

UNITED STATES DISTRICT COURT
DISTRICT OF OREGON

UNITED STATES OF AMERICA,
Plaintiff,

and States of Arkansas,
Louisiana, and South
Carolina Department of
Health and Environmental
Control,

Plaintiff-Interveners

v.

WILLAMETTE INDUSTRIES, INC.,
Defendant.

Civil No.

CONSENT DECREE
CLEAN AIR ACT
42 U.S.C. § 7413 (b)

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CONSENT DECREE

WHEREAS, Plaintiff, the United States of America (hereinafter "Plaintiff" or "the United States"), on behalf of the United States Environmental Protection Agency (herein, "EPA"), has filed a Complaint alleging that Defendant, Willamette Industries, Inc. (herein, "Willamette" or "Defendant") commenced construction of major emitting facilities and major modifications of major emitting facilities in violation of the Prevention of Significant Deterioration ("PSD") requirements at Part C of the Clean Air Act (the "Act"), [42 U.S.C. §§ 7470-7492](#), and the regulations promulgated thereunder at [40 C.F.R. § 52.21](#) (the "PSD Rules");

WHEREAS, Plaintiff further alleged that Defendant has violated or is in violation of the New Source Performance Standards ("NSPS") promulgated at [40 C.F.R. Part 60](#), pursuant to [Section 111 of the Act, 42 U.S.C. § 7411](#);

WHEREAS, Plaintiff further alleged that Defendant commenced construction of emitting facilities or modified emitting facilities without first obtaining the appropriate preconstruction permits required by the Arkansas, Louisiana, Oregon, and South Carolina State Implementation Plans ("SIPs") approved pursuant to [42 U.S.C. § 7410](#);

WHEREAS, Plaintiff further alleged that Defendant failed to properly provide information to state and federal regulatory

agencies concerning potential air emissions from Defendant's facilities, including emissions of volatile organic compounds ("VOCs"), particulate matter ("PM"), carbon monoxide ("CO") and nitrous oxides ("NOx");

WHEREAS, EPA issued Notices of Violation with respect to such allegations to the Defendant on May 7, 1998 and December 11, 1998 (the "NOVs");

WHEREAS, the States of Arkansas and Louisiana, and the South Carolina Department of Health and Environmental Control ("DHEC") ("Plaintiff-Interveners") have filed Complaints in Intervention, alleging that Willamette was and is in violation of the SIPs, by failing to obtain the appropriate pre-construction permits, by failing to accurately report emissions increases, and failing to install appropriate pollution control technology, in violation of applicable state laws;

WHEREAS, the Defendant has denied and continues to deny the violations alleged in the NOVs and each of the Complaints;

WHEREAS, the United States, Plaintiff-Interveners, and the Defendant have agreed that settlement of this action is in the best interest of the parties and in the public interest, and that entry of this Consent Decree without further litigation is the most appropriate means of resolving this matter; and

WHEREAS, the United States, Plaintiff-Interveners, and the Defendant have consented to entry of this Consent Decree without trial of any issues;

NOW, THEREFORE, without any admission of fact or law, and without any admission of the violations alleged in the Complaints or Notices of Violation, it is hereby ORDERED AND DECREED as follows:

I. JURISDICTION AND VENUE

1. The Complaints state a claim upon which relief can be granted against the Defendant under Sections 113 and 167 of the Act, 42 U.S.C. §§ 7413 and 7477, and 28 U.S.C. § 1355. This Court has jurisdiction of the subject matter herein and over the parties consenting hereto pursuant to 28 U.S.C. § 1345 and pursuant to Sections 113 and 167 of the Act, 42 U.S.C. §§ 7413 and 7477. Venue is proper under Section 113(b) of the Act, 42 U.S.C. § 7413(b), and under 28 U.S.C. § 1391(b) and (c).

II. APPLICABILITY

2. The provisions of this Consent Decree shall apply to and be binding upon the United States, the Plaintiff-Interveners, and upon the Defendant as well as the Defendant's officers, employees, agents, successors and assigns. In the event Defendant proposes to sell or transfer any of its facilities (i.e., a plant or mill) subject to this Consent Decree, it shall

advise in writing to such proposed purchaser or successor-in-interest of the existence of this Consent Decree, and shall send a copy of such written notification by certified mail, return receipt requested, to EPA before such sale or transfer, if possible, but no later than the closing date of such sale or transfer. The Defendant shall provide a copy of the schedule for installation of controls and required destruction efficiencies contained in Sections C and D of this Consent Decree to the vendor(s) supplying the VOC control technology systems required by Part IV (Compliance Program) of this Consent Decree.

III. FACTUAL BACKGROUND

3. Willamette is a manufacturer of various wood products including plywood, medium density fiberboard ("MDF"), and particleboard. Though the manufacturing process for each of these products differs slightly, all are similar in that they start with trees as the raw material, which are then sliced into thin veneer strips or broken down into sawdust-like fibers. The veneer or the sawdust is then dried, coated with an adhesive and pressed into wood panels under conditions of high temperature and pressure. The United States and the Plaintiff-Intervenors allege that in the course of these manufacturing activities significant quantities of PM, CO, VOCs, NO_x and other pollutants are generated. VOCs and NO_x are precursors to the formation of

ground level ozone, or smog, which has been linked to respiratory impairment.

4. Willamette owns and operates the following plywood facilities in the United States:

- Chester, South Carolina
- Emerson, Arkansas
- Dodson, Louisiana
- Ruston, Louisiana
- Zwolle, Louisiana
- Foster, Oregon
- Springfield, Oregon

5. Willamette also operates sawmills at the Zwolle and Dodson facilities which are under the same three-digit Standard Industrial Code ("SIC") as its plywood operations at those facilities.

6. Willamette also owns and operates the following medium density fiberboard ("MDF") facilities in the United States:

- Malvern, Arkansas
- Eugene, Oregon

7. Willamette owns and operates the following particleboard facilities in the United States:

- Lillie, Louisiana
- Simsboro, Louisiana ("SurePine" facility)
- Bend, Oregon ("KorPINE" facility)

8. At times relevant to this Consent Decree, Willamette owned and operated a plywood and sawmill facility in Sweet Home,

Oregon, and a plywood facility in Taylor, Louisiana, which have now been closed.

