

IN THE CIRCUIT COURT OF THE STATE OF OREGON
FOR THE COUNTY OF MULTNOMAH

COLUMBIA RIVERKEEPER and
FRIENDS OF THE COLUMBIA
GORGE,

Petitioners,

v.

OREGON DEPARTMENT OF
ENERGY; and PERENNIAL-
WINDCHASER LLC;

Respondents.

)
) Case No. 20CV _____
)

PETITION FOR JUDICIAL REVIEW

)
) (Oregon Administrative Procedures Act,
) ORS ch. 183; Oregon Energy Facility
) Siting Act, ORS ch. 469)
)

)
) [Filing Fee Authority: ORS 21.135(1),
) (2)(e)]
)

**NOT SUBJECT TO MANDATORY
ARBITRATION**

INTRODUCTION

1.

This petition is filed pursuant to the Oregon Administrative Procedures Act, ORS Chapter 183, and the Oregon Energy Facility Siting Act, ORS Chapter 469. Petitioners allege that the Oregon Department of Energy (“ODOE” or “Department”) grievously erred when it determined that Perennial-WindChaser LLC (“PWC”) lawfully began construction of the Perennial Wind Chaser Station, an unbuilt gas-fired power plant that would be located in Umatilla County.

PARTIES

2.

Petitioner COLUMBIA RIVERKEEPER (“Riverkeeper”) is a 501(c)(3) nonprofit organization originally registered in the State of Washington and now licensed in both Oregon

1 and Washington, with offices located in Portland, Oregon and Hood River, Oregon.

2 Riverkeeper’s mission is to restore and protect the water quality of the Columbia River and all
3 life connected to it, from the headwaters to the Pacific Ocean. To achieve these objectives,
4 Riverkeeper operates scientific, education, and legal programs aimed at protecting water quality,
5 air quality, public health, climate stability, and habitat in the Columbia River basin. Riverkeeper
6 has over 16,000 members and supporters.

7 3.

8 Petitioner FRIENDS OF THE COLUMBIA GORGE (“Friends”) is a nonprofit Oregon
9 corporation with approximately 6,500 members. Friends’ mission is to vigorously protect the
10 scenic, natural, cultural, and recreational resources of the Columbia River Gorge. Friends fulfills
11 this mission by ensuring strict implementation of the Columbia River Gorge National Scenic Area
12 Act and other laws protecting the region of the Columbia River Gorge; promoting responsible
13 stewardship of Gorge land, air, and waters; encouraging public ownership of sensitive areas;
14 educating the public about the unique natural values of the Columbia River Gorge and the
15 importance of preserving those values; and working with groups and individuals to accomplish
16 mutual preservation goals.

17 4.

18 Respondent OREGON DEPARTMENT OF ENERGY is an agency of the State of Oregon.
19 Pursuant to state law, ODOE provides clerical and staff support to the Oregon Energy Facility
20 Siting Council (“EFSC” or “Council”) in EFSC’s review of applications seeking permission to
21 construct large energy projects throughout the State of Oregon. EFSC-issued permits are called
22 “site certificates” pursuant to state law.

23 5.

24 Respondent PERENNIAL-WINDCHASER, LLC is a limited liability company registered
25 in the State of Delaware. PWC is wholly owned by Perennial Power Holdings, Inc. (“PPH”). PWC
26 is the site certificate holder for the EFSC-issued Site Certificate for the Perennial Wind Chaser
27 Station (“Site Certificate”).

1 13.

2 The initial site certificate issued in 2015 required that PWC commence construction, as
3 that term is defined in ORS 469.300(6), by September 23, 2018.

4 14.

5 On August 2, 2018, PWC submitted a Request for Amendment 1 (“RFA1”) to amend the
6 Site Certificate, including by extending the construction deadlines in the Site Certificate.

7 15.

8 When a site certificate holder seeks an extension of a construction deadline for an unbuilt
9 energy project, EFSC is required to fully review the project as if it were a new proposal and
10 determine whether the project complies with all applicable laws.

11 16.

12 During the RFA1 amendment process, Riverkeeper raised concerns that PWC’s Air
13 Contaminant Discharge Permit (“ACDP”) for the Facility, issued by the Oregon Department of
14 Environmental Quality (“DEQ”), may have expired or would expire soon. On November 22, 2019,
15 EFSC granted the RFA1, thus extending the deadline for PWC to begin construction of the Facility
16 to September 23, 2020. EFSC dismissed Riverkeeper’s concerns, concluding in a Final Order that
17 “even if the Council amends the site certificate to extend the construction commencement date to
18 September 23, 2020, Perennial would not be able to commence facility construction without a
19 valid DEQ permit.”

