately 600 pounds. Conductors will be 1.316 inches in diameter and composed of stranded aluminum with a

single steel wire core and weighing 1.288 pounds per foot. The three conductors of each phase will be 18 inches apart and will be separated by spacers at intervals throughout each span. Spacing between phases will be 30.5 feet. Two shield wires of 3/8 inch EHS galvanized steel will be installed at the peaks of each tower.

2. The proposed towers will be free-standing metal structures. Different tower design types will be used according to structural requirements at particular tower sites and the provisions of this Agreement. The height of a typical single-circuit lattice-type tangent tower will be 120 feet, and 100 feet for angle and deadend towers. Such typical tangent towers will weigh approximately 17,000 pounds each. Tower base dimensions will vary with tower height; however, a typical tangent structure will measure 22 feet by 29 feet at the base, and tower structures will normally be erected on cast-in-place concrete cylinder footings using auger excavation techniques, unless other techniques are approved by the project review officer(s). Tower height, location, and span length will be governed primarily by the terrain being traversed. The minimum clearance between the conductors and the ground surface will be 38 feet, and clearance will be increased to 45 feet for crossing major highways, 42 feet for cultivated land, and 55 feet

for railroads. The average span length will be approximately 1,200 feet, resulting in 4.3 structures per mile. The transmission line will be designed and constructed in compliance with the standards of the latest edition of the National Electrical Safety Code.

3. The project will include the addition of a 500 kV to 230 kV transformer bank and power circuit breakers at the existing Dixonville Substation. An additional power circuit breaker will be installed at the existing Meridian Substation, and an additional power circuit breaker will be installed between the Alvey Substation and Camas Swale.

Existing common carrier or private microwave facilities will be employed for protection and control of the line. Other related and supporting facilities such as temporary storage and staging areas will be required for construction of the line.

4. The project will include a connecting 500 kV line beginning at BPA's existing Alvey Substation in Section 14, 18S, R3W, W.M., Lane County, Oregon, and running thence westerly approximately 2 miles parallel to and on the southerly side of BPA's existing transmission corridor to the Spencer Switching Station in S21, T18S, R3W, W.M., Lane County, Oregon. This related and supporting facility is to be constructed by the Bonneville Power Administration (BPA). However, without amendment

to this agreement, PP&L may construct the connecting transmission line from Spencer to Alvey consistent with the terms and conditions of the agreement.

III. WARRANTIES

In consideration of the execution of this Certification Agreement by the EFSC, and pursuant to ORS 469.400(4) and ORS 469.470(3), the following warranties are made:

A. Completion of Construction

PP&L warrants that construction of the Spencer Switching Station to the Dixonville Substation segment of the transmission line will be completed by December 31, 1990, and that construction of the Dixonville Substation to Meridian Substation segment of this line will be completed by December 31, 1993.

B. Financial Ability

PP&L warrants that it has reasonable assurance of obtaining sufficient financial resources to construct and operate the transmission line, including funds necessary to cover construction costs, operating costs for the designed lifetime of the line, and the costs of permanently retiring the line.

C. Ability to Construct and Operate

PP&L warrants that it has the ability to take those actions necessary to ensure that the 500 kV transmission line is constructed and operated in a manner consistent with its representations regarding effects on the public

health, safety, and welfare contained in its site certificate application, and supporting testimony and the terms and conditions of this agreement, including compliance with all design, quality assurance, an personnel qualifications and training requirements.

D. Protection of Public Health and Safety

PP&L warrants that it will take those actions, including compliance with all state and Federal statutes, rules and regulations necessary to ensure that construction and operation of the 500 kV transmission line poses no danger to the public health and safety.

IV. CONDITIONS

The following conditions are provided pursuant to the provisions of ORS 469.400 and OAR 345-80-010.

A. State and Federal Law

1. PP&L and EFSC shall abide by all applicable state laws, including all laws and state administrative rules and regulations in effect on the date this site certificate is executed, except upon a clear showing that there is danger to the public health and safety that requires stricter laws or rules, then, in that case, EFSC may, subject to ORS 469.400, require PP&L to meet stricter state statutes or rules of EFSC or other state agencies or ordinances of cities or counties adopted subsequent to the execution of this agreement.
2. Nothing in this agreement shall relieve PP&L from complying with requirements of federal laws and

regulations which may be applicable to construction and operation of the transmission line and associated facilities, and with the terms and conditions of any permits and licenses which may be issued to PP&L by pertinent federal agencies.