IV. COMPLIANCE PROGRAM

A. SUMMARY

9. For each of the plywood and particleboard facilities identified in Paragraphs 4 and 7, and Malvern MDF, Willamette shall install improved pollution control technology systems ("control technology systems") and apply for and obtain PSD and/or NSR permits, or federally-enforceable state minor source permits as discussed in Paragraphs 19-22 below. Willamette shall demonstrate compliance with applicable emissions standards through initial stack tests, then demonstrate continued compliance through parametric monitoring pursuant to Paragraphs 23-28 of this Consent Decree. Willamette shall perform a comprehensive environmental audit for each of the wood product facilities identified in Paragraphs 4, 6, and 7 to evaluate overall compliance with all applicable federal environmental laws, as discussed in Paragraphs 29-40 below. In addition, Willamette shall obtain emission offsets in accordance with Paragraph 45 and develop and implement an Environmental Management System, as discussed in Paragraphs 41 through 44. Finally, Willamette shall perform certain Supplemental

Environmental Projects ("SEPs"), as discussed in Paragraphs 46 through 48 below and Attachments 2 and 3 to this Consent Decree.

B. POLLUTION CONTROL TECHNOLOGY

10. Willamette shall install control technology systems for control of VOCs which consist of Regenerative Thermal Oxidation ("RTO") or Regenerative Catalytic Oxidation ("RCO"), or other EPA-approved equivalent technology, on "hot zone" exhausts of the veneer dryers at the plywood plants identified in Paragraph 4, flash tube dryer #1 exhaust and press vents at the Malvern MDF facility and the rotary drum dryer exhausts and press vents at the particleboard plants identified in Paragraph 7.

11. Willamette shall capture all VOC emissions from "hot zone" stacks of the veneer dryers and shall minimize fugitive emissions from dryer doors and the "green end" of the dryers (through appropriate operation and maintenance procedures for the plywood plants identified in Paragraph 4).

12. Willamette shall specify in all purchase orders that the control technology systems provided by the manufacturer(s) achieve a 95% VOC destruction efficiency.

13. Willamette shall achieve a minimum destruction efficiency of 90% for the captured VOC emissions at all dryers at the plants identified in Paragraphs 4, 7, and Malvern MDF, at the

particleboard presses at the plants identified in Paragraph 7, as demonstrated by compliance with the requirements of Paragraphs 15 and 16. The 90% destruction efficiency need not be maintained during periods when the dryers and presses are not operating or during previously planned startup and shutdown periods (including bakeouts and washouts), and Force Majeure events (including malfunctions which qualify as Force Majeure events). These startup and shutdown periods shall not exceed the minimum amount of time necessary for these events, and during these events, Willamette shall minimize emissions to the greatest extent practicable. Willamette must, at the beginning of every month, record its maintenance plans for that month. To the extent practical, startup and shutdown of control technology systems will be performed during times when process equipment is also shut down for routine maintenance.

14. If the Malvern press emissions are controlled by a control device that does not also control dryer emissions, and if the press emissions inlet concentration to the control device is less than 100 parts per million ("ppm"), then Willamette may demonstrate compliance with the destruction efficiency requirements of this Consent Decree at the Malvern MDF presses by a compliance test, at a maximum air flowrate of 65,000 standard cubic feet per minute ("scfm") from the control device, that indicates that the maximum outlet concentration is less than 10

ppm. If Willamette uses this method to determine destruction efficiency compliance of the Malvern MDF press emissions, the 65,000 scfm maximum flowrate shall be used as one of the parameters necessary to demonstrate continuous compliance.

15. Phase One Facility: Willamette's installation, startup, and compliance testing of the control technology systems shall be in accordance with the following schedule and shall apply to one (1) facility listed in Paragraphs 4 or 7, or the Malvern MDF facility.

(a.) Within one (1) month from the date of execution of this Consent Decree (hereinafter "execution of Consent Decree" means the date on which the final signature of the parties required by the Consent Decree is obtained), Willamette shall apply for a state construction permit and/or construction permit waiver for placement of a purchase order for the control technology system and place a purchase order for the dryer and/or press control technology system for full-scale plant installation at one of the plywood or particleboard plants listed in Paragraphs 4 or 7, or the Malvern MDF facility (hereinafter, this plant shall be referred to as the "Phase One plant").

(b.) Within three (3) months from execution of this Consent Decree, Willamette will inform EPA of the type of control technology system to be installed at the Phase One plant and provide a copy of the preliminary design drawings.

(c.) Within four (4) months from execution of this Consent Decree, Willamette shall take delivery of the control technology system and commence installation at the Phase One plant.

(d.) Within seven (7) months from execution of this Consent Decree, Willamette shall complete installation of the control technology system and start up controls at the Phase One plant.

(e.) Within nine (9) months from execution of this Consent Decree, Willamette shall complete shake-down and

debugging, and commence full-time operation of the control technology system at the Phase One plant.

(f.) Within twelve (12) months from execution of this Consent Decree, Willamette shall submit test results demonstrating compliance at the Phase One plant with the destruction efficiency specified in Paragraph 13.

16. Phase Two Facilities: For the remaining 10 active facilities listed in Paragraphs 4, 7, and the Malvern MDF facility, for which controls will be installed (hereinafter, these plants shall be referred to as "Phase Two Facilities"), the following schedule shall apply to the dryers, particleboard and MDF press control technology systems:

(a.) Within four (4) months from execution of this Consent Decree, Willamette shall apply for state construction permits and/or construction permit waivers for placement of purchase orders for control technology systems;

(b.) Within twenty-six (26) months from execution of this Consent Decree, Willamette shall complete installation, shake-down and debugging, and commence full-time operation of the control technology systems at the Phase Two Facilities;

(c.) Within thirty (30) months from execution of this Consent Decree, Willamette shall submit test results demonstrating compliance at the Phase Two facilities with the destruction efficiency specified in Paragraph 13.

17. To demonstrate initial compliance with the destruction efficiency specified in Paragraphs 13 and 14, Willamette will undertake compliance testing at the Phase One Facility and subsequent facilities in accordance with the schedules set out in Paragraphs 15 and 16, respectively, and the test protocol set forth in Attachment 1 of this Consent Decree.

18. EPA shall advise Willamette within 30 days of receipt of the compliance test results whether the destruction efficiency required by this Consent Decree as set out in Paragraph 13 has been met. If EPA advises that the efficiency has not been met, Willamette will be subject to the stipulated penalties set forth in Paragraph 55(f).

