

SITE CERTIFICATION  
AGREEMENT

BETWEEN

THE STATE OF WASHINGTON

AND

THE WASHINGTON PUBLIC  
POWER SUPPLY SYSTEM



HANFORD NO. 2

(Executed May 17, 1972; Amended September 25, 1975)

NUCLEAR ELECTRIC GENERATING FACILITY  
BENTON COUNTY, WASHINGTON

ENERGY FACILITY  
SITE EVALUATION  
COUNCIL

820 EAST FIFTH AVENUE  
OLYMPIA, WASHINGTON

AMENDMENT NO. 1 TO THE  
SITE CERTIFICATION AGREEMENT FOR HANFORD NO. 2  
BETWEEN  
THE STATE OF WASHINGTON  
AND  
THE WASHINGTON PUBLIC POWER SUPPLY SYSTEM

This amendment to the Certification Agreement was made and entered into pursuant to Chapter 80.50 of the Revised Code of Washington by and between the State of Washington, acting by and through the Governor of the State of Washington, and the Washington Public Power Supply System, a municipal corporation and a joint operating agency of the State of Washington organized in January 1957 pursuant to Chapter 43.52 of the Revised Code of Washington.

It includes changes to the terms for the construction of the intake system, commencement of the meteorological and environmental surveillance program, scope of the agreement limitations, dimensions of the mixing zone, and specifications for management of waste water discharges. The entire section containing water discharge limitations has been superseded and replaced by the issuance of a National Pollutant Discharge Elimination System Waste Discharge Permit in compliance with the provisions of Chapter 90.48 RCW as amended and the Federal Water Pollution Control Act Amendment of 1972, Public Law 92-500.

This amendment, when duly authenticated, becomes a part of the Certification Agreement and will be filed in front of the Agreement. The following is changed:

**A.** Section II.C.1. is amended to read as follows:

This Certification Agreement, together with those commitments made by the applicant expressed in its application, as amended, except as to commitments made for the design for the intake and discharge systems, constitute the whole and complete agreement between the parties and supersedes any other negotiations, representations, or agreements, either written or oral.

**B.** Section III.G.4. (a) is deleted.

**C.** Section III.G.4. (b) is replaced with the following:

The Supply System shall schedule the construction of the intake structure in the portion of the river bed during the period after July 31 and before October 15. Any work at other times directly in the stream bed of the Columbia River shall require approval of the Council.



SITE CERTIFICATION AGREEMENT  
BETWEEN  
THE STATE OF WASHINGTON  
AND  
THE WASHINGTON PUBLIC POWER SUPPLY SYSTEM  
FOR  
HANFORD NO. 2  
Nuclear Electric Generating Facility  
Benton, County, Washington

May 17, 1972

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SITE CERTIFICATION AGREEMENT  
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THE STATE OF WASHINGTON  
AND  
THE WASHINGTON PUBLIC POWER SUPPLY SYSTEM

This Certification Agreement was made and entered into pursuant to Chapter 80.50 of the Revised Code of Washington by and between the State of Washington, acting by and through the Governor of the State of Washington, and the Washington Public Power Supply System ("Supply System"), a municipal corporation and a joint operating agency of the State of Washington organized in January 1957 pursuant to Chapter 43.52 of the Revised Code of Washington.

I. SITE CERTIFICATION

A. Site and Project Description

1. The site at, on and in which an 1100 megawatt (electric) nuclear electric generating plant is to be constructed and operated is located in Benton County, Washington, entirely within the federally owned area known as the Hanford Operations Area, United State Atomic Energy Commission, and an adjacent portion of the Columbia River, and is within Sections 2, 3, 4 and 5 of Township 11 North, Range 28 East, W. M., and more particularly described as follows:

