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EPA--REGION 10

BEFORE THE
UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

In the Matter of:)	
)	DOCKET NO. CAA-10-2014-0124
JELD-WEN, INC.,)	
Thomas Lumber Facility,)	CONSENT AGREEMENT AND
)	FINAL ORDER
Klamath Falls, Oregon,)	
)	
Respondent.)	

I. STATUTORY AUTHORITY

1.1. This Consent Agreement and Final Order (“CAFO”) is issued under the authority vested in the Administrator of the U.S. Environmental Protection Agency (“EPA”) by Section 113(d) of the Clean Air Act (“CAA”), 42 U.S.C. § 7413(d).

1.2. The Administrator has delegated the authority to issue the Final Order contained in Part V of this CAFO to the Regional Administrator of EPA Region 10, who has redelegated this authority to the Regional Judicial Officer in EPA Region 10.

1.3. Pursuant to Section 113(d) of the CAA, 42 U.S.C. § 7413(d), and in accordance with the “Consolidated Rules of Practice Governing the Administrative Assessment of Civil Penalties,” 40 C.F.R. Part 22, EPA issues, and JELD-WEN, inc. (“Respondent”) agrees to issuance of, the Final Order contained in Part V of this CAFO.

II. PRELIMINARY STATEMENT

2.1. In accordance with 40 C.F.R. §§ 22.13(b) and 22.18(b), issuance of this CAFO commences this proceeding, which will conclude when the Final Order contained in Part V of this CAFO becomes effective.

2.2. The Director of the Office of Compliance and Enforcement, EPA Region 10 (“Complainant”) has been delegated the authority pursuant to Section 113(d) of the CAA, 42 U.S.C. § 7413(d), to sign consent agreements between EPA and the party against whom an administrative penalty for violations of the CAA is proposed to be assessed.

2.3. Part III of this CAFO contains a concise statement of the factual and legal basis for the alleged violations of the CAA together with the specific provisions of the CAA and the implementing regulations that Respondent is alleged to have violated.

III. ALLEGATIONS

3.1. Respondent is a corporation incorporated in the State of Oregon and is a “person” as defined in Section 302(e) of the CAA, 42 U.S.C. § 7602(e).

3.2. Respondent has owned and operated the Millwork Manufacturing-Thomas Lumber wood products facility in Klamath Falls, Oregon (“Facility”) since at least 1990.

3.3. Section 110(a) of the CAA, 42 U.S.C. § 7410(a), requires each state to submit a State Implementation Plan (“SIP”) that provides for the attainment and maintenance of the National Ambient Air Quality Standard for approval by EPA. The Administrator thereafter retains the authority to enforce any applicable requirement or prohibition of the SIP, including any permit condition issued pursuant to

SIP-approved regulations for the review of new or modified stationary sources, as provided in Section 113(a)(1) of the CAA, 42 U.S.C. § 7413(a)(1), and 40 C.F.R. § 52.23.

3.4. EPA initially approved the Oregon SIP on May 31, 1972. 37 Fed. Reg. 10888. EPA has approved numerous subsequent revisions and amendments to the Oregon SIP since that time.

3.5. Title V of the CAA, 42 U.S.C. §§ 7661-7661f, establishes an operating permit program for certain sources, including “major sources.” Section 502 of Title V, 42 U.S.C. § 7661a, has at all relevant times made it unlawful for any person to violate any requirement of a permit issued under Title V or to operate a major source and certain other sources except in compliance with a permit issued by a permitting authority under Title V.

3.6. EPA granted final interim approval to the Title V operating permit program submitted by the Oregon Department of Environmental Quality (“ODEQ), effective January 3, 1995, 59 Fed. Reg. 61820 (December 2, 1994), and full approval, effective November 27, 1995. 60 Fed. Reg. 50106 (September 28, 1995).

3.7. The Facility directly emits or has the “potential to emit,” as defined in 40 C.F.R. § 70.2, 100 tons per year or more of “any air pollutant,” as defined in 40 C.F.R. § 70.2, and is therefore a “major source” as defined in Section 501(2) of the CAA, 42 U.S.C. § 7661(2), and 40 C.F.R. § 70.2.

3.8. From February 29, 2008 to January 29, 2013, Respondent was subject to Title V Operating Permit No. 18-0006-TV-01, dated February 29, 2008, issued by ODEQ to Respondent for the Facility (“2008 Title V Permit”).