C. PERMITS

19. Willamette shall apply for either PSD or federally enforceable state minor source permits as specified in Paragraphs 15 and 16, for dryers at the plywood plants listed in Paragraph 4, and for dryers and presses at the Malvern MDF plant, and the particleboard plants listed in Paragraph 7, at issue in this case as soon as possible, but in no event later than twelve months after execution of this Consent Decree.

20. Beginning with the first calendar quarter following execution of this Consent Decree, Willamette's operating permit for the Eugene MDF facility shall contain a production limit at or below 92 million square feet per year, based on gross production of 3/4 inch board. Willamette may not exceed this limit without applying for and receiving a federally enforceable permit modification and conducting a PSD analysis to determine whether additional production increases would be subject to PSD.

21. Nothing precludes Willamette from closing a facility rather than installing controls and obtaining permits so long as

the facility closes before the deadlines for installing controls set forth in Paragraphs 15 and 16. In the event that Willamette elects to close any one of the facilities identified in Paragraphs 4, 6, and 7, Willamette shall notify the United States within sixty (60) days of such planned closure. In the event that Willamette chooses to re-open either the Sweet Home or Taylor facilities, the closed facilities described in Paragraph 8, or any other facility Willamette has closed pursuant to this Paragraph, Willamette shall provide notification to the United States at least 180 days in advance of start-up, and treat the re-opened facility as a new, stationary source of air emissions subject to a PSD and/or New Source Review applicability determination by the appropriate regulatory authority, prior to resuming operations. Failure to comply with the requirements of this Paragraph will subject Willamette to stipulated penalties as set forth in Paragraph 55(k).

22. Willamette agrees to apply for (or to verify to EPA that it has already obtained), all appropriate federally enforceable permits for the presses at each of the plywood plants identified in Paragraph 4, as soon as practicable, but in no event later than 120 days after execution of this Consent Decree. The United States and Willamette agree to abide by the state determination, in each state where the facilities are located, of the appropriate permits required for the plywood presses.

D. PARAMETRIC MONITORING

23. In order to achieve and maintain the destruction efficiency provided in Paragraph 13 that are required of the control technology systems, Willamette will establish a continuous parametric monitoring program at each of the plants identified in Paragraphs 4 and 7 and the Malvern MDF facility.

24. Parametric monitoring shall be conducted by establishing, through testing or otherwise, the parameters needed to be controlled (i.e., temperature and airflow for an RTO or RCO device), and the appropriate operating criteria to be maintained for each such parameter in order to ensure proper operation of the control technology system installed at a facility.

25. Immediately following the commencement of full-time operation of the control technology systems required by this Consent Decree, but in no event later than three (3) months from startup and shake down, Willamette shall submit a proposed plan for Parametric Monitoring to EPA for review. EPA will have 45 days in which to review the plan and to either approve it, as proposed, or to request changes and/or additional information and to notify Willamette of its determination.

26. Willamette shall incorporate the parametric monitoring system developed for each facility identified in paragraphs 4 and 7, and the Malvern MDF facility, into that facility's Title V

permit at the time that it applies for its Title V permit or requests a modification to an existing Title V permit.

27. To demonstrate compliance, Willamette will provide EPA with a summary of its parametric monitoring data in accordance with Part V (Reporting and Recordkeeping). Failure to monitor parameters at any of the facilities listed in Paragraphs 4, 7, and the Malvern MDF facility will subject Willamette to stipulated penalties as set forth in Paragraph 55(b). Failure to record the results of parametric monitoring at any of the facilities listed in Paragraphs 4, 7, and the Malvern MDF facility will subject Willamette to stipulated penalties as set forth in Paragraph 55(b). Failure to report the results of parametric monitoring at any of the facilities listed in Paragraphs 4, 7, and the Malvern MDF facility will subject Willamette to stipulated penalties as set forth in Paragraph 55(h). Failure to operate the control technology system within the approved parametric criteria will subject Willamette to stipulated penalties as set forth in Paragraph 55(g).

28. Willamette's parametric monitoring devices will be reevaluated, and calibrated if necessary, based on compliance demonstration tests at the affected units as required in Paragraph 17, for the life of this Consent Decree. Willamette shall provide EPA with an annual report documenting its calibration or review of the parameters and propose changes if

necessary. EPA will have the opportunity to request clarification or additional data from Willamette to support the proposed changes. EPA will have 60 days after receipt of Willamette's annual report to approve or disapprove any proposed changes to the parameters.

E. ENVIRONMENTAL AUDITS

29. The purpose of the environmental audits required by this Consent Decree is to obligate Willamette to conduct a comprehensive review of the compliance status, programs and practices of each of the wood panel plants identified in Paragraphs 4, 6, and 7 of this Consent Decree (hereinafter "Audit Program"), once during the life of the Consent Decree. The Audit Program will evaluate each facility's compliance with this Consent Decree and the following federal statutes and their implementing regulations: the [Clean Air Act](#), the [Clean Water Act](#), [33 U.S.C. § 1251 et seq.](#), the [Resource Conservation and Recovery Act](#), [42 U.S.C. § 6901 et seq.](#), the [Toxic Substances Control Act](#), [15 U.S.C. § 2601 et seq.](#), and the [Emergency Planning and Community Right-to-Know Act](#), [42 U.S.C. § 11001 et seq.](#)

30. Willamette shall implement its Audit Program, as approved by EPA, as follows: Within 45 days of entry of this Consent Decree, Willamette shall select a qualified Third Party Consultant to review and assess the adequacy of its proposed

Audit Program and submit information about the Third Party to EPA for approval. Upon EPA's approval, Willamette will enlist the assistance of the Third Party to review its Audit Program and provide a written evaluation of the program. Willamette shall submit the Third Party's written evaluation to EPA for review within 30 days of its completion. Willamette's report should identify all recommendations of the Third Party for improvements to the Audit Program.

31. Willamette shall conduct multi-media audits of each of the facilities identified in Paragraphs 4, 6, and 7 once during the life of this Consent Decree, in accordance with the approved Audit Program, incorporating the recommendations of the Third Party as agreed to by Willamette and EPA, and complying with the requirements of this Consent Decree as set forth in Paragraph 32.

32. Prior to conducting the audits of the plants identified in Paragraphs 4, 6, and 7, as required by this Consent Decree, Willamette's audit team (hereinafter "audit team") must review for each plant the following, as established from the date of execution of this Consent Decree to the present:

(a.) general facility layout and plant operations;

(b.) plant production capacities;

(c.) permitting effect under the Clean Air Act of any modifications to existing sources or the installation of new emissions source equipment;

(d.) emission/discharge monitoring, recordkeeping and reporting procedures under all statutes;

(e.) applicable permit terms and conditions;

(f.) applicable pollution prevention plans;

(g.) technical issues that affect the ability of the plant to comply with all applicable requirements of each statute, including state and federal regulations and permit terms and conditions issued pursuant to each statute; and

(h.) plant management practices and procedures to assure compliance with this Consent Decree and the statutory requirements for each statute identified in Paragraph 29.

