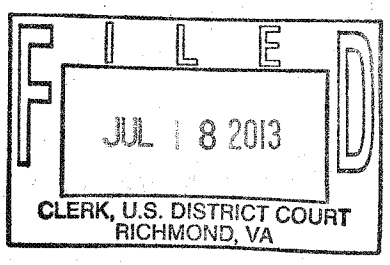


IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF VIRGINIA
(RICHMOND DIVISION)

UNITED STATES OF AMERICA and COMMONWEALTH OF VIRGINIA Plaintiffs v. HONEYWELL RESINS & CHEMICALS LLC Defendant	CIVIL ACTION NO. 3:13CV193

CONSENT DECREE

RECEIVED
2013 MAR 28 P 12: 23
CLERK US DISTRICT COURT
RICHMOND, VIRGINIA

TABLE OF CONTENTS

I. JURISDICTION AND VENUE ..... -3-

II. APPLICABILITY ..... -3-

III. DEFINITIONS ..... -5-

IV. CIVIL PENALTY ..... -9-

V. AREA 9 NOx EMISSION REDUCTIONS, CONTROL AND TESTING ..... -10-

VI. AREA 9 CEMS INSTALLATION AND OPERATION ..... -13-

VII. AREA 9 PARTICULATE MATTER AND OPACITY TESTING AND MONITORING ..... -14-

VIII. ENHANCED LDAR ..... -16-

IX. BENZENE WASTE NESHAP AUDIT ..... -16-

X. MISCELLANEOUS OPERATION AND MAINTENANCE MEASURES ..... -19-

XI. PERMITS ..... -20-

XII. PROHIBITION OF NETTING CREDITS OR OFFSETS FROM REQUIRED CONTROLS ..... -21-

XIII. ENVIRONMENTAL MITIGATION ..... -23-

XIV. APPROVAL OF DELIVERABLES ..... -23-

XV. REPORTING REQUIREMENTS - CONSENT DECREE ..... -25-

XVI. STIPULATED PENALTIES ..... -28-

XVII. FORCE MAJEURE ..... -34-

XVIII. DISPUTE RESOLUTION ..... -37-

XIX. INFORMATION COLLECTION AND RETENTION ..... -39-

XX. EFFECT OF SETTLEMENT/RESERVATION OF RIGHTS ..... -41-

XXI. COSTS ..... -44-

XXII. NOTICES ..... -44-

XXIII. EFFECTIVE DATE ..... -46-

XXIV. RETENTION OF JURISDICTION ..... -46-

XXV. MODIFICATION ..... -47-

XXVI. TERMINATION ..... -47-

XXVII. PUBLIC PARTICIPATION ..... -48-

XXVIII. SIGNATORIES/SERVICE ..... -49-

XXIX. INTEGRATION ..... -49-

XXX. FINAL JUDGMENT ..... -49-

XXXI. APPENDICES ..... -50-

WHEREAS, Plaintiff United States of America, on behalf of the United States Environmental Protection Agency ("EPA"), and Plaintiff, the Commonwealth of Virginia ("Virginia") on behalf of the Virginia Department of Environmental Quality ("VADEQ") have filed concurrently a Complaint with this Consent Decree alleging that Defendant Honeywell Resins & Chemicals LLC ("Defendant" or "Honeywell") violated provisions of the Clean Air Act (the "CAA" or the "Act", 42 U.S. C. §7401 et seq.) at Honeywell's manufacturing facility located at 905 East Randolph Road, Hopewell, Virginia 23860 (the "Facility"); and

WHEREAS, the Complaint alleges that Defendant Honeywell violated the CAA, the Virginia regulations which are a portion of the Virginia State Implementation Plan (the "Virginia SIP") found at 40 CFR Part 52, Subpart VV, Section 52.2420(c), certain requirements of Honeywell's Title V operating permit, 40 CFR Part 61, Subpart FF, the National Emission Standards for Benzene Waste Operations ("Benzene Waste NESHAP" or "Subpart FF"), 40 CFR Part 63, Subpart H, the National Emission Standard for Organic Hazardous Air Pollutants from Equipment Leaks ("HON" or "Subpart H"), 40 CFR Part 60, Subpart VV, the Standards of Performance for Equipment Leaks of VOC in the Synthetic Organic Chemicals Manufacturing Industry for which Construction, Reconstruction, or Modification Commenced After January 5, 1981, and on or before November 7, 2006 ("NSPS VV"), the 3/26/1997 Reasonably Available Control Technology ("RACT") Agreement and 9 VAC 5-80-110 of Virginia State Regulations and various permits by failing to meet certain emission limits and operating parameters, and by failing to comply with certain requirements for testing, monitoring, recordkeeping and reporting; and

WHEREAS, on March 11, 2009 and August 21, 2009, EPA issued to Honeywell Notices of Violation ("NOV") alleging a failure to comply with certain requirements of the CAA, the VA SIP, the Benzene Waste NESHAP, the HON, NSPS VV, the 1997 RACT Agreement, and various requirements of the Virginia Title V Operating Permit, Permit No. PRO50232, issued January 1, 2007 (the "Title V Permit"), and the Virginia Stationary Source Phased Construction Permit, New Source Performance Standard Permit and a Permit to Construct, Reconstruct, Modify and Operate (collectively "the Phased Construction Permit"), issued April 7, 2004; and

WHEREAS, Defendant does not admit any liability to the United States or Virginia arising out of the transactions or occurrences alleged in the Complaint; and

WHEREAS, the Parties recognize, and the Court by entering this Consent Decree finds, that this Consent Decree has been negotiated by the Parties in good faith and will avoid litigation among the Parties and that this Consent Decree is fair, reasonable, and in the public interest; and

WHEREAS, the Parties acknowledge that the two (2) towers in "Area 9" (as that term is defined in Section III below) of the Facility at "D Train" are not addressed under this Consent Decree, but are, nonetheless, subject to a minor new source review permit issued to Honeywell by the Virginia Department of Environmental Quality on January 23, 1998, in connection with the installation of a NO Oxidizer Time Tank on TW-22, and a packed bed scrubber (a/k/a NO Reactor) on TW-23, to reduce nitrogen oxide ("NOx") emissions from the two towers in D Train in Area 9 of the Facility, and that this "NOx Abatement Technology" (as that term is defined in Section III below) constituted best available control technology ("BACT") for the two towers at D Train at the time of installation in connection with the January 23, 1998 permit.

NOW, THEREFORE, before the taking of any testimony, without the adjudication or admission of any issue of fact or law except as provided in Section I, and with the consent of the Parties, IT IS HEREBY ADJUDGED, ORDERED, AND DECREED as follows:

I. JURISDICTION AND VENUE

1. This Court has jurisdiction over the subject matter of this action, pursuant to 28 U.S.C. §§ 1331, 1345, and 1355, and Section 113(b) of the Clean Air Act, 42 U.S.C. § 7413(b), and over the Parties. Venue lies in this District pursuant to 113(b) of the Clean Air Act, 42 U.S.C. § 7413(b), and 28 U.S.C. §§ 1391(b) and (c), and § 1395(a), because the violations alleged in the Complaint are alleged to have occurred in, and Defendant conducts business in, this judicial District. For purposes of this Decree, or any action to enforce this Decree, Defendant consents to the Court's jurisdiction over this Decree, and any such action, and over Defendant and consents to venue in this judicial District.

2. For purposes of this Consent Decree, Defendant agrees that the Complaint states claims upon which relief may be granted pursuant to Section 113(b) of the Clean Air Act, 42 U.S.C. § 7413(b).

II. APPLICABILITY

3. The obligations of this Consent Decree apply to and are binding upon the United States and Virginia, and upon Defendant and any successors, assigns, or other entities or persons otherwise bound by law.

4. Transfer of Ownership or Operation.

a. No transfer of ownership or operation of the Facility, whether in compliance with the procedures of this Paragraph or otherwise, shall relieve Honeywell of its obligation to

ensure that the terms of this Decree are implemented, unless consented to in writing by the United States and Virginia. Honeywell shall condition any such sale or transfer on agreement by such transferee and/or successor-in-interest to assume the obligations under this Consent Decree and to submit to the jurisdiction of this Court.

b. At least thirty (30) Days prior to the transfer of ownership or operation of the Facility, Honeywell shall provide a copy of this Consent Decree to the proposed transferee and shall simultaneously provide written notice of the prospective transfer, together with: 1) a description of the proposed transfer agreement, 2) the portions of the agreement relevant to the implementation of the requirements of this Consent Decree, and 3) a statement describing the measures taken by Honeywell to obtain the transferee's agreement to assume the obligations of this Consent Decree, to EPA Region III, the United States Attorney for the Eastern District of Virginia, Virginia, and the United States Department of Justice, in accordance with Section XXII of this Decree (Notices).

5. Honeywell shall provide a copy of this Consent Decree to all officers, employees, and agents whose duties might reasonably include compliance with any provision of this Decree, as well as to any contractor retained to perform work required under this Consent Decree. Honeywell shall condition any such contract on performance of the work in conformity with the terms of this Consent Decree.

6. In any action to enforce this Consent Decree, Honeywell shall not raise as a defense the failure by any of its officers, directors, employees, agents, or contractors to take any actions necessary to comply with the provisions of this Consent Decree.