20 17.

21 Pursuant to OAR 345-027-0313, if PWC failed to lawfully begin construction by
22 September 23, 2020, the Site Certificate would expire and would be deemed terminated by
23 operation of law.

24 18.

25 On May 22, 2020, JJ Jamieson, a representative for PWC, testified to EFSC during an
26 EFSC public meeting that, PWC would be unable to start construction of the Facility by the
27 September 23, 2020 deadline because the COVID-19 pandemic had interfered with its ability to

1 complete certain pre-construction surveys in 2020. Specifically, Mr. Jamieson stated that “[w]e
2 received approval of the amendment to our site certificate last fall, and with that came some
3 specific preconstruction conditions that we had to meet. Among those were some surveys that
4 needed to take place, and these surveys—wildlife and vegetation surveys—have to take place at a
5 very specific time, namely in April” and that “I have to perform [these surveys] at a very specific
6 time of year, so I find myself now that, because of COVID specifically, I can’t complete my pre-
7 construction conditions to start construction on September 23.”

8 19.

9 At the same May 22, 2020 EFSC meeting, Mr. Jamieson also testified that, because PWC
10 could not start construction in 2020, PCW intended to apply for another extension of the
11 construction start deadline for the Facility. Specifically, Mr. Jamieson stated that PWC “would be
12 putting in what we’ve done in the past,” that PWC is “familiar with” this certificate amendment
13 process, that “we know what we need to do to get it done,” and that “we can work through
14 something that’s familiar to us, and find a solution to the impacts that COVID-19 has had on the
15 ability to start construction.”

16 20.

17 On August 6, 2020, Riverkeeper contacted ODOE via phone and email to inquire
18 whether PWC had in fact applied for a second extension of the construction commencement
19 deadline for the Facility. ODOE responded via email that it anticipated PWC would not request
20 such an extension, and that PWC instead would attempt to meet the “applicable” pre-
21 construction conditions in the Site Certificate and commence construction by the September 23,
22 2020 deadline.

23 21.

24 On August 17, 2020, DEQ confirmed in an email to Riverkeeper that PWC’s ACDP for
25 the Facility had expired and that PWC had applied for a new ACDP. DEQ informed Riverkeeper
26 that the agency was not actively drafting a new permit because PWC had indicated it was
27 considering a design change to the facility.

1 22.

2 On August 20, 2020, Riverkeeper sent a letter to ODOE expressing concerns regarding
3 PWC's failures to meet numerous preconstruction conditions of the Site Certificate.

4 23.

5 On September 2, 2020, ODOE served on Riverkeeper a written response to Riverkeeper's
6 August 20, 2020 letter, in which ODOE dismissed the organization's concerns and made
7 numerous statements or findings of fact and what appear to be legal conclusions. In this
8 September 2, 2020 response, ODOE concluded that PWC's newly adopted intentions to attempt
9 construction of the Facility without first complying with numerous pre-construction conditions
10 was consistent with the applicable law and with the Site Certificate itself.

11 24.

12 On September 18, 2020, ODOE served on PWC a letter concluding that all
13 preconstruction conditions "applicable to Phase 1 construction" of the Facility had been satisfied.
14 The letter further indicates that "Phase 1 construction would occur over an approximately 12-
15 week period and includes constructing an approximately 200-foot by 30-foot access road and an
16 access bridge across the Westland Irrigation District canal."

17 25.

18 Neither the Site Certificate nor the First Amended Site Certificate for the Perennial Wind
19 Chaser Station approves a "Phase 1 construction" for the Facility or even contemplates that the
20 Facility would be constructed in phases. Nor do any of EFSC's Final Orders for the Facility
21 approve "phased" construction of the Facility.

22 26.

23 OAR 345-021-0010(1)(b)(F) requires applicants for site certificates to submit a
24 construction schedule as part of its application. Exhibit B to PWC's 2014 site certificate
25 application indicates that "[t]he construction duration for the Station is expected to be 22 months,
26 from mobilization to commencement of commercial operation The first two months of
27 construction activities will comprise site preparation and grading work. Then, construction for

1 Unit 1 through Unit 4 will continue for the next 16 months until the units are ready to be
2 commissioned” This proposed construction schedule was approved by EFSC in 2015.

3 27.