3.9. On and after January 30, 2013, Respondent has been subject to Title V Operating Permit No. 18-0006-TV-01, dated January 30, 2013, issued by ODEQ to Respondent for the Facility (“2013 Title V Permit”).

3.10. The Facility includes Boiler G, a Wellons boiler rated at 72.5 million British Thermal Units per hour heat input and 50,000 pounds of steam per hour. Particulate matter from Boiler G is controlled by a multi-clone and, since 2004 (except for periods described herein), an electrostatic precipitator (“ESP”).

3.11. In approximately February 2008, Respondent installed a continuous opacity monitoring system (“COMS”) on Boiler G.

3.12. The ESP on Boiler G was non-operational from August 6, 2008, when it was damaged by an explosion, until April 27, 2009, when repairs were completed.

Count 1

3.13. OAR 340-208-0110(2) and (3)(a) state that, for all new sources in all areas and existing sources within special control areas, no person may emit or allow to be emitted any air contaminant into the atmosphere from any new air contaminant source, or from any existing source within a special control area, for a period or periods aggregating more than three minutes in any one hour which is equal to or greater than 20% opacity, except where the presence of uncombined water is the only reason for failure of any source to meet this requirement. These provisions have been approved by EPA as part of the Oregon SIP.

3.14. The Facility is located in a special control area.

3.15. Condition 40 of the 2008 Title V Permit and Condition 46 of the 2013 Title V Permit state that Respondent must not cause or allow the emission of any air contaminant into the atmosphere from Boiler G for a period or periods aggregating more than three minutes in any one hour which is equal to or greater than 20% opacity, excluding uncombined water vapor.

3.16. Between approximately February 29, 2008 and August 14, 2013, emissions of air contaminants into the atmosphere from Boiler G were equal to or greater than 20% opacity, excluding uncombined water vapor, for a period or periods aggregating more than three minutes in any one hour on numerous occasions.

Count 2

3.17. Condition 73 of the 2008 Title V Permit states that Respondent must install, calibrate, maintain, operate, and record the output of a COMS on the exhaust stack of the ESP on Boiler G in accordance with ODEQ's Continuous Monitoring Manual.

3.18. Between approximately February 29, 2008 and December 14, 2009, the COMS was not programmed to determine opacity in a manner consistent with the applicable standard set forth in Paragraphs 3.13 and 3.15 above.

3.19. Between approximately February 29, 2008 and July 7, 2009 when a new COMS of a different design was installed on Boiler G, the COMS either did not provide reliable data on the opacity of emissions from Boiler G on numerous days or was not operational because of damage to the ESP.

3.20. Between approximately February 29, 2008 and August 5, 2008, there is no evidence of daily zero-span checking being performed as set forth in ODEQ's Continuous Monitoring Manual.

Count 3

3.21. Conditions 75.a and 75.b of the 2008 Title V Permit and Conditions 79.a and 79.b of the 2013 Title V Permit require Respondent to perform compliance assurance monitoring for Boiler G as follows: Using the COMS required by Condition 73, Respondent must take corrective action any time that the one-hour average opacity exceeds 10% and, if corrective action cannot be performed within three hours of an excursion or the corrective action is ineffective, Respondent must notify ODEQ.

3.22. Between approximately February 29, 2008 and August 14, 2013, Respondent did not take corrective action when the one-hour average opacity exceeded 10% and/or notify ODEQ when timely and effective corrective action was not taken as required by Conditions 75.a and 75.b of the 2008 Title V Permit on numerous occasions.

Count 4

3.23. Condition 82 of the 2008 Title V Permit provides that, unless otherwise specified by permit condition, Respondent must make every effort to maintain 100 percent of the records required by the permit and that if information is not obtained or recorded for legitimate reasons (e.g., the monitor or data acquisition system malfunctions due to a power outage), the missing record(s) may not be considered a permit deviation provided the amount of data lost does not exceed 10% of the averaging period in a reporting period or 10% of the total operating hours in a reporting period if no averaging time is specified. Upon discovering that a required record is missing, Respondent must document the reason for the missing record. In addition, any missing record that can be recovered from other available information may not be considered a missing record.

3.24. Between approximately February 29, 2008 and July 7, 2009, Respondent did not make every effort to maintain 100 percent of the COMS data required to be collected and recorded by Condition 73 of the 2008 Title V Permit, there was no legitimate reason for failure to collect this information, and the amount of data lost exceeded 10% of the total operating hours in a reporting period.