Beginning at the Southwest corner of Section 11, Township 11 North, Range 28 East, W.M., said corner having Washington State coordinates, South zone, of North 408,335.30 and East 2,307,653.50; thence North 0° 41'08" East 8,065.28 feet to the TRUE POINT OF BEGINNING; thence West 11,153.37 feet; thence South 01° 01'23" East, 3000.48 feet; thence South 88°53'54" West 5,200.96 feet; thence North 0°31'41" West 3690.15 feet; thence East 1,430.00 feet; thence North 1,865.69 feet; thence North 87°46'08" East 3,703.83 feet; thence South 01° 01'23" East 1,800.29 feet; thence North 89° 07'55" East, 3,300.38 feet to the line of Navigation of the West bank of the Columbia River; thence southerly along said line of Navigation to a point that bears North 89° 15'21" East from the TRUE POINT OF BEGINNING: thence South 89°15'21" West 3,850.32 feet more or less to the TRUE POINT OF THE BEGINNING. Further; Beginning at the southwest corner of Section 11, Township 11 North, Range 28 East, W.M., said corner having Washington State Coordinates, South zone of North 408,335.30 and East 2,307,653.50; thence North 0° 41'08"

East 8,065.28 feet; thence North 89°15'21" East, 3,850.32 feet to a point on the line of Navigation of the West bank of the Columbia River and the TRUE POINT OF BEGINNING of this description : thence North 10°07'14" West 2845.56 feet; hence South 89° 07'55" West 600.00 feet to a point on said line of Navigation; thence southerly along said line of Navigation to the TURE POINT OF BEGINNING of this description.

The above description is base upon Washington State Coordinate System, South zone.

#### **B. Site Certification**

1. The nuclear electric generating facility authorized to be sited by this Certification Agreement as presently defined is to include the following elements, hereinafter called the "PROJECT"; a boiling water reactor with a rate output of approximately 3,323 megawatts (thermal), a turbine-generator, a mechanical draft evaporative cooling tower system, a control and re-cycle facility, pump houses, transmission lines, associated service lines and other associated facilities required for the generation and transmission of electric power which are reasonably necessary and economically practicable for achieving electric generation capacity of approximately 1100 megawatts.

2. This Certification Agreement certifies, to the extent authorized by state law, that within and on the above site the Supply System may construct and operate the Project subject to the terms and conditions of this Certification Agreement.

### **II. GENERAL CONDITIONS**

#### **A. Legal Relationship**

1. This Certification Agreement is intended to be in lieu of any permit, certificate or similar document required by any department, agency, division, bureau, commission or board of this State except those processed through the Council. The Supply System agrees to enter into a lease with the State Department of Natural Resources for use of certain public state land needed for this Project.

2. As determined in the Council's Findings of Fact, Conclusions of Law and Order entered on March 27, 1972, this Certification Agreement constitutes the State of Washington "certification" for purposes of the Federal Water Quality Act, 33 U.S.C. A., Sec. 1171 (b)(b)(1), that reasonable assurance exists that applicable state water quality standards will not be violated.

3. The applicant and the State of Washington, including any of its department, agencies, divisions, bureaus, commissions, or boards are bound by this Certification Agreement and subject to all the terms and conditions set forth herein.

4. This Certification Agreement is subject to federal laws and regulations applicable to the Project and to the terms and conditions of any permits and licenses which may be issued to the Supply System by pertinent federal agencies.

**B. Enforcement of Compliance**

1. This Certification Agreement is subject to all the penalties and remedies available at law, or in equity, to any person.

2. This Certification Agreement may be revoked or suspended for failure to comply with the terms and conditions herein, for violations of chapter 80.50 RCW, regulations issued hereunder, and any order of the Council including emergency action by the Council taken pursuant to chapter 34.04 RCW.

**C. Agreement Limitations**

1. The Certification Agreement, together with those commitments made by the applicant expressed in its application, as amended, constitutes the whole and complete agreement between the parties and supersedes any other negotiations, representations or agreements, either written or oral.

**D. Notices and Filings**

1. Filing of any document or notice with the Thermal Power Plant Site Evaluation Council ("Council") shall be deemed to have been duly made when delivered to the Council at the offices of the Council in Olympia, Washington. Notices to be served upon the Supply System shall be deemed to have been duly made when delivered to the office of the Managing Director of the Supply System.

**E. Right of Inspection**

1. The Supply System shall provide access to designated representatives of the Council to the Project and all of its environs herein described in the performance of official duties.



