

**ALABAMA DEPARTMENT OF
ENVIRONMENTAL MANAGEMENT**

In the Matter Of:

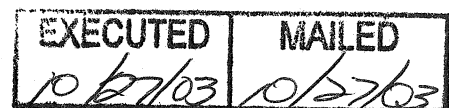
Weyerhaeuser Company
Pine Hill Plywood and Sawmill Facility
Air Facility ID No. 109-S007
Pine Hill, Wilcox County, Alabama

CONSENT ORDER NO. 04-008-CAP

FINDINGS

Pursuant to the provisions of the Alabama Environmental Management Act, §§22-22A-1 through 22-22A-16, Code of Alabama (1975), as amended, the Alabama Air Pollution Control Act, §§22-28-1 through 22-28-23, Code of Alabama (1975), as amended, and the ADEM Administrative Code of Regulations ("ADEM Admin. Code R.") promulgated pursuant thereto, and without the adjudication of any issues of fact or law and upon the consent of the parties concerned hereto, the Alabama Department of Environmental Management (hereinafter, "the Department") makes the following FINDINGS:

1. **Weyerhaeuser Company** (hereinafter, "Weyerhaeuser") operates a sawmill and plywood facility located on Highway 10 E, Pine Hill, Wilcox County, Alabama, which includes, a southern pine sawmill, dry kilns, planer mill, log soaking vats, veneer dryers, board presses, and various product handling processes.



2. The Alabama Department of Environmental Management is a duly constituted agency of the State of Alabama pursuant to §§22-22A-1 through 22-22A-16, Code of Alabama (1975), as amended.

3. Pursuant to §22-22A-4(n), Code of Alabama (1975), as amended, the Department is the State air pollution control agency for purposes of the Federal Clean Air Act, 42 U.S.C. 7401 through 7671q, as amended. In addition, the Department is authorized to administer and enforce the provisions of the Alabama Air Pollution Control Act, §§22-28-1 through 22-28-23, Code of Alabama (1975), as amended.

4. Pursuant to ADEM Admin. Code R. 335-3-16-.03, Weyerhaeuser is subject to the applicable requirements and conditions of a Title V, Major Source Operating Permit (MSOP) that was issued to it on August 25, 1999.

5. Pursuant to ADEM Admin. Code R. 335-16-.05(c)2, and MSOP process specific proviso No. 1 under emission monitoring and proviso No. 1 under recordkeeping and reporting requirements for the Edge Hog and the Dry End Core Saw with Cyclone, daily observation of the cyclone for visible emissions greater than normal is required to be performed and documentation of the results in a logbook is required to be performed and made available for inspection.

6. Pursuant to ADEM Admin. Code R. 335-16-.05(c)2, and MSOP process specific provisos Nos. 1 and 2 under emission monitoring and proviso No. 1 under recordkeeping and reporting requirements for the Plywood Sanding, Tongue and Groove with Baghouse No. 1, weekly observation for any visible emissions is required to be performed to insure that the pressure differential across the baghouse is within the manufacturers recommended operating

range and documentation of the results in a logbook is required to be performed and made available for inspection.

7. Pursuant to ADEM Admin. Code R. 335-16-.05(c)2, and MSOP process specific provisos Nos. 1 and 2 under emission monitoring and proviso No. 1 under recordkeeping and reporting requirements for the Sanderdust Transfer System with Baghouse No. 2, weekly observation for any visible emissions are required to be performed to insure that the pressure differential across the baghouse is within the manufacturers recommended operating range, and documentation of the results in a logbook is required to be performed and made available for inspection.

8. On April 14, 2003, during a routine inspection by Department Personnel, periodic monitoring records were not available for the Edge Hog, Dry End Core Saw with Cyclone, Plywood Sanding, Tongue and Groove Process with Baghouse No. 1, and Sanderdust Transfer System with Baghouse No. 2. for the period from January 29, 2003, through February 28, 2003.

9. On April 30, 2003, the Department issued a Notice of Violation (NOV) to Weyerhaeuser for failing to accomplish periodic monitoring and recordkeeping as required by ADEM Admin. Code R. 335-3-16-.05(c)2 and the periodic monitoring and record keeping requirements required by the MSOP for the Edge Hog, Dry End Core Saw with Cyclone, Plywood Sanding, Tongue and Groove process with Baghouse No. 1, and Sanderdust Transfer System with Baghouse.

