COMMONWEALTH of VIRGINIA

DEPARTMENT OF ENVIRONMENTAL QUALITY
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Molly Joseph Ward
Secretary of Natural Resources

David K. Paylor
Director

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STATE WATER CONTROL BOARD
ENFORCEMENT ACTION - ORDER BY CONSENT
ISSUED TO
HONEYWELL RESINS & CHEMICALS LLC
FOR
HONEYWELL RESINS & CHEMICALS LLC, HOPEWELL SITE
VPDES Permit No. VA0005291

SECTION A: Purpose

This is a Consent Order issued under the authority of Va. Code § 62.1-44.15, between the State Water Control Board and Honeywell Resins & Chemicals LLC, regarding the Honeywell Resins & chemicals LLC, Hopewell Site, for the purpose of resolving certain violations of the State Water Control Law, the Permit and the Regulation.

SECTION B: Definitions

Unless the context clearly indicates otherwise, the following words and terms have the meaning assigned to them below:

1. "305(b) report" means the report required by Section 305(b) of the Clean Water Act (33 United States Code § 1315(b)), and Va. Code § 62.1-44.19:5 for providing Congress and the public an accurate and comprehensive assessment of the quality of State surface waters.

2. "Board" means the State Water Control Board, a permanent citizens' board of the Commonwealth of Virginia, as described in Va. Code §§ 10.1-1184 and 62.1-44.7.

3. "Department" or "DEQ" means the Department of Environmental Quality, an agency of the Commonwealth of Virginia, as described in Va. Code § 10.1-1183.

4. "Director" means the Director of the Department of Environmental Quality, as described in Va. Code § 10.1-1185.

5. "Discharge" means discharge of a pollutant. 9 VAC 25-31-10

6. "Discharge of a pollutant" when used with reference to the requirements of the VPDES permit program means:

   (a) Any addition of any pollutant or combination of pollutants to surface waters from any point source; or

   (b) Any addition of any pollutant or combination of pollutants to the waters of the contiguous zone or the ocean from any point source other than a vessel or other floating craft which is being used as a means of transportation.

7. "DMR" means Discharge Monitoring Report.

8. "Effluent" means wastewater – treated or untreated – that flows out of a treatment plant, sewer, or industrial outfall.

9. "Facility" or "Plant" means the Honeywell Resin & Chemical LLC, Hopewell Site located at 905 E. Randolph Road, Hopewell, Virginia, which treats and discharges treated industrial wastes as well as stormwater associated with industrial activities.

10. "Honeywell" means Honeywell Resins & Chemicals LLC, a limited liability company authorized to do business in Virginia and its members, affiliates, partners, and subsidiaries. Honeywell is a "person" within the meaning of Va. Code § 62.1-44.3.

11. "Industrial wastes" means liquid or other wastes resulting from any process of industry, manufacture, trade, or business or from the development of any natural resources. Va. Code § 62.1-44.3.

12. "Notice of Violation" or "NOV" means a type of Notice of Alleged Violation under Va. Code § 62.1-44.15.

13. "O&M" means operations and maintenance.

14. "Order" means this document, also known as a "Consent Order" or "Order by Consent," a type of Special Order under the State Water Control Law.

15. "Other wastes" means decayed wood, sawdust, shavings, bark, lime, garbage, refuse, ashes, offal, tar, oil, chemicals, and all other substances except industrial wastes and sewage which may cause pollution in any state waters. Va. Code § 62.1-44.3.

16. "Permit" means VPDES Permit No. VA0005291, which was issued under the State Water Control Law and the Regulation to Honeywell Resins & Chemicals LLC on September 30, 2008 and which was to expire on September 29, 2013 but which has been administratively continued.

17. "Pollutant" means dredged spoil, solid waste, incinerator residue, filter backwash, sewage, garbage, sewage sludge, munitions, chemical wastes, biological materials, radioactive materials (except those regulated under the Atomic Energy Act of 1954, as amended (42 USC § 2011 *et seq.*)), heat, wrecked or discarded equipment, rock, sand, cellar dirt and industrial, municipal, and agricultural waste discharged into water… 9 VAC 25-31-10.