### III. CONSTRUCTION OF THE PROJECT

#### A. Construction Schedule

1. The Supply System agrees to submit a Summary Construction Progress Report to the Council quarterly.

2. The Supply System will (a) notify the Council immediately in the event of any significant change in the construction schedules on file with the Council, and (b) serve copies of all "Notices to Proceed" which are issued to contractors with respect to contracts requiring work at or in the Columbia River on the Council when issued to such contractors.

#### B. Access Roads

1. All permanent primary access roads constructed by the Supply System or its contractors for servicing the plant's central facilities will be constructed so as to meet or exceed Washington State Atomic Energy Commission design standards for such roads.

#### C. Aesthetics and Landscaping

1. The Supply System agrees to construct the Project in a manner which is aesthetically compatible with the adjacent area.

2. The Supply System agrees to landscape the Project lands within the fenced perimeter in a manner which is compatible with its surroundings.

3. Should any vegetation be disturbed as a direct result of any construction done by the Supply System, the Supply System agrees to restore vegetation insofar as practicable.

#### D. Surface Runoff and Erosion Control

1. During all construction work, the Supply System agrees to require its contractors to employ all reasonable and accepted industry standards in order to avoid soil erosion. The Supply System agrees to set forth such conditions in its bidding documents and agrees to base related conditions and standards on accepted industry publications, including but not limited to Department of the Army, Corps of Engineers, Military and Civil Works Specifications, CE-203.

2. Should any unforeseen surface water runoff problem arise during construction of the Project, the Supply System agrees to comply with the pertinent industry standards for such control during

construction and further agrees to take whatever actions are necessary to correct and avoid runoff which detrimentally affects water quality.

**E. Transmission Lines**

1. All transmission and service lines constructed by the Supply System will be constructed so as to comply with the February 1970 "Environmental Criteria for Electrical Transmission Systems," published by the U. S. Department of the Interior and Department of Agriculture.

2. Transmission and service lines will be located essentially according to routings indicated in TPPSEC Application no. 71-1, as amended and as supplemented; provided that the Supply System may adapt such lines to terrain where conditions indicate that change or variance in location is reasonable or necessary. The Supply System agrees to report to the Council and obtain approval for any substantial change in proposed routing or construction of any associated Project transmission lines constructed by the Supply System.

**F. Temporary Barge Offloading Facility**

1. The Supply System will be permitted to construct temporary barge offloading facilities as required in the course of construction of the Project subject to the related conditions in this Agreement.

2. The Supply System agrees to consult with the Council, and state agencies designated by the Council, in development of plans and bid documents for construction of any barge offloading facilities which the Supply System proposes to construct.

3. The Supply System further agrees to submit specific location plans, drawings and construction contracts for installation of any temporary barge offloading facility to the Council for timely review and study of, and concurrence in, such proposals by the Council. The Council agrees to respond with any adverse comment to such proposals of the Supply System within twenty days of receipt of the proposal.

4. The Supply System agrees, during construction of any such temporary barge offloading facilities:

a. To establish and maintain grading and sloping on the bed and bank of the Columbia River construction areas so as not to create fish traps;

b. To, insofar as possible, construct the barge slip in the dry during periods of low river flow;

c. To submit plans and obtain comments on the proposed procedures from the Council prior to the commencement of underwater excavation reasonable or necessary to construct such facilities. The Council agrees to furnish comments on a timely basis not to exceed twenty days from receipt thereof;

d. To engage in dredging or other work directly in the stream bed of the Columbia River after October 15 and prior to July 31 only with the specific prior approval of the Council; and

e. After the temporary barge facilities have served their intended purpose, to return the disturbed area to its pre-construction condition to the extent that such is possible.

5. The Council agrees to provide a suitable waiver of the turbidity criteria of the applicable water quality standards of the State of Washington, if necessary, during construction and restoration of the temporary barge facility.

6. The Supply System agrees to exert its best efforts to arrange for arrival of the reactor pressure vessel barge to coincide with high water in the Columbia River so that barge facilities can be constructed in the dry.