Count 5

3.25. Conditions 88.a and 88.b and Addendum D of the 2008 Title V Permit require Respondent to notify ODEQ by phone, e-mail, or facsimile of an excess emission event within one hour of the event and to submit a written report with specified information within 15 days of the event.

3.26. Between approximately February 29, 2008 and March 28, 2011, Respondent failed to notify ODEQ by phone, e-mail, or facsimile of all opacity excess emissions from Boiler G within one hour of the event and/or failed to submit a written report of the event within 15 days of the excess emission event.

Count 6

3.27. Condition 89 of the 2008 Title V Permit and Condition 92 of the 2013 Title V Permit require Respondent to promptly report deviations from permit requirements that do not cause excess emissions, including those attributable to upset conditions, as defined in the permit, the probable cause of such deviations, and any corrective actions or preventive measures taken, and defines “prompt” to mean within 15 days of the deviation.

3.28. Between approximately February 29, 2008 and August 14, 2013, Respondent failed to promptly report to ODEQ all deviations from Conditions 73, 75, 88, and 93 of the 2008 Title V Permit.

Count 7

3.29. Condition 93 of the 2008 Title V Permit requires Respondent to submit three copies of reports of any required monitoring at least every six months, completed on forms approved by ODEQ. All instances of deviation from permit requirements must be clearly identified in such reports. The first semi-annual report is due on July 30 and must include the semi-annual compliance certification. The annual report is due on March 15 and must include the emission fee report, the second semi-annual compliance certification, and the information identified in Condition 94 of the 2008 Title V Permit.

3.30. Conditions 94.h and 94.j of the 2008 Title V Permit require the annual report to include, among other things, a summary of the number and duration of Boiler G opacity excursions and brief

description of corrective actions as well as a summary of all permit deviations that occurred during the reporting period.

3.31. Condition 95.c of the 2008 Title V Permit requires that semi-annual compliance certifications include the status of compliance with the terms and conditions of the permit for the period covered by the certification, including whether compliance during the period was continuous or intermittent.

3.32. Respondent submitted semi-annual compliance certifications for the periods covering January 1 through June 30, 2008; July 1 through December 31, 2008; January 1 through June 30, 2009; July 1 through December 31, 2009; January 1 through June 30, 2010; and July 1 through December 31, 2010.

3.33. Each of the reports identified in Paragraph 3.32 above certified continuous compliance with the Conditions 40, 73, 88, and/or 89 of the 2008 Title V Permit at times when information available to Respondent, and in some cases reported to ODEQ, showed that Respondent was not in continuous compliance with one or more of those permit conditions during the time period covered by the report.

3.34. In addition, annual reports submitted to ODEQ for years 2008, 2009, and 2010 did not include a summary of the number and duration of Boiler G opacity excursions and brief description of corrective actions or a summary of all permit deviations that occurred during the reporting period, as required by Condition 94.h and j of the 2008 Title V Permit.

3.35. The annual report due to ODEQ on March 15, 2009 was submitted to ODEQ on March 18, 2009.

Enforcement

3.36. Respondent violated Sections 113(a)(1) and 502 of the CAA, 42 U.S.C. §§ 7413(a)(1) and 7661a; 40 C.F.R. § 52.23; OAR 340-208-0110(2) and (3)(a) of the Oregon SIP; Conditions 40, 73, 75.a, 75.b, 82, 88.a and 88.b, 89, 93, 94.h., 94.j., and 95.c. of the 2008 Title V Permit; and Conditions 46, 79.a, 79.b, and 92 of the 2013 Title V Permit.

3.37. In satisfaction of the notice requirements of Section 113(a) of the CAA, 42 U.S.C. § 7413(a), on August 14, 2013, EPA issued Respondent a Notice of Violation, the allegations of which are reasserted and incorporated by reference in Section III of this CAFO and a copy of which was provided to ODEQ..

3.38. EPA and the United States Department of Justice jointly determined that this matter is appropriate for an administrative penalty assessment. 42 U.S.C. § 7413(d); 40 C.F.R. § 19.4.

3.39. Under Section 113(d) of the CAA, 42 U.S.C. § 7413(d), and 40 C.F.R. Part 19, EPA may assess a civil penalty of not more than \$37,500 per day of violation.