33. The Audit Program shall include use of auditing protocols, procedures, and specific tasks for each audit, but does not restrict the audit team from conducting such inquiries as may be necessary to accomplish the purposes of the audit.

34. The Audit Program shall also include a schedule for the completion of all tasks established for the audit.

35. The audit team shall focus on determining compliance with applicable regulations under each of the statutes specified in Paragraph 29, as of the date of the audit. The audit team shall have access to and may review any records which will assist it in determining current compliance with applicable regulatory requirements, including state permitting records and historical records, as may be necessary.

36. The audit team shall have access to all units, areas, equipment, and structures at Willamette's wood panel plants identified in Paragraphs 4, 6, and 7, and shall perform an onsite inspection of each listed plant.

37. The audit team shall observe and review actual operation and maintenance procedures for each of Willamette's plants, as needed to determine present compliance with each statute and may request such information as necessary. The facility shall arrange for the collection of the requested information, and the audit team shall be given the opportunity to observe and review such information.

38. Willamette shall submit a final Audit Summary Report in accordance with Paragraph 39 to EPA not later than 60 days after completion of each such audit.

39. The Audit Summary Report shall describe the pertinent results of the audit, including but not limited to the following:

- (a.) the procedures followed during the audit, including any deviations;

- (b.) a description of each of the audited plants;

- (c.) the current compliance status of each plant, including any potential compliance issues;

- (d.) any deviations observed during the audit, including identification of any untimely response to malfunctioning control technology systems or exceedances of applicable permit limits;

- (e.) recommendations for corrections of observed compliance deviations as provided in item d. above and if appropriate, potential improvements or modifications that should be made to the facility's environmental compliance management system, audit program or operating procedures to achieve and/or maintain compliance with all applicable legal requirements, and

- (f.) a statement that noncompliance detected by the audits will be corrected.

40. The Audit Summary report shall also include a statement that the Audit team has completed the scheduled Audits in accordance with the requirements of the Audit Program and this Consent Decree.

F. ENVIRONMENTAL MANAGEMENT SYSTEM

41. Within 180 days of execution of this Consent Decree, Willamette will review and evaluate its current Environmental Management System ("EMS") for the Building Materials Group and prepare any needed enhancements. The purpose of the EMS is to assist Willamette in its program to comply with federal, state and local environmental statutes, regulations, permits, and enforceable agreements on an ongoing basis.

42. Within 270 days of the execution of this Consent Decree, Willamette will complete the development of its written Environmental Management System Manual ("Manual"), incorporating proposed changes for the current EMS, EMS implementation schedule, and a discussion of the rationale for all changes.

43. Willamette will submit the complete Manual to EPA for review and comment within thirty (30) days of its completion. EPA will provide its comments on the Manual within ninety (90) days of receipt of the Manual, unless EPA notifies Willamette in writing that additional time for review and approval is required. Willamette will modify the Manual in response to EPA comments within thirty (30) days of receipt of the comments and submit to

EPA a supplement to the EMS Manual or a written response, as appropriate, addressing EPA's comments. Willamette will begin implementation of the EMS within ninety (90) days of finalizing the Manual. Failure to develop and begin implementation of the EMS Manual in accordance with the deadlines in this Consent Decree shall subject Willamette to stipulated penalties as set forth in Paragraph 55(1).

44. Willamette may, if appropriate, declare all or part of the EMS Manual and any reviews and evaluations (including the rationale and underlying information) to be confidential business information under [40 C.F.R. Part 2](#).

G. EMISSIONS OFFSETS

45. For purposes of this Consent Decree, an "emission offset" is the reduction or prevention of pollutants not otherwise required by federal law to be captured and/or controlled. Willamette shall obtain emissions offsets in the amounts specified, on an annual basis for a period of three (3) years following the installation of the RTO at Springfield. The offsets will be based on 80% reductions of CO achieved with RTO control of veneer dryer emissions at the Springfield, Oregon, plywood facility. Willamette shall conduct one source test during the life of this Consent Decree to demonstrate 80% CO reduction at Springfield from the control of the veneer dryer. Failure to obtain emission offsets as required by this Paragraph

shall subject Willamette to stipulated penalties as set forth in Paragraph 55(d).

H. SUPPLEMENTAL ENVIRONMENTAL PROJECTS

46. Willamette shall implement the following supplemental environmental project(s) ("SEP(s)"), at an aggregate cost of \$8 million and in accordance with Attachments 2 and 3 to this

Consent Decree:

- a. Installation and operation of pollution control technology for the control of VOC press emissions at the Duraflake, Oregon particleboard facility and the Eugene, Oregon, MDF facility, which will result in an estimated 95% reduction of VOCs from these emission sources;
- b. Acquisition of land in Columbia County, Arkansas, where the Willamette Emerson plywood facility is located, for inclusion in the "Falcon Bottoms Natural Area" through the Arkansas National Heritage Commission;
- c. Funding of improvements to existing sewer systems or the construction of new sewer systems, which would not otherwise be funded, through the Louisiana Community Development Block Grant Program (LCDBG) of the State of Louisiana, primarily within the communities impacted by the operation of Willamette facilities (i.e., namely projects in the parishes of Winn, Union, Lincoln, Bienville, and Sabine); and,
- d. Funding of ethanol fueling stations in Chester (the location of the Willamette Chester plywood facility), York, Lancaster, Union, Spartanburg, and Cherokee counties, in South Carolina. Potential ethanol customers are fleet operators within the state which have or will convert vehicles to alternative, cleaner burning, fuels ("AFVs").

47. Willamette agrees that in any public statements regarding the funding of these SEPs, Willamette must clearly indicate that these projects are being undertaken as part of the settlement of an enforcement action for alleged Clean Air Act violations. No amount of the \$4 million to be paid by Willamette for SEPs described in Attachment 3 shall be used to reduce its federal or state tax obligations. Willamette shall install and operate the press controls at the Duraflake and Eugene, Oregon facilities, as described in Attachment 2, with an estimated cost of at least \$4 million.