4 In RFA1, PWC indicated that no changes were proposed with respect to the construction
5 schedule included in its 2014 site certificate application and approved in 2015.

6 28.

7 Pursuant to OAR 345-021-0006(10), all representations made in a site certificate
8 application and supporting record are deemed to be binding commitments made by an applicant.

9 29.

10 Pursuant to ORS 469.401(3), the terms and conditions of the Site Certificate and the First
11 Amended Site Certificate for the Perennial Wind Chaser Station are binding on all Respondents
12 “as to the approval of the site and construction and operation of the facility.”

13 30.

14 Pursuant to OAR 345-025-0006(1), a certificate holder “must design, construct, operate
15 and retire the facility: (a) Substantially as described in the site certificate, (b) In compliance with
16 the requirements of ORS Chapter 469, applicable Council rules, and applicable state and local
17 laws, rules and ordinances in effect at the time the site certificate is issued; and (c) in compliance
18 with all applicable permit requirements of other state agencies.”

19 31.

20 Pursuant to OAR 345-025-0006(1), the “Council may not change the conditions of the site
21 certificate except as provided for in OAR Chapter 345, division 27.”

22 32.

23 Pursuant to OAR 345-027-0350(4)(c), “an amendment to a site certificate is required to . .
24 . [d]esign, construct, or operate a facility in a manner different from the description in the site
25 certificate, if the proposed change . . . [c]ould require a new condition or a change to a condition
26 in the site certificate.”

27 ////

1 33.

2 ORS 469.402, provides that if the Council elects to “impose conditions on a site certificate
3 or an amended site certificate . . . that require subsequent review and approval of a future action,”
4 that review may be expressly delegated to ODOE by the Council if the Council determines such
5 delegation is warranted under the circumstances of the case.

6 34.

7 Upon information and belief, Council did not delegate to ODOE the authority to review or
8 approve changes to the approved construction schedule for the Facility, to waive conditions of the
9 Site Certificate, or to make any determinations regarding which pre-construction conditions are
10 “applicable” to purported “phases” of construction.

11 35.

12 The term “construction” is defined in the Site Certificate and by ORS 469.300(6) as
13 “work performed on a site, excluding surveying, exploration or other activities to define or
14 characterize the site, the cost of which exceeds \$250,000.” Thus, unless and until at least
15 \$250,000 worth of physical work has been performed at a site, “construction” has not
16 commenced.

17 36.

18 Upon information and belief, PWC failed to perform or cause physical on-site work
19 building the Facility worth more than \$250,000 prior to the September 23, 2020 construction
20 start deadline.

21 37.

22 Additionally, the Site Certificate contains numerous conditions of approval, including
23 numerous conditions that, by their own terms and pursuant to the applicable law, were required
24 to be satisfied prior to beginning construction of the Facility. The term “facility” as used in the
25 Site Certificate is defined by the Site Certificate itself (and by the applicable law) as “an energy
26 facility together with any related or supporting facilities.”

27 ////

1 38.

2 Prior to the September 23, 2020, deadline to begin construction of the Facility, PWC failed
3 to comply with numerous conditions of approval of the Site Certificate that, by their own terms
4 and pursuant to the applicable law, were required to be satisfied prior to commencing construction
5 of the Facility. Thus, even if PWC performed or caused more than \$250,000 of physical on-site
6 work building the Facility prior to September 23, 2020 deadline, it still failed to lawfully
7 commence construction.

8 39.

9 PWC failed to lawfully commence construction of the Facility by the September 23,
10 2020, construction start deadline.

11 40.

12 PWC also failed, prior to the September 23, 2020, construction start deadline, to submit to
13 EFSC a request to amend the Site Certificate to extend the construction start deadline for a second
14 time. If PWC had submitted such a request, EFSC would have been required to again review the
15 Facility for current compliance with the applicable law, and the public, including Petitioners,
16 would have been allowed to participated in that review process, for example by submitting written
17 comments, by attending any public hearings held, and by formally requesting that EFSC conduct
18 a contested case proceeding in order to resolve the Facility's current compliance with the
19 applicable law.

20 41.

21 Although it has been more than six years since the Facility was first applied for, upon
22 information and belief, PWC has never secured any buyer(s) for the power that would be produced
23 by the Facility.

24 **THE AGENCY ORDERS AT ISSUE**

25 42.

26 This appeal challenges three final agency Orders issued by ODOE, one issued on
27 September 2, 2020; one on September 18, 2020; and one on September 21, 2020.

1 43.