B. Control of Site

Prior to commencement of construction of the transmission line authorized herein, PP&L shall present evidence satisfactory to the EFSC that PP&L has obtained control over the site, whether by ownership, lease or easement, or otherwise, to construct and maintain the transmission line and associated facilities.

C. Conditions Related to PP&L Representations of Compliance With EFSC Standards.

1. The transmission line shall be designed, built and operated to meet the noise standards of the Oregon Department of Environmental Quality set forth in OAR ch 340, div 35.
2. The transmission line and related and supporting facilities shall be designed, built, and operated so as not to exceed the alternating current electrical fields of 9 kV per meter limit set forth in OAR 345-80-055(2).
3. The transmission line and related and supporting facilities shall be designed, built, and operated so that induced currents resulting from the transmission lines and related and support facilities shall be as low as reasonably achievable.

4. PP&L will ground all permanent gates, fences, cattleguards, trailers, or other objects or structures of a permanent nature that could become inadvertently charged with electricity. PP&L will take all necessary steps to assure that such permanent structures remain grounded during the life of the transmission line, and will assist landowners upon request, in grounding new permanent structures installed after completion of the line, in accordance with the program outlined in PP&L's testimony. (See prefiled testimony of Mr. Carl Fishback, Applicant's Exhibit 31.)
5. PP&L shall design, build, and operate the transmission line and related and supporting facilities in a manner consistent with the 1977 edition of the National Electric Safety Code (American National Standards Institute, Section C2, 1977 Edition).
6. PP&L shall restore the reception of radio and television at residences and commercial establishments in the primary reception area of any radio or television station to the level present prior to operation of the transmission line. Such restoration shall be at no cost to the residents or commercial establishments whose reception is interfered with by construction or operation of the line.
7. PP&L shall design, build and operate the trans-

mission line and related and supporting facilities without infringing upon the existing water rights of other persons.

8. Throughout the design, construction, and operation of the transmission line and related and supporting facilities PP&L shall continuously cooperate with Jackson, Douglas and Lane Counties, the City of Medford, the City of Roseburg, and the City of Eugene to identify the resources necessary to mitigate any adverse socioeconomic impacts.
9. PP&L shall design, build, and operate the transmission line and related and supporting facilities in accordance with all representations made by PP&L in its application and supporting testimony before EFSC in satisfaction of OAR 345-80-060 (Environmental Impact) and any other representations made in satisfaction of EFSC's Site Certificate standards, including but not limited to the need for this facility by 1990.

D. Special Environmental Conditions

1. PP&L shall design, build, and operate the transmission line and related and supporting facilities in accordance with all representations made by PP&L in its letters to Mr. Philip Hamilton, Chief, Division of Planning and Environmental Coordination, Bureau of Land Management, dated October 23, 1981 and April 12, 1982, and appearing as Appendix A in the document entitled "Draft

Environmental Impact Statement - Proposed Eugene-Medford 500 kV Transmission Line" (DEIS) published by the Bureau of Land Management, United States Department of Energy, and the Oregon Department of Energy, dated May 1982 and a copy of which letters are attached hereto as Exhibit A.

2. PP&L shall conduct all burning activities associated with the construction or operation of the transmission line so as they are in compliance with the Oregon Smoke Management Plan administered by the Oregon Department of Forestry.
3. PP&L shall use all available, practical construction techniques to minimize adverse impacts to soils, such as erosion and compaction. More specifically, PP&L shall follow the techniques presented in the BLM's management framework plan on construction techniques associated with varying soil types.
4. PP&L shall design, build, and operate the transmission line and related and supporting facilities so that construction roads shall be located so as to minimize disturbance to riparian areas and sensitive wildlife habitat areas.
5. PP&L shall limit the use of herbicides for vegetation management within the right-of-way to ground application, and any land owner may prohibit the use of herbicides for vegetation management on those portions of the right-of-way on his, her or

- its property, provided that the owner and PP&L agree to an alternate vegetation management plan.
6. PP&L shall design and build the transmission line using non-reflective structures and non-reflective conductors from a point 3 miles north of Table Rock Switching Station (the north end of Sam's Valley) to Meridian Substation. Tubular steel structures shall be used from a point 3 miles north of Table Rock Switching Station to Table Rock Switching Station and from White City Substation to the angle point in Jackson County Sports Park where the line turns south towards Meridian Substation. Jackson County and PP&L shall agree on the selection and use of tower designs between Table Rock Switching Station and White City Substation. The Project Review Officers appointed by EFSC pursuant to Part IX of this Agreement shall make a final determination in the event of any failure of PP&L and Jackson County to agree on any tower design.
 7. PP&L shall construct the transmission line in the area of Option G in conformance with the agreement dated June 13, 1982 between PP&L and Robert Storey and Robert Gilkey.
 8. PP&L shall construct the transmission line in the area of White City in conformation with its letter dated July 14, 1982 to Mrs. Ann Todd, a copy of which is attached hereto as Exhibit B.
 9. PP&L shall design, build, and operate the trans-

mission line in cooperation with landowners to help ensure that tower placement on agricultural lands would minimize the loss of agricultural lands and minimize disruption of farm practices.