48. Failure to implement the SEPs as required by this Paragraph and Attachments 2 and 3 to this Consent Decree will subject Willamette to stipulated penalties as set forth in Paragraph 55(e).

V. REPORTING AND RECORDKEEPING

49. Beginning with Willamette's first full fiscal calendar quarter after entry of this Consent Decree, the Defendant shall submit a calendar quarterly progress report ("calendar quarterly report") to EPA within 30 days after the end of each of Willamette's fiscal calendar quarters during the life of this Consent Decree. This report shall contain the following:

(a.) progress report on the implementation of the requirements of Part IV (Compliance Program) above;

(b.) a summary of the parametric monitoring data required by Part IV, Section D of this Consent Decree for the calendar quarter;

(c.) a description of any problems anticipated with respect to meeting the Compliance Program of Part IV of this Consent Decree;

(d.) a description of all SEP implementation activity in accordance with Attachments 2 and 3 of this Consent Decree; and

(e.) a summary of the emission offsets obtained as required by Paragraph 45 of this Consent Decree.

50. The calendar quarterly report shall be certified by the Vice President for Building Materials Group Engineering as follows:

I certify under penalty of law that this information was prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my directions and my inquiry of the person(s) who manage the system, or the person(s) directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete.

51. Failure to report as required by this Paragraph shall subject Willamette to stipulated penalties as set forth in Paragraph 55(h).

VI. CIVIL PENALTY

52. Within thirty (30) calendar days of entry of this Consent Decree, the Defendant shall pay to the United States and Plaintiff-Interveners a civil penalty pursuant to [Section 113 of](#)

the Act, 42 U.S.C. § 7413 in the amount of \$11 million dollars (\$11,000,000), plus interest accrued at the statutory rate specified in 28 U.S.C. 1961, for the four-month period preceding the lodging of this Consent Decree. Of the total, \$5.5 million, plus all interest accrued on the full \$11 million penalty amount, shall be paid to the United States by Electronic Funds Transfer ("EFT") to the United States Department of Justice, in accordance with current EFT procedures, referencing the USAO File Number and DOJ Case Number 90-5-2-1-2186, and the civil action case name and case number of the District of Oregon, Portland Division. The costs of such EFT shall be Willamette's responsibility. Payment shall be made in accordance with instructions provided to Willamette by the Financial Litigation Unit of the U.S. Attorney's Office in the District of Oregon, Portland Division. Any funds received after 11:00 a.m. (EST) shall be credited on the next business day. Willamette shall provide notice of payment, referencing the USAO File Number and DOJ Case Number 90-5-2-1-2186, and the civil action case name and case number, to the Department of Justice and to EPA, as provided in Paragraph 79 (Notice). Of the total amount, \$5.5 million in civil penalties shall be paid to the Plaintiff-Interveners as follows:

\$1,222,222.22 shall be paid to Plaintiff-Intervener the State of Arkansas, made payable to the Arkansas Attorney General, via overnight mail delivery in accordance with Paragraph 82

("Notice") ; \$3,666,666.66 shall be paid to Plaintiff-Intervener the State of Louisiana, made payable to the Department of Environmental Quality, in accordance with Paragraph 82 ("Notice") and \$611,111.12 shall be paid to Plaintiff-Intervener the South Carolina DHEC, payable to the Department of Health and Environmental Control, in accordance with Paragraph 83 ("Notice").

53. Upon entry of this Decree, this Decree shall constitute an enforceable judgment for purposes of post-judgment collection in accordance with Rule 69 of the [Federal Rules of Civil Procedure](#), the [Federal Debt Collection Procedure Act](#), 28 U.S.C. § [3001-3308](#), and other applicable federal authority. The United States shall be deemed a judgment creditor for purposes of collection of any unpaid amounts of the civil and stipulated penalties and interest.

54. No amount of the civil penalty to be paid by Willamette shall be used to reduce its federal or state tax obligations.

VII. STIPULATED PENALTIES

55. The Defendant shall pay stipulated penalties to the United States for each failure by the Defendant to comply with the terms of this Consent Decree. The stipulated penalties will be calculated in the following amounts:

(a) for failure to meet the deadlines for installation of control technology systems and permitting for the Phase One plant and all subsequent plants, per day per plant:

1st through 30th day after deadline	\$1,312
31st through 60th day after deadline	\$3,150
Beyond 60th day	\$6,825

(b) for each day of failure to conduct parametric monitoring, or failure to record the results of parametric monitoring, at any plant covered by this Consent Decree:

1st through 30th day after deadline	\$1,050
31st through 60th day after deadline	\$2,100
Beyond 60th day	\$5,250

(c) for failure to conduct a compliance test as required by Paragraph 17, or failure to calibrate parametric monitors as required by Paragraph 28, per day per plant:

1st through 30th day after deadline	\$1,050
31st through 60th day after deadline	\$2,100
Beyond 60th day	\$5,250

(d) for failure to obtain emissions offsets as set forth in Paragraph 45,

1 st through 30 th day after deadline	\$1,050
31 st through 60 th day after deadline	\$2,100
Beyond 60 th day after deadline	\$5,250

(e) for failure to implement the SEPs as set forth in Paragraphs 46 through 48 and Attachments 2 and 3 hereto, \$5,250 per day.

(f) for each failure to achieve the minimum 90% destruction efficiency for VOCs, as required by Paragraph 13 for the control technology systems as shown by compliance demonstration stack tests, based on the average of three runs, per test:

Less than or equal to 10% below the destruction efficiency set forth in ¶¶ 13,14	Greater than 10% below the destruction efficiency set forth in ¶¶ 13,14
\$10,500	\$15,500

(g) for the cumulative number of days within any month for which the required parametric monitoring specifications under Part IV.D. are not met, per day per plant:

	Less than or equal to 10% variance from the specified parametric criteria	Greater than 10% variance from the specified parametric criteria
at least two but less than seven days of the month	\$1,575	\$3,675
at least seven but less than twelve days of the month	\$2,625	\$5,250
at least twelve days up to the end of the calendar month	\$3,937	\$7,875

(h) for each failure to submit reports or studies, as required by any part of this Consent Decree or to provide any notice required by this Consent Decree, per day per report or notice:

1st through 30th day after deadline	\$367
31st through 60th day after deadline	\$787
Beyond 60th day	\$1,312

(i) for failure to pay the civil penalty as specified in Part VI of this Consent Decree, \$36,750 per day plus interest on the amount overdue at the rate specified in [31 U.S.C. § 3717](#).