10. On May 19, 2003, the Department received a response to the April 30, 2003 NOV from Weyerhaeuser.

11. Weyerhaeuser neither agrees nor disagrees with the Findings presented in this Consent Order, but, in an effort to cooperate with the Department and to comply with the

provisions of the Alabama Air Pollution Control Act, Weyerhaeuser has consented to the terms of this Consent Order.

12. The Department has agreed to the terms of this Consent Order in order to resolve the violations cited in this Consent Order, and the Department has determined that the terms contemplated in this Consent Order are in the best interests of the citizens of Alabama.

ORDER

Based upon the foregoing FINDINGS and pursuant to §§22-22A-5(10), 22-22A-5(12), 22-22A-5(18), 22-28-10(2) and 22-28-18, Code of Alabama (1975), as amended, and with the consent of Weyerhaeuser, it is hereby ORDERED:

A. That not later than forty-five (45) days after the effective date of this Consent Order, Weyerhaeuser shall pay to the Department a civil penalty in the amount of Forty Thousand Dollars (\$40,000) for the violation cited herein.

B. That, immediately upon the effective date of this Consent Order and continuing thereafter, Weyerhaeuser shall comply with all requirements of its MSOP and all Air Permits that have been issued to it by the Department.

C. That, this Consent Order shall apply to and be binding upon both parties, their directors, officers, and all persons or entities acting under or for them. Each signatory to this Consent Order certifies that he or she is fully authorized by the party he or she represents to enter into the terms and conditions of this Consent Order on behalf of the party represented, and to legally bind such party.

D. That, subject to the terms of these presents and subject to provisions otherwise provided by statute, this Consent Order is intended to operate as a full resolution of the violations which are cited in this Consent Order.

E. That, Weyerhaeuser is not relieved from any liability if it fails to comply with any provision of this Consent Order.

F. That, for purposes of this Consent Order only, Weyerhaeuser agrees that the Department may properly bring an action to compel compliance with the terms and conditions contained herein in a court of competent jurisdiction, including, but not limited to, Montgomery County Circuit Court. Weyerhaeuser also agrees that in any action brought by the Department to compel compliance with the terms of this Agreement, Weyerhaeuser shall be limited to the defenses of *Force Majeure*, compliance with this Agreement, and physical impossibility. A *Force Majeure* is defined as any event arising from causes that are not foreseeable and are beyond the reasonable control of Weyerhaeuser, including its contractors and consultants, which could not be overcome by due diligence (i.e., causes which could have been overcome or avoided by the exercise of due diligence will not be considered to be beyond the reasonable control of Weyerhaeuser) and which delays or prevents performances by a date required by the Consent Order. Events such as unanticipated or increased costs of performance, changed economic circumstances, normal precipitation events, or failure to obtain federal, state or local permits shall not constitute *Force Majeure*.

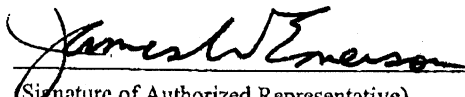
G. That, the sole purpose of this Consent Order is to resolve and dispose of all allegations and contentions stated herein concerning the factual circumstances referenced herein. Should additional facts and circumstances be discovered in the future concerning the facility which would constitute possible violations not addressed in this Consent Order, then such future violations shall be addressed in Orders as may be issued by the Director, litigation initiated by the Department, or such other enforcement action as may be appropriate, and Weyerhaeuser shall not object to such future orders, litigation, or enforcement action based on the issuance of this

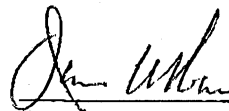
Consent Order if future Orders, litigation or other enforcement action address new matters not raised in this Consent Order.

H. That, by agreement of the parties, this Consent Order shall be considered final and effective immediately upon signature of all parties. This Consent Order shall not be appealable, and Weyerhaeuser does hereby waive any hearing on the terms and conditions of same.

Weyerhaeuser Company

Alabama Department of
Environmental Management


(Signature of Authorized Representative)


James W. Warr
Director

JAMES W. EMERSON V.P./mill mgr.
(Printed Name and Title)

Date Signed: Sept. 15, 2003

Date Signed: 27 Oct 2003