#### **G. Intake System**

1. The Supply System shall be permitted to construct and maintain an intake system on the shoreline of, and in the bed of, the Columbia River as required for construction and operation of the Project subject to related conditions in this Agreement. The Supply System agrees to obtain the necessary lease from the Department of Natural Resources for its use of the Columbia River bed.

2. The Supply System agrees to consult with the Council and its designated representatives in development of plans and bid documents for construction of the intake system on the shoreline of, and in the bed of, the Columbia River.

3. The Supply System further agrees to submit specific location plans, drawings and construction contracts for installation of the intake system to the Council for timely review and study of, and concurrence in such proposals by the Council. The Council agrees to respond with any adverse comments to such proposal of the Supply System within twenty days of receipt of the proposal.

4. The Supply System further agrees to submit specific location plans, drawings and construction of the water intake system will be subject to the following terms:

a. The intake system channel shall be isolated from the flowing stream by dikes, where necessary, and by earth plugs left in place or constructed at the upstream and downstream ends of the intake channel. The earth plugs or dikes will be of sufficient height to prevent inundation. The Supply System agrees to remove such plugs or dikes at the completion of such work and smooth over the area leaving no fish traps;

b. The Supply System shall schedule the construction of the intake structure in portions of the river bed during low water periods. Accordingly, construction will be in the dry except that the Supply System may operate equipment in the flowing stream if necessary during the removal of the downstream and upstream plugs, in that order, and dike from the intake system channel provided that turbidity is kept to the minimum;

c. The Supply System will utilize a settling pond, as necessary, during dewatering operations to preclude excess turbidity; and

d. The Supply System further agrees that any material which is placed upon the bank for bank protection shall be clean and of sufficient size to prevent it from being washed away.

5. The Council agrees to provide a suitable waiver of the turbidity criteria of the water quality standards of the State of Washington, if necessary, during construction of the water intake system.

6. The Supply System agrees that the intake system channel shall have a gradient downstream so that water flow shall be free with a minimum of one foot depth throughout the channel.

7. The Supply System agrees to install the permanent power supply to the river water pump house by means of an underground circuit from the generating plant.

#### H. Discharge System

1. The Supply System shall be permitted to construct and maintain a discharge system on the shoreline of, and on the bed of, the Columbia River within the site as required for operation of the Project subject to the related conditions in this Agreement. The Supply System agrees to obtain the necessary lease from the Department of Natural Resources for its use of the Columbia River bed.

2. The Supply System agrees to consult with the Council and its designated representatives in the development of plans and bid documents for construction of the discharge system on the shoreline of, and in the bed of, the Columbia River.

3. The Supply System further agrees to submit specific location plans, drawings and construction contracts for installation of this discharge system to the Council for timely review and study of, and concurrence in, such proposals by the Council. The Council agrees to respond with any adverse comments to such proposal of the Supply System within twenty days of receipt of the proposal.

4. Any work directly in the stream bed of the Columbia River after October 15 and prior to July 31 will require specific approval of the Council. The pipe shall be buried at sufficient depth to assure its integrity and shall be covered with a layer of natural, clean materials, level with the bed of the river. Excavated material will not be placed, held or stockpiled in the river while being retained for later replacement over the pipe without approval of the Council. If the outlet structure is to be composed of concrete, it shall be isolated from the river during any placing and initial curing.

5. The Council agrees to provide a suitable waiver of the turbidity criteria of the water quality standards of the State of Washington, if necessary, during construction of the water discharge system.

I. Construction Clean-Up

1. The Supply System agrees upon completion of construction to dispose of all temporary structures not required for future use or used timber, brush, refuse or inflammable material resulting from the cleaning of lands or from the construction of the Project.

J. As-Built Drawings

1. The Supply System agrees to prepare, and to maintain on file, a complete set of as-built drawings for the following:

- a. temporary barge offloading facility;
- b. water intake system;
- c. water discharge system;
- d. sanitary waste disposal system;

- e. cooling towers and condenser coolant loop;
- f. demineralizer system;
- g. radwaste system;
- h. electrical transmission and service lines;
- i. offgas stack and associated systems;
- j. environmental monitoring installations; and
- k. such other Project features as have direct relationship to the Project's impact on the environment.

