

**ARKANSAS DEPARTMENT OF ENERGY AND ENVIRONMENT,
DIVISION OF ENVIRONMENTAL QUALITY**

IN THE MATTER OF:

AFIN: 22-00007

LIS No. 23-012

INTERFOR U.S. INC.
211 OLD TROY ROAD
MONTICELLO, ARKANSAS 71655

CONSENT ADMINISTRATIVE ORDER

This Consent Administrative Order (CAO) is issued pursuant to the authority delegated under the federal Clean Air Act, 42 U.S.C. § 7401 *et seq.*, and the federal regulations issued thereunder. In addition, this CAO is issued pursuant to the authority of the Arkansas Water and Air Pollution Control Act (the Act), Ark. Code Ann. § 8-4-101 *et seq.*, Arkansas Pollution Control and Ecology Commission (APC&EC) Rule 7, APC&EC Rule 8, APC&EC Rule 18, APC&EC Rule 19, and APC&EC Rule 26.

The issues herein having been settled by agreement of Interfor U.S. Inc. (Respondent) and the Chief Administrator of the Division of Environmental Quality (DEQ), it is hereby agreed and stipulated that the following FINDINGS OF FACT and ORDER AND AGREEMENT be entered.

FINDINGS OF FACT

1. Respondent owns and operates a lumber yard and sawmill located at 211 Old Troy Road in Monticello, Drew County, Arkansas.
2. The Air Permit referenced in this CAO is 1567-AOP- R9 (the Permit). The Permit was issued on March 11, 2021.

3. Ark. Code Ann. § 8-4-217(a)(3) provides:
 - (a) It shall be unlawful for any person to:
 - ...
 - (3) Violate any provisions of this chapter or of any rule or order adopted by the Arkansas Pollution Control and Ecology Commission under this chapter or of a permit issued under this chapter by the Division of Environmental Quality;
4. Ark. Code Ann. § 8-4-103(c)(1)(A) provides, "Any person that violates any provision of this chapter and rules, permits, or plans issued pursuant to this chapter may be assessed an administrative civil penalty not to exceed ten thousand dollars (\$10,000) per violation."
5. Pursuant to Ark. Code Ann. § 8-4-103(c)(1)(B) as referenced by Ark. Code Ann. § 8-4-304, "Each day of a continuing violation may be deemed a separate violation for purposes of penalty assessment."
6. On February 14, 2022, DEQ received three (3) complaints forwarded by EPA Region 6 that had been submitted on February 7, 2022. The complaints stated that the facility was emitting sawdust particulate matter that was settling on neighboring properties.
7. On February 16, 2022, DEQ personnel conducted a complaint investigation and a partial compliance inspection of Respondent's facility.
8. Plantwide Condition 5 of the Permit states that "the permittee must operate the equipment, control apparatus and emission monitoring equipment within the design limitations. The permittee shall maintain the equipment in good condition at all times."
9. During the complaint investigation, airborne saw dust particulate matter was observed and was settling on neighboring properties and covering outside furniture and cars.
10. The Planer Shavings and Sawdust Storage Cyclone (Cyclone) was formerly permitted as SN-20. In Permit 1567-AOP-R9, it was moved to Group A of the insignificant activities list of the

Permit.

11. During the partial compliance inspection of the facility, Respondent stated that on July 17, 2021, plant personnel noticed that the Cyclone was wearing out with holes starting to form and the metal being too thin to patch properly. Respondent also stated that in December 2021, the top was removed causing emissions to travel upward instead of to the side. Respondent failed to operate the Cyclone within its design limitations and failed to maintain the Cyclone in good condition at all times. Such failures violate Plantwide Condition 5 of the Permit and therefore violate Ark. Code Ann. § 8-4-217(a)(3) as referenced by Ark. Code Ann. § 8-4-304.

12. During the inspection, Respondent stated that a replacement Cyclone is currently on order and projected to arrive in June 2022.

13. In a letter dated March 17, 2022, DEQ informed Respondent of the compliance issues identified during the inspection conducted on February 16, 2022. This letter was intended to give Respondent an opportunity to review the issues identified and submit any additional information Respondent deemed appropriate.

14. On April 21, 2022, Respondent submitted a response to the March 17, 2022 letter and provided the following information:

“Interfor acknowledges that the Planer Shavings and Sawdust Storage Cyclone (SN-20) is in need of repair. Since discovery, Interfor has attempted multiple repairs in a continuous effort to resolve the issue to the best of its ability, as detailed below. Upon discovery of the issue with the cyclone, Interfor immediately issued a capital spending request on July 17, 2021, to replace the system that includes the cyclone. Interfor repaired the cyclone, SN-20, on April 3, 2022, and has resolved the upset

condition. The repair is expected to last until a replacement system can be installed as a final corrective action.”

15. On May 11, 2022, DEQ sent Respondent a formal enforcement letter for the compliance issues discovered during the February 16, 2022 compliance inspection.

16. On May 18, 2022, DEQ received a complaint of sawdust particles becoming airborne and settling on neighboring properties.

17. APC&EC Rule 18.901(A) states that “No person shall cause or permit the handling, transporting, or storage of any material in a manner which allows or may allow unnecessary amounts of air contaminants to become airborne.”

18. On May 20, 2022, DEQ personnel conducted an investigation into the complaint.

19. During the complaint investigation, it was determined that Respondent was allowing sawdust particulate matter to become airborne and settle on neighboring properties, covering cars and outdoor furniture. While a truck was unloading wood chips onto a wood chip pile, DEQ personnel observed visible emissions coming from this activity. Further, DEQ personnel observed noticeable dust in the air as trucks traveled on roads around the wood chip piles. Such act violates APC&EC Rule 18.901(A) and therefore violates Ark. Code Ann. § 8-4-217(a)(3) as referenced by Ark. Code Ann. § 8-4-304.

20. On April 25, 2022, Respondent submitted an Administrative Amendment application to DEQ to add a new fuel silo overflow pile to the insignificant activity list.

21. In a letter dated June 9, 2022, the DEQ Air Inspector for Respondent’s facility requested a Dust Management Plan (DMP) be submitted to DEQ within fifteen (15) business days to address the particulate matter and dust that are becoming airborne and crossing the facilities

boundaries.

22. In a letter dated June 20, 2022, DEQ, Office of Air Quality, Permits Section requested Respondent submit additional information including a DMP in regards to the Administrative Amendment submitted on April 25, 2022.

23. On July 1, 2022, Respondent submitted a DMP to DEQ that will be incorporated into Respondent's next Air Operating Permit.

24. In email correspondence dated July 11, 2022, Respondent stated that due to unforeseen circumstances a new vendor had to be found for the replacement Cyclone. The replacement Cyclone is now projected to be delivered in the 3rd or 4th Quarter of 2022.

ORDER AND AGREEMENT

WHEREFORE, Respondent, neither admitting nor denying the factual and legal allegations contained in this CAO, and DEQ do hereby agree and stipulate as follows:

1. Within thirty (30) calendar days of the effective date of this CAO, Respondent shall submit a compliance plan and implementation schedule (the Plan) addressing the replacement of the Planer Shavings and Sawdust Storage Cyclone. DEQ shall review the Plan and may submit to Respondent a written request for additional information if needed. Respondent shall submit a response to any such written request made by DEQ within fifteen (15) calendar days. Any failure to submit information requested by DEQ shall be considered a violation of this CAO.

2. Respondent shall submit quarterly updates to DEQ on the progress of the Plan. These updates shall be submitted by the 15th day of the month following the end of each quarter.

3. All corrective measures implemented pursuant to Paragraph 1 of the Order and Agreement shall be completed within one hundred eighty (180) calendar days of the effective date of

this CAO and submitted to DEQ.

4. Submittal of the required documents listed in Paragraphs 1-3 of the Order and Agreement shall be mailed to:

DEQ, Office of Air Quality
Enforcement Program
5301 Northshore Drive
North Little Rock, Arkansas 72118-5317.

5. In compromise and full settlement of the violations specified in the FINDINGS OF FACT, Respondent agrees to pay a civil penalty of **FOUR THOUSAND EIGHTY DOLLARS (\$4,080.00)**. Payment is due within thirty (30) calendar days of the effective date of this CAO. Such payment shall be made payable to:

DEQ, Fiscal Division
5301 Northshore Drive
North Little Rock, Arkansas 72118-5317.

In the event that Respondent fails to pay the civil penalty within the prescribed time, DEQ shall be entitled to attorneys' fees and costs associated with collection.

6. All applicable submissions required by this CAO are subject to approval by DEQ. In the event of any deficiency, Respondent shall, within fifteen (15) calendar days of notification by DEQ, submit any additional information requested. Failure to respond adequately to the notice of deficiency within fifteen (15) calendar days constitutes a failure to meet a deadline and is subject to the civil penalties established in the following Paragraph.

7. Failure to meet the limits, requirements, or deadlines of this CAO or the applicable approved schedules provided for herein constitutes a violation of this CAO. If Respondent fails to meet any limits, requirements, or deadlines, Respondent shall pay, on demand, to DEQ civil

penalties according to the following schedule:

- | | |
|--|----------------|
| (a) First day through the fourteenth day: | \$100 per day |
| (b) Fifteenth day through the thirtieth day: | \$500 per day |
| (c) More than thirty days: | \$1000 per day |

Stipulated penalties shall be paid within thirty (30) calendar days of receipt of DEQ's demand to Respondent for such penalties. These stipulated penalties may be imposed for delay in scheduled performance and shall be in addition to any other remedies or sanctions that may be available to DEQ by reason of Respondent's failure to comply with the requirements of this CAO. DEQ reserves its rights to collect other penalties and fines pursuant to its enforcement authority in lieu of the stipulated penalties set forth above.

8. If any event, including, but not limited to, an occurrence of nature, causes or may cause a delay in the achievement of compliance by Respondent with the requirements or deadlines of this CAO, Respondent shall notify DEQ in writing as soon as reasonably possible after it is apparent that a delay will result, but in no case after the due dates have passed. The notification shall describe in detail the anticipated length of the delay, the precise cause of the delay, the measures being taken and to be taken to minimize the delay, and the timetable by which those measures will be implemented.

9. DEQ may grant an extension of any provision of this CAO, provided that Respondent requests such an extension in writing and provided that the delay or anticipated delay has or will be caused by circumstances beyond the control of and without the fault of Respondent. The time for performance may be extended for a reasonable period, but in no event longer than the period of delay resulting from such circumstances. The burden of proving that any delay is caused by circumstances beyond the control of and without the fault of Respondent and the length of the delay attributable to

such circumstances shall rest with Respondent. Failure to notify DEQ promptly, as provided in the previous Paragraph of the ORDER AND AGREEMENT, shall be grounds for a denial of an extension.

10. This CAO is subject to public review and comment in accordance with Ark. Code Ann. § 8-4-103(d), and therefore is not effective until thirty (30) calendar days after public notice of the CAO is given. DEQ retains the right and discretion to rescind this CAO based on comments received within the thirty (30) day public comment period.

11. As provided by APC&EC Rule 8, this matter is subject to being reopened upon Commission initiative or in the event a petition to set aside this CAO is granted by the Commission.

12. Nothing contained in this CAO shall relieve Respondent of any obligations imposed by any other applicable local, state, or federal laws. Except as specifically provided herein, nothing contained in this CAO shall be deemed in any way to relieve Respondent of responsibilities contained in the permit.

13. Nothing in this CAO shall be construed as a waiver by DEQ of its enforcement authority over alleged violations not specifically addressed herein. In addition, this CAO neither exonerates Respondent from any past, present, or future conduct that is not expressly addressed herein, nor relieves Respondent of the responsibilities for obtaining any necessary permits.

14. By virtue of the signature appearing below, the individual represents that he or she is an Officer of Respondent, being duly authorized to execute and bind Respondent to the terms contained herein. Execution of this CAO by an individual other than an Officer of Respondent shall be accompanied by a resolution granting signature authority to that individual as duly ratified by the governing body of the entity.

SO ORDERED THIS 9th DAY OF FEBRUARY, 2023.



CALEB J. OSBORNE
DIVISION OF ENVIRONMENTAL QUALITY, DIRECTOR
CHIEF ADMINISTRATOR, ENVIRONMENT
ARKANSAS DEPARTMENT OF ENERGY AND ENVIRONMENT

APPROVED AS TO FORM AND CONTENT:

INTERFOR U.S. INC.

BY:  (Signature)

George Autenreath (Typed or printed name)

TITLE: Mill Manager

DATE: 2/1/23