(j) for failure to pay or escrow stipulated penalties, as specified in Paragraph 55 of this section, \$3,675 per day per penalty demand.

(k) for failure to notify the United States prior to closing of facilities listed in Paragraphs 4, 6 and 7, or the restart of the Sweet Home and Taylor facilities, and for failure to conduct a PSD and/or NSR applicability determination as required by Paragraph 21 of this Consent Decree, \$1,050 per day.

(l) for failure to meet the deadlines for developing and beginning to implement Willamette's Environmental Management System Manual as required by Paragraphs 41 through 44 of this Consent Decree, at the facilities identified in Paragraphs 4, 6 and 7, \$1,000 per day.

(m) for failure to develop an in-house monitoring program as required by Paragraph 87 of the Consent Decree, \$500 per day.

56. Willamette shall pay stipulated penalties upon written demand by the United States no later than thirty (30) days after Defendant receives such demand. Stipulated penalties shall be paid to the United States in the manner set forth in Part VI (Civil Penalty) of this Consent Decree.

57. Should Willamette dispute its obligation to pay part or all of a stipulated penalty, it may avoid the imposition of the stipulated penalty for failure to pay a penalty due to the United States, by placing the disputed amount demanded by the United States, not to exceed \$52,500 for any given event or related series of events at any one plant, in a commercial escrow account

pending resolution of the matter and by invoking the Dispute Resolution provisions of Part X within the time provided in this Paragraph 56 for payment of stipulated penalties. If the dispute is thereafter resolved in Defendant's favor, the escrowed amount plus accrued interest shall be returned to the Defendant, otherwise the United States shall be entitled to the escrowed amount that was determined to be due by the Court plus the interest that has accrued on such amount, with the balance, if any, returned to the Defendant.

58. The United States reserves the right to pursue any other remedies to which it is entitled, including, but not limited to, additional injunctive relief for Defendant's violations of this Consent Decree. The United States and Plaintiff-Interveners will not seek stipulated penalties and civil penalties for the same violation of the Consent Decree.

VIII. RIGHT OF ENTRY

59. Any authorized representative of the EPA or an appropriate state agency, including independent contractors, upon presentation of credentials, shall have a right of entry upon the premises of Willamette's plants identified herein at any reasonable time for the purpose of monitoring compliance with the provisions of this Consent Decree, including inspecting plant equipment, and inspecting and copying all records maintained by Defendant required by this Consent Decree. Defendant shall

retain such records for a period of five (5) years. Nothing in this Consent Decree shall limit the authority of EPA to conduct tests and inspections under [Section 114 of the Act, 42 U.S.C. § 7414](#).

IX. FORCE MAJEURE

60. If any event occurs which causes or may cause a delay or impediment to performance in complying with any provision of this Consent Decree, Defendant shall notify the Plaintiff in writing as soon as practicable, but in any event within ten (10) business days of when Defendant first knew of the event or should have known of the event by the exercise of due diligence. In this notice Defendant shall specifically reference this Paragraph of this Consent Decree and describe the anticipated length of time the delay may persist, the cause or causes of the delay, and the measures taken or to be taken by Defendant to prevent or minimize the delay and the schedule by which those measures will be implemented. Defendant shall adopt all necessary measures to avoid or minimize such delays.

61. Failure by Defendant to comply with the notice requirements of Paragraph 60 as specified above shall render this Part IX voidable by the United States as to the specific event for which the Defendant has failed to comply with such notice requirement, and, if voided, is of no effect as to the particular event involved.

62. The United States shall notify the Defendant in writing regarding the Defendant's claim of a delay or impediment to performance within 30 days of receipt of the Force Majeure notice provided under Paragraph 60. If the United States agrees that the delay or impediment to performance has been or will be caused by circumstances beyond the control of the Defendant, including any entity controlled by the Defendant, and that the Defendant could not have prevented the delay by the exercise of due diligence, the parties shall stipulate to an extension of the required deadline(s) for all requirement(s) affected by the delay by a period equivalent to the delay actually caused by such circumstances. Such stipulation shall be filed as a modification to this Consent Decree pursuant to the modification procedures established in this Consent Decree. The Defendant shall not be liable for stipulated penalties for the period of any such delay.

63. If the United States does not accept the Defendant's claim of a delay or impediment to performance, the Defendant must submit the matter to this Court for resolution to avoid payment of stipulated penalties, by filing a petition for determination with this Court. Once the defendant has submitted this matter to this Court, the United States shall have 20 business days to file its response to said petition. If the Defendant submits the matter to this Court for resolution and the Court determines that the delay or impediment to performance has been or will be caused

by circumstances beyond the control of the Defendant, including any entity controlled by the Defendant, and that the Defendant could not have prevented the delay by the exercise of due diligence, the Defendant shall be excused as to that event(s) and delay (including stipulated penalties), for a period of time equivalent to the delay caused by such circumstances.

64. The Defendant shall bear the burden of proving that any delay of any requirement(s) of this Consent Decree was caused by or will be caused by circumstances beyond its control, including any entity controlled by it, and that the Defendant could not have prevented the delay by the exercise of due diligence. The Defendant shall also bear the burden of proving the duration and extent of any delay(s) attributable to such circumstances. An extension of one compliance date based on a particular event may, but does not necessarily, result in an extension of a subsequent compliance date or dates.

65. Unanticipated or increased costs or expenses associated with the performance of the Defendant's obligations under this Consent Decree shall not constitute circumstances beyond the control of the Defendant, or serve as a basis for an extension of time under this Part. However, failure of a permitting authority to issue a necessary permit in a timely fashion is an event of Force Majeure where the failure of the permitting authority to act is beyond the control of the Defendant and Defendant has

taken all steps available to it to obtain the necessary permit including but not limited to:

- (a.) submitting a complete permit application;
- (b.) responding to requests for additional information by the permitting authority in a timely fashion;
- (c.) accepting lawful permit terms and conditions; and
- (d.) prosecuting appeals of any unlawful terms and conditions imposed by the permitting authority in an expeditious fashion.

66. Notwithstanding any other provision of this Consent Decree, this Court shall not draw any inferences nor establish any presumptions adverse to either party as a result of defendant delivering a notice of Force Majeure or the parties' inability to reach agreement.

67. As part of the resolution of any matter submitted to this Court under this Part IX, the parties by agreement, or this Court, by order, may in appropriate circumstances extend or modify the schedule for completion of work under this Consent Decree to account for the delay in the work that occurred as a result of any delay or impediment to performance agreed to by the United States or approved by this Court. Defendant shall be liable for stipulated penalties for its failure thereafter to complete the work in accordance with the extended or modified schedule.