K. Archeological Site Protection

1. The Supply System agrees to retain the services of a competent archeologist to inspect the construction site in the course of the construction excavation of the Project to determine whether archeological or historical sites are being invaded or disturbed and to preserve and provide for interpretation of any historical or archeological artifacts which may be discovered in the course of excavation and/or construction.

2. The Supply System agrees to report to the Council all archeological findings made during the course of excavation and construction of the Project and the associated transmission lines constructed by the Supply System.

3. The Supply System agrees to consult with the Council to arrange for preservations of artifacts and for interpretation of any site discovered in the course of construction.

L. Surface Mining

1. If the construction activities of the Supply System fall within the jurisdiction of the Surface Mining Reclamation Act, the System agrees to comply with the policies and requirements of the Act and to submit a reclamation plan to the Council for its approval prior to initiating construction.

IV. OPERATION OF THE PROJECT

A. Water Consumption

1. Authority for the appropriation of surface and ground waters is required prior to the withdrawal of any such waters by the Supply System. The Council, on behalf of the Supply System, has initiated the legally required steps to obtain such authority. There is no information presently available which would indicate that the proposed appropriations will impair existing rights or be detrimental to the public welfare. Authority in the form of permits or certificates to appropriate surface or groundwater of the State of Washington for use in Hanford No. 2 shall become a part of this certification agreement when perfected and are, by this reference, incorporated herein.

**B. Water Discharge**

1. The Supply System is hereby authorized to discharge waste water in an amount not to exceed 10,000,000 gallons per day, nor average more than 7,200,000 gallons per day, to the Columbia River at a location between river miles 351 and 352, subject to the following conditions:

a. The words "waste water" in the above statement refer to the total volume of discharge effluents resulting from the more or less continuous blowdown of cooling tower water, the intermittent regeneration of raw water demineralizers and the intermittent release of surplus condensate;

b. No other wastes shall be discharged to the river without prior approval of the Council

c. Solid wastes from the Supply System's operations including settled silts and sludges in the cooling tower basins or other waste retention basins shall be disposed of in such manner as to prevent their entry into state waters; and

d. All sanitary wastes shall be disposed of in such manner as to prevent their entry into state waters.

2. The Supply System shall continuously and efficiently maintain and operate the cooling tower and all other waste recovery and pollution abatement facilities under its control through the duration of this certification.

3. The Supply System's waste water shall not cause a violation of the water quality standards which are in chapter 372-11 WAC and are incorporated into and made a part of this Agreement as they exist now and are hereafter amended. Such standards shall apply immediately outside the dilution zone boundaries described below:

a. The boundaries in the vertical plane shall extend from the receiving water surface to one foot above the river bed;

b. The upstream and downstream boundaries shall be 50-feet and 300-feet respectively from the center line of the diffuser;

c. The lateral boundaries shall be separated by the length of the diffuser plus 100-feet or 15% of the width of the stream, whichever is less;

d. The entire dilution zone shall be contained in waters not less than 5-feet deep at a river flow of 36,000 CFS; and

e. The dilution zone shall not encompass more than 15% of the stream cross-section as computed for a river flow of 36,000 CFS.

4. The effluent quality of the waste water shall be limited as follows:

a. Treatment additives for the cooling tower water shall be limited to chlorine and sulphuric acid. The total waste water shall contain only that which occurs in "waste water" as defined in paragraph B.1(a) above, naturally occurring dissolved river salts, the dissolved products resulting from the addition of chlorine, sulphuric acid and caustic and the suspended particulate matter which may be washed from the atmosphere by the cooling towers;

b. No untreated cleansers or spillage shall be discharged to the river;

c. The combined effluent shall have a pH within the range of 6.5 to 8.5;

d. The chlorine content of the effluent shall not exceed 0.1 parts per million;

e. The temperature of the effluent shall not exceed 90° F; and

f. The limits on the radioactivity of the effluent shall be at least as stringent as the applicable federal standards.