2 On September 2, 2020, ODOE issued and served upon a representative of Riverkeeper an
3 Order entitled “Response to Letter Dated August 20, 2020.” In this Order, ODOE interpreted the
4 applicability of the pre-construction conditions of PWC’s site certificate. Specifically, contrary to
5 the plain language of the Site Certificate, ODOE determined that PWC must only “meet the pre-
6 construction requirements applicable to the part of the facility to be constructed” (emphasis in
7 original).

8 44.

9 In the September 2, 2020 Order, ODOE also misinterpreted the plain language in OAR
10 345-025-0006(5). That regulatory provision prohibits a certificate holder from beginning
11 construction or creating “a clearing on any part of a site until the certificate holder has
12 construction rights on all parts of the site. For the purpose of this rule, ‘construction rights’
13 means the legal right to engage in construction activities.” Despite the clear definition of
14 “construction rights” within the rule, ODOE in its September 2, 2020, Order unlawfully
15 redefined and narrowed the term “construction rights” to mean solely that “the certificate holder
16 has ownership rights or lease rights” to the site.

17 45.

18 PWC does not have an ACDP from DEQ. Pursuant to OAR 340-216-0020(3), “[n]o
19 person may construct, install, establish, develop or operate any air contaminant source . . .
20 without first obtaining an [ACDP] from DEQ” Thus, PWC does not have a legal right to
21 construct the emitting portion of the Facility. Pursuant to OAR 345-025-0006(5), PWC was
22 prohibited from creating a clearing “on any part of the site” because it did not have the legal right
23 to construct all parts of the site.

24 46.

25 The “Phase 1” construction concept was neither proposed by PWC in the initial application
26 for the Site Certificate, nor proposed in its subsequent request for an amendment to the Site
27 Certificate. Nor was the “Phase 1” construction concept referenced in or approved by the Site

1 Certificate, EFSC's amendment thereto, or any of EFSC's Final Orders regarding the Facility.

2 47.

3 Upon information and belief, EFSC has not delegated to ODOE the authority to review
4 and approve changes to PWC's construction schedule or the applicability of the preconstruction
5 conditions. Nor has PWC prepared a written evaluation, as required by OAR 345-027-0355,
6 explaining why these changes do not require a site certificate amendment.

7 48.

8 On September 18, 2020, ODOE issued and served upon representatives for PPH and
9 PWC a Final Order entitled "Preconstruction Compliance Evaluation for Perennial Wind Chaser
10 Station Site Certificate." This Order acknowledges the receipt of and evaluates "several
11 compliance submittals from June 23, 2020 through September 18, 2020, for general and
12 preconstruction site certificate conditions imposed in the amended Perennial Wind Chaser site
13 certificate." The Order purports to confirm "that Perennial has provided sufficient information to
14 satisfy all preconstruction condition requirements applicable to Phase 1." The Order includes an
15 Attachment 1, in which ODOE evaluated numerous conditions of the Site Certificate and
16 determined whether each condition had or had not been met. In Attachment 1, ODOE also
17 purported to waive compliance with numerous pre-construction conditions as "not applicable to
18 Phase 1."

19 49.

20 One of the Site Certification conditions ODOE deemed satisfied in the September 18,
21 2020, Order was GEN-OE-02. That condition states that "[t]he certificate holder shall obtain all
22 necessary federal, state and local permits or approvals required for construction, operation and
23 retirement of the facility." ODOE deemed this condition satisfied even though PWC does not
24 have a construction stormwater permit from DEQ, as required by state and federal law and
25 condition CON-SP-01 of the Site Certificate.

26 50.

27 Also in the September 18, 2020, Order, ODOE indicates that the restoration bond or letter

1 of credit required by Conditions PRE-RT-01 and PRE-RT-02 had been “adjusted to reflect Phase
2 1.” This purported adjustment by ODOE was in direct violation of Condition PRE-RT-02, which
3 indicates a specific amount that is to be paid for the initial bond or letter of credit and expressly
4 states that any revision to the restoration costs “would need to be reviewed and approved by the
5 Council through a site certificate amendment.”

6 51.

7 On September 21, 2020, ODOE issued and served upon representatives of PWC and/or
8 PPH a Final Order entitled “Commencement of Perennial Wind Chaser Station Phase 1
9 Construction.” This Order purported to confirm that the Site Certificate had been “activated.”

10 52.

11 Neither the Site Certificate, nor the applicable law, discusses or authorizes any concept of
12 “activating” this Site Certificate or any other site certificate.

13 53.