III. DEFINITIONS

7. Terms used in this Consent Decree that are defined in the Act or in regulations promulgated pursuant to the Act, including the Virginia State Implementation Plan approved by EPA, shall have the meanings assigned to them in the Act or such regulations, unless otherwise provided in this Decree. Whenever the terms set forth below are used in this Consent Decree, the following definitions shall apply:

a. "Agencies" shall mean the United States Environmental Protection Agency and the Virginia Department of Environmental Quality.

b. "Area 9" shall mean the section of the Honeywell, Hopewell, VA facility that produces hydroxylamine sulfate for use in the Area 8, Area 14 and Performance Chemicals sections of the Facility. Area 9 has 5 Trains of process equipment that produce the chemical, hydroxylamine disulfonate, which is hydrolyzed into hydroxylamine sulfate at the end of the Area 9 process. These Trains are referred to as "A", "B", "C", "D" and "E". Each Train contains an ammonium nitrite tower and a hydroxylamine disulfonate tower.

c. "Complaint" shall mean the Complaint filed by the United States and the Commonwealth of Virginia in this action.

d. "Continuous Emission Monitoring System" or "CEMS" shall mean the entire system of equipment used to sample, analyze, and provide a permanent record of emissions from a process unit or control device on a continuous basis. This system of equipment shall be installed, operated, and maintained in accordance with 40 C.F.R. Part 60.

e. "Continuous Monitoring System" or "CMS" shall mean the entire system of equipment used to sample, analyze, and provide a permanent record of operating parameter values from a process unit or control device on a continuous basis.

f. "Consent Decree" or "Decree" shall mean this Decree and all appendices attached hereto (listed in Section XXXI).

g. "Day" shall mean a calendar day unless expressly stated to be a business day. "Business day" shall mean any day the Facility is in operation except for Saturday, Sunday or a federal holiday. In computing any period of time under this Consent Decree, where the last day would fall on a Saturday, Sunday, or federal holiday, the period shall run until the close of business of the next business day.

h. "Defendant" shall mean Honeywell Resins & Chemicals LLC.

i. "Electronic Monitoring, Compliance Assurance, and Management System" ("EMCAMS") shall mean the system used to determine NOx emissions on A, B and C Trains in Area 9 by correlation with operating parameters (e.g., temperature, pressure, ammonia and sulfur flow rate, nitrite residual) using a mathematical model developed by Honeywell.

j. "EPA" shall mean the United States Environmental Protection Agency and any of its successor departments or agencies.

k. "Effective Date" shall mean the date upon which this Consent Decree is entered by the Court or a motion to enter the Consent Decree is granted, whichever occurs first, as recorded on the Court's docket.

l. "Facility" shall mean the chemical manufacturing facility located at 905 East Randolph Road, Hopewell, Virginia, 23860 currently owned and operated by Honeywell.

m. "Long term" shall mean a rolling 12 month period, which is a period of 12 consecutive months determined on a rolling basis with a new 12 month period beginning the first day of each calendar month.

n. "Low Temperature Selective Catalytic Reduction" ("SCR") shall mean the control technology to be installed to reduce nitrogen oxide ("NOx") emissions from A, B, C and E Trains in Area 9. Any mist eliminators installed on these trains are not control technology for NOx emissions.

o. "Malfunction" shall mean any sudden, infrequent, and not reasonably preventable failure of air pollution control and monitoring equipment, process equipment, or a process to operate in a normal or usual manner. Failures that are caused in part by poor maintenance or careless operation are not Malfunctions.

p. "Month" or "Months" shall mean a calendar month or months.

q. "NOx Abatement Technology" shall mean the existing Nitrogen Oxide Oxidizer Time Tank on TW-22 and the existing packed bed scrubber on TW-23 installed in the mid-1990s to reduce NOx emissions from the towers in D Train in Area 9.

r. "Paragraph" shall mean a portion of this Decree identified by an arabic numeral.

s. "Parties" shall mean the Plaintiffs, the United States of America and the Commonwealth of Virginia, and Defendant.

t. "RACT Agreement" shall mean the 1997 Reasonably Achievable Control Technology Agreement between Virginia and Defendant.

u. "Short-term" shall mean a rolling three-hour hourly average emission rate determined on a rolling basis with a new three hour period beginning in the first minute of each hour.

v. "Section" shall mean a portion of this Decree identified by a roman numeral.

w. "Startup" shall mean, with respect to any nitrite tower in A, B, C, D or E Trains in Area 9, the period of time beginning when the feed of ammonia to the ammonia oxidation system commences and with respect to any disulfonate tower in A, B, C, D or E Trains in Area 9, the period of time when the feed of sulfur to the sulfur burning system commences and, in either case, lasting for no more than 12 consecutive hours during which the tower has an elevated rate of NOx emissions.

x. "Total Annual Benzene" ("TAB") quantity shall have the definition in 40 CFR 61.342.

y. "Tower" shall mean either an ammonium nitrite tower or a hydroxylamine disulfonate tower. Each Train in Area 9 contains one nitrite tower and one disulfonate tower. These towers are vertical vessels containing one or more beds of packing. The purpose of the tower is to allow contact and reaction of a gaseous component with a recirculating liquid in a continuous process to produce the desired product. Each tower has a gaseous vent stream that contains NOx.

z. "United States" shall mean the United States of America, acting on behalf of EPA.

aa. "VADEQ" shall mean the Virginia Department of Environmental Quality and any of its successor departments or agencies.

bb. "Year" or "Years" shall mean a calendar year or years.

IV. CIVIL PENALTY

8. Within thirty (30) Days after the Effective Date of this Consent Decree, Defendant shall pay the sum of $1.5 million dollars cash to the United States as a civil penalty, together with interest accruing from the Effective Date, at the rate specified in 28 U.S.C. § 1961 as of the Effective Date.

9. Within thirty (30) Days after the Effective Date of this Consent Decree, Defendant shall pay the sum of $1.5 million dollars cash to Virginia as a civil penalty. Civil penalty payments due to the Commonwealth shall be made by check, certifiable check, money order or cashier's check payable to the Treasurer of Virginia and forwarded to the Department of Environmental Quality, Receipts Control Office, P.O. Box 1105, Richmond, VA 23218.

10. Defendant shall pay the civil penalties due to the United States by electronic funds transfer ("EFT") to the U.S. Department of Justice in accordance with written instructions to be provided to Defendant by the Financial Litigation Unit of the U.S. Attorney's Office for the Eastern District of Virginia, 101 West Main Street, Suite 8000, Norfolk, VA 23510. Such instruction may be obtained by contacting Ms. Ginger Swartworth at (757)441-6331 and/or ginger.swartworth@usdoj.gov. Before making the wire transfer, Defendant shall provide the following: name of issuing bank from which the wire transfer is being made, contact person at the issuing bank, and the telephone number of the contact person at the issuing bank. At the time of its payment, Defendant shall send a copy of the EFT authorization form and the EFT transaction record, together with a transmittal letter, which shall state that the payment is for the civil penalty owed pursuant to the Consent Decree in *United States of America and Commonwealth of Virginia*

v. Honeywell Resins & Chemicals LLC, and shall reference the assigned civil action number 3:13cv193 and DOJ case number **90-5-2-1-09611**, to the United States in accordance with Section XXII of this Decree (Notices), below; by email to acctsreceivable.CINWD@epa.gov; and by mail to:

EPA Cincinnati Finance Office
26 Martin Luther King Drive
Cincinnati, Ohio 45268

Joan Dent
EPA Region III
1650 Arch Street (Mail Code 3EC00)
Philadelphia, PA 19103

11. Defendant shall not deduct any penalties paid under this Decree pursuant to this Section or Section XVI of this Decree (Stipulated Penalties) in calculating its federal or state income tax.

V. AREA 9 NOx EMISSION REDUCTIONS, CONTROL AND TESTING

12. Installation and Operation of NOx Emission Controls on First Two Towers in A, B or C Trains. No later than December 31, 2012, Honeywell shall complete installation of low-temperature Selective Catalytic Reduction ("SCR") technology on two towers in A, B or C Trains in Area 9 of the Hopewell Facility. As soon as practicable, but in no event later than June 30, 2013, Honeywell shall continuously operate the new low-temperature SCR technology on these two towers and achieve and maintain the following emission rates and control efficiency for these two towers as described in Paragraph 16 below.

13. Installation and Operation of NOx Emission Controls on the Second Two Towers in A, B or C Trains. No later than December 31, 2014, Honeywell shall complete installation of low-temperature SCR technology on two more towers in A, B or C Trains in Area 9 of the Hopewell

Facility. As soon as practicable, but in no event later than June 30, 2015, Honeywell shall continuously operate the new low-temperature SCR technology on these two towers and achieve and maintain the emission rates and control efficiency for these two towers as described in Paragraph 16 below.

14. Installation and Operation of NOx Emission Controls on the Last Two Towers in A, B or C Trains. No later than December 31, 2016, Honeywell shall complete installation of low-temperature SCR technology on the last two towers in A, B or C Trains in Area 9 of the Hopewell Facility. As soon as practicable, but in no event later than June 30, 2017, Honeywell shall continuously operate the new low-temperature SCR technology on these two towers and achieve and maintain the emission rates and control efficiency for these two towers, as described in Paragraph 16 below.

15. Installation and Operation of NOx Emission Controls on the Two Towers in E Train. No later than December 31, 2018, Honeywell shall complete installation of low-temperature SCR technology on the two towers in E Train in Area 9 of the Hopewell Facility. As soon as practicable, but in no event later than June 30, 2019, Honeywell shall continuously operate the new low-temperature SCR technology on these two towers and achieve and maintain the emission rates and control efficiency for these towers as described in Paragraph 16 below.

16. Honeywell shall continuously operate the low-temperature SCR at each tower in A, B, C and E Trains in Area 9 at all times that the towers the low-temperature SCR serves are in operation, consistent with the manufacturers' specifications and good engineering and maintenance practices for minimizing emissions to the extent practicable. Except during periods of Startup or Malfunction, the SCR on each tower shall achieve a minimum NOx emission control efficiency of

95%. Except during periods of Startup , NOx emissions from the towers shall not exceed the Short Term emission rates (in pounds per hour) specified in Table 16a below by the applicable date for each tower specified in Paragraphs 12, 13, 14 or 15 above. During Startup, as defined in Paragraph 7, except for Scenario 1 described below and for E Train during Scenario 2, NOx emissions shall not exceed the Short Term emission rate of 200 lbs/hour. For Scenario 1 and for E Train during Scenario 2, NOx emissions during Startup shall not exceed the Short Term emission rates for each tower specified in Table 16a below. All NOx emissions, including NOx emissions during Startup, Shut Down and Malfunction, shall be included in determining compliance with the Long Term NOx emission rates specified for each tower in Table 16b below. NOx emissions from the Trains in Area 9 shall not exceed the Long Term emission rates (in tons per year) specified in the Table 16b below by the applicable date for each Train specified in Paragraphs 12, 13, 14 or 15 above. The Operating Scenarios depicted in Table 16a and 16b are as follows:

Operating Scenario 1: before installation of the SCRs on A, B or C Train and before installation of the SCRs on E Train;

Operating Scenario 2: after installation of the SCRs on A, B or C Train but before installation of the SCRs on E Train;

Operating Scenario 3: after installation of the SCRs on A, B or C Train and after installation of the SCRs on E Train.