IV. CONSENT AGREEMENT

4.1. Respondent admits the jurisdictional allegations of this CAFO.

4.2. Respondent neither admits nor denies the specific factual allegations contained in this CAFO.

Penalty

4.3. As required by Section 113(e)(1) of the CAA, 42 U.S.C. § 7413(e)(1), EPA has taken into account the size of the business, the economic impact of the penalty on the business, Respondent's

full compliance history and good faith efforts to comply, the duration of the violation as established by any credible evidence, payment by Respondent of penalties previously assessed for the same violation, the economic benefit of noncompliance, the seriousness of the violation, and such other factors as justice may require. After considering all of these factors, including Respondent's agreement to perform the Supplemental Environmental Project described below, EPA has determined and Respondent agrees that an appropriate penalty to settle this action is \$108,000.

4.4. Respondent agrees to pay the total civil penalty set forth in Paragraph 4.3 within 30 days of the effective date of the Final Order contained in Part V of this CAFO.

4.5. Payment under this CAFO may be paid by check (mail or overnight delivery), wire transfer, ACH, or online payment. Payment instructions are available at: http://www.epa.gov/ocfo/finservices/payment_instructions.htm. Payments made by a cashier's check or certified check must be payable to the order of "Treasurer, United States of America" and delivered to the following address:

U.S. Environmental Protection Agency
Fines and Penalties
Cincinnati Finance Center
P.O. Box 979077
St. Louis, Missouri 63197-9000

Respondent must note on the check the title and docket number of this action.

4.6. Respondent must serve photocopies of the check, or proof of other payment method, described in Paragraph 4.5 on the Regional Hearing Clerk and EPA Region 10 at the following addresses:

Regional Hearing Clerk
U.S. Environmental Protection Agency
Region 10, Mail Stop ORC-158
1200 Sixth Avenue, Suite 900
Seattle, Washington 98101

John Keenan
U.S. Environmental Protection Agency
Region 10, Mail Stop OCE-127
1200 Sixth Avenue, Suite 900
Seattle, Washington 98101

4.7. If Respondent fails to pay the penalty assessed by this CAFO in full by its due date, the entire unpaid balance of penalty and accrued interest shall become immediately due and owing. If such a failure to pay occurs, Respondent may be subject to a civil action pursuant to Section 113(d)(5) of the CAA, 42 U.S.C. § 7413(d)(5), to collect the assessed penalty under the CAA. In any collection action, the validity, amount, and appropriateness of the penalty shall not be subject to review.

4.8. If Respondent fails to pay any portion of the penalty assessed by this CAFO in full by its due date, Respondent shall be responsible for payment of the following amounts:

4.8.1. Interest. Any unpaid portion of the assessed penalty shall bear interest at the rate established pursuant to 26 U.S.C. § 6621(a)(2) from the effective date of the Final Order, provided, however, that no interest shall be payable on any portion of the assessed penalty that is paid within 30 days of the effective date of the Final Order contained herein.

4.8.2. Attorneys' Fees, Collection Costs, Nonpayment Penalty. Pursuant to 42 U.S.C. § 7413(d)(5), should Respondent fail to pay the assessed penalty and interest on a timely basis, Respondent shall also be required to pay the United States' enforcement expenses, including but not limited to attorneys' fees and costs incurred by the United States for collection proceedings, and a quarterly nonpayment penalty

for each quarter during which such failure to pay persists. Such nonpayment penalty shall be ten percent of the aggregate amount of Respondent's outstanding penalties and nonpayment penalties accrued from the beginning of such quarter.

4.9. The penalty described in Paragraph 4.3, including any additional costs incurred under Paragraph 4.8, represents an administrative civil penalty assessed by EPA and shall not be deductible for purposes of federal taxes.

Supplemental Environmental Project

4.10. To improve air quality in Klamath County, Oregon, Respondent agrees to fund a Wood Stove Change-out and Fireplace Insert Campaign Project that will be implemented by the South Central Oregon Economic Development District ("SCOEDD") (the project, as funded with the Project Dollars as defined in Paragraph 4.11.3 below, is referred to here as the "SEP"). The SEP will:

4.10.1 Replace uncertified woodstoves with non-wood heating appliances within the Klamath Falls PM_{2.5} Nonattainment Area and/or the adjacent community of Chiloquin, Oregon; and/or

4.10.2 Replace uncertified woodstoves with certified woodstoves or certified pellet stoves in the Klamath Falls PM_{2.5} Nonattainment Area and/or Chiloquin, Oregon; and/or

4.10.3 Install pellet or non-wood inserts into fireplaces in the Klamath Falls PM_{2.5} Nonattainment Area and Chiloquin, Oregon; and/or

4.10.4 Install wood inserts into fireplaces in Chiloquin, Oregon; and/or

4.10.5 Provide an incentive for home owners to eliminate wood burning units without replacement.

4.11. Respondent agrees to fund, implement, and complete the SEP no later than August 1, 2016 in accordance with all provisions of this CAFO.