14 On September 24, 2020, ODOE informed a Riverkeeper representative via email that
15 PWC began construction on September 21, 2020.

16 **THE NATURE OF THE PETITIONERS’ INTERESTS**

17 54.

18 Petitioners have significant interests in whether Respondent ODOE is lawfully and
19 correctly implementing state statutes and rules governing energy siting and administrative
20 procedures; whether construction of the Facility has lawfully commenced; whether the Site
21 Certificate has expired; whether the Facility is actually under construction; and whether it will be
22 fully built and operated.

23 55.

24 Petitioners have significant interest in reducing climate change impacts within the State
25 of Oregon. If constructed, the Facility would be one of the largest stationary sources of
26 greenhouse gas emissions within the state. By declining to apply for a site certificate amendment
27 to extend the construction start deadline for the Facility, PWC avoided application of EFSC’s

1 recently revised carbon monetary offset rate. If ODOE's decisions are allowed to stand, this will
2 result in a significant cost savings to PWC and greater impacts to the environment.

3 56.

4 Petitioners have significant interests in the protection and enhancement of the natural,
5 scenic, recreational, and cultural resources threatened by this Facility. Petitioners have invested
6 time and important resources into trying to protect these resources from impacts such as those that
7 would be created by this Facility. Petitioners' members and staff regularly lead and participate in
8 recreational activities in the areas affected by this Facility, and intend to continue these activities.
9 These activities include hiking, running, walking, bicycling, horseback riding, rock climbing,
10 swimming, boating, river rafting, kayaking, canoeing, fishing, the viewing of salmon and other
11 fish and wildlife, birdwatching, botanical identification, the viewing of cultural resources, general
12 sightseeing, and quiet enjoyment.

13 **ADVERSE EFFECTS ON PETITIONERS**

14 57.

15 Petitioners are adversely affected or aggrieved by ODOE's Orders in multiple ways. ODOE
16 unlawfully purported to waive numerous preconstruction conditions for the Facility and incorrectly
17 concluded that construction of the Facility was lawfully commenced. ODOE's determinations
18 violate the applicable law and the language of the Site Certificate. As a result of these
19 determinations, ODOE has effectively given PWC at least three additional years to construct the
20 Facility than would otherwise have been allowed. Moreover, ODOE has unlawfully allowed PWC
21 to bypass the required procedures for extending a construction start deadline for a project. Had
22 those required procedures been followed here, EFSC would have been required to evaluate the
23 Facility's current compliance with applicable law (including the revised carbon offset rate), and
24 the public at large, including Petitioners, would have been allowed to participate in EFSC's
25 decision-making processes and affect the result. ODOE's Orders, including the erroneous legal
26 interpretations contained therein, adversely affect or aggrieve Petitioners' interests in ensuring the
27 protection of resources.

**THE GROUNDS UPON WHICH PETITIONERS CONTEND THE
AGENCY ORDERS SHOULD BE REVERSED OR REMANDED
CLAIM FOR RELIEF
(Violations of Oregon Administrative Procedures Act
and Oregon Energy Facility Siting Act)**

58.

In issuing each or all of the three challenged Orders, ODOE acted in violation of the Oregon Administrative Procedures Act and the Oregon Energy Facility Siting Act. ODOE did so by (1) erroneously interpreting one or more provisions of law; (2) acting outside the range of discretion delegated to the agency by law; (3) acting inconsistent with one or more agency rules, officially stated agency positions, and/or prior agency practices without explaining the inconsistencies; (4) acting in violation of a statutory provision; and/or (5) issuing agency orders not supported by substantial evidence, in one or more of the following ways:

(a) By erroneously determining that construction of the Facility was lawfully commenced prior to the construction start deadline of September 23, 2020;

(b) By erroneously determining that one or more of the mandatory pre-construction conditions of the Site Certificate were not applicable or satisfied by PWC prior to the construction start deadline of September 23, 2020, including, but not limited to, Conditions PRE-OE-02, PRE-OE-03, PRE-SS-01; PRE-SS-02, PRE-SS-03, PRE-SS-04, PRE-SP-01, PRE-RT-01, PRE-RT-02, PRE-FW-01, PRE-FW-02, PRE-FW-03, PRE-FW-05; PRE-FW-06; PRE-TE-01; PRE-TE-02; PRE-TE-03; PRE-TE-04; PRE-TE-05; PRE-HC-01; PRE-HC-02; PRE-PS-02; PRE-PS-03; PRE-PS-04; PRE-NC-01, PRE-GW-01; PRE-CD-01, PRE-CD-02, PRE-CD-03; PRE-CD-04; PRE-CD-05; PRE-CD-06; and/or PRE-CD-07.

(c) By erroneously determining that one or more of the mandatory general conditions of the Site Certificate were not applicable or were satisfied by PWC including, but not limited to, Conditions GEN-GS-02, GEN-GS-07, and/or GEN-OE-02;

(d) By erroneously determining that one or more of the mandatory construction conditions of the Site Certificate were not applicable or were satisfied by PWC including, but not limited to, Condition CON-SP-01;

1 (e) By unlawfully waiving or purporting to waive binding conditions of the Site
2 Certificate;

3 (f) By authorizing PWC to begin construction of the Facility and/or create a clearing
4 on a portion of the Facility site without first obtaining construction rights on all parts of the site,
5 in violation of OAR 345-025-0006(5);

6 (g) By authorizing PWC to begin construction in a manner inconsistent with the
7 mandatory requirements of OAR 345-025-0006(8) prior to the construction start deadline of
8 September 23, 2020;

9 (h) By unlawfully authorizing an amendment to the bond or letter of credit requirement
10 established by EFSC;

11 (i) By unlawfully authorizing amendments to the construction schedule previously
12 specified in PWC's application for a site certificate and previously approved by EFSC in the Site
13 Certificate and/or by EFSC's Final Orders for the Facility without following the procedures
14 required by law;

15 (j) By unlawfully extending the deadline to commence construction of the Facility
16 outside of and in violation of the required decision-making procedures for amending a site
17 certificate;

18 (k) By erroneously concluding that PWC performed more than \$250,000 worth of
19 physical on-site work to build the Facility prior to the construction start deadline of September 23,
20 2020;

21 (l) By failing to determine that the Site Certificate has expired and must be terminated;

22 (m) By violating ORS 469.370(12) and the Oregon Legislature's expressly stated
23 legislative intent to prohibit "lengthy site banking" of sites for EFSC-approved energy facilities;

24 (n) By erroneously determining that the Site Certificate has been "activated";

25 (o) By allowing further on-site work and/or construction activities for the Facility to
26 continue, and/or by allowing the subsequent operation of the Facility; and

1 (p) By acting in ways as yet unknown to Petitioners that violated the applicable
2 statutes, rules, Site Certificate, and/or EFSC Final Orders.

3 59.

4 Pursuant to ORS 183.497, Petitioners request an award of reasonable attorney fees and
5 costs incurred in this matter.

6 **REQUESTED RELIEF**

7 WHEREFORE, Petitioners request that this Court, exercising its authority under ORS
8 183.480, 183.484, 183.486, 183.497, and 469.563,

9 1. Declare that, in issuing the challenged Orders, ODOE (1) erroneously interpreted
10 one or more provisions of law; (2) acted outside the range of discretion delegated to the agency by
11 law; (3) acted inconsistent with one or more agency rules, officially stated agency positions, and/or
12 prior agency practices without explaining the inconsistencies; (4) acted in violation of a statutory
13 provision; and/or (5) issued agency Orders not supported by substantial evidence;

14 2. Set aside and reverse or remand each or all of the challenged Orders;

15 3. Declare that the Site Certificate for this Facility has expired and is terminated,
16 pursuant to OAR 345-027-0313;

17 4. Restrain and enjoin the construction and operation of the Facility without a new
18 EFSC-issued site certificate;

19 5. Award Petitioners their reasonable attorney fees and costs; and

20 6. Award Petitioners such other relief as the Court deems just and equitable.

21 DATED: November 2, 2020

22 CRAG LAW CENTER

23 */s/ Maura C. Fahey*

24 Maura C. Fahey, OSB #133549

25 Email: maura@crag.org

26 Attorney for Petitioners and Trial Attorney

LAW OFFICE OF KARL G. ANUTA, P.C.

/s/ Karl G. Anuta

Karl G. Anuta, OSB #861423

Email: kga@integra.net

Of Attorneys for Petitioners

COLUMBIA RIVERKEEPER

/s/ Erin K Saylor

Erin K. Saylor, OSB #085725

Email: erin@columbiariverkeeper.org

Staff Attorney for Petitioner Riverkeeper

FRIENDS OF THE COLUMBIA GORGE

/s/ Nathan J. Baker

Nathan J. Baker, OSB #001980

Email: nathan@gorgefriends.org

Senior Staff Attorney for Petitioner Friends

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27