18. "Pollution" means such alteration of the physical, chemical, or biological properties of any state waters as will or is likely to create a nuisance or render such waters (a) harmful or detrimental or injurious to the public health, safety, or welfare or to the health of animals, fish, or aquatic life; (b) unsuitable with reasonable treatment for use as present or possible future sources of public water supply; or (c) unsuitable for recreational, commercial, industrial, agricultural, or other reasonable uses, provided that (i) an alteration of the physical, chemical, or biological property of state waters or a discharge or deposit of sewage, industrial wastes or other wastes to state waters by any owner which by itself is not sufficient to cause pollution but which, in combination with such alteration of or discharge or deposit to state waters by other owners, is sufficient to cause pollution; (ii) the discharge of untreated sewage by any owner into state waters; and (iii) contributing to the contravention of standards of water quality duly established by the Board, are "pollution." Va. Code § 62.1-44.3.

19. "PRO" means the Piedmont Regional Office of DEQ, located in Glen Allen, Virginia.

20. "Regulation" means the VPDES Permit Regulation, 9 VAC 25-31-10 *et seq.*

21. "State Water Control Law" means Chapter 3.1 (§ 62.1-44.2 *et seq.*) of Title 62.1 of the Va. Code.

22. "State waters" means all water, on the surface and under the ground, wholly or partially within or bordering the Commonwealth or within its jurisdiction, including wetlands. Va. Code § 62.1-44.3.

23. "Va. Code" means the Code of Virginia (1950), as amended.

24. "VAC" means the Virginia Administrative Code.

25. "VPDES" means Virginia Pollutant Discharge Elimination System.

26. "Warning Letter" or "WL" means a type of Notice of Alleged Violation under Va. Code § 62.1-44.15.

SECTION C: Findings of Fact and Conclusions of Law

1. Honeywell owns and operates the Plant. The Permit allows Honeywell to discharge: 1) untreated process water, composed of contact and non-contact cooling water, treated wastewater from an oil water separator, and stormwater associated with industrial activity

from Outfall 001; 2) untreated process wastewater composed of non-contact cooling water and cooling tower blowdown, and stormwater associated with industrial activity from Outfall 002; and, 3) untreated process water, composed of non-contact cooling water, neutralization wastewater and cooling tower blowdown, and stormwater associated with industrial activity from Outfall 003, to Gravelly Run (Outfalls 001 and 002), and Poythress Run (Outfall 003), in strict compliance with the terms and conditions of the Permit. All of the pollutants identified below were properly disclosed to and considered by DEQ when calculating Permit limits.

2. Gravelly Run and Poythress Run are located in the James River Basin. Poythress Run is listed in DEQ's 305(b) report as impaired for polychlorinated byphenols (PCBs). The source of the impairment is unknown. Honeywell has voluntarily submitted monitoring data for PCBs which show mean tPCB (pg/L) of 264, 316 and 375 for Outfalls 001, 002 and 003 respectively. Honeywell is scheduled to receive a PCB wasteload allocation as part of the PCB Total Maximum Daily Load planning process.

3. On August 7, 2013, Honeywell reported to DEQ the discharge of two to three gallons of hydraulic fluid into the James River as a result of a ruptured hydraulic line. Honeywell took immediate steps to clean up the hydraulic fluid.

4. The DMR submitted for the September 2013, monitoring period listed a pH Frequency of Analysis of "29.6 days out of 30 days" versus a Permit required frequency of analysis of "continuous" at Outfall 002. Honeywell indicated a failure in the feed to the instrument caused 584 minutes of missed pH monitoring. Data from the continuous upstream pH probe did not indicate that pH excursions occurred during this period of time.

5. The DMR submitted for the October 2013, monitoring period listed a pH frequency of analysis of 30.7 days versus the 31 days required by the Permit at Outfall 002 and a pH frequency of analysis of 30.8 days versus the 31 days required by the Permit at Outfall 003. Honeywell did not note the reason on the DMR for the frequency of analysis violations but later indicated that the gap in continuous monitoring was caused by a power failure, that no unusual discharges were noted during this period, and Honeywell had no information to indicate that the discharge was out of range for pH.