10. PP&L shall consult with Jackson County Parks Department on designs and plans that will ensure compatibility between the transmission line and existing and proposed public park sites that might be impacted.
11. PP&L shall design this transmission line project through Jackson County in such a manner that will maximize the utility of the existing right-of-way corridor.
12. Following construction of the approved transmission line, PP&L shall cooperate with Jackson County, within its legal limitations, in developing plans for multiple use of the transmission line right-of-way for recreational or other purposes that are compatible with the facility.
13. PP&L shall design, build, and operate the transmission lines so that adverse affects on industrial property owned by the City of Medford will be minimized.

E. Special Conditions Relating to the Transmission Line Route

1. Between Ramsey Canyon and the Meridian Substation (as described in Section II(A)(3) hereof), and along the deviations from the right-of-way of

existing lines to be replaced (as described in Section II(A)(2)(i), (ii) and (iii) hereof), PP&L will construct the transmission line along an appropriate centerline to be identified after surveys and negotiations with affected landowners, within the 1000-foot-wide study corridor described in PP&L's application herein and the DEIS.

2. In the event that PP&L deems it necessary or desirable to construct any portion of the transmission line outside of said 1000-foot-wide study corridor to mitigate the impact of the transmission line on any affected parcel or parcels of property, PP&L shall give written notice of such deviation to EFSC and any landowners whose lands would not have been crossed by the line if it had been constructed within said corridor. At the written request of any of such landowners or upon EFSC's own motion if it has reason to believe that such deviation will result in environmental, safety or health impacts not generally considered in the proceedings herein, EFSC will hold a public comment hearing on the issue as to whether or not such deviation should be authorized. EFSC shall authorize such deviation as an amendment to this Agreement, unless it finds on the basis of such hearing that the proposed deviation is not in the public interest in accordance with the standards of OAR 345-80-055 and 060.
3. It is agreed by EFSC and PP&L that construction of

the transmission line and its related and supporting facilities, other than as set forth in this Agreement, shall require an amendment of this Agreement as provided in Part VI hereof.

V. APPROVALS

The following approvals, permits, licenses, or certificates by governmental agencies are considered necessary to construct and operate this transmission line. Each appropriate state agency and local government shall issue the permits identified below consistent with the conditions in this Agreement and not later than 90 days from the time of filing of a complete application for such permit by PP&L. PP&L shall make application for these approvals, permits, licenses, or certificates, paying all applicable fees and other forms of compensation, prior to commencement of construction of the line or later as appropriate.

1. State Highway Division

Permits to install overhead power transmission line along and crossing affected State Highways.

2. Public Utility Commissioner

Certificate of Public Convenience and Necessity to acquire right-of-way by condemnation as provided in ORS 758.015.

3. State Aeronautics Division

Notification with respect to compliance with air traffic laws and regulations.

4. Division of State Lands

Right-of-way across state lands under the jurisdiction of the Division of State Lands, if any.

5. Department of Fish and Wildlife

Right-of-way across state lands under the jurisdiction of the Department of Fish and Wildlife, if any.

6. Department of Forestry

Right-of-way across state lands under the jurisdiction of the Department of Forestry and permits necessary for logging and slash disposal during right-of-way clearing operations.

7. Lane, Douglas and Jackson Counties

Any necessary building permits, county road-crossing permits, conditional use or other comparable land-use permits and right-of-way across county lands.

8. City of Medford

Right-of-way across city lands.

VII. AMENDMENT OF SITE CERTIFICATION AGREEMENT

- A. PP&L and EFSC recognize a need to provide a means of amending this Agreement because of the length of time which may pass between the date of its execution and the date of construction and the length of the operation of the facilities. Therefore, the parties agree that in the event future unforeseen developments cause the construction or operation of the transmission line or associated facilities to present a danger to the public health, safety or welfare, or if a federal standard

applicable to this facility, if not complied with, would cause Oregon to lose a federal delegation of authority to regulate a federal program, this Agreement may be amended by further written agreement executed in the manner provided in ORS 469.400(3) after compliance with the procedures of B through F below.