4.11.1 By no later than 30 days of the effective date of the Final Order contained in Part V of this CAFO, Respondent will enter into a contractual arrangement with SCOEDD so as to provide for the replacement in phases of uncertified units in the Klamath Falls PM_{2.5} Nonattainment Area and in Chiloquin, Oregon as provided in Paragraph 4.10 above.

4.11.1.1 For purposes of this CAFO, an “uncertified unit” shall refer to an uncertified woodstove or fireplace without a certified insert and an uncertified woodstove shall refer to a woodstove that is not certified under 40 C.F.R. Part 60, Subpart AAA.

4.11.1.2 Uncertified units will be replaced free of charge or on a subsidized basis to low-income households that could otherwise not afford the units.

4.11.1.3 Home owners, without consideration of income, will be paid a bounty to remove uncertified woodstoves and fireplace inserts to eliminate the use of wood-burning units at their location.

4.11.1.4 The activities and services funded by the SEP will not be conducted on or provide benefit to federally-owned property.

4.11.2 By no later than 60 days of the effective date of the Final Order contained in Part V of this CAFO, Respondent will submit to EPA a copy of the contract or contracts referred to in Paragraph 4.11.1.

4.11.3 Respondent will fund the SEP by paying SCOEDD the following amounts (the total such amount referred to as the “Project Dollars”) no later than the dates shown below:

4.11.3.1	Within 30 days of the effective date of the Final Order contained in Part V of this CAFO	\$86,953
4.11.3.2	January 9, 2015	\$85,135
4.11.3.3	April 1, 2015	\$85,135

4.11.4 By no later than August 1, 2015, Respondent shall submit a progress report specifying the number and type of removals, replacements, and installations funded with the Project Dollars as of July 1, 2015.

4.11.5 By no later than July 1, 2016, all Project Dollars shall have been expended to implement the SEP in accordance with this CAFO.

4.11.6. Program Administration Costs shall not exceed 11% of the Project Dollars. For purposes of the CAFO, "Program Administration Costs" shall include costs to publicize the program, update the website, make targeted mailings, accept and process applications, issue payment to contractors and vendors, issue reports, travel, and purchase supplies.

4.12. Respondent is responsible for the satisfactory completion of the SEP in accordance with the requirements of this CAFO. Respondent may use SCOEDD or contractors, consultants, or others in planning, advertising, and implementing the SEP.

4.13. Respondent's deadline to perform the SEP shall be excused or extended if such performance is prevented or delayed solely by events which constitute a Force Majeure event. A Force

Majeure event is defined as any event arising from causes beyond the reasonable control of Respondent, including its employees, agents, consultants, and contractors, which could not be overcome by due diligence and which delays or prevents performance of a SEP within the specified time period. A Force Majeure event does not include, inter alia, increased cost of performance, changed economic circumstances, changed labor relations, normal precipitation or climate events, changed circumstances arising out of the sale, lease, or other transfer or conveyance of title or ownership or possession of a site, or failure to obtain federal, state, or local permits.

4.14. Respondent also certifies that, as of the date of this Consent Agreement:

4.14.1 Respondent is not required to perform or develop the SEP by any federal, state, or local law or regulation.

4.14.2 Respondent is not required to perform or develop the SEP by another agreement, under a grant, or as injunctive relief in any other case. For purposes of this Subparagraph and this CAFO, the parties acknowledge that, as part of a coordinated settlement with ODEQ for the same violations alleged in Section III of this CAFO, the SEP is part of a Wood Stove Change-out and Fireplace Insert Campaign Project that is also being used as a supplemental environmental project with the ODEQ for which Respondent is spending at least \$192,000 in addition to the Project Dollars for the replacement of uncertified units and related activities in the Klamath Falls area in addition to those replacements and related activities funded by the Project Dollars.

4.14.3 Except as provided in Paragraph 4.14.2 with respect to the coordinated enforcement action by DEQ, Respondent has not received, and is not presently negotiating to receive, credit in any other enforcement action for the SEP.