Table 16a: NOx Short Term emission rates (pounds per hour)

Train/tower	Scenario 1	Scenario 2	Scenario 3
A nitrite TW-2	781.0	47.0	47.0
A disulfonate TW-62	500.0	27.0	27.0
B nitrite TW-8	853.0	51.0	51.0
B disulfonate TW-9	500.0	27.0	27.0

C nitrite TW-17	900.0	54.0	54.0
C disulfonate TW-18	500.0	27.0	27.0
E nitrite TW-32	240.0	240.0	13.0
E disulfonate TW-33	300.0	300.0	16.0

Table 16b: NOx Long Term emission rates (tons per year)

Train	Scenario 1	Scenario 2	Scenario 3
A	2917	185	204
B	2936	186	207
C	2412	160	174
E	1200	1200	65

17. Performance testing of low-temperature SCR on A, B, C and E Trains: Within one hundred eighty (180) Days of the installation of the low-temperature SCR on the towers in A, B, C and E Trains, as specified in Paragraphs 12, 13, 14 and 15, Honeywell shall conduct an initial performance test and shall conduct any periodic tests that may be required by EPA and VADEQ under applicable regulatory authority. Honeywell shall conduct the initial performance test and any subsequent testing in accordance with Methods 1-4 and Method 7E of 40 CFR Part 60. Within sixty (60) Days of performance testing, Honeywell shall report the results to EPA and VADEQ.

VI. AREA 9 CEMS INSTALLATION AND OPERATION

18. Honeywell shall replace the existing EMCAMS, as defined in Paragraph 7 above, with the installation, operation and maintenance of NOx CEMS on each of the nitrite and disulfonate towers on Trains A, B and C (i.e., Towers TW-2, TW-8, TW-17, TW-62, TW-9 and

TW-18). Following installation of the NOx CEMS, data retrieved from the NOx CEMs shall be used as the method for determining compliance with the Short Term emission limits and the 95 percent control requirement on a three (3) hour rolling average. All three (3) hour rolling averages must be reported quarterly in the excess emission report.

19. Installation of NOx CEMS. Honeywell shall install, certify, calibrate, maintain and operate two NOx CEMS on each of Towers TW-2, TW-8, TW-17, TW-62, TW-9 and TW-18 (one on the inlet and one on the outlet of each low-temperature SCR installation) and one NOx CEMS on each of Towers TW-32 and TW-33 (on the inlet of each low-temperature SCR installation) in accordance with the manufacturer's specifications and the applicable performance specification(s) in 40 C.F.R. Part 60 on the following schedule:

Tower	NOx CEMS Installation Deadline
1st and 2nd towers	June 30, 2013
3rd and 4th towers	June 30, 2015
5th and 6th towers	June 30, 2017
TW-32 (inlet) and TW-33 (inlet)	June 30, 2019

20. Performance of Relative Accuracy Test Audits ("RATAs"). Honeywell must conduct a RATA on each CEMS (including the existing CEMS on the towers in Trains D and E) initially on the date of the required performance test specified in Paragraph 17, and at least once per year in accordance with Part 60 Appendices A and F, and Performance Specification 2 and 3 of 40 C.F.R. Part 60 Appendix B. Honeywell must conduct Cylinder Gas Audits each calendar quarter during the time that any RATA is not performed. Nothing in this Paragraph shall affect any more stringent State or local monitoring requirements.

VII. AREA 9 PM AND OPACITY TESTING AND MONITORING

21. Within twenty-four (24) months of the effective date of this Consent Decree,

Honeywell shall conduct particulate matter ("PM") and opacity performance testing on Towers TW-2, TW-8, TW-17, TW-22, TW-23, TW-62, TW-9, TW-18, TW-32, and TW-33 to determine compliance with the control efficiency and emission limit requirements established in the Title V Permit and summarized in the table below in this Paragraph, and the opacity requirements established in Article 1 of 9 VAC 5 Chapter 40 of Virginia's regulations. The PM and opacity performance testing shall be performed in accordance with Part 60 Appendix A, Methods 1 – 5, 9 and 201, unless Honeywell requests in writing, and EPA and VADEQ approve in writing, another test method. During each performance test, Honeywell shall continuously monitor the scrubber pressure drop and scrubber liquid flow to establish operating parameter ranges to ensure continuous compliance with the control efficiency and emission limit requirements established in the Title V Permit and the opacity limits established in Article 1 of 9 VAC 5 Chapter 40 of Virginia's regulations. Honeywell shall submit, for approval by VADEQ, in consultation with EPA, the PM and Opacity Emission Testing Reports for each tower identified below no later than sixty (60) Days after the completion of the emissions test for that source. In the PM Emissions Testing Report for towers equipped with a particulate matter control device (i.e., TW-8, TW-22, TW-32, TW-62, TW-9, TW-18, TW-23 and TW-33), Honeywell shall (a) calculate the mass PM emission flow rate at the inlet and outlet of the tower's associated control device, and (b) propose scrubber pressure drop and scrubber liquid flow values for the associated control device that will ensure that it meets the emissions limits and opacity limits. For the towers not equipped with particulate matter control devices (i.e., TW-2 and TW-17), Honeywell shall (a) calculate the mass PM emission flow rate at the outlet of the tower and (b) propose process operating parameter values that will ensure that the tower meets the emission limits established in the Title V permit.

The PM and Opacity Emissions Testing Report shall include, at a minimum, all test results, operating data, calibration data, chains of custody, all equations used, and assumptions made calculating Honeywell's proposed parameter.

Tower	Total Suspended Particulates Limit (pounds/hour)	Total Suspended Particulates Limit (tons per year)	PM-10 Permit Limit (pounds/hour)	PM- 10 Permit Limit (tons per year)	PM Control Efficiency Permit Requirement (%)
TW-2	11.1	32.0	4.0	11.5	
TW-8	3.8	12.0	1.9	6.0	90
TW-17	21.2	76.2	7.6	27.4	
TW-22	3.8	12.0	1.9	6.0	90
TW-32	3.8	12.0	1.9	6.0	90
TW-62	1.2	4.5	1.2	4.5	98
TW-9	1.2	4.5	1.2	4.5	98
TW-18	1.2	4.5	1.2	4.5	
TW-23	1.2	4.5	1.2	4.5	
TW-33	1.6	4.5	1.6	4.5	98

VIII. ENHANCED LEAK DETECTION AND REPAIR

22. Enhanced Leak Detection and Repair. In addition to compliance with applicable leak detection and repair program requirements under the HON, NSPS VV, the RACT agreement and the Title V Permit, Honeywell shall implement and comply with the requirements of the Enhanced Leak Detection and Repair Plan ("ELP") as set forth in Appendix A to this Consent Decree.

IX. BENZENE WASTE NESHAP AUDIT

23. Benzene Waste Operations NESHAP Audit Requirements. Honeywell shall complete the measures set forth in this Section to ensure compliance with all applicable requirements of 40 C.F.R. Part 61 Subpart FF ("Benzene Waste Operations NESHAP" or "Subpart FF").

24. Statement of Work. No later than ninety (90) Days after the Effective Date of this Decree, Honeywell shall submit to EPA for approval, in consultation with VADEQ, a Statement of Work for the Benzene Waste Operations NESHAP audit required by this Section.

25. One-Time Review and Determination of Honeywell's TAB. Within ninety (90) Days after approval of the Statement of Work by EPA, Honeywell shall enter into a contract with a third-party to conduct an independent audit of the Facility's compliance with the Benzene Waste Operations NESHAP. The third-party audit shall include, but not be limited to: 1) identification of each waste stream to be included in the calculation of its TAB (e.g., oil-water separator discharge, maintenance wastes, turnaround wastes, scrubber blowdown, parts cleaning wastes, process dryer condensates, wastes, oils, etc.), 2) a review of the calculations and/or measurements used to determine flows of each waste stream and an identification of the benzene concentration in each waste stream (based on sampling for benzene concentration at no less than 10 waste streams), including an explanation of the range of flows and benzene concentrations for each waste stream, and 3) a determination of whether or not the stream is controlled in accordance with the requirements of Subpart FF. All benzene sampling shall be conducted in accordance with the test methodology described in 40 C.F.R § 61.355(c)(3)(iv), unless Honeywell requests in writing and EPA approves in writing another test method with lower detection limits where warranted, based on the sampling results or sample material.

26. Submission of Third-Party Audit Report. Within one hundred eighty (180) Days of EPA's approval of the Statement of Work, Honeywell shall submit to EPA for approval, with a copy to VADEQ, a report that sets forth the results of the third-party audit of the Facility's compliance with the Benzene Waste Operations NESHAP Audit (the "Third-Party Audit Report"

or "Report"). This Report shall include a determination of the Facility's TAB . Based on EPA's review of the Report, EPA may select up to twenty (20) additional waste streams for sampling of benzene concentration (Phase 2 sampling). Honeywell's third party contractor shall conduct the required additional sampling and Honeywell shall submit the results to EPA and VADEQ within ninety (90) Days of receipt of EPA's requirement. All benzene sampling shall be conducted in accordance with the test methodology described in 40 C.F.R § 61.355(c)(3)(iv), unless Honeywell requests in writing and EPA approves in writing another test method with lower detection limits where warranted, based on the sampling results or sample material. The results of any such additional sampling shall be used to reevaluate the TAB and the uncontrolled benzene quantity and to amend the Third-Party Audit Report, as appropriate. Honeywell shall submit to EPA and VADEQ a revised Third-Party Audit Report including a revised TAB calculation within one hundred twenty (120) Days following the completion of the Phase 2 sampling.