6. In submitting its DMRs, as required by the Permit, Honeywell indicated that it failed to meet the minimum pH effluent limitation contained in Part I.A of the Permit, at Outfall 002, during the month of January 2014. Honeywell stated that due to elevated sump levels, a discharge of ammonium hydroxide from its Area 9 C-Train caused the low pH of 4.8 SU over two separate excursions, and that the investigation of the cause of the violation was ongoing. Based on this investigation Honeywell confirmed that the released material was hydroxylamine.

7. The DMR submitted for the January 2014, monitoring period listed a pH frequency of analysis of 743 hours versus the 744 hours required by the Permit at Outfall 001 and 002. Honeywell did not note the reason for the monitoring deficiency on the DMR but later

indicated that the pH probe failed and was replaced. Data from the continuous upstream pH probe did not indicate pH excursions occurred during this time.

8. On February 25, 2014, PRO issued NOV No. W2014-02-P-0001 to Honeywell for the violations listed above. Honeywell has provided written responses to each of the violations, explaining the causes(s), circumstances(s) and corrective action(s) undertaken and/or planned.

9. In submitting its DMRs, as required by the Permit, Honeywell indicated that it failed to meet its minimum pH contained in Part I.A of the Permit, at Outfall 001, during the month of February 2014. Honeywell indicated that a discharge from the Area 9 D-Train was the cause of the low pH (2.98 SU) and that the investigation of the cause of the discharge was ongoing. During an April 3, 2014, meeting Honeywell indicated that the released material was nitric acid.

10. The DMR submitted for the February 2014 monitoring period listed a pH frequency of analysis of 666 hours versus the 672 hours required by the Permit at Outfall 001 and a pH frequency of analysis of 667 hours versus the 672 hours required by the Permit at Outfall 002. Honeywell did not note the reason for the monitoring deficiency on the DMR but later indicated that the gap in continuous monitoring was caused by instrumentation personnel working on the piping for a new set-up for the pH probe at Outfall 001, and by a power failure at Outfall 002. Data from the continuous upstream pH probes did not indicate pH excursions occurred at Outfall 001 during this time. No unusual discharges were noted at Outfall 002 during this period and Honeywell had no information to indicate that the discharge was out of range for pH.

11. The DMR submitted for the February 2014 monitoring period improperly reported data for parameter 859 (Dissolved Oxygen ("DO") minimum concentration; February through May), parameter 861 (DO – monthly average minimum concentration; February through May), and parameter 863 (DO - weekly average minimum concentration; February through May) for Outfalls 001, 002, and 003.

12. The DMR submitted for the March 2014 monitoring period listed a Total Organic Carbon net (TOC) concentration maximum Permit effluent limit violation at Outfall 001. The concentration maximum Permit effluent limitation for TOC is 10 mg/l and the DMR indicated a TOC concentration maximum of 13.7 for the month. Honeywell identified the cause of the violation as a discharge of methyl ethyl ketoxime and methyl ethyl ketone (approximately 4143 lbs.) from two Area 11 contact barometric condensers. Honeywell conducted an incident investigation and confirmed that the incident was caused by a communication error during a unit shutdown between two operating areas. To prevent recurrence, Honeywell automated the unit valve so that it automatically closes upon shutdown of the equipment. Honeywell also updated its standard operating procedures to require enhanced communications related to unit shutdowns.

13. On May 15, 2014, PRO issued NOV No. W2014-05-P-0004 to Honeywell for the February and March 2014 violations listed above. Honeywell has provided written

responses to each of the violations, explaining the causes(s), circumstances(s) and corrective action(s) undertaken and/or planned.

14. The DMR submitted for the May 2014 monitoring period listed a TOC concentration maximum Permit effluent limit violation at Outfall 001. The concentration maximum Permit effluent limitation for TOC is 10 mg/l and the DMR indicated a TOC concentration maximum of 19.9 mg/l for the month. Based on its investigation of this exceedance, Honeywell believes that the high value was the result of a sampling error and asserts that all other relevant and available data indicate that the discharge should have been in compliance with Permit effluent limits. In addition the DMR listed a pH frequency of analysis of 670 hours versus the 744 hours required by the Permit at Outfall 002 due to a pH probe failure. Data from the continuous upstream pH probe did not indicate pH excursions occurred during this time.