5. Waste discharge facilities provisions shall include the following:



a. The outfall shall include features as required to achieve dilution within the limits prescribed in Section IV B.3. (a through e) herein;

b. The waste water from the raw water demineralizers shall not be released directly to blowdown line, but shall be introduced into the cooling water system so as to achieve thorough mixing with the cooling water before reaching the blowdown line;

c. Surplus condensate shall be provided with holding facilities capable of a minimum of 24-hours detention and may be discharged only after sampling and analysis demonstrate that all applicable state and federal water quality standards are satisfied; and

d. Emergency operating facilities shall include provisions for immediate shutoff of all waste water to the river and for continued operation for not less than 24-hours under conditions of no waste water discharge to the river.

6. In the event that a material change in the conditions of the state waters utilized creates a dangerous degree of pollution or the water quality standards are modified in the future, the Council, with respect to waste water discharges, may specify additional condition or modifications to this Agreement. In any case, the terms and conditions for water discharge shall be reviewed and reexamined by the Council at five-year intervals starting at the date of this Certification Agreement.

7. In the event the Supply System is temporarily unable to comply with any of the above conditions of this Agreement, due to breakdown of equipment or other cause, the Supply System shall immediately notify the Department of Ecology, as designee of the Council, by telephone and written report. These reports are to include pertinent information as to the cause and what steps have been and are being taken to correct the problem and prevent its recurrence.

### C. Discharge Into Air

1. The Supply System agrees to construct and operate the Project in such a manner as to not discharge nor cause to be discharged into the ambient air materials resulting from the operation of the auxiliary boilers and emergency diesel engines which, measured at the point of discharge, will directly result in:

a. Nitrous oxides, measured as nitrogen dioxide, in excess of 0.3 lbs/10<sup>6</sup> BTU;

b. Sulfur dioxide in excess of 0.8 lbs/10<sup>6</sup> BTU; or

c. Ash in excess of 0.2 lbs/10<sup>6</sup> BTU.

2. The Supply System agrees to exert its best efforts in the operation of the cooling tower in minimize fogging and icing effects on the surrounding areas.

3. The limits on the radioactivity of discharges to the atmosphere shall be at least as stringent as the applicable federal standards.

**D. Eco-System Replacement**

1. The Supply System agrees to provided replacement and/or compensation for any wildlife, fish and other aquatic life and ecosystem damage or loss caused by Project construction and operation when such damage or loss is substantiated by the Council.

**E. Additional Protective Measures**

1. The Supply System agrees to provide such additional measures for the protection of wildlife, fish and other aquatic life and the ecology of the area environs, based upon analysis and results of the Monitoring Program, as found to be necessary by the Council.

**V. PUBILC AND ENVIRONMENT PROTECTION**

**A. Emergency Plan**

1. The Supply System agrees, in developing its Emergency Plan for construction and operation of the Project, to:

a. Coordinate such development with local, state and federal agencies directly involved in implementing such plan;

b. Include detailed provisions in the Emergency Plan for the health and safety of people, emergency treatment, special training programs and prevention of property damage.

c. Comply with obligations which are applicable and as set forth in the Washington State Department of Civil Defense operation plans for natural disasters.

2. The Supply System shall periodically contact the Council to insure the Council's familiarity with the Emergency Plan and to insure the Council's familiarity with the Emergency Plan and to insure that

lists of responsible individuals, communication channels and procedures are adequate and up-to-date.

3. The Supply System agrees to develop and implement the Emergency Plan as outlined in Section 015(2), pages 4 through 17, Supp. Filing of 9/27/71 of the application subject to applicable laws, rules and regulations and conditions as applicable to the Project and site.

4. Should any portion of the Supply System's Emergency Plan be dependent upon any program which is currently conducted by the United States Atomic Energy Commission and/or another nuclear operator in the Hanford Operations Area and such other program is terminated, then the Supply System agrees to re-activate such portion of the program as is appropriate and necessary.

