STATE OF LOUISIANA

DEPARTMENT OF ENVIRONMENTAL QUALITY

IN THE MATTER OF:	*	**Settlement Tracking No.**
	*	**SA-AE-14-0007**
BOISE CASCADE WOOD PRODUCTS, L.L.C.	*	
	*	
	*	**Enforcement Tracking No.**
AI # 4045	*	**AE-CN-12-01430**
	*	
PROCEEDINGS UNDER THE LOUISIANA ENVIRONMENTAL QUALITY ACT LA. R.S. 30:2001, ET SEQ.	*	

SETTLEMENT

The following Settlement is hereby agreed to between Boise Cascade Wood Products, L.L.C. ("Respondent") and the Department of Environmental Quality ("DEQ" or "the Department"), under authority granted by the Louisiana Environmental Quality Act, La. R.S. 30:2001, et seq. ("the Act").

I

Respondent is a limited liability company that owns and/or operates a facility located in Oakdale, Allen Parish, Louisiana ("the Facility").

II

On January 10, 2013, the Department issued to Respondent a Consolidated Compliance Order & Notice of Potential Penalty (CONOPP), Enforcement No. AE-CN-12-01430, which was based upon the following findings of fact:

"The Respondent owns and/or operates Oakdale Plywood Plant (the facility), located at 140 Van Ply Road in Oakdale, Allen Parish, Louisiana. The facility operates or has operated under the authority Title V Air Permits as shown in Table A:

TABLE A

UNIT	PERMIT NO.	ISSUE DATE	EXPIRATION DATE
Oakdale Plywood Plant	0060-00008-V0	3/12/2004	3/12/2009
Oakdale Plywood Plant	0060-00008-V1	10/12/2004	3/12/2009
Oakdale Plywood Plant	0060-00008-V2	6/7/2005	3/12/2009
Oakdale Plywood Plant	0060-00008-V3	11/6/2009	11/6/2014
Oakdale Plywood Plant	PSD-LA-743	11/6/2009	5/6/2011

On or about November 16, 2012, a file review of the facility was performed to determine the degree of compliance with the Act and the Air Quality Regulations.

While the investigation by the Department is not yet complete, the following violations were noted during the course of the file review:

A. In correspondence dated October 29, 2012, the Respondent submitted emission testing results for Regenerative Thermal Oxidizer 1 (RTO1), EQT 0018. The Respondent reported that emission testing results showed excess emissions of Carbon Monoxide (CO) in pounds per hour (lb/hr) as shown in Table B:

TABLE B

Emission Source	Test Date	Pollutant	Permit level, maximum lb/hr	Emission test, lb/hr
EQT 0018	6/5/2012	CO	6.67	**14.87**
EQT 0018	9/21/2012	CO	6.67	**13.97**

Each failure to demonstrate compliance with the limits of the permit for emission of CO from RTO1 is a violation of Title V Air Permit No. 0060-00008-V3, LAC 33:III.501.C.4, La. R.S. 30:2057(A)(1) and 30:2057(A)(2).

B. In correspondence dated October 24, 2012, the Respondent calculated the past years' emissions in tons per year (tpy) of CO from RTO1, based on the results of the emission testing shown in Table B. The calculated yearly emissions of CO are shown in Table C:

TABLE C

Year	Title V Permit	Permit Limit, tpy	Calculated Emission, tpy
2004	0060-00008-V0	11.56	**30.95**
2004	0060-00008-V1		**14.57**
2005			**23.81**
2005	0060-00008-V2	11.89	**34.17**
2006			**52.64**
2007			**49.76**
2008	0060-00008-V2	11.89	**52.43**
2009			**16.67**
2009	0060-00008-V3	18.94	**1.60**
2010			**23.24**
2011			**46.80**
2012*			**89.10**

*projected

Each failure to comply with the limits of the permit for emission of CO from RTO1 is a violation of Title V Air Permit No. 0060-00008-V3, LAC 33:III.501.C.4, La. R.S. 30:2057(A)(1) and 30:2057(A)(2).

C. In correspondence dated October 5, 2012, the Respondent submitted emission testing results for the facility's Hogged Fuel Fired Boiler, EQT 0003. The Respondent reported that emission testing results showed excess emissions of Particulate Matter (PM_{10}) in lb/hr as shown in Table D:

TABLE D

Emission Source	Test Date	Pollutant	Permit level, maximum lb/hr	Emission test, lb/hr
EQT 0003	8/15/2012	PM_{10}	14.36	**51.91**

Each failure to demonstrate compliance with the limits of the permit for emission of PM_{10} from the Hogged Fuel Fired Boiler is a violation of Title V Air Permit No. 0060-00008-V3, LAC 33:III.501.C.4, La. R.S. 30:2057(A)(1) and 30:2057(A)(2).