15. The DMR submitted for the June 2014 monitoring period listed a pH frequency of analysis of 714 hours versus the 720 hours required by the Permit at Outfall 002 due to operator error. Data from the continuous upstream pH probe did not indicate pH excursions occurred during this time.

16. The DMR submitted for the July 2014 monitoring reported listed a pH frequency of analysis of 743 hours versus the 744 hours required by the Permit at Outfall 003. Honeywell did not explain the cause of the monitoring deficiency on the DMR but later indicated that the gap in continuous monitoring was caused by a power failure, that no unusual discharges were noted during this period, and Honeywell had no information to indicate that the discharge was out of range for pH.

17. On August 6, 2014 Honeywell reported the discharge of less than one gallon of automotive oil to the James River from the Facility's fire truck during a training exercise. Facility personnel were reported to have immediately applied absorbent boom and blankets to capture the gasoline on the pier and in the River.

18. On August 12, 2014 Honeywell reported the discharge of 5,200 pounds (later reported to be approximately 3,310 pounds) of methyl ethyl ketone (MEK) which occurred at Outfall 001 between 7:00 p.m. on August 10th through 4:00 p.m. on August 11th. Honeywell indicated that the immediate cause of the MEK discharge was a process upset with its Area 14 production unit and that investigation of the incident was ongoing.

19. The DMR submitted for the August 2014 monitoring period listed a pH frequency of analysis of 737 hours versus the 744 hours required by the Permit at Outfall 001 and a frequency of analysis of 677 hours versus the 744 hours required by the Permit at Outfall 002. Honeywell did not explain the cause of the monitoring deficiency on the DMR but later informed the Department that it was not able to determine the root cause of the probe failure. Data from the continuous upstream pH probe did not indicate pH excursions occurred during this time.

20. On September 16, 2014 PRO issued NOV No. W2014-09-P-0001 to Honeywell for the May pH frequency of analysis and TOC effluent limit violations, the June violation, the July violations and the August 6th and 12th violations noted above. Honeywell has provided written responses to each of the violations, explaining the causes(s), circumstances(s) and corrective action(s) undertaken and/or planned.

21. The DMR submitted for the September 2014 monitoring period indicated that continuous pH monitoring was not achieved for Outfalls 001 and 002, as required by the Permit due to probe failures.

22. On November 9, 2014 Honeywell reported a discharge of nitric and sulfuric acid (later corrected to 48 pounds of nitric acid only), via Outfall 001, from an Area 9E Train storage tank, which occurred the previous evening. Honeywell indicated that the immediate cause of the discharge was a failed pump and flange and that the incident remained under investigation.

23. On November 25, 2014 Honeywell reported a discharge of approximately 600 pounds of ammonium carbonate, via Outfall 001, on the previous afternoon. Honeywell indicated that the immediate cause of the discharge was a tank overflow within its Area 9 production unit and that the incident remained under investigation. Honeywell reported a fish kill resulting from the discharge. The Department, the Virginia Department of Game and Inland Fisheries and the U.S. Fish and Wildlife Service investigated the incident and determined that 2,646 fish and an American eel were killed as a result of the discharge.

24. On December 18, 2014 PRO issued NOV No. W2014-12-P-0003 to Honeywell for the September and November violations noted above. Honeywell has provided written responses to each of the violations, explaining the causes(s), circumstances(s) and corrective action(s) undertaken and/or planned.

25. On January 15, 2015 Honeywell reported a discharge of approximately 8 ounces of gasoline from a generator at its pier, which was washed into the James River. Facility personnel were reported to have immediately applied absorbent boom and blankets to capture the gasoline on the pier and in the River.

26. The DMR submitted for the February 2015 monitoring period listed a pH frequency of analysis of "other" versus "continuous" as required by the Permit at Outfall 001. The cause of the missing data was reported as an annual transmitter calibration. Data from the continuous upstream pH probe did not indicate pH excursions occurred during this time.