#### B. Monitoring Program

1. The Supply System agrees to initiate and maintain environmental monitoring programs as described in Attachment I. The programs shall be developed and implemented in close consultation with the Council, and reasonable modifications shall be made, with concurrence of the Council, when these are necessary to achieve the purposes of the programs. The Supply System agrees to begin the meteorological and environmental surveillance programs no later than March 1975.

2. The radiological monitoring program shall be designed and maintained to provide for detection of all possible radioactivity releases from the facility and to provide for a reliable assessment and record of their distribution and retention in the environment within the area as described in Attachment I.

3. The Supply System may retain or employ a qualified firm of consultants to carry out all or any portion of the environmental monitoring programs described in Attachment I. The Supply System agrees to submit the requirements for the consultant's qualifications to the Council for comment prior to solicitation of proposals from any such consultant.

4. The Supply System agrees to provide the Council full access to information and data recorded by the Supply System's Monitoring Program for the purpose of assuring the Supply System's continued compliance with the conditions of this Certification Agreement.

5. In carrying out the Monitoring Programs described in Attachment I, the Supply System will establish sampling locations on the Project site and within present or future regions of high population density

located within a ten-mile radius of the Project's reactor building so as to provide a representative sampling of environmental effects in the surrounding area.

6. Should any element of the Supply System's Monitoring Program which is being performed by, or in conjunction with, any federal, state or local governmental body or any other nuclear operator in the Hanford Operations Area be terminated, the Supply System agrees to re-activate so much of any such program as is appropriate and necessary.

7. The Supply System agrees to submit to the Council a copy or copies of reports and data from the Environmental Monitoring Programs required to be filed by the Atomic Energy Commission's construction permit, operating license or other regulations to the Council at the same time as when submitted to the Atomic Energy Commission.

## VI. MISCELLANEOUS PROVISIONS

### A. Project Visitation and Recreation

1. The Supply System agrees to provide visitor information facilities at the Project site subject to security regulations, and such limitations as the Supply System deems reasonably necessary for the health, safety and welfare of the public and for protection of the facility.

2. The Supply System agrees to provide replacement of recreational opportunities which are shown to be adversely affected as a direct consequence of Project activity when such adverse effects are substantiated by the Council.

### B. Multi-Purpose Use of Coolant Water

1. In the event that a state agency of the State of Washington develops, implements or sponsors plans for the multiuse of the coolant water from the Project, the Supply System agrees to supply at no cost to the State warm water to the maximum practical extent, but not less than 4,000 gallons per minute at its source of diversion at an agree-upon source; provided, that it is understood that at times plant operation may preclude delivery of such effluent water either in a warmed state or in the quantity mentioned above. In the event of that circumstance and to enable the early commencement or continuance of the multi-use project with unwarmed water, the Supply System agrees to provide a valved outlet on the cooling water supply system capable of delivering such water at a rate of at least 4,000 gallons per minute.

C. Modification of Agreement

1. This Certification Agreement may be amended by initiation of either the Council or the applicant. Such amendatory activity shall be accomplished pursuant to Council rules and procedures then in effect in a like manner upon formal Council order as the development of this original Certification Agreement, including, but not limited to, the obtaining of the approval of the Governor. Any such amendments to this Agreement shall be made in writing.

2. In certain circumstances where a dangerous degree of impact on the environment exists or is imminent, the Council may impose specific conditions or requirements upon the applicant in addition to the terms and conditions of the Certification Agreement as a consequence of any said emergency situation. The Administrative Procedures Act in RCW 34.04.170(2) contains authority for the Council to find that the public health, safety or welfare may imperatively require such emergency action.

Dated at Richland, Washington, this 17<sup>th</sup> day of May, 1972

FOR THE STATE OF WASHINGTON

        /s/        

Daniel J. Evans, Governor

FOR THE WASHINGTON PUBLIC  
POWER SUPPLY SYSTEM

        /s/        

Edwin W. Taylor, President

        /s/        

Ed Fischer, Chairman  
Executive Committee

        /s/        

J.J. Stein, Managing Director

Approved as to from this 16<sup>th</sup> Day of May, 1972

        /s/        

Assistant Attorney General  
Charles F. Murphy