X. DISPUTE RESOLUTION

68. The dispute resolution procedure provided by this Part X shall be available to resolve all disputes arising under this Consent Decree, except as otherwise provided in Part IX regarding Force Majeure, provided that the party making such application has made a good faith attempt to resolve the matter with the other party.

69. The dispute resolution procedure required herein shall be invoked upon the giving of written notice by one of the parties to this Consent Decree to another advising of a dispute pursuant to this Part X. The notice shall describe the nature of the dispute, and shall state the noticing party's position with regard to such dispute. The party receiving such a notice shall acknowledge receipt of the notice and the parties shall expeditiously schedule a meeting to discuss the dispute informally not later than fourteen (14) days from the receipt of such notice.

70. Disputes submitted to dispute resolution shall, in the first instance, be the subject of informal negotiations between the parties. Such period of informal negotiations shall not extend beyond thirty (30) calendar days from the date of the first meeting between representatives of the United States and the Defendant, unless the parties' representatives agree to shorten or extend this period.

71. In the event that the parties are unable to reach agreement during such informal negotiation period, the United States shall provide the Defendant with a written summary of its position regarding the dispute. The position advanced by the United States shall be considered binding unless, within forty-five (45) calendar days of the Defendant's receipt of the written summary of the United States position, the Defendant files with this Court a petition which describes the nature of the dispute. The United States shall respond to the petition within forty-five (45) calendar days of filing.

72. Where the nature of the dispute is such that a more timely resolution of the issue is required, the time periods set out in this Part X may be shortened upon motion of one of the parties to the dispute.

73. Notwithstanding any other provision of this Consent Decree, in dispute resolution, this Court shall not draw any inferences nor establish any presumptions adverse to either party as a result of invocation of this Part X or the parties' inability to reach agreement.

74. As part of the resolution of any dispute submitted to dispute resolution, the parties, by agreement, or this Court, by order, may, in appropriate circumstances, extend or modify the schedule for completion of work under this Consent Decree to account for the delay in the work that occurred as a result of

dispute resolution. Defendant shall be liable for stipulated penalties for its failure thereafter to complete the work in accordance with the extended or modified schedule.

XI. GENERAL PROVISIONS

75. Effect of Settlement. This Consent Decree is not a permit; compliance with its terms does not guarantee compliance with any applicable federal, state or local laws or regulations.

76. Willamette shall be able to use or rely on the emission reductions generated as a result of the control technology systems installed at the plants identified in Paragraphs 4, 6 and 7 of this Consent Decree in any federal or state emission averaging, banking, trading, or similar emission compliance program only to the extent of any reductions in excess of 95% of VOCs removed pursuant to Paragraph 13, and in excess of the 80% reduction of CO required as emission offsets pursuant to Paragraph 45.

77. Satisfaction of all of the requirements of this Consent Decree constitutes full settlement of and shall resolve all civil and administrative liability of the Defendant to the United States and the Plaintiff-Interveners for the Clean Air Act violations alleged in the United States' and Plaintiff-Interveners' Complaints and in the May 7, 1998 and December 11, 1998 NOVs from the United States and the Notice of Potential

Penalty issued to Defendant by Plaintiff-Intervener the state of Louisiana.

78. Other Laws. Except as specifically provided by this Consent Decree, nothing in this Consent Decree shall relieve Defendant of its obligation to comply with all applicable federal, state and local laws and regulations. Subject to Paragraph 75, nothing contained in this Consent Decree shall be construed to prevent or limit the United States' rights to obtain penalties or injunctive relief under the Clean Air Act or other federal, state or local statutes or regulations, including but not limited to, [Section 303 of the Act, 42 U.S.C. § 7603](#).

79. Third Parties. This Consent Decree does not limit, enlarge or affect the rights of any party to this Consent Decree as against any third parties.

80. Costs. Each party to this action shall bear its own costs and attorneys' fees.

81. Public Documents. All information and documents submitted by the Defendant to the United States pursuant to this Consent Decree shall be subject to public inspection, unless subject to legal privileges or protection or identified and supported as business confidential by the Defendant in accordance with [40 C.F.R. Part 2](#).

82. Public Comments. The parties agree and acknowledge that final approval by the United States and entry of this

Consent Decree is subject to the requirements of 28 C.F.R. § 50.7, which provides for notice of the lodging of this Consent Decree in the Federal Register, an opportunity for public comment, and consideration of any comments. Further, the parties agree and acknowledge that final approval by Plaintiff-Intervener the State of Louisiana, Department of Environmental Quality, and entry of this Consent Decree is subject to the requirements of La. R.S. 30:2050.7, which provides for public notice of this Consent Decree in newspapers of general circulation and the official journals of parishes in which Willamette facilities are located, an opportunity for public comment, consideration of any comments, and concurrence by the State Attorney General.

83. Notice. Unless otherwise provided herein, notifications to or communications with the United States or the Defendant shall be deemed submitted on the date they are postmarked and sent either by overnight receipt mail service or by certified or registered mail, return receipt requested. Except as otherwise provided herein, when written notification to or communication with the United States, EPA, or the Defendant is required by the terms of this Consent Decree, it shall be addressed as follows:

As to the United States:

Chief
Environmental Enforcement Section
Environment and Natural Resources Division
U.S. Department of Justice
P.O. Box 7611, Ben Franklin Station
Washington, DC 20044-7611

United States Attorney
District of Oregon
1000 SW 3rd Avenue
Suite 600
Portland, Oregon 97204

As to the U.S. EPA:

U.S. Environmental Protection Agency
Director, Air Enforcement Division
Ariel Rios Building
1200 Pennsylvania Avenue, N.W.
Mail Code 2242-A
Washington, DC 20460

Director, Compliance Assurance and
Enforcement Division
Environmental Protection Agency, Region 6
1445 Ross Avenue
Dallas, Texas 75202-2733

and

the EPA Regional Administrator for the region in which
the facility is located

As to Willamette Industries:

Kevin Igli
Director of Environmental Affairs
Willamette Industries, Inc.
1300 S.W. Fifth Ave.
Suite 3800
Portland, OR 97201

and

Miller, Nash LLP.
Environmental Practice Chair
3500 U.S. Bancorp Tower
11 S.W. Fifth Avenue
Portland, OR 97204-3699

As to Plaintiff-Intervener the State of Arkansas:

Charles L. Moulton
Assistant Attorney General
Utility/Environmental Division
Public Protection Section
Arkansas Attorney General
323 Center St., Suite 1100
Little Rock, Arkansas 72201

As to Plaintiff-Intervener the State of Louisiana, through the
Department of Environmental Quality:

JOHN B. KING
Chief Attorney
Legal Division
Louisiana Department of Environmental Quality
P.O. Box 82282
Baton Rouge, Louisiana 70884-2282

As to Plaintiff-Intervener the South Carolina DHEC:

Alexander G. Shissias
Staff Counsel
South Carolina Department of Health
and Environmental Control
2600 Bull Street
Columbia, South Carolina 29201-1708

84. Any party may change either the notice recipient or the address for providing notices to it by serving all other parties with a notice setting forth such new notice recipient or address.

85. Modification. There shall be no modification of this Consent Decree without written approval by the United States and Willamette, or by Order of the Court.

86. Continuing Jurisdiction. The Court retains jurisdiction of this case after entry of this Consent Decree to enforce compliance with the terms and conditions of this Consent Decree and to take any action necessary or appropriate for its interpretation, construction, execution, or modification. During the term of this Consent Decree, any party may apply to the Court for any relief necessary to construe or effectuate this Consent Decree.

XII. SELF-MONITORING

87. Within 30 days of execution of this Consent Decree, Willamette shall develop an in-house program for monitoring and documenting its compliance with the terms of this Consent Decree. Failure of Willamette to develop an in-house self-monitoring program and to conduct the required self-monitoring in accordance with this Paragraph will subject Willamette to stipulated penalties as provided in Paragraph 55(m).

XIII. TERMINATION

88. This Consent Decree shall be subject to termination upon motion by either party after the Defendant satisfies all requirements of this Consent Decree, except for the following situation: if all the requirements of the Consent Decree listed in the next sentence have been met except for the conclusion of the operational period for the federal SEPs as specified in Attachment 2, the Consent Decree may be terminated as to all its conditions but may continue only as to the operation of those SEPs pursuant to Attachment 2, until the operational period has concluded. The requirements for termination include payment of all penalties that may be due to the United States under this Consent Decree, installation of control technology systems as specified herein, the receipt of all permits specified herein, EPA's receipt of the first calendar quarterly progress report following the conclusion of one year's operation of the EPA-approved parametric monitoring system for the plants listed in Paragraphs 4, 7, and the Malvern MDF facility, audits of each facility required under Paragraphs 29 through 40 of this Consent Decree, procurement of emission offsets in accordance with Paragraph 45 of this Consent Decree, and Willamette's submission to EPA of a final report indicating that Willamette has satisfied the requirements set forth in Attachments 2 and 3 and that all obligations for implementation of SEPs have been met. At such

time, if the Defendant believes that it is in compliance with the requirements of this Consent Decree and the permits specified herein, and has paid the civil penalty and any stipulated penalties required by this Consent Decree, then the Defendant shall so certify to the United States, and unless the United States objects in writing with specific reasons within 60 days of receipt of the certification, the Court shall order that this Consent Decree be terminated on Defendant's motion. If the United States so objects to the Defendant's certification, then the matter shall be submitted to the Court for resolution under Part X (Dispute Resolution) of this Consent Decree. In such case, the Defendant shall bear the burden of proving that this Consent Decree should be terminated.

So entered in accordance with the foregoing this_____day of _____, 200__.

United States District Court Judge
for the District of Oregon

FOR PLAINTIFF, UNITED STATES OF AMERICA:

_____ Date _____

Lois J. Schiffer
Assistant Attorney General
Environment and Natural Resources Division
U.S. Department of Justice
10th & Pennsylvania Avenue, N.W.
Washington, DC 20530

_____ Date _____

Dianne M. Shawley
Senior Attorney
Environment and Natural Resources Division
U.S. Department of Justice
1425 New York Avenue, N.W.
Washington, DC 20005

_____ D a t e _____

Jerome MacLaughlin
Trial Attorney
Environment and Natural Resources Division
U.S. Department of Justice
1425 New York Avenue, N.W.
Washington, DC 20005

Date _____

Kristen Olsen
United States Attorney
District of Oregon
Portland, Oregon

Date _____

Neil Evans
Assistant U.S. Attorney
United States Attorney's Office
District of Oregon

FOR U.S. ENVIRONMENTAL PROTECTION AGENCY:

_____ Date _____

Steven A. Herman
Assistant Administrator
Office of Enforcement and Compliance
Assurance
U.S. Environmental Protection Agency
Ariel Rios Building
1200 Pennsylvania Avenue, N.W.
Washington, DC 20460

_____ Date _____

Richard Bartley
Air Enforcement Branch Chief
Office of Regional Counsel
U.S. Environmental Protection Agency
Region 6
1445 Ross Avenue
Dallas, Texas 75202-2733

FOR PLAINTIFF-INTERVENER, THE STATE OF ARKANSAS:

Date _____

Charles L. Moulton
Assistant Attorney General
Utility/Environmental Division
Public Protection Section
Arkansas Attorney General
323 Center St., Suite 1100
Little Rock, Arkansas 72201

Date _____

J. Cotten Cunningham
Assistant Attorney General
Utility/Environmental Division
Public Protection Section
Arkansas Attorney General
323 Center St., Suite 1100
Little Rock, Arkansas 72201

FOR PLAINTIFF-INTERVENER, THE STATE OF LOUISIANA, THROUGH THE
DEPARTMENT OF ENVIRONMENTAL QUALITY:

Date _____

LINDA KORN LEVY
Assistant Secretary
Office of Environmental Compliance
Louisiana Department of Environmental Quality

Date _____

JOHN B. KING
Chief Attorney
Legal Division
Louisiana Department of Environmental Quality
P.O. Box 82282
Baton Rouge, Louisiana 70884-2282

FOR PLAINTIFF-INTERVENER THE SOUTH CAROLINA DEPARTMENT OF HEALTH
AND ENVIRONMENTAL CONTROL:

_____ Date _____

Alexander G. Shissias
Staff Counsel
South Carolina Department of Health
and Environmental Control
2600 Bull Street
Columbia, South Carolina 29201-1708

FOR DEFENDANT, WILLAMETTE INDUSTRIES, INC.:

Date: _____

Duane McDougall, CEO
Willamette Industries, Inc.
1300 S.W. Fifth Avenue
Portland, Oregon 97201