27. On March 4, 2015 Honeywell reported a discharge primarily consisting of caprolactam from a surface drain located between Areas 7 and 8 at the Facility. Honeywell indicated that the drain was labeled as a process sewer drain but that subsequent dye testing indicated the drain was connected to the clear water sewer that drains to Outfall 002. Honeywell also indicated that, as a result of the unpermitted discharge, the maximum

daily Permit effluent limit of 10 mg/l for TOC was exceeded on March 3rd for Outfall 002.

28. On March 11, 2015 Honeywell reported a discharge primarily consisting of cyclohexanone through internal Outfall 101 from its contact barometric system in Area 11. Honeywell indicated that as a result of this discharge it exceeded its maximum loading limitation for Carbonaceous Biochemical Oxygen Demand. The Permit effluent limitation is 4800 kg/d and Honeywell reported a value of 9021 kg/d.

29. Honeywell initiated immediate corrective action in response to each of the spills and releases identified above, and also implemented long-term capital replacement projects, including:

    a. replacement of its gantry system to reduce the likelihood of petroleum spills from its loading docks;
    b. the removal from service of 220 linear feet of clear water sewer pipe located in close proximity to its SU27 process sewer pipe as well as the removal from service of approximately 140 linear feet of clear water sewer pipe located in close proximity to SU9 process sewer pipe, both of which are portions of the clear water sewer serving Area 9 of the Facility;
    c inspection of accessible portions of process sewer serving Area 9D and 9E manufacturing trains at the Facility; and
    d. inspection and repair of the Area 9 nitric acid tank (#VT-847).

    The parties anticipate that any additional actions or requirements associated with pH monitoring requirements will be addressed as part of the pending renewal of the Permit. Further Honeywell has indicated that potential groundwater contamination issues at the site, which may have resulted from leaks or cross connections in the sewers serving Area 9 of the Facility, are being addressed through a separate EPA corrective action order and that reports on this activity are being made to the Department's hazardous waste program staff. Honeywell's plan and schedule for additional corrective and preventative actions are incorporated in Appendix A of the Order and address defects in sumps, trenches and sewers at the Facility which Honeywell has indicated would or could allow exfiltration of chemicals from the process sewer and subsequent infiltration of those chemicals either into the clear water sewer or into groundwater at the site. Honeywell has confirmed that the unpermitted discharges of gasoline, hydraulic fluid and automotive oil have been addressed through immediate clean-up of the materials.

30. Va. Code § 62.1-44.5 states that: "[E]xcept in compliance with a certificate issued by the Board, it shall be unlawful for any person to discharge into state waters sewage, industrial wastes, other wastes, or any noxious or deleterious substances."

31. Va. Code § 62.1-44.34:18 states that: "[T]he discharge of oil into or upon state waters, lands, or storm drain systems within the Commonwealth is prohibited".

32. The Regulation, at 9 VAC 25-31-50, also states that except in compliance with a VPDES permit, or another permit issued by the Board, it is unlawful to discharge into state waters sewage, industrial wastes or other wastes or any noxious or deleterious substances.

33. The Water Quality Standards, at 9 VAC 25-260-20, state that: "[S]tate waters, including wetlands, shall be free from substances attributable to sewage, industrial waste, or other waste in concentrations, amounts, or combinations which contravene established standards or interfere directly or indirectly with designated uses of such water or which are inimical or harmful to human, animal, plant, or aquatic life.

34. The Permit, at Part II.F, states that, except in compliance with the Permit it is unlawful to discharge into state waters sewage, industrial wastes, other wastes, or any noxious or deleterious substances.

35. Va. Code § 62.1-44.15(5a) states that a VPDES permit is a "certificate" under the statute.

36. The Department has issued no permits or certificates to Honeywell other than VPDES Permit No. VA0005291 which limits discharges from the Facility as described above and coverage under the General Permit for Total Nitrogen and Total Phosphorus Discharges in the Chesapeake Bay Watershed which allows the discharges described in Paragraph 1 above provided that certain Total Nitrogen and Total Phosphorus effluent limitations are met.