27. Actions to Implement Third-Party Audit Report. If the results of the Third-Party Audit Report indicate that Honeywell has a TAB over 10 Mg/yr, Honeywell shall submit, within one hundred twenty (120) Days after completion of the Report, an implementation plan to EPA and VADEQ. The implementation plan is subject to EPA approval, in consultation with VADEQ, and shall identify the actions that Honeywell shall to take, and the schedule for those actions, to ensure that the Facility's TAB is below 10 Mg/yr for each calendar year following completion of the Audit Report. If Honeywell demonstrates to EPA's satisfaction that it is technically infeasible to achieve and maintain a TAB of no greater than 10 Mg/yr, then Honeywell shall implement and maintain controls within one (1) year of EPA's approval of the implementation plan to comply with the requirements of 40 C.F.R Part 61, Subpart FF.

X. MISCELLANEOUS OPERATION AND MAINTENANCE MEASURES

28. Control and Monitoring Device Preventative Maintenance and Operations Plans. Within one hundred twenty (120) Days after the Effective Date of this Decree, Honeywell shall submit for approval to EPA, in consultation with VADEQ, a Preventative Maintenance and Operation Plan ("PMO Plan"). The PMO Plan shall consist of a compilation of Honeywell's procedures for good air pollution control practices and minimizing emissions. The PMO Plan shall have as its goals the elimination of process and control device malfunctions of the low temperature SCRs, scrubbers, NOx Abatement Technology, CEMs and CMSs in Area 9. The PMO Plan shall include, but not be limited to, startup and shutdown procedures, emergency procedures, and schedules for preventative maintenance and maintenance turnarounds that coincide with scheduled turnarounds of major process units. The PMO shall ensure that Honeywell is prepared to correct malfunctions as soon as practicable to minimize emissions. To ensure that malfunctions are minimized, the PMO shall include a procedure for conducting a "Root Cause Analysis" for malfunctioning process, air pollution and control and monitoring equipment that would result in NOx emissions from Area 9 in excess of allowable limits for more than one hour. The PMO Plan shall include a procedure for conducting a Root Cause Analysis for any particular component of a CEMS or CMS which component exhibits three (3) or more unscheduled failures resulting in down time greater than one (1) hour each in any calendar quarter. This Root Cause Analysis shall set forth all significant contributing causes to the excess emissions and shall provide analysis of the measures available to reduce the likelihood of a recurrence. If more than one alternative exists to address the Root Cause, the analysis shall discuss the alternatives, the probable effectiveness and the cost of the alternatives. The analysis shall evaluate possible design, operation and maintenance

changes. Honeywell shall implement its approved PMO Plan, as may be updated in accordance with this paragraph 28, at all times, including periods of startup, shutdown and malfunction of its process units, control devices, CEMs, and CMSs. Honeywell shall review its PMO annually and update its PMO, as necessary, to incorporate, at a minimum, the results of any Root Cause Analysis. Honeywell shall maintain the original PMO Plan and all subsequent revisions at the Facility for a period of five (5) years and have them available for review by the Agencies.

29. Air Pollution Control Practices. Honeywell shall, at all times and to the extent practicable, including periods of startup, shutdown, and/or malfunction, implement good air pollution control practices to minimize emissions from their control devices.

30. Periods of Non-Operation. From the Effective Date of this Decree, Honeywell shall keep a written record of all periods of startups, shutdowns, malfunctions, non-operation, bypasses of control devices and repairs for each process unit, control device, and monitoring system addressed in the PMO Plan. Such records shall include the times and duration of each event, a brief description of the event, the cause or likely cause of the event, and any actions taken to minimize excess emissions during the event, and whether the event and Honeywell's actions were consistent with the Preventative Maintenance and Operation Plans required by Paragraph 28 above. In addition, such records shall also include a record of the calibration checks and low- and high-level adjustments for each control device and monitoring system. Honeywell shall maintain such records for at least five (5) years from the date of any such event and shall produce to EPA and VADEQ upon request.

XI. PERMITS

31. The requirements of this Consent Decree shall be incorporated into a new source

review permit and the Title V Permit for the Facility in accordance with applicable Virginia New Source Review and Title V rules before the termination of this Consent Decree.

32. Construction Permits. Honeywell shall obtain all required, federally enforceable permits for the construction of the pollution control technology and/or the installation of equipment necessary to implement the requirements of this Consent Decree.

XII. PROHIBITION OF NETTING CREDITS OR OFFSETS FROM REQUIRED CONTROLS

33. Summary. This Section addresses the use of the emissions reductions, which will result from the installation and operation of the emission controls required by this Consent Decree ("CD Emissions Reductions"), for the purpose of emissions netting or emissions offsets.

34. General Prohibition. Honeywell shall not use any NOx, PM, PM-10, PM-2.5 or VOC emission reductions that result from the installation and operation of the SCRs required by this Consent Decree, any actions required under Paragraph 27 (BWON), and the implementation of the Enhanced LDAR program set forth in Appendix A as netting reductions or emissions offsets in any PSD, major non-attainment, and/or synthetic minor New Source Review permit or permit proceeding, nor shall Honeywell obtain any emission reduction credits for such reductions.

35. Exception to General Prohibition. Upon installation of SCRs on A, B, and C Trains, Honeywell may increase production at each Train to a level not to exceed 39 tons per year of NOx per train, not considering reductions achieved by the SCRs. Upon installation of an SCR on E Train, Honeywell may increase production to the full level provided for in the June 28, 2011, "Stationary Source Phased Construction Permit, New Source Performance Standards Permit, Permit to Construct, Reconstruct, Modify and Operate" issued by VADEQ (Registration No. 50232; County-Plant No. 670-002). To meet the production limitation provided for in the June 28,

2011 permit, Honeywell shall comply with the limits set forth in Tables 16a and 16b above. Honeywell's use of any emission reductions resulting from the installation of low temperature SCRs on A, B, C and E trains in Area 9 of the Facility required by this Consent Decree and undertaken in connection with the June 28, 2011 permit as netting credits shall be limited to use as netting credits only for purposes of the June 28, 2011 permit, and thereafter, no longer available for any purpose.

36. Outside the Scope of the General Prohibition. Nothing in this Consent Decree is intended to prohibit Honeywell from seeking to:

a. use or generate netting reductions or emission offset credits from Facility units that are covered by this Consent Decree to the extent that the proposed netting reductions or emission offset credits represent the difference between the numeric emissions limitations set forth in or established pursuant to this Consent Decree for such Facility units and the more stringent numeric emissions limitations that Honeywell may elect to accept for those Facility units in a permitting process;

b. use or generate netting reductions or emission offset credits for Facility units that are not subject to an emission limitation pursuant to this Consent Decree; or

c. use CD Emission Reductions for Honeywell's compliance with any rules or regulations designed to address regional haze or the non-attainment status of any area (excluding PSD and Non-Attainment New Source Review rules) that apply to Honeywell; provided, however, that Honeywell may not trade or sell any CD Emission Reductions.

XIII. ENVIRONMENTAL MITIGATION

37. On and after the effective date of this Consent Decree, Honeywell shall operate only Tier III diesel switcher locomotives, or replacement locomotives that emit NOx (on a gm/bhp basis) equal to or less than Tier III standards, at the Facility.

38. Honeywell shall not seek to obtain any netting or offset credit under any state or federal program for emissions reductions from the purchase and use of Tier III locomotives at the Facility.

39. Honeywell shall certify, within thirty (30) Days after the Effective Date of this Consent Decree that Honeywell was not otherwise required by law to replace the two diesel switchers at the Hopewell Facility with Tier III low emission diesel switchers, that Honeywell is unaware of any other person who was required by law to purchase the low emission diesel switchers for the Hopewell Facility, and that Honeywell will not use any aspect of that purchase, or portion thereof, to satisfy any obligations that it may have under other applicable requirements of law.

XIV. APPROVAL OF DELIVERABLES

40. After review of any plan, report, or other item that is required to be submitted for approval pursuant to this Consent Decree, the approving government agency or agencies, after consultation with the other government agency, shall in writing: a) request additional information to enable EPA and VADEQ to adequately evaluate the submittal; b) approve the submission; c) approve the submission upon specified conditions; d) approve part of the submission and disapprove the remainder; or e) disapprove the submission.

41. In the event that EPA or VADEQ requests additional information, Honeywell shall

provide the additional information to EPA and VADEQ in accordance with the time frames set forth in the request. Honeywell may request additional time in writing.

42. If the submission is approved, Honeywell shall take all actions required by the plan, report, or other document, in accordance with the schedules and requirements of this Decree, or if not specified in this Decree, the schedule and requirements in the approved submission.

43. If the submission is conditionally approved or approved only in part, Honeywell shall, upon written notice from the approving governmental agency, take all actions required by the approved plan, report, or other item that the approving governmental agency, after consultation with the other governmental agency, determines are technically severable from any disapproved portions, subject to Honeywell's right to dispute only the specified conditions or the disapproved portions, under Section XVIII of this Decree (Dispute Resolution).

44. If the submission is disapproved in whole or in part, Honeywell shall, within forty-five (45) Days or such other time as Honeywell, EPA, and VADEQ agree to in writing, correct all deficiencies and resubmit the plan, report, or other item, or disapproved portion thereof, for approval in accordance with this Section. If the resubmission is approved in whole or in part, Honeywell shall proceed in accordance with this Section.

45. Any stipulated penalties applicable to the original submission, as provided in Section XVI (Stipulated Penalties), below, shall accrue during the forty-five (45) Day period or other specified period, but shall not be payable unless the resubmission is untimely or is disapproved in whole or in part; provided that, if the original submission was, as determined by EPA, so deficient as to constitute a material breach of Honeywell's obligations under this Decree, the stipulated penalties applicable to the original submission shall be due and payable

notwithstanding any subsequent resubmission.

46. If a resubmitted plan, report, or other item, or portion thereof, is disapproved in whole or in part, the approving governmental agency, after consultation with the other governmental agency, may again require Honeywell to correct any deficiencies, in accordance with this Section, subject to Honeywell's right to invoke Dispute Resolution and the right of EPA and Virginia to seek stipulated penalties as provided in this Section.

47. Nothing in this Section or this Decree, including any reference to consultation, shall limit EPA's rights under the law to review, comment on, oversee or veto any proposed permit, permit modifications, or other action taken by a delegated permitting authority under the Act.

48. In the event that EPA and VADEQ impose inconsistent obligations upon Honeywell under this Consent Decree that make it impossible for Honeywell to comply with all obligations of the responses, then Honeywell shall notify EPA and VADEQ, who shall endeavor to resolve any inconsistency. If they are unable to resolve such inconsistency, then EPA's response shall control as to the specific inconsistent obligation. During this period, Honeywell's obligation under the Consent Decree to comply with the respective government agencies' responses shall be stayed only to the extent of the specific inconsistent obligation. However, if EPA's or VADEQ's responses are only inconsistent in that one response imposes additional and/or more stringent requirements, Honeywell shall comply with the additional and/or more stringent requirements.

XV. REPORTING REQUIREMENTS - CONSENT DECREE

49. Honeywell shall submit the following reports documenting its progress in complying with the requirements of this Consent Decree:

a. Within thirty (30) Days after the end of the second and fourth calendar quarters

after the date of entry of this Consent Decree, until termination of this Decree pursuant to Section XXVI (Termination), below, Honeywell shall submit to EPA and VADEQ by email a written semi-annual report that shall include for the reporting period: 1) the status of the compliance measures identified in Sections V - XIII of this Consent Decree; 2) a detailed description of any problems encountered or anticipated, together with implemented or proposed solution; 3) the status of permit applications or modifications; and 4) a description of any change that is not authorized by permit or regulation and would result in a significant increase in emissions from Area 9 of the Facility as defined in 40 C.F.R. 52.21(b)(23) and 40 C.F.R. 51.165(a)(1)(x), as may be applicable to the Facility.

b. The semi-annual report shall also include a description of any non-compliance with the requirements of this Consent Decree and an explanation of the likely cause of the non-compliance and of the remedial steps taken, or to be taken, to prevent or minimize such non-compliance. If Honeywell violates, or has reason to believe that it may violate, any requirement of this Consent Decree, Honeywell shall notify the United States and VADEQ of such violation and its likely duration, in writing, within ten (10) Days of the date Honeywell first becomes aware of the violation, with an explanation of the violation's likely cause and of the remedial steps taken, or to be taken, to prevent or minimize such violation. If the cause of a violation cannot be fully explained at the time the report is due, Honeywell shall so state in the report. Honeywell shall investigate the cause of the violation and shall then submit an amendment to the report, including a full explanation of the cause of the violation, within thirty (30) Days of the day Honeywell becomes aware of the cause of the violation. Nothing in this Paragraph 49.b. or the following Paragraph 50 relieves Honeywell of its obligation to provide the notice required by Section XVII

of this Consent Decree (Force Majeure).

50. Whenever any event affecting Honeywell's performance under this Decree or the performance of its Facility may pose an immediate threat to the public health or welfare or the environment, Honeywell shall notify EPA and VADEQ orally or by electronic or facsimile transmission as soon as possible, but no later than twenty-four (24) hours after Honeywell first knew that the violation or event may pose such a threat. This obligation is in addition to the requirements set forth in the preceding Paragraph. Nothing in Paragraphs 49 or 50 of this Consent Decree shall be construed to affect any obligation or requirement of Honeywell under Virginia's regulations.

51. All reports shall be submitted to the persons and addresses designated in Section XXII of this Consent Decree (Notices).

52. Each report submitted by Honeywell under this Section shall be signed by an authorized official of the submitting party and include the following certification:

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

This certification requirement does not apply to emergency or similar notifications where compliance would be impractical.

53. The reporting requirements of this Consent Decree do not relieve Honeywell of any reporting obligations required by the Clean Air Act or implementing regulations, or by any other federal, state, or local law, regulation, permit, or other requirement.

54. Any information provided pursuant to this Consent Decree may be used by the United States or Virginia in any proceeding to enforce the provisions of this Consent Decree and as otherwise permitted by law.

XVI. STIPULATED PENALTIES

55. Honeywell shall be liable for stipulated penalties to the United States and Virginia for violations of this Consent Decree as specified below, unless excused under Section XVII (Force Majeure). A violation includes failing to perform any obligation required by the terms of this Decree, including any submittal or schedule approved under this Decree, according to all applicable requirements of this Decree and within the specified time schedules established by or approved under this Decree.

56. Late Payment of Civil Penalty

If the Defendant fails to pay the civil penalties required to be paid under Section IV of this Decree (Civil Penalty) when due, the Defendant shall pay a stipulated penalty of $5,000 per Day for each day that the payment is late.

a. Compliance Measures (other than the ELP, which is addressed in Paragraph 58, below). The following stipulated penalties shall accrue per violation per Day for each violation of the remaining requirements identified in Sections V - XI, above, except for the reporting and written submission requirements which are addressed in Paragraph 56.c., and those indicated below:

Penalty Per Violation Per Day	Period of Noncompliance
$1,500	1st through 14th Day
$2,000	15th through 30th Day
$2,500	31st Day and beyond

b. Non-Compliance with Requirement to Implement Environmental Mitigation:

For failure by the Defendant to operate only Tier III diesel switcher locomotives, or replacement locomotives, as required by Section XIII (Environmental Mitigation) of this Consent Decree:

Failure to Operate	Penalty per day
1st through 14th Day of Non-Compliance	$1,500
15th through 30th Day of Non-Compliance	$2,000
31st Day and beyond	$2,500

c. Written Submissions and Reporting Requirements.

The following stipulated penalties shall accrue per violation per Day for each violation of the reporting requirements of Section XV (Reporting Requirements - Consent Decree), above, and for each written submission by Honeywell under Sections II, V - XI, above, that is untimely or deficient:

Penalty Per Violation Per Day	Period of Noncompliance
$500	1st through 30th Day
$1,500	31st Day and beyond

57. Stipulated penalties under this Section shall begin to accrue on the Day after

performance is due or on the Day a violation occurs, whichever is applicable, and shall continue to accrue until performance is satisfactorily completed or until the violation ceases. Stipulated penalties shall accrue simultaneously for separate violations of this Consent Decree.

58. Enhanced LDAR Program ("ELP"): The following stipulated penalties shall accrue per violation per Day unless otherwise specified below, for each violation of a requirement of the ELP as set forth in Section VIII of this Consent Decree (Enhanced LDAR) and Appendix A as specified below: (a.) Failure to develop a timely and complete written facility-wide LDAR Program Plan under Paragraph 3 of Appendix A: $3,500 per week of noncompliance. (b.) Failure to timely monitor in accord with Part B (when more frequent periodic monitoring is required) of Appendix A of any Covered Equipment: $100 per component per day but no more than $10,000 per month per Covered Process Unit. (c.) Failure to conduct monitoring and inspections in accord with Part C or D of Appendix A: $100 per component per day but no more than $10,000 per month per Covered Process Unit. (d.) Failure to conduct repair of leaks or otherwise comply with leak repair requirements in accord with Parts E and F of Appendix A: $200 per leak per day of noncompliance. (e.) Failure to timely prepare the Equipment Improvement/Replacement Program and timely update the Program, and timely submit the Program Report as required under Part G of Appendix A: $15,000 per month of noncompliance. (f.) Failure to timely replace equipment as required under Part G of Appendix A: $3,000 per piece of LDAR covered equipment per day. (g.) Failure to incorporate the equipment changes identified in the Facility-wide Management of Change protocol in accord with Part H of Appendix A, failure to implement training in accord with Part I of Appendix A, and failure to comply with the requirements of Part J of Appendix A: $10,000 per violation per month of noncompliance. (h.) Failure to complete the requirements of

Part K (LDAR Audits and Corrective Action) in accord with the requirements of Appendix A: $7,500 per violation per month of noncompliance.

59. Defendant shall pay stipulated penalties to the United States and Virginia within thirty (30) Days of a written demand by either Plaintiff. Defendant shall pay 50 percent of the total stipulated penalty amount due to the United States and 50 percent to Virginia. The Plaintiff making a demand for payment of a stipulated penalty shall simultaneously send a copy of the demand to the other Plaintiff.

60. Either Plaintiff may, in the unreviewable exercise of their discretion, reduce or waive its prospective stipulated penalties otherwise due it under this Consent Decree.

61. Stipulated penalties shall continue to accrue as provided in Paragraph 55 during any Dispute Resolution, but need not be paid until the following:

a. If the dispute is resolved by agreement or by a decision of EPA or Virginia that is not appealed to the Court, the Defendant shall pay accrued penalties determined to be owing, together with interest, to the United States or Virginia within forty-five (45) Days of the effective date of the agreement or the receipt of EPA's or Virginia's decision or order.

b. If the dispute is appealed to the Court and the United States or Virginia prevails, the Defendant shall pay all accrued penalties determined by the Court to be owing, together with interest, within sixty (60) Days of receiving the Court's decision or order, except as provided in subparagraph c, below.

c. If any Party appeals the District Court's decision and the United States or Virginia prevails, the Defendant shall pay all accrued penalties determined to be owed, together with interest, within thirty (30) Days of receiving the final appellate court decision.

62. Defendant shall pay stipulated penalties owing to the United States and Virginia in the manner set forth and with the confirmation notices required by Section XXII, below, except that the transmittal letter shall state that the payment is for stipulated penalties and shall specify the violation(s) for which the penalties are being paid.

63. If Defendant fails to pay stipulated penalties according to the terms of this Consent Decree, Defendant shall be liable for interest on such penalties, as provided for in 28 U.S.C. § 1961, accruing as of the date payment became due. Nothing in this Paragraph shall be construed to limit the United States or Virginia from seeking any remedy otherwise provided by law for Defendant's failure to pay any stipulated penalties.

64. Subject to the provisions of Section XX (Effect of Settlement/Reservation of Rights), below, the stipulated penalties provided for in this Consent Decree shall be in addition to any other rights, remedies, or sanctions available to the United States and/or Virginia for the violations of this Consent Decree or applicable law. Where a violation of this Consent Decree is also a violation of the Clean Air Act, Defendant shall be allowed a credit, for any stipulated penalties paid, against any statutory penalties imposed for such violation.

65. Affirmative Defense for Malfunctions. If Honeywell exceeds any NOx Short Term emission rate, as set forth in Table 16a, due to a Malfunction, Honeywell, bearing the burden of proof, has an affirmative defense to stipulated penalties under this Consent Decree if Honeywell complies with the reporting requirements of Paragraph 66, and demonstrates all of the following:

a. the excess emissions were caused by a sudden, unavoidable breakdown of technology, beyond Honeywell's control;

b. the excess emissions (1) did not stem from any activity or event that could have

been foreseen and avoided, or planned for, and (2) could not have been avoided by better operation and maintenance practices;

c. to the maximum extent practicable, the air pollution control equipment and processes were maintained and operated in a manner consistent with good practice for minimizing emissions;

d. repairs were made in an expeditious fashion when Honeywell knew or should have known that an applicable NOx Short Term emission rate was being or would be exceeded. Off-shift labor and overtime must have been utilized, to the greatest extent practicable, to ensure that such repairs were made as expeditiously as practicable;

e. the amount and duration of the excess emissions (including any bypass) were minimized to the maximum extent practicable during periods of such emissions;

f. all possible steps were taken to minimize the impact of the excess emissions on ambient air quality;

g. all emission monitoring systems were kept in operation if at all possible;

h. Honeywell's actions in response to the excess emissions were documented by properly signed, contemporaneous operating logs, or other relevant evidence;

i. the excess emissions were not part of a recurring pattern indicative of inadequate design, operation, or maintenance; and

j. Honeywell properly and promptly notified EPA and VADEQ as required by this Consent Decree.

66. Honeywell shall provide notice to EPA and VADEQ in writing of its intent to assert an affirmative defense for Malfunction under Paragraph 65 as soon as practicable, but in no event

later than twenty-one (21) Days following the date of the Malfunction. This notice shall be submitted to EPA and VADEQ pursuant to Section XXII (Notices), shall include all information to demonstrate that Honeywell satisfies the criteria specified in Paragraph 65, above, and include all of the following information:

a. the magnitude of the excess emissions (expressed in pounds per hour), as well as the % removal efficiency, and the underlying operating data and calculations used in determining both the magnitude of the excess emissions and the % removal efficiency;

b. the time and duration or expected duration of the excess emissions;

c. the identity of the equipment from which the excess emissions emanated;

d. the nature and cause of the Malfunction;

e. the steps taken to remedy the Malfunction and the steps taken or planned to prevent the recurrence of the Malfunction;

f. the steps that were or are being taken to limit the excess emissions; and

g. if Honeywell's permit contains procedures governing source operation during periods of Malfunction, a list of the steps taken to comply with the permit procedures.

XVII. FORCE MAJEURE

67. A "force majeure event," for purposes of this Consent Decree, is defined as any event arising from causes beyond the control of Honeywell, or any entity controlled by Honeywell, or any of Honeywell's contractors, that delays or prevents the performance of any obligation under this Consent Decree despite Honeywell's best efforts to fulfill the obligation. The requirement that Honeywell exercise "best efforts to fulfill the obligation" includes using best efforts to anticipate any potential force majeure event and best efforts to address the effects of any such event (a) as it

is occurring and (b) after it has occurred, such that the delay and any adverse environmental effect of the delay or violation is minimized to the greatest extent possible. "Force majeure" does not include Defendant's financial inability to perform any obligation under this Consent Decree.

68. Honeywell may seek relief under these Force Majeure provisions for any delay in the performance of any such obligation resulting from a failure to obtain, or a delay in obtaining, any permit or approval required to fulfill such obligation if Honeywell has submitted timely and complete applications and has taken all other actions necessary to obtain such permit(s) or approval(s).

69. If any event occurs or has occurred that may delay the performance of any obligation under this Consent Decree, whether or not caused by a force majeure event, Honeywell shall provide :

a. Notice orally or by electronic or facsimile transmission to EPA and VADEQ, within 72 hours of when Honeywell first knew or should have known by the exercise of due diligence that the event might cause a delay.

b. An explanation and description in writing to EPA and VADEQ within fifteen (15) Days after Honeywell first knew or should have known of the event by the exercise of due diligence, an explanation and description of the reasons for the delay; the anticipated duration of the delay; all actions taken or to be taken to prevent or minimize the delay; a schedule for implementation of any measures to be taken to prevent or mitigate the delay or the effect of the delay; Honeywell's rationale for attributing such delay to a force majeure event if it intends to assert such a claim; and a statement as to whether, in the opinion of Honeywell, such event may cause or contribute to an endangerment to public health, welfare or the environment. Honeywell

shall include with any notice documentation in Honeywell's possession, custody, or control supporting the claim that the delay was attributable to a force majeure event. Failure to comply with the above requirements shall preclude Honeywell from asserting any claim of force majeure for that event for the period of time of such failure to comply, and for any additional delay caused by such failure. Honeywell shall be deemed to know of any circumstance of which Honeywell, any entity controlled by Honeywell, or Honeywell's contractors knew or should have known.

70. If both EPA and VADEQ agree that the delay or anticipated delay is attributable to a force majeure event, the time for performance of the obligations under this Consent Decree that are affected by the force majeure event will be extended by EPA for such time as is necessary to complete those obligations. An extension of the time for performance of the obligations affected by the force majeure event shall not, of itself, extend the time for performance of any other obligation. EPA will notify Honeywell in writing of the length of the extension, if any, for performance of the obligations affected by the force majeure event.

71. If either EPA or VADEQ do not agree that the delay or anticipated delay has been or will be caused by a force majeure event, EPA or VADEQ will notify Honeywell in writing of its decision.

72. If Honeywell elects to invoke the dispute resolution procedures set forth in Section XVIII of this Decree (Dispute Resolution), it shall do so no later than thirty (30) Days after receipt of EPA and/or VADEQ's notice. In any such proceeding, Honeywell shall have the burden of demonstrating by a preponderance of the evidence that the delay or anticipated delay has been or will be caused by a force majeure event, that the duration of the delay or the extension sought was or will be warranted under the circumstances, that best efforts were exercised to avoid and mitigate

the effects of the delay, and that Honeywell complied with the requirements of Paragraphs 74 and 75, below. If Honeywell prevails in the dispute, the delay at issue shall be deemed not to be a violation by Honeywell of the affected obligation of this Consent Decree identified to Plaintiff's and the Court.

XVIII. DISPUTE RESOLUTION

73. Unless otherwise expressly provided for in this Consent Decree, the dispute resolution procedures of this Section shall be the exclusive mechanism to resolve disputes arising under or with respect to this Consent Decree. Honeywell's failure to seek resolution of a dispute under this Section shall preclude Honeywell from raising any such issue as a defense to an action by the United States or Virginia to enforce any obligation of Honeywell arising under this Decree.

74. Informal Dispute Resolution. Any dispute subject to Dispute Resolution under this Consent Decree shall first be the subject of informal negotiations. The dispute shall be considered to have arisen when Honeywell sends the United States, EPA, and Virginia a written Notice of Dispute. Such Notice of Dispute shall state clearly the matter in dispute. The period of informal negotiations shall not exceed sixty (60) Days from the date the dispute arises, unless that period is modified by written agreement. If the Parties cannot resolve a dispute by informal negotiations, then the position advanced by the United States, in consultation with VADEQ, shall be considered binding unless, within thirty (30) Days after EPA provides Honeywell with EPA's written position, Honeywell invokes formal dispute resolution procedures as set forth below.

75. Formal Dispute Resolution. Honeywell shall invoke formal dispute resolution procedures, within the time period provided in the preceding Paragraph, by serving on the United States and Virginia a written Statement of Position regarding the matter in dispute. The Statement

of Position shall include, but need not be limited to, any factual data, analysis, or opinion supporting Honeywell's position and any supporting documentation relied upon by the company.

76. The United States, in consultation with Virginia, shall serve its Statement of Position within forty-five (45) Days of receipt of Honeywell's Statement of Position. The United States' Statement of Position shall include, but need not be limited to, any factual data, analysis, or opinion supporting that position and any supporting documentation relied upon by the United States. The United States' Statement of Position shall be binding on the company, unless Honeywell files a motion for judicial review of the dispute in accordance with the following Paragraph.

77. Honeywell may seek judicial review of the dispute by filing with the Court and serving on the United States and Virginia a motion requesting judicial resolution of the dispute. The motion must be filed within forty-five (45) Days of receipt of the United States' Statement of Position pursuant to the preceding Paragraph. The motion shall contain a written statement of Honeywell's position on the matter in dispute, including any supporting factual data, analysis, opinion, or documentation, and shall set forth the relief requested and any schedule within which the dispute must be resolved for orderly implementation of the Consent Decree.

78. The United States, in consultation with Virginia, shall respond to Honeywell's motion within the time period allowed by the Local Rules of this Court. Honeywell may file a reply memorandum, to the extent permitted by the Local Rules.

79. Standard of Review

a. Disputes Concerning Matters Accorded Record Review. Except as otherwise provided in this Consent Decree, in any dispute brought under Paragraph 75, above, pertaining to

the adequacy or appropriateness of plans, procedures to implement plans, schedules or any other items requiring approval by EPA under this Consent Decree; the adequacy of the performance of work undertaken pursuant to this Consent Decree; and all other disputes that are accorded review on the administrative record under applicable principles of administrative law, Honeywell shall have the burden of demonstrating, based on the administrative record, that the position of the United States is arbitrary and capricious or otherwise not in accordance with law.

b. Other Disputes. Except as otherwise provided in this Consent Decree, in any other dispute brought under Paragraph 75, above, Honeywell shall bear the burden of demonstrating that its position is consistent with this Consent Decree and furthers the objectives of the Consent Decree more than the position of EPA and/or Virginia.

80. The invocation of dispute resolution procedures under this Section shall not, by itself, extend, postpone, or affect in any way any obligation of Honeywell under this Consent Decree, unless and until final resolution of the dispute so provides. Stipulated penalties with respect to the disputed matter shall continue to accrue from the first Day of noncompliance, but payment shall be stayed pending resolution of the dispute as provided in Paragraph 61 above. If Honeywell does not prevail on the disputed issue, stipulated penalties shall be assessed and paid as provided in Section XVI (Stipulated Penalties), above.

XIX. INFORMATION COLLECTION AND RETENTION

81. The United States, Virginia, and their representatives, including attorneys, contractors, and consultants, shall have the right of entry into any facility covered by this Consent Decree, at all reasonable times, upon presentation of credentials, to:

a. monitor the progress of activities required under this Consent Decree;

b. verify any data or information submitted to the United States or Virginia in accordance with the terms of this Consent Decree;

c. obtain samples and, upon request, splits of any samples taken by Honeywell or its representatives, contractors, or consultants;

d. obtain documentary evidence, including photographs and similar data in Honeywell's possession, custody, or control; and

e. assess Honeywell's compliance with this Consent Decree.

82. Upon request, Honeywell shall provide EPA and VADEQ or their authorized representatives splits of any samples taken by Honeywell. Upon request, EPA and VADEQ shall provide Honeywell splits of any samples taken by EPA or VADEQ.

83. Until five (5) years after the termination of this Consent Decree, Honeywell shall retain, and shall instruct its contractors and agents to preserve, all non-identical copies of all documents, records, or other information (including documents, records, or other information in electronic form) in its or its contractors' or agents' possession or control, or that come into its or its contractors' or agents' possession or control, and that relate in any manner to Honeywell's performance of its obligations under this Consent Decree. This information-retention requirement shall apply regardless of any contrary corporate or institutional policies or procedures. At any time during this information-retention period, upon request by the United States or Virginia, Honeywell shall provide copies of any documents, records, or other information required to be maintained under this Paragraph.

84. At the conclusion of the information-retention period provided in the preceding Paragraph, Honeywell shall notify the United States and Virginia at least ninety (90) Days prior to

the destruction of any documents, records, or other information subject to the requirements of the preceding Paragraph and, upon request by the United States or Virginia, Honeywell shall deliver any such documents, records, or other information to EPA or VADEQ. Honeywell may assert that certain documents, records, or other information are privileged under the attorney-client privilege or any other privilege recognized by federal law. If Honeywell asserts such a privilege, it shall provide the following: (1) the title of the document, record, or information; (2) the date of the document, record, or information; (3) the name and title of each author of the document, record, or information; (4) the name and title of each addressee and recipient; (5) a description of the subject of the document, record, or information; and (6) the privilege asserted by Honeywell. However, no documents, records, or other information created or generated pursuant to the requirements of this Consent Decree shall be withheld on grounds of privilege.

85. Honeywell may also assert that information required to be provided under this Section is protected as Confidential Business Information ("CBI") under 40 C.F.R. Part 2. As to any information that Honeywell seeks to protect as CBI, Honeywell shall follow the procedures set forth in 40 C.F.R. Part 2.

86. This Consent Decree in no way limits or affects any right of entry and inspection, or any right to obtain information, held by the United States or Virginia pursuant to applicable federal, state, or local laws, regulations, or permits, nor does it limit or affect any duty or obligation of Honeywell to maintain documents, records, or other information imposed by applicable federal or state laws, regulations, or permits.

XX. EFFECT OF SETTLEMENT/RESERVATION OF RIGHTS

87. This Consent Decree resolves the civil claims of the United States and Virginia for

the violations alleged in the Notice of Violations (attached as Appendix B) and Complaint filed in this action through the date of lodging of this Consent Decree. This Consent Decree shall resolve all civil liability to the United States and Virginia for violations through the date of lodging of the Applicable NSR/PSD Requirements for NOx at E Train of Area 9 at the Facility. For the purposes of this Part, "Applicable NSR/PSD Requirements" for NOx shall mean: PSD requirements of Part C of Subchapter I of the Act, 42 U.S.C. § 7475, and the regulations promulgated thereunder at 40 CFR 52.21 and 51.166; the portions of the applicable SIPs and related rules adopted as required by 40 C.F.R.. 51.165 and 51.166; "Plan Requirements for Non-Attainment Areas" at Part D of Subchapter I of the Act, 42 U.S.C.§ 7502-7503, and the regulations promulgated thereunder at 40 C.F.R. 51.165(a), (b) 40 C.F.R Part 51, Appendix S, and 40 C.F.R. 52.24; any Title V regulations that implement, adopt, or incorporate the specific regulatory requirements identified above; any applicable state or local regulations that implement, adopt, or incorporate the specific federal regulatory requirements identified above; and any Title V permit provisions that implement, adopt, or incorporate the specific regulatory requirements identified above.

88. The United States and Virginia reserve all legal and equitable remedies available to enforce the provisions of this Consent Decree. This Consent Decree shall not be construed to limit the rights of the United States or Virginia to obtain penalties or injunctive relief under the Act or implementing regulations, or under other federal, state, or local laws, regulations, or permit conditions, except as expressly specified in Paragraph 87, above. The United States and Virginia further reserve all legal and equitable remedies to address any imminent and substantial endangerment to the public health or welfare or the environment arising at, or posed by, Honeywell's Facility, whether related to the violations addressed in this Consent Decree or

otherwise.

89. In any subsequent administrative or judicial proceeding initiated by the United States or Virginia for injunctive relief, civil penalties, other appropriate relief relating to the Facility or Defendant's violations, Defendant shall not assert, and may not maintain, any defense or claim based upon the principles of waiver, res judicata, collateral estoppel, issue preclusion, claim preclusion, claim-splitting, or other defenses based upon any contention that the claims raised by the United States or Virginia in the subsequent proceeding were or should have been brought in the instant case, except with respect to claims that have been specifically resolved pursuant to Paragraph 87, above.

90. This Consent Decree is not a permit, or a modification of any permit, under any federal, state, or local laws or regulations. Honeywell is responsible for achieving and maintaining complete compliance with all applicable federal, state, and local laws, regulations, and permits; and Honeywell's compliance with this Consent Decree shall be no defense to any action commenced pursuant to any such laws, regulations, or permits, except as set forth herein. The United States and Virginia do not, by their consent to the entry of this Consent Decree, warrant or aver in any manner that Honeywell's compliance with any aspect of this Consent Decree will result in compliance with provisions of the Act, 42 U.S.C. § 7401 et seq., or with any other provisions of federal, state, or local laws, regulations, or permits.

91. This Consent Decree does not limit or affect the rights of Defendant or of the United States or Virginia against any third parties, not party to this Consent Decree, nor does it limit the rights of third parties, not party to this Consent Decree, against Defendant, except as otherwise provided by law.

92. This Consent Decree shall not be construed to create rights in, or grant any cause of action to, any third party not party to this Consent Decree.

XXI. COSTS

93. The Parties shall bear their own costs of this action, including attorneys' fees, except that the United States and Virginia shall be entitled to collect the costs (including attorneys' fees) incurred in any action necessary to collect any portion of the civil penalty or any stipulated penalties due but not paid by Defendant.

XXII. NOTICES

94. Unless otherwise specified herein, whenever notifications, submissions, or communications are required by this Consent Decree, they shall be made in writing and addressed as follows:

To the United States:

Chief, Environmental Enforcement Section
Environment and Natural Resources Division
U.S. Department of Justice
Box 7611 Ben Franklin Station
Washington, D.C. 20044-7611
Re: DOJ No. 90-5-2-1-09611

and

Director, Air Protection Division
U.S. Environmental Protection Agency
Region III (3AP00)
1650 Arch Street
Philadelphia, PA 19103

To EPA:

Kristen Hall
Environmental Engineer

U.S. Environmental Protection Agency
Region III (3AP12)
1650 Arch Street
Philadelphia, PA 19103
Phone: 215-814-3297
Fax: 215-814-2134
hall.kristen@epa.gov

and

Dennis M. Abraham
Senior Assistant Regional Counsel
U.S. Environmental Protection Agency
Region III (3RC10)
1650 Arch Street
Philadelphia, PA 19103
Phone: 215-814-2695
Fax: 215-814-2603
abraham.dennis@epa.gov

To Virginia and VADEQ:

Deputy Regional Director
Virginia Department of Environmental Quality
Piedmont Regional Office
4949-A Cox Road
Glen Allen, VA 23060
Kyle.Winter@DEQ.Virginia.gov

and

Enforcement Division Director
Virginia Department of Environmental Quality
P.O. Box 1105
629 East Main Street
Richmond, VA 23218
Jefferson.Reynolds@DEQ.Virginia.gov

To Defendant Honeywell:

Thomas E. Knauer
Law Office of Thomas E. Knauer, PLLC
1011 East Main Street, Suite 310
Richmond, VA 23219

Direct: 804-783-7787
Fax: 804-783-0188
Email: tknauer@TKenvirolaw.com

Tom Byrne
Chief Environmental Counsel
Honeywell International Inc.
101 Columbia Road
Morristown, NJ 07962
Phone: 973-455-2775
Fax: 973-455-5904
E-mail: Tom.Byrne@Honeywell.com

Kevin Keller
Plant Manager
Honeywell
905 East Randolph Rd
Hopewell, VA 23860
(804) 541-5366
Kevin.Keller6@Honeywell.com

Donal Hall
HSE Manager
Honeywell
905 East Randolph Rd
Hopewell, VA 23860
(804) 541-5707
Donal.Hall@Honeywell.com

95. Any Party may, by written notice to the other Parties, change its designated notice recipient or notice address provided above.

96. Notices submitted pursuant to this Section shall be deemed submitted upon mailing, unless otherwise provided in this Consent Decree or by mutual agreement of the Parties in writing.

XXIII. EFFECTIVE DATE

97. The Effective Date of this Consent Decree shall be the date upon which this Consent Decree is entered by the Court or a motion to enter the Consent Decree is granted, whichever occurs first, as recorded on the Court's docket.

XXIV. RETENTION OF JURISDICTION

98. The Court shall retain jurisdiction over this case until termination of this Consent Decree, for the purpose of resolving disputes arising under this Decree or entering orders modifying this Decree, pursuant to Sections XVIII (Dispute Resolution), above, and XXV (Modification), below, or effectuating or enforcing compliance with the terms of this Decree.

XXV. MODIFICATION

99. The terms of this Consent Decree, including any attached appendices, may be modified only by a subsequent written agreement signed by all the Parties. Where the modification constitutes a material change to this Decree, it shall be effective only upon approval by the Court.

100. Any disputes concerning modification of this Decree shall be resolved pursuant to Section XVIII of this Decree (Dispute Resolution), provided, however, that, instead of the burden of proof provided by Paragraph 79, above, the Party seeking the modification bears the burden of demonstrating that it is entitled to the requested modification in accordance with Federal Rule of Civil Procedure 60(b).

XXVI. TERMINATION

101. After Honeywell has completed the requirements of Sections V – XI and XIII, above, and has thereafter maintained continuous compliance with this Consent Decree and Honeywell's permits identified in Section XI (Permits), above, to the extent that the requirements in those permits are identified above in Paragraph 21, for a period of three years, has complied with all other requirements of this Consent Decree, including those relating to the Preventive Maintenance and Operation Plans required by Paragraph 28, above, and the Defendant has paid the

civil penalties and any accrued stipulated penalties as required by this Consent Decree, the Defendant may serve upon the United States and Virginia a Request for Termination, stating that Defendant has satisfied those requirements, together with all necessary supporting documentation.

102. Following receipt by the United States and Virginia of a Request for Termination, the Parties shall confer informally concerning the Request and any disagreement that the Parties may have as to whether Defendant has satisfactorily complied with the requirements for termination of this Consent Decree. If the United States, after consultation with Virginia, agrees that this Decree may be terminated, the Parties shall submit, for the Court's approval, a joint stipulation terminating this Decree.

103. If the United States, after consultation with Virginia, does not agree that this Decree may be terminated, the Defendant may invoke Dispute Resolution under Section XVIII, above. Defendant shall not seek Dispute Resolution of any dispute regarding termination, under Paragraph 73 of Section XVIII (Dispute Resolution), above, until sixty (60) Days after service of its Request for Termination.

XXVII. PUBLIC PARTICIPATION

104. This Consent Decree shall be lodged with the Court for a period of not less than thirty (30) Days for public notice and comment in accordance with 28 C.F.R. 50.7. The United States reserves the right to withdraw or withhold its consent if the comments regarding the Consent Decree disclose facts or considerations indicating that the Consent Decree is inappropriate, improper, or inadequate. Defendant consents to entry of this Consent Decree without further notice and agrees not to withdraw from or oppose entry of this Consent Decree by the Court or to challenge any provision of this Decree, unless the United States has notified Defendant in writing

that it no longer supports entry of this Decree.

XXVIII. SIGNATORIES/SERVICE

105. Each undersigned representative of Defendant, Virginia and the Assistant Attorney General for the Environment and Natural Resources Division of the Department of Justice certifies that he or she is fully authorized to enter into the terms and conditions of this Consent Decree and to execute and legally bind the Party he or she represents to this document.

106. This Consent Decree may be signed in counterparts, and its validity shall not be challenged on that basis. Defendant agrees to accept service of process by mail with respect to all matters arising under or relating to this Consent Decree and to waive the formal service requirements set forth in Rules 4 and 5 of the Federal Rules of Civil Procedure and any applicable Local Rules of this Court including, but not limited to, service of a summons.

XXIX. INTEGRATION

107. This Consent Decree constitutes the final, complete, and exclusive agreement and understanding among the Parties with respect to the settlement embodied in this Decree and supersedes all prior agreements and understandings, whether oral or written, concerning the settlement embodied herein. Other than deliverables that are subsequently submitted and approved pursuant to this Decree, no other document, nor any representation, inducement, agreement, understanding, or promise, constitutes any part of this Decree or the settlement it represents, nor shall it be used in construing the terms of this Decree.

XXX. FINAL JUDGMENT

108. Upon approval and entry of this Consent Decree by the Court, this Consent Decree

shall constitute a final judgment of the Court as to the United States, Virginia, and Defendant.

XXXI. APPENDICES

109. The following appendices are attached to and made part of this Consent Decree:

"Appendix A" is the Enhanced LDAR Program

"Appendix B" contains Notices of Violation

Dated and entered this 18th day of July 2013.

/s/ REP
ROBERT E. PAYNE
UNITED STATES DISTRICT JUDGE
Eastern District of Virginia

The Undersigned Parties enter into this Consent Decree in the matter of *United States v. Honeywell Resins & Chemicals LLC,* (E.D. Va.) relating to alleged violations of the Clean Air Act.

FOR PLAINTIFF UNITED STATES OF AMERICA:

3/13/13
Date

IGNACIA S. MORENO
Assistant Attorney General
Environment and Natural Resources Division
United States Department of Justice

3/19/13
Date

KATHERINE M. KANE
Senior Attorney
Environmental Enforcement Section
Environment and Natural Resources Division
United States Department of Justice
P.O. Box 7611
Ben Franklin Station
Washington, DC 20044-7611
202-514-0414

The Undersigned Parties enter into this Consent Decree in the matter of *United States v. Honeywell Resins & Chemicals LLC,* (E.D. Va.) relating to alleged violations of the Clean Air Act.

NEIL H. MACBRIDE
UNITED STATES ATTORNEY

By:

3/28/13
Date

ROBERT P. McINTOSH
Virginia Bar Number 66113
Attorney for the United States of America
United States Attorney's Office
600 East Main Street, Suite 1800
Richmond, Virginia 23219
Telephone: (804) 819-5400
Facsimile: (804) 819-7417
Email: Robert.McIntosh@usdoj.gov

The Undersigned Parties enter into this Consent Decree in the matter of *United States v. Honeywell Resins & Chemicals LLC,* (E.D. Va.) relating to alleged violations of the Clean Air Act.

ON BEHALF OF THE ENVIRONMENTAL PROTECTION AGENCY:

1/2/13
Date:

CYNTHIA GILES
Assistant Administrator
Office of Enforcement and Compliance Assurance
U.S. Environmental Protection Agency

9/5/12
Date:

PHILLIP A. BROOKS
Director, Air Enforcement Division
Office of Civil Enforcement
Office of Enforcement and Compliance Assurance
U.S. Environmental Protection Agency

8-28-12
Date:

VIRGINIA SORRELL
Attorney Adviser, Air Enforcement Division
Office of Civil Enforcement
Office of Enforcement and Compliance Assurance
U.S. Environmental Protection Agency

The Undersigned Parties enter into this Consent Decree in the matter of *United States v. Honeywell Resins & Chemicals LLC,* (E.D. Va.) relating to alleged violations of the Clean Air Act.

ON BEHALF OF THE ENVIRONMENTAL PROTECTION AGENCY:

12/19/12
Date

SHAWN M. GARVIN
Regional Administrator
U.S. Environmental Protection Agency, Region III
1650 Arch Street (3RA00)
Philadelphia, PA 19103-2029

12/17/12
Date

MARCIA E. MULKEY
Regional Counsel (3RC00)
U.S. Environmental Protection Agency, Region III
1650 Arch Street
Philadelphia, PA 19103-2029

12/13/12
Date

DENNIS M. ABRAHAM
Senior Assistant Regional Counsel
U.S. Environmental Protection Agency, Region III
1650 Arch Street (3RC10)
Philadelphia, PA 19103-2029
abraham.dennis@epa.gov

The Undersigned Parties enter into this Consent Decree in the matter of *United States v. Honeywell Resins & Chemicals LL*, (E.D. Va.) relating to alleged violations of the Clean Air Act.

FOR PLAINTIFF COMMONWEALTH OF VIRGINIA:

2/6/2013
Date

DAVID K.PAYLOR
Director
Virginia Department of Environmental Quality
629 East Main Street
Richmond, Virginia 23219
David.Paylor@deq.virginia.gov

2/6/13
Date

SARAH J. SURBER
Assistant Attorney General
Environmental Section
Virginia Office of the Attorney General
900 East Main Street
Richmond, Virginia 23219
Ssurber@oag.state.va.us

6. Grant the United States and the Commonwealth of Virginia such other relief as this Court deems just and proper.

Respectfully submitted,

Date: _____

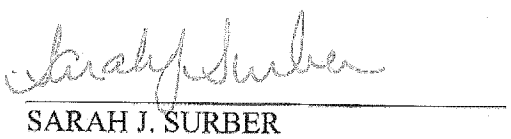
_____
IGNACIA S. MORENO
Assistant Attorney General
Environment and Natural Resources Division
U.S. Department of Justice

Date: _____

_____
KATHERINE M. KANE
Senior Attorney
Environmental Enforcement Section
Environment and Natural Resources Division
U.S. Department of Justice
P.O. Box 7611
Washington, D.C. 20044-7611
(202) 514-0414

FOR THE PLAINTIFF COMMONWEALTH OF VIRGINIA:

Date: 2/6/13



SARAH J. SURBER
Assistant Attorney General
Virginia Office of the Attorney General
900 East Main Street
Richmond, Virginia 23219
Ssurber@oag.state.va.us

FOR DEFENDANT HONEYWELL RESINS & CHEMICALS LLC:

12/4/2012
Date

Qamar S. Bhatia
QAMAR S. BHATIA
Vice President and General Manager
Honeywell Resins & Chemicals LLC

O.K.
CY

FOR DEFENDANT HONEYWELL RESINS & CHEMICALS LLC:

March 25, 2013

Date

Thomas E. Knauer
Virginia Bar #26120
Attorney for Honeywell Resins & Chemicals LLC
Thomas E. Knauer, PLLC
12101 County Hills Court
Glen Allen, VA 23059
Telephone: 804-783-7787
Email: tknauer@TKenvirolaw.com