- B. PP&L or EFSC, on its own motion, may file an application for a corrective amendment. Any such application shall be served on the parties to the site certificate proceeding which authorized this Agreement. The proposal shall set forth the amendment verbatim, together with a statement of the reasons therefor.
- C. The EFSC shall distribute the proposed amendment to the interested state agencies and to the county and city advisory group as defined in ORS 469.480, requesting comments and recommendations on the proposed amendment within 30 days of the date of distribution.
- D. If PP&L and EFSC do not agree on an amendment or if after public notice in a regularly published EFSC meeting agenda 10 or more members of the public or an organization representing 10 or more members of the public requests a hearing, EFSC shall hold a public hearing on the proposed amendment within 90 days after distribution of the proposed amendment.
- E. At the conclusion of any hearing, and in no case more than 120 days after the proposed amendment was distributed, the EFSC will, based upon its findings as to danger to public health, safety and welfare, either

recommend or reject the proposed amendment. Rejection or approval of the proposed amendment will be subject to judicial review the same as this Agreement.

- F. For amendments not affecting the public health, safety or welfare, and where PP&L and EFSC agree that it is desirable to amend this site certification for reasons other than set forth in subparagraph A of this section, PP&L may file with the EFSC an application for an amendment to the site certificate agreement, which application shall state the necessary reasons therefor. The EFSC may grant such application without further proceedings at its regular public meeting.

VIII. SUCCESSORS AND ASSIGNS

This agreement is binding upon PP&L and any co-owners, partners or joint venturers of PP&L in the construction and operation of the transmission line and associated facilities, and upon any successors in interest to or assignees of either PP&L or any co-owner, partner or joint venturer.

IX. SPECIAL PRE-DESIGN AND CONSTRUCTION CONDITIONS

1. Prior to commencement of and during the design of the transmission line and related and supporting facilities and during the construction of the facility, PP&L shall regularly review all design and construction activities for consistency with the terms and conditions of this agreement.
2. EFSC shall appoint one or more project review officers who shall, at no charge to EFSC, have access at any time

to all construction sites associated with the facility and any information relating to design or construction of the facility. PP&L shall also provide written summations of its review conducted, pursuant to paragraph 1 of this section, to the Project Review Officer(s) at a schedule and in a form determined by the Project Review Officer(s).

3. PP&L and the Project Review Officers shall establish and maintain during design and construction of the facility, at PP&L's expense, special telephone lines or other means by which members of the public may receive information and make complaints to PP&L and EFSC concerning design or construction of the facility. The Project Review Officer(s) shall enforce compliance with the conditions set forth in Section IV-D and elsewhere in this Agreement.
4. The Project Review Officers shall regularly inform EFSC of any violation of the terms and conditions of this Agreement, complaints by members of the public, the progress of design and construction of the facility, and the need for any amendments to this agreement.
5. PP&L, prior to commencing construction of the transmission line, shall, in writing, provide assurances satisfactory to EFSC that construction by BPA of the related and supporting facility consisting of a connecting transmission line from Spencer Switching Station to Alvey Substation will be constructed as described in Paragraph II-B-4 of this Agreement. Copies of all writ-

ten submissions by PP&L to EFSC relating to the BPA connecting transmission line shall be served on the City of Eugene by PP&L at the time of submission to EFSC.

6. Any physical connection of any portion of the PP&L facility owned or operated by PP&L to any other BPA transmission line not in existence at the time of execution of this Agreement shall require an amendment to this Agreement as provided by Part VII of this Agreement. Provided, however, that connection to a BPA transmission line which has otherwise been found by EFSC to be consistent with EFSC's substantive standards for siting of transmission lines shall not require an amendment to this Agreement.
7. EFSC and PP&L shall endeavor to assure that any future BPA-constructed, -owned or -operated transmission line between the PP&L transmission line and Lane Substation will be constructed in accordance with the substantive siting standards of EFSC, as required by the provisions of ORS ch 469.

IN WITNESS WHEREOF, this Site Certificate Agreement has been executed by the State of Oregon, acting by and through its Energy Facility Siting Council, and Pacific Power & Light Company as below subscribed on this 21st day of December, 1982.

STATE OF OREGON

By: Allen R. Nistad
Chairman
Energy Facility Siting Council

Attest: Donald Woodard

PACIFIC POWER & LIGHT COMPANY

By: R. W. Moeckel
Senior Vice-President

Attest: C. Bergson
Assistant Secretary