4.14.4 The SEP is not a project that Respondent was planning or intending to construct, perform, or implement other than in settlement of the claims resolved in this Consent Agreement.

4.14.5 Respondent will not receive any reimbursement for any portion of the SEP from any other person or entity.

4.14.6 Respondent (1) is not a party to any open federal financial assistance transaction that is funding or could fund the same activity as the SEP described in Paragraph 4.10; and (2) it has inquired of SCOEDD whether it is a party to an open federal financial assistance transaction that is funding or could fund the same activity as the SEP and has been informed by SCOEDD that it is not a party to such a transaction.

4.15. For federal income tax purposes, Respondent agrees that it will neither capitalize in inventory or basis nor deduct any costs or expenditures incurred in performing the SEP.

4.16. Respondent shall submit a SEP Completion Report to EPA no later than August 1, 2016.

The SEP Completion Report shall contain the following information:

- (1) A description of the SEP as implemented and;
- (2) Certification that the SEP has been fully implemented pursuant to the provisions of this CAFO;
- (3) A description of any problems encountered and the solutions thereto; and
- (4) A description of the environmental and public health benefits resulting from implementation of the SEP, including a description of the number and type of removals, replacements, and installations funded by the SEP;
- (5) Itemized costs incurred in implementing the SEP, including the amount of Project Administration Costs as a percentage of the Project Dollars; and
- (6) A copy of the final report submitted by SCOEDD to Respondent.

4.17. Unless otherwise instructed in writing by EPA, Respondent shall submit all notices and reports required by this CAFO by first class mail, overnight mail, or hand delivery to:

U.S. Environmental Protection Agency
Region 10, Mail Stop OCE-127
1200 Sixth Avenue, Suite 900
Seattle, WA 98101
Attn: John Keenan

4.18. Respondent agrees that EPA may inspect Respondent's records related to the SEP at any reasonable time in order to confirm that the SEP is being undertaken in conformity with the representations made herein.

4.19. Respondent shall maintain legible copies of documentation of the underlying data for documents or reports submitted to EPA pursuant to this CAFO until the SEP Completion Report is accepted pursuant to Paragraph 4.21, and Respondent shall provide the documentation of any such underlying data to EPA within 15 days of a written request for such information.

4.20. All documents or reports including, without limitation, the SEP Completion Report, submitted to EPA pursuant to Paragraphs 4.10 through 4.27 of this CAFO, shall include the following certification by a responsible corporate officer for Respondent:

I certify under penalty of law that I have examined and am familiar with the information submitted in this document and all attachments and that, based on my inquiry of those individuals immediately responsible for obtaining the information, I believe that the information is true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fines and imprisonment.

4.21. Following receipt of the SEP Completion Report described in Paragraph 4.16, EPA will do one of the following: (i) accept the Report; (ii) reject the Report, notify Respondent, in writing, of deficiencies in the Report, and provide Respondent an additional 30 days in which to correct any deficiencies; or (iii) reject the Report and seek stipulated penalties in accordance with Paragraph 4.23.

4.22. If Respondent fails to satisfactorily complete the SEP as contemplated by this CAFO and this failure was not caused solely by events which constitute a *Force Majeure* as defined by Paragraph 4.13, then stipulated penalties shall be due and payable by Respondent to EPA upon demand in accordance with Paragraph 4.23. The determination of whether the SEP has been satisfactorily completed and whether Respondent has made a good faith, timely effort to implement the SEP is reserved to the sole discretion of EPA.

4.23. If Respondent fails to satisfactorily complete the SEP required by this CAFO, including submission of the SEP Completion Report, Respondent shall pay stipulated penalties, upon written demand from EPA, in the following amounts for each day that each SEP milestone identified in Paragraph 4.11 or 4.16 remains incomplete, provided, however, that the maximum amount of stipulated penalties owed under the CAFO shall not exceed \$277,000 less amounts that have been paid to SCOEDD under Paragraph 4.11.3 above:

Period of Noncompliance	Penalty Per Violation Per Day
1 st through 14 th day	\$100
15 th through 30 st day	\$250
Greater than 30 days	\$750

4.24. Respondent shall pay stipulated penalties within 15 days of receipt of a written demand by EPA for such penalties. Payment shall be in accordance with the provisions of Paragraphs 4.5 and 4.6. Interest and late charges shall be paid as stated in Paragraph 4.8.

4.25. EPA may, in the unreviewable exercise of its discretion, reduce or waive stipulated penalties otherwise due under this Consent Agreement.

4.26. Any public statement, oral or written, in print, film, or other media, made by Respondent or SCOEDD making reference to the SEP from the date of the execution of this Consent Agreement shall include the following language: "This project was undertaken in connection with the settlement of

an administrative enforcement action taken by the U.S. Environmental Protection Agency under the Clean Air Act.”

4.27. This Consent Agreement shall not relieve Respondent of its obligation to comply with all applicable provisions of federal, state or local law, nor shall it be construed to be a ruling on, or determination of, any issue related to any federal, state or local permit, nor shall it be construed to constitute EPA approval of the equipment or technology installed by Respondent in connection with the SEP undertaken pursuant to this Agreement.

Additional Provisions

4.28. The undersigned representative of Respondent certifies that he or she is authorized to enter into the terms and conditions of this CAFO and to bind Respondent to this document.

4.29. Respondent certifies that, as of the date of Respondent’s signature of this CAFO, Respondent has corrected the violation(s) alleged in Part III.

4.30. Except as described in Paragraph 4.8, each party shall bear its own costs and attorneys’ fees in bringing or defending this action.

4.31. Respondent expressly waives any right to contest the allegations contained in this CAFO and to appeal the Final Order set forth in Part V of this CAFO.

4.32. The provisions of this CAFO shall bind Respondent and its agents, servants, employees, successors, and assigns.

4.33. The above provisions are STIPULATED AND AGREED upon by Respondent and EPA Region 10.

DATED:

8-13-2014

FOR RESPONDENT:



JELD-WEN, INC.
By: David G. Stork
Its: Senior Vice President

DATED:

8/14/2014

FOR COMPLAINANT:



EDWARD J. KOWALSKI, Director
Office of Compliance and Enforcement
EPA Region 10

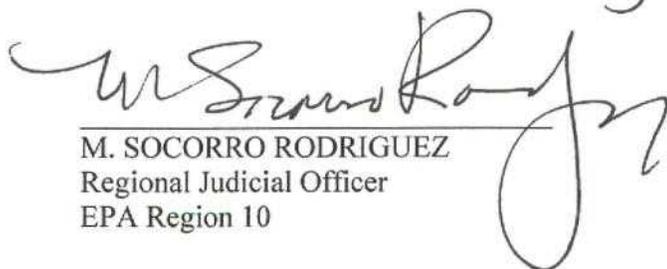
V. FINAL ORDER

5.1. The terms of the foregoing Parts I-IV are ratified and incorporated by reference into this Final Order. Respondent is ordered to comply with the terms of settlement.

5.2. This CAFO constitutes a settlement by EPA of all claims for civil penalties under the CAA for the violations alleged in Part III. In accordance with 40 C.F.R. § 22.31(a), nothing in this CAFO shall affect the right of EPA or the United States to pursue appropriate injunctive or other equitable relief or criminal sanctions for any violations of law. This CAFO does not waive, extinguish, or otherwise affect Respondent's obligations to comply with all applicable provisions of the CAA and regulations promulgated or permits issued thereunder.

5.3. This Final Order shall become effective upon filing.

SO ORDERED this 25th day of August, 2014.


M. SOCORRO RODRIGUEZ
Regional Judicial Officer
EPA Region 10

Certificate of Service

The undersigned certifies that the original of the attached **CONSENT AGREEMENT AND FINAL ORDER, In the Matter of: JELD-WEN, Inc., Docket No.: CAA-10-2014-0124**, was filed with the Regional Hearing Clerk and served on the addressees in the following manner on the date specified below:

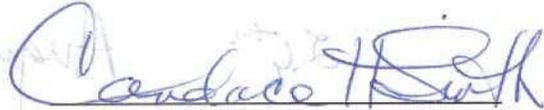
The undersigned certifies that a true and correct copy of the document was delivered to:

Julie Vergeront
U.S. Environmental Protection Agency
Region 10, Mail Stop ORC-158
1200 Sixth Avenue, Suite 900
Seattle, Washington 98101

Further, the undersigned certifies that a true and correct copy of the aforementioned document was placed in the United States mail certified/return receipt to:

J. Mark Morford
Stoel Rives LLP
900 SW Fifth Ave., Suite 2600
Portland, OR 97204

DATED this 27th day of Aug, 2014.


CANDACE H. SMITH
Regional Hearing Clerk
EPA Region 10