37. Gravelly Run and Poythress Run are surface waters located wholly within the Commonwealth and are "state water" under State Water Control Law.

38. Based on information reported on DMRs, other documentation submitted by Honeywell, Departmental site inspections and file reviews and meetings held with Honeywell representatives, the Board concludes that Honeywell has violated the Permit, Va. Code §§ 62.1-44.5 and 62.1-44.34:18 and 9 VAC 25-31-50 and 9 VAC 25-260-20, by discharging untreated industrial process wastes, stormwater contaminated with industrial materials, methyl ethyl ketone, methyl ethyl ketomine, ammonium carbonate, nitric acid, hydroxylamine, hydraulic fluid, gasoline and automotive oil from the Plant while concurrently failing to comply with the conditions of the Permit, as described in Section C above.

39. In order for Honeywell to complete its return to compliance, DEQ staff and representatives of Honeywell have agreed to the Schedule of Compliance, which is incorporated as Appendix A of this Order.

SECTION D: Agreement and Order

Accordingly, by virtue of the authority granted it in Va. Code §§ 62.1-44.15, the Board orders Honeywell, and Honeywell agrees to:

1. Perform the actions described in Appendix A of this Order; and

2. Pay a civil charge of $300,000 within 30 days of the effective date of the Order in settlement of the violations cited in this Order.

Payment shall be made by check, certified check, money order or cashier's check payable to the "Treasurer of Virginia," and delivered to:

Receipts Control
Department of Environmental Quality
Post Office Box 1104
Richmond, Virginia 23218

Honeywell shall include its Federal Employer Identification Number (FEIN) with the civil charge payment and shall indicate that the payment is being made in accordance with the requirements of this Order for deposit into the Virginia Environmental Emergency Response Fund (VEERF). If the Department has to refer collection of moneys due under this Order to the Department of Law, Honeywell shall be liable for attorneys' fees of 30% of the amount outstanding.

SECTION E: Administrative Provisions

1. The Board may modify, rewrite, or amend this Order with the consent of Honeywell for good cause shown by Honeywell, or on its own motion pursuant to the Administrative Process Act, Va. Code § 2.2-4000 *et seq.*, after notice and opportunity to be heard.

2. This Order addresses and resolves only those violations specifically identified in Section C of this Order. This Order shall not preclude the Board or the Director from taking any action authorized by law, including but not limited to: (1) taking any action authorized by law regarding any additional, subsequent, or subsequently discovered violations; (2) seeking subsequent remediation of the facility; or (3) taking subsequent action to enforce the Order.

3. For purposes of this Order and subsequent actions with respect to this Order only, Honeywell admits the jurisdictional allegations, and agrees not to contest but neither admits nor denies, the findings of fact, and conclusions of law contained herein.

4. Honeywell consents to venue in the Circuit Court of the City of Richmond for any civil action taken to enforce the terms of this Order.

5. Honeywell declares it has received fair and due process under the Administrative Process Act and the State Water Control Law and it waives the right to any hearing or other administrative proceeding authorized or required by law or regulation, and to any judicial review of any issue of fact or law contained herein. Nothing herein shall be construed as a waiver of the right to any administrative proceeding for, or to judicial review of, any action taken by the Board to modify, rewrite, amend, or enforce this Order.

6. Failure by Honeywell to comply with any of the terms of this Order shall constitute a violation of an order of the Board. Nothing herein shall waive the initiation of appropriate enforcement actions or the issuance of additional orders as appropriate by the Board or the Director as a result of such violations. Nothing herein shall affect appropriate enforcement actions by any other federal, state, or local regulatory authority.

7. If any provision of this Order is found to be unenforceable for any reason, the remainder of the Order shall remain in full force and effect.

8. Honeywell shall be responsible for failure to comply with any of the terms and conditions of this Order unless compliance is made impossible by earthquake, flood, other acts of God, war, strike, or such other unforeseeable circumstances beyond its control and not due to a lack of good faith or diligence on its part. Honeywell shall demonstrate that such circumstances were beyond its control and not due to a lack of good faith or diligence on its part. Honeywell shall notify the DEQ Regional Director verbally within 24 hours and in writing within three business days when circumstances are anticipated to occur, are occurring, or have occurred that may delay compliance or cause noncompliance with any requirement of the Order. Such notice shall set forth:

   a. the reasons for the delay or noncompliance;

   b. the projected duration of any such delay or noncompliance;

   c. the measures taken and to be taken to prevent or minimize such delay or noncompliance; and

   d. the timetable by which such measures will be implemented and the date full compliance will be achieved.

   Failure to so notify the Regional Director verbally within 24 hours and in writing within three business days, of learning of any condition above, which the parties intend to assert will result in the impossibility of compliance, shall constitute a waiver of any claim to inability to comply with a requirement of this Order.

9. This Order is binding on the parties hereto and any successors in interest, designees and assigns, jointly and severally.

10. This Order shall become effective upon execution by both the Director or his designee and Honeywell. Nevertheless, Honeywell agrees to be bound by any compliance date which precedes the effective date of this Order.

11. This Order shall continue in effect until:

    a. The Director or his designee terminates the Order after Honeywell has completed all of the requirements of the Order;

    b. Honeywell petitions the Director or his designee to terminate the Order after it has completed all of the requirements of the Order and the Director or his designee approves the termination of the Order; or

    c. the Director or Board terminates the Order in his or its sole discretion upon 30 days' written notice to Honeywell.

    Termination of this Order, or any obligation imposed in this Order, shall not operate to relieve Honeywell from its obligation to comply with any statute, regulation, permit condition, other order, certificate, certification, standard, or requirement otherwise applicable.

12. Any plans, reports, schedules or specifications attached hereto or submitted by Honeywell and approved by the Department pursuant to this Order are incorporated into this Order. Any non-compliance with such approved documents shall be considered a violation of this Order.

13. The undersigned representative of Honeywell certifies that he or she is a responsible official or officer authorized to enter into the terms and conditions of this Order and to execute and legally bind Honeywell to this document. Any documents to be submitted pursuant to this Order shall also be submitted by a responsible official of Honeywell.

14. This Order constitutes the entire agreement and understanding of the parties concerning settlement of the violations identified in Section C of this Order, and there are no representations, warranties, covenants, terms or conditions agreed upon between the parties other than those expressed in this Order.

15. By its signature below, Honeywell voluntarily agrees to the issuance of this Order.

And it is so ORDERED this _____ day of _____, 2015.

_____
Jefferson Reynolds
Enforcement Division Director
Department of Environmental Quality

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Honeywell voluntarily agrees to the issuance of this Order.

Date: 8/3/2015 By: Eric N. Kane, President
(Person) (Title)

Commonwealth of ~~Virginia~~ New Jersey
City/County of Morris

The foregoing document was signed and acknowledged before me this 3rd day of August, 2015, by Eric N. Kane who is President of Honeywell, on behalf of the limited liability company.

Jennifer M. Mapes
Notary Public

Registration No.

JENNIFER M MAPES
ID # 2160204
NOTARY PUBLIC
STATE OF NEW JERSEY
My Commission Expires June 19, 2019

My commission expires:

Notary seal:

APPENDIX A
SCHEDULE OF COMPLIANCE

1. **Corrective Action – Process Sewers**

a. Honeywell has submitted to the Department, by letter dated July 15, 2015, a report on the findings of its inspection of select portions of the process sewer within Area 9 of the Facility, together with Honeywell's proposal for replacement or repair of the sewer based on those findings, a schedule for implementation of such repair or replacement activities including the submission of quarterly reports documenting progress made in completion of the replacements or repairs, and a description of the proposed method by which Honeywell will demonstrate the sufficiency of the corrective action to address unpermitted discharges from the sewer. Honeywell shall follow the schedule contained in its report for: 1) completing a final preliminary scope of work on or before November 30, 2015, and thereafter complying with the implementation schedule set forth in that final preliminary scope of work; 2) quarterly reporting to document progress made in completion of the replacements or repairs; and, 3) demonstration of the sufficiency of its corrective action to address unpermitted discharges from the process sewer. *The scope of work referenced in Item 1 shall be subject to the review and approval of DEQ.*

b. Within 30 days of completion of the corrective action outlined in subparagraph (a) above, Honeywell shall submit to DEQ, for review and approval, a plan and schedule to inspect all remaining accessible process sewer piping serving Area 9, which has not been internally inspected on or after September 1, 2014. (For purposes of this Appendix A, such inspection requirements may be satisfied by video camera, visual inspection, dye testing or other methods as reasonable and appropriate.) Said plan shall additionally include the submission of a report on the findings of the inspection, together with a summary of the findings of any other inspections performed within that period, Honeywell's proposal for replacement or repair of the sewer based on those findings, a schedule for implementation of such repair or replacement activities and a description of the proposed method by which Honeywell will demonstrate the sufficiency of the corrective action to eliminate unpermitted discharges from the sewer (e.g. dye testing to demonstrate elimination of cross connections and sewer defects allowing exfiltration).

c. Honeywell asserts that it has a strategic plan to inspect and repair, as necessary, all portions of its process and clear water sewers. Honeywell has further indicated that, because its Area 9 sewers carry the bulk of caustic materials at the Facility, these sewers are its highest priority to inspect and repair. Additionally Honeywell has indicated that it is confident that its inspection and repair program is sufficiently robust to ensure that deficiencies in its sewer systems are addressed in good time and prior to those deficiencies becoming the cause of leaks or spills of process chemicals to state waters. The foregoing being the case, the parties agree that should Honeywell experience, within one year of the effective date of this order, leaks or spills of process chemicals as a result of defects in portions of its sewers systems, that it shall, upon request of the Department, timely submit a

plan and schedule to inspect and repair those portions of the sewers which serve the Facility area(s) from which the process chemicals originated.

2. **Corrective Action – Area 9 Process Sumps**

a. Honeywell has submitted to DEQ, by letter dated July 15, 2015 a report on the findings of its inspection of all Area 9 process sumps together with Honeywell's proposal for replacement or repair of the sumps based on those findings, a schedule for implementation of such repair or replacement activities, and a description of the proposed method by which Honeywell will demonstrate the sufficiency of the corrective action to address exfiltration, leaks or unpermitted discharges of process chemicals or other contaminants from the sumps. Honeywell shall follow the schedule contained in its report for: 1) repair of two of its Area 9D/E Train sumps, as described in its July 15th correspondence; 2) quarterly reporting to document progress made in completion of the replacements or repairs; and, 3) demonstration of the sufficiency of its corrective action to address unpermitted discharges from the sumps. Honeywell will include, as part of its final report on corrective actions a schematic providing specific identifying information (e.g. the location and unit number) for the repaired sumps.

b. Honeywell asserts that it has a strategic plan to perform inspections, risk ranking and corrective action or repair of all Facility sumps, drains and secondary containment areas serving or protecting its clear water sewer. Additionally Honeywell has indicated that it is confident that its inspection, ranking and repair program is sufficiently robust to ensure that any cross connections or other deficiencies in these units are addressed in good time and prior to those defects becoming the cause of leaks or spills of process chemicals to state waters. The foregoing being the case, the parties agree that should Honeywell experience, within one year of the effective date of this order, leaks or spills of process chemicals as a result of defects in those sumps, drains or secondary containment areas, that it shall, upon request of the Department, timely submit a plan and schedule to inspect and repair or correct those units which serve the Facility area(s) from which the process chemicals originated.

3. **Electronic DMR Reporting**

No later than August 1, 2015, Honeywell shall complete enrollment in the Department's e-DMR program for electronic reporting of Facility discharge monitoring data.

4. **Costs of Corrective Action**

No later than September 1, 2015, Honeywell shall submit to DEQ, for its files, the costs of all completed corrective actions and the estimated costs of all proposed corrective actions anticipated or described above.

5. **DEQ Contact**

Unless otherwise specified in this Order, Honeywell shall submit all requirements of Appendix A of this Order to:

David Robinett
Enforcement Program Manager
DEQ Piedmont Regional 4949-A Cox Road
Glen Allen, VA 23060