

EPