



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 5
77 WEST JACKSON BOULEVARD
CHICAGO, IL 60604-3590

AUG 19 2014

REPLY TO THE ATTENTION OF:

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Steven Walsh, CEO
White Pine Electric Power, LLC.
29639 Willow Road
White Pine, Michigan 49971

Dear Mr. Walsh:

Enclosed is a file-stamped Consent Agreement and Final Order (CAFO) which resolves In the Matter of: White Pine Electric Power, LLC. CAA-05-2014-0044. As indicated by the filing stamp on its first page, we filed the CAFO with the Regional Hearing Clerk on AUG 19 2014.

Pursuant to paragraph 40 of the CAFO, White Pine must pay the civil penalty within 30 days of AUG 19 2014. Your electronic funds transfer must display the case name resolves In the Matter of: White Pine Electric Power, LLC, the docket number, CAA-05-2014-0044.

Please direct any questions regarding this case to Sherry L. Estes, Attorney, (312) 886-7164.

Sincerely yours,

Sarah G. Marshall, Chief
Air Enforcement and Compliance Assurance MI/WI Section

Enclosure

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 5



In the Matter of:) Docket No. CAA-05-2014-0044
)
White Pine Electric Power, LLC.) Proceeding to Assess a Civil Penalty
White Pine, Michigan) Under Section 113(d) of the Clean Air
) Act, 42 U.S.C. § 7413(d)
Respondent.)
_____)

Consent Agreement and Final Order

A. Preliminary Statement

1. This is an administrative action commenced and concluded under Section 113(d) of the Clean Air Act (the Act), 42 U.S.C. § 7413(d), and Sections 22.1(a)(2), 22.13(b), and 22.18(b)(2) and (3) of the *Consolidated Rules of Practice Governing the Administrative Assessment of Civil Penalties and the Revocation/Termination or Suspension of Permits* (Consolidated Rules), as codified at 40 C.F.R. Part 22.
2. Complainant is the Director of the Air and Radiation Division, United States Environmental Protection Agency, Region 5. On EPA's behalf, Susan Hedman, Regional Administrator, is delegated the authority to settle civil administrative penalty proceedings under Section 113(d) of the Act. EPA Delegation 7-6-C.
3. Respondent is White Pine Electric Power, LLC ("White Pine"), a limited liability company doing business in the State of Michigan. Respondent is a "person" as defined in Section 302(e) of the Act, 42 U.S.C. § 7602(e).
4. Complainant and Respondent, having agreed that settlement of this action is in the public interest, consent to the entry of this consent agreement ("Consent Agreement" or "Agreement") and the attached final order ("Final Order" or "Order") without adjudication of

any issues of law or fact herein, and Respondent agrees to comply with the terms of this Consent Agreement and Final Order (“CAFO”).

5. Respondent consents to the assessment of the specified civil penalty.

B. Jurisdiction and Waiver of Right to Hearing

6. This Consent Agreement is entered into under Section 113(d) of the Act, as amended, 42 U.S.C. § 7413(d), and the Consolidated Rules, 40 C.F.R. Part 22.

7. EPA and the United States Department of Justice jointly determined that this matter, although it involves alleged violations that occurred more than one year before the initiation of this proceeding, is appropriate for an administrative penalty assessment. 42 U.S.C. § 7413(d); 40 C.F.R. § 19.4.

8. In satisfaction of the notice requirements of section 113(d), on August 26, 2009, EPA issued to Respondent a notice of violation (“NOV”) and provided a copy of the NOV to Michigan, providing notice to both that EPA found that Respondent committed the alleged violations described in Section D of this Agreement and providing Respondent an opportunity to confer with EPA. On October 5, 2009, representatives of Respondent and EPA discussed the August 26, 2009 NOV at which time Respondent contested the alleged violations.

9. The issuance of this Consent Agreement and attached Final Order simultaneously commences and concludes this proceeding. 40 C.F.R. § 22.13(b). The Regional Administrator is authorized to ratify this Consent Agreement which memorializes a settlement between Complainant and Respondent. 40 C.F.R. § 22.18(b)(2).

10. Respondent admits the jurisdictional allegations in this CAFO and neither admits nor denies the factual allegations in the CAFO and neither admits nor denies the alleged violations.

11. Respondent waives its right to request a hearing as provided at 40 C.F.R. § 22.15(c), any right to contest the allegations in this CAFO, and its right to appeal this CAFO.

C. Statutory and Regulatory Background

12. On June 19, 1978, EPA promulgated the Prevention of Significant Deterioration of Air Quality (the "PSD regulations") pursuant to Subchapter I, Part C of the Act. 43 Fed. Reg. 26388 (June 19, 1978). These regulations were revised on August 7, 1980, Requirements for Preparation, Adoption, and Submittal of Implementation Plans; Approval and Promulgation of Implementation Plans, 45 Fed. Reg. 52676, and December 31, 2002, (Prevention of Significant Deterioration (PSD) and Nonattainment New Source Review (NSR), 67 Fed. Reg. 80186, and are codified at 40 C.F.R. § 52.21.

13. 40 C.F.R. § 52.21(i) states, in part, that the PSD regulations, including the need to obtain a PSD permit prior to beginning actual construction, apply to the major modification of any existing major stationary source in an area designated as attainment or unclassifiable.

14. EPA delegated the State of Michigan the authority to issue PSD permits using the federal PSD rules at 40 CFR § 52.21 (via delegation letter dated September 26, 1988).

15. On September 16, 2008, EPA conditionally approved the State of Michigan's PSD construction permit program under 40 CFR § 52.21 (effective October 16, 2008). 73 Fed. Reg. 53366. These changes addressed "NSR Reform" regulations promulgated on December 31, 2002. 67 Fed. Reg. 80186. For purposes of the Michigan State Implementation Plan (SIP), the applicable regulations are those regulations that were in effect during the time period when a source should have applied for and obtained a construction permit. The physical and operational

changes identified in this Order were made prior to the effective date of NSR Reform amendments to the Michigan SIP.

16. The Administrator of EPA may assess a civil penalty of up to \$27,500 per day of violation up to a total of \$220,000 for violations that occurred from January 31, 1997, through March 15, 2004, and may assess a civil penalty of up to \$32,500 per day of violation up to a total of \$270,000 for violations that occurred after March 15, 2004, under Section 113(d)(1) of the Act, 42 U.S.C. § 7413(d)(1), and 40 C.F.R. Part 19.

D. Factual Allegations and Alleged Violations

17. Respondent is White Pine Electric Power, LLC, in White Pine, Michigan, a limited liability company doing business in Michigan.

18. White Pine owns and operates two coal and natural gas fired boilers, each with 222 British thermal units per hour heat input and paired with a steam turbine with a rated capacity of 20 MW (“Power Boilers 1 and 2”) at 29639 Willow Road, White Pine, Michigan, 49971 (“White Pine Generating Station”).

19. At all times relevant to this proceeding, Respondent owned and operated units that emit regulated pollutants within the meaning of the Act, including sulfur dioxide (“SO₂”), nitrogen dioxide (“NO_x”), and particulate matter (“PM”) at the White Pine Generating Station.

20. Respondent had no electric generation from Power Boilers 1 and 2 between September 1998 and June 2004. Following the June 2004 restart, the White Pine Generating Station became a facility having the potential to emit more than 250 tons per year of one or more pollutants regulated under the Act.

21. Complainant alleges the change described in Paragraph 20 has the potential to cause a significant emissions increase of SO₂, NO_x and/or PM in excess of the significance thresholds as defined at 40 C.F.R. § 52.21.

22. Complainant alleges White Pine is subject to 40 C.F.R. § 52.21 for constructing a major modification without first obtaining a PSD permit and applying best available control technology.

23. Complainant alleges Respondent violated the PSD requirements found at Section 165 of the Act, 42 U.S.C. § 7475, and the applicable Michigan State Implementation Plan.

24. Complainant alleges Respondent failed to obtain a valid Title V permit by failing to submit a timely, accurate, and complete Title V permit application containing limitations from the PSD permit that it should have obtained prior to June 2004 as described in Paragraph 20. Complainant alleges this is a violation of the Title V permitting requirements at Sections 502 and 503 of the Act, 42 U.S.C. §§ 7661a and 7661b; the regulations at 40 C.F.R. Part 70, including, but not limited to, 40 C.F.R. §§ 70.1(b), 70.5(a), (b) and (c), and 70.7(b), and Michigan's Renewable Operating Permit Program, MAC R 336.1210 et. seq.

E. Terms of Consent Agreement

25. For the purpose of this proceeding, as required by 40 C.F.R. § 22.18(b)(2), Respondent:

- a. consents to the assessment of a civil penalty as stated below;
- b. consents to the issuance of any specified compliance or corrective action order;
- c. consents to the conditions specified in this Agreement; and
- d. consents to any stated Permit Action.

26. For the purpose of this proceeding, Respondent:

- a. agrees that this Agreement states a claim upon which relief may be granted against Respondent;
- b. acknowledges that this Agreement constitutes an enforcement action for purposes of considering Respondent's compliance history in any subsequent enforcement actions;
- c. waives any and all remedies, claims for relief and otherwise available rights to judicial or administrative review that Respondent may have with respect to any issue of fact or law set forth in this Order, including any right of judicial review under Section 307(b)(1) of the Clean Air Act, 42 U.S.C. § 7607(b)(1);
- d. consents to personal jurisdiction in any action to enforce this Agreement or Order, or both, in the United States District Court for the Western District of Michigan; and
- e. waives any rights it may possess at law or in equity to challenge the authority of the EPA to bring a civil action in a United States District Court to compel compliance with the Agreement or Order, or both, and to seek an additional penalty for such noncompliance, and agrees that federal law shall govern in any such civil action.

27. Respondent agrees that the time period from the Effective Date of this Agreement until all of the conditions specified in Paragraphs 28 through 39 are completed (the "Tolling Period") shall not be included in computing the running of any statute of limitations potentially applicable to any action brought by Complainant on any claims (the "Tolled Claims") set forth in Section D of this Agreement. Respondent shall not assert, plead, or raise in any fashion, whether

by answer, motion or otherwise, any defense of laches, estoppel, or waiver, or other similar equitable defense based on the running of any statute of limitations or the passage of time during the Tolling Period in any action brought on the Tolled Claims.

28. Within 30-calendar days of the Effective Date, White Pine shall permanently decommission equipment as necessary to render Power Boilers 1 and 2 so that they will be unable to operate on coal. In addition, White Pine must apply to the Michigan Department of Environmental Quality (“MDEQ”) for a permit to install under the Michigan SIP at Rule 336.1201, to remove coal as an authorized fuel for Power Boilers 1 and 2 and allowing for natural gas firing only. Within 30-calendar days of the effective date of the permit to install White Pine must apply to MDEQ for a modification of its White Pine Generating Station Title V Air Emission Permit No. MI-PTI-B1966-2014 to incorporate a Schedule of Compliance that includes the condition set forth in the permit to install and the conditions provided in Paragraphs 28, 29, 30, 31, 32, 33, 35, 36 and 37. Nothing in this CAFO affects MDEQ’s authority to establish permit requirements more stringent than and/or in addition to those specified herein.

29. By no later than August 30, 2014, White Pine shall continuously comply with the following emission rates at both Power Boilers 1 and 2:

- a. NO_x emissions rate of 0.190 pounds per million British thermal units
(lb/mmBTU)
- b. SO₂ emissions rate of 0.010 lb/mmBTU
- c. filterable PM emissions rate of 0.010 lb/mmBTU

30. White Pine must conduct the following stack tests:
- a. No later than the 60th day of operation of each Power Boiler after June 30, 2014, and in any event no later than June 30, 2015, White Pine shall perform a stack test upon such Power Boiler using the reference methods and procedures set forth at 40 C.F.R. Part 60, Appendix A, Method 7E. Such stack testing shall be repeated at least once within each succeeding 365 day period of operation of each Power Boiler until Retirement;
 - b. Perform a onetime stack test on each Power Boiler within the first 60 days of operation of such Power Boiler after June 30, 2014, and in any event no later than June 30, 2015, using the reference methods and procedures set forth at 40 C.F.R. Part 60, Appendix A, Method 6C; and
 - c. Perform a onetime stack test on each Power Boiler within the first 60 days of operation of such Power Boiler after June 30, 2014, and in any event no later than June 30, 2015, using the reference methods and procedures set forth at 40 C.F.R. Part 60, Appendix A, Method 5.
31. a. After June 30, 2015, if the Power Boilers collectively exceed a 33 percent capacity factor determined on a 12-month rolling basis, White Pine shall install a NO_x continuous emission monitor (CEMs) to monitor emissions of NO_x from the Power Boilers within 6 months of the capacity factor exceedance, and shall continuously operate the NO_x CEMs until the Power Boilers are permanently retired. "Capacity factor" shall be defined as "the ratio of the actual total output of Power Boilers 1 and 2 over a 12-month rolling period expressed in mega-watt hours, to the potential output of Power Boilers 1 and 2 over the

same 12-month rolling period operating at full nameplate capacity expressed in mega-watt hours.”

- b. The NO_x CEMs shall be installed, certified, maintained and continuously operated in accordance with Part 60. The NO_x CEMs shall comprise a continuous monitor measuring on an hourly average basis and a diluent monitor used to convert the concentration to units expressed in lb/mmBTU. Upon certification of the NO_x CEMs compliance with the NO_x emission rate of 0.190 pounds per million British thermal units (lb/mmBTU) shall be determined on the basis of a 30-day rolling average.
32. a. By June 30, 2021, White Pine will submit an Attachment Y application to the Midcontinent Independent System Operator, Inc. (MISO), so that it may permanently Retire Power Boilers 1 and 2 no later than June 30, 2023. Subject to an authorization of the MISO, no later than June 30, 2023, White Pine will permanently Retire Power Boilers 1 and 2.
- b. Notwithstanding the provisions of Paragraph 32(a), Power Boilers 1 and 2 need not be retired if, as of June 30, 2023, Respondent has obtained and is compliant with a permit issued under the provisions of the Michigan SIP implementing the PSD provisions of the Clean Air Act in which Best Available Control Technology emission limitations for NO_x, SO₂ and PM for Power Boilers 1 and 2 have been established by the MDEQ.
 - c. “Retire” shall mean to permanently shut down Power Boilers 1 and 2 such that Power Boilers 1 and 2 cannot physically or legally burn fossil fuel, including removing Power Boilers 1 and 2 from Michigan’s air emissions inventory, and

applying to MDEQ to amend, surrender or void all permits to install and renewable operating permits so as to reflect the permanent shutdown status of Power Boilers 1 and 2.

I. Prohibition on Netting Credits

33. Emission reductions at the White Pine Generating Station that result from actions to be taken by White Pine to comply with the requirements of this CAFO shall not be considered as creditable contemporaneous emission decreases for the purpose of obtaining a Netting or offset credit under the Clean Air Act's Nonattainment NSR and PSD programs.

34. Nothing in this CAFO is intended to preclude the emission reductions generated under this CAFO from being considered by the State or EPA as creditable contemporaneous emission decreases for the purpose of attainment demonstrations submitted pursuant to Section 110 of the Act, 42 U.S.C. § 7410, or in determining impacts on National Ambient Air Quality Standards, PSD increment, or air quality related values, including visibility, in a Class I area.

II. Environmental Mitigation

35. White Pine shall conduct the mitigation project(s) described in Appendix A of this CAFO and spend \$75,000 in the aggregate on such project(s).

III. Reporting

36. Beginning with the half calendar year period ending December 31, 2014, White Pine must submit to EPA semiannual reports through December 31, 2017 within 60 days after the end of each half of the calendar year (January through June and July through December). Beginning with the calendar year ending December 31, 2018 through the calendar year ending December 31, 2023, White Pine must submit to EPA annual reports within sixty (60) Days after

the end of each calendar year (January through December). The reports shall include all information necessary to assess compliance with this CAFO, including but not limited SO₂, NO_x and PM stack testing, as well as CEMS data for NO_x if applicable.

37. White Pine must send all reports required by this Order to:

Attention: Compliance Tracker (AE-17J)
Air Enforcement and Compliance Assurance Branch
U.S. EPA, Region 5
77 West Jackson Boulevard
Chicago, Illinois 60604

38. All reports that Respondent must submit to comply with this Agreement shall include the following statement and certification:

I certify under penalty of law that the information contained in this submittal to EPA is accurate, true, and complete. I understand that there are significant civil and criminal penalties for making false or misleading statements to the United States government.

The above statement shall be signed by a responsible official for the Respondent (i.e., the owner if Respondent is a sole proprietorship, the managing partner if Respondent is a partnership, or a responsible corporate official if Respondent is an incorporated entity).

F. Civil Penalty

39. Based on analysis of the factors specified in Section 113(e) of the Act, 42 U.S.C. § 7413(e) and the facts of this case, Complainant has determined that an appropriate civil penalty to settle this action is \$25,000.

40. Within 30 days after the Effective Date of this CAFO, Respondent must pay a \$25,000 civil penalty by electronic funds transfer, payable to the "Treasurer, United States of America," and sent to:

Federal Reserve Bank of New York
ABA No. 021030004
Account No. 68010727
33 Liberty Street
New York, NY 10045
Field Tag 4200 of the Fedwire message should read:
“D68010727 Environmental Protection Agency”

In the comment or description field of the electronic funds transfer, state In the Matter of:
White Pine Electric Power, LLC, the docket number of this CAFO, and the billing document
number.

41. If Respondent does not pay timely the civil penalty, EPA may bring an action to collect any unpaid portion of the penalty with interest, handling charges, nonpayment penalties and the United States' enforcement expenses for the collection action under Section 113(d)(5) of the Act, 42 U.S.C. § 7413(d)(5). The validity, amount, and appropriateness of the civil penalty are not reviewable in a collection action.

42. Pursuant to 31 C.F.R. § 901.9, Respondent must pay the following on any amount overdue under this CAFO. Interest will accrue on any overdue amount from the date payment was due at a rate established by the Secretary of the Treasury. Respondent must pay a \$15 handling charge each month that any portion of the penalty is more than 30 days past due. In addition, Respondent must pay a quarterly nonpayment penalty each quarter during which the assessed penalty is overdue according to Section 113(d)(5) of the Act, 42 U.S.C. § 7413(d)(5). This nonpayment penalty will be 10 percent of the aggregate amount of the outstanding penalties and nonpayment penalties accrued from the beginning of the quarter.

G. General Provisions

43. The provisions of this Agreement shall apply to and be binding upon Respondent and its officers, directors, employees, agents, trustees, servants, authorized representatives,-

successors, and assigns. From the Effective Date of this Agreement until the end of the Retirement of Power Boilers 1 and 2 as set out in Paragraph 32, Respondent must give written notice and a copy of this Agreement to any successors in interest prior to any transfer of ownership or control of any portion of or interest in the White Pine Generating Station. Simultaneously with such notice, Respondent shall provide written notice of such transfer, assignment, or delegation to EPA. In the event of any such transfer, assignment, or delegation, Respondent shall not be released from the obligations or liabilities of this Agreement unless EPA has provided written approval of the release of said obligations or liabilities.

44. By signing this Agreement, Respondent acknowledges that this Agreement and Order will be available to the public and agrees that this Agreement does not contain any confidential business information.

45. By signing this Agreement, both parties agree that each party's obligations under this Consent Agreement and attached Final Order constitute sufficient consideration for the other party's obligations. Additionally, both parties agree that Complainant's covenant not to sue Respondent (stated in Paragraph 51) during the time period between the date the Final Order is filed by the Regional Hearing Clerk and the deadlines for Respondent to complete the non-penalty conditions in Paragraphs 28, 29, 30, 31, 32, 33, 35, 36 and 37 constitutes sufficient consideration for Respondent's obligation to completely perform those non-penalty conditions, regardless of whether the covenant not to sue subsequently terminates as provided in Paragraph 51.

46. By signing this Agreement, Respondent certifies that the information it has supplied concerning this matter was at the time of submission, and is, truthful, accurate, and complete in all material respects for each such submission, response, and statement. Respondent

acknowledges that there are significant penalties for submitting false or misleading information, including the possibility of fines and imprisonment for knowing submission of such information, under 18 U.S.C. § 1001.

47. This CAFO constitutes an “enforcement response” as that term is used in EPA’s Clean Air Act Stationary Source Civil Penalty Policy to determine Respondent’s “full compliance history” under Section 113(e) of the Act, 42 U.S.C. § 7413(e).

48. Each person signing this consent agreement certifies that he or she has the authority to sign for the party whom he or she represents and to bind that party to its terms.

49. Each party agrees to bear its own costs and attorneys’ fees in this action.

H. Effect of Consent Agreement and Final Order

50. In accordance with 40 C.F.R. § 22.18(c), completion of the terms of this Consent Agreement and Final Order resolves only Respondent’s liability for federal civil penalties for the violations and facts specifically alleged above.

51. This Consent Agreement and Final Order resolves Respondent’s civil liability upon the violations and facts alleged in this matter and Complainant covenants not to sue Respondent for injunctive or other equitable relief for the violations and facts alleged in this matter, but such covenant terminates if and when Respondent fails to timely and satisfactorily complete every condition stated in Paragraph 28 through 38. The covenant not to sue becomes permanent upon satisfactory performance of the conditions stated in Paragraphs 28 through 38. If and when this covenant terminates, Complainant may compel Respondent to perform the conditions in Paragraphs 28 through 38, seek civil penalties that accrue from the Effective Date of this Consent Agreement until compliance is achieved, and seek other relief in a civil judicial action pursuant to the Clean Air Act, pursuant to contract law, or both.

52. The provisions of this Consent Agreement and Final Order shall be deemed satisfied upon Respondent's receipt of written notice from Complainant that Respondent has demonstrated, to the satisfaction of Complainant, that the terms of this Consent Agreement and Final Order have been satisfactorily completed. This notice shall not, however, terminate Complainant's covenant not to sue Respondent upon the violations and facts alleged in this matter. Respondent may request a termination letter when Respondent believes it has made the necessary demonstration under this provision, and Complainant agrees to consider and act upon such requests as soon as practicable.

53. Penalties paid pursuant to this Agreement shall not be deductible for purposes of federal taxes.

54. This Agreement constitutes the entire agreement and understanding of the parties and supersedes any prior agreements or understandings, whether written or oral, among the parties with respect to the subject matter hereof.

55. The terms, conditions, and compliance requirements of this Agreement may not be modified or amended except upon the written agreement of both parties, and approval of the Regional Administrator.

56. Any violation of this Order may result in a civil judicial action for an injunction or civil penalties of up to \$37,500 per day per violation, or both, as provided in Section 113(b)(2) of the Act, 42 U.S.C. § 7413(b)(2), as well as criminal sanctions as provided in Section 113(c) of the Act, 42 U.S.C. § 7413(c). The EPA may use any information submitted under this Order in an administrative, civil judicial or criminal action.

57. Nothing in this Agreement shall relieve Respondent of the duty to comply with all applicable provisions of the Act and other federal, state, or local laws or statutes, including but

not limited to the National Emission Standards for Hazardous Air Pollutants for Major Sources: Industrial, Commercial, and Institutional Boilers. Nor shall it restrict EPA's authority to seek compliance with any applicable laws or regulations, nor shall it be construed to be a ruling on, or determination of, any issue related to any federal, state, or local permit, other than with respect to the matters addressed herein.

58. Nothing herein shall be construed to limit the power of EPA to undertake any action against Respondent or any person in response to conditions that may present an imminent and substantial endangerment to the public health, welfare, or the environment.

59. EPA reserves the right to revoke this Agreement and settlement penalty if and to the extent that EPA finds, after signing this Agreement, that any information provided by Respondent was materially false or inaccurate at the time such information was provided to EPA, and EPA reserves the right to assess and collect any and all civil penalties for any violation described herein. The EPA shall give Respondent notice of its intent to revoke, which shall not be effective until received by Respondent in writing.

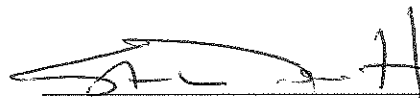
I. Effective Date

60. Respondent and Complainant agree to issuance of the attached Final Order. Upon filing, EPA will transmit a copy of the filed Consent Agreement to the Respondent. This Consent Agreement and attached Final Order shall become effective after it is fully executed by the Regional Administrator and on the date of filing with the Regional Hearing Clerk (such date, the "Effective Date").

The foregoing Consent Agreement In the Matter of White Pine Electric Power, LLC, Docket No. _____, is Hereby Stipulated, Agreed, and Approved for Entry. This agreement may be signed in counterparts.

White Pine Electric Power LLC, Respondent

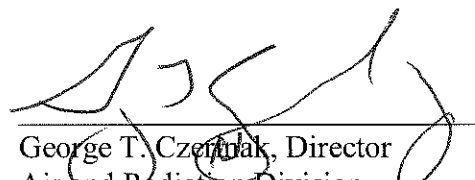
8 Aug 2014
Date



Steven Walsh, CEO
White Pine Electric Power LLC

United States Environmental Protection Agency, Complainant

8/14/14
Date



George T. Czerniak, Director
Air and Radiation Division
U.S. Environmental Protection
Agency, Region 5

**UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 5**

In the Matter of:)	Docket No.	CAA-05-2014-0044
)		
White Pine Electric Power, LLC.)	Proceeding to Assess a Civil Penalty	
White Pine, Michigan)	Under Section 113(d) of the Clean Air	
)	Act, 42 U.S.C. § 7413(d)	
Respondent.)		
_____)		


Pursuant to 40 C.F.R. § 22.18(b) of the EPA's Consolidated Rules of Practice and Section 113(d) of the Clean Air Act, 42 U.S.C. § 7413(d), the attached Consent Agreement resolving this matter is incorporated by reference into this Final Order and is hereby ratified. This Consent Agreement and Final Order, as agreed to by the parties, shall become effective immediately upon filing with the Regional Hearing Clerk.

The Respondent is ORDERED to comply with all terms of the Consent Agreement, effective immediately. Failure to comply with the terms of Paragraphs 28, 29, 30, 31, 32, 33, 35 and 36, which are not related to the assessment and payment of civil penalties, will terminate the covenant provided in Paragraph 51, as provided therein.

This Final Order concludes this proceeding pursuant to 40 C.F.R. §§ 22.18 and 22.31.

IT IS SO ORDERED.

8-18-2014
Date



Susan Hedman
Regional Administrator
U.S. Environmental Protection Agency
Region 5

In the Matter of:

White Pine Electric Power, LLC

Docket No. CAA-05-2014-0044

Certificate of Service

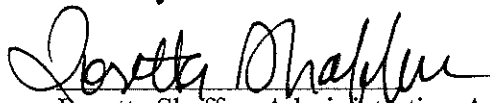
I certify that I filed the original and one copy of the Consent Agreement and Final Order in this matter with the Regional Hearing Clerk (E-13J), United States Environmental Agency, Region 5, 77 West Jackson Boulevard, Chicago, Illinois 60604, and that mailed by Certified Mail, Receipt No. _____, the second original to Respondent, addressed as follows:

Steven Walsh, CEO
White Pine Electric Power, LLC
29639 Willow Road
White Pine, Michigan 49971

and that I delivered a correct copy by intra-office mail, addressed as follows:

Regional Judicial Officer (C-14J)
United States Environmental Protection Agency
Region 5
77 West Jackson Boulevard
Chicago, Illinois 60604

On this 19 day of Aug, 2014.



Loretta Shaffer, Administrative Assistant
AECAS (PAS)

CERTIFIED MAIL RECEIPT NUMBER: 7011 1150 0000 2639 3205