D. On or about October 25, 2012, the Respondent received the results of the source testing for RTO1 for the Hogged Fuel Fired Boiler conducted on or about September 21, 2012. In correspondence postmarked December 17, 2012, the Respondent submitted an application to modify Title V Air Permit No. 0060-00008-V3 to incorporate the results of the stack testing for RTO1 and the Hogged Fuel Fired Boiler. The application was submitted 87 days following reception of the stack test results. The failure to request a permit modification within 45 days after receiving test results that demonstrate that a permit modification is required is a violation of LAC 33:III.523.A, LAC 33:III.501.C.4, La. R.S. 30:2057(A)(1) and 30:2057(A)(2).

In correspondence dated October 24, 2012, the Respondent requested interim limits for the Hogged Fuel Boiler, EQT 0003, and for Regenerative Thermal Oxidizer 1 (RTO1), EQT 0018."

III

Respondent denies it committed any violations or that it is liable for any fines, forfeitures and/or penalties.

IV

Nonetheless, Respondent, without making any admission of liability under state or federal statute or regulation, agrees to pay, and the Department agrees to accept, a payment in the amount of THIRTEEN THOUSAND ONE HUNDRED NINETY AND 23/100 DOLLARS ($13,190.23), of which Nine Hundred Thirty-Six and 22/100 Dollars ($936.22) represents the Department's enforcement costs, in settlement of the claims set forth in this agreement. The total amount of money expended by Respondent on cash payments to the Department as described above, shall be considered a civil penalty for tax purposes, as required by La. R.S. 30:2050.7(E)(1).

V

Respondent further agrees that the Department may consider the permit record(s), the CONOPP and this Settlement for the purpose of determining compliance history in connection with any future enforcement or permitting action by the Department against Respondent, and in any such action Respondent shall be estopped from objecting to the above-referenced documents being considered as proving the violations alleged herein for the sole purpose of determining Respondent's compliance history.

VI

This agreement shall be considered a final order of the Secretary for all purposes, including, but not limited to, enforcement under La. R.S. 30:2025(G)(2), and Respondent hereby waives any

right to administrative or judicial review of the terms of this agreement, except such review as may be required for interpretation of this agreement in any action by the Department to enforce this agreement.

VII

This settlement is being made in the interest of settling the state's claims and avoiding for both parties the expense and effort involved in litigation or an adjudicatory hearing. In agreeing to the compromise and settlement, the Department considered the factors for issuing civil penalties set forth in La. R. S. 30:2025(E) of the Act.

VIII

The Respondent has caused a public notice advertisement to be placed in the official journal of the parish governing authority in Allen Parish, Louisiana. The advertisement, in form, wording, and size approved by the Department, announced the availability of this settlement for public view and comment and the opportunity for a public hearing. Respondent has submitted an original proof-of-publication affidavit and an original public notice to the Department and, as of the date this Settlement is executed on behalf of the Department, more than forty-five (45) days have elapsed since publication of the notice.

IX

Payment is to be made within ten (10) days from notice of the Secretary's signature. If payment is not received within that time, this Agreement is voidable at the option of the Department. Payments are to be made by check, payable to the Department of Environmental Quality, and mailed or delivered to the attention of Accountant Administrator, Financial Services Division, Department of Environmental Quality, Post Office Box 4303, Baton Rouge, Louisiana, 70821-4303. Each payment shall be accompanied by a completed Settlement Payment Form (Exhibit A).

X

In consideration of the above, any claims for penalties are hereby compromised and settled in accordance with the terms of this Settlement.

XI

Each undersigned representative of the parties certifies that he or she is fully authorized to execute this Settlement Agreement on behalf of his or her respective party, and to legally bind such party to its terms and conditions.

BOISE CASCADE WOOD PRODUCTS, L.L.C.

BY: _____
(Signature)

_____
(Printed)

TITLE: _____

THUS DONE AND SIGNED in duplicate original before me this _____ day of _____, 20 _____, at _____.

_____
NOTARY PUBLIC (ID #_____)

_____
(stamped or printed)

LOUISIANA DEPARTMENT OF ENVIRONMENTAL QUALITY
Peggy M. Hatch, Secretary

BY: _____
Cheryl Sonnier Nolan, Assistant Secretary
Office of Environmental Compliance

THUS DONE AND SIGNED in duplicate original before me this _____ day of _____, 20_____, at Baton Rouge, Louisiana.

_____
NOTARY PUBLIC (ID # _____)

_____
(stamped or printed)

Approved: _____
Cheryl Sonnier Nolan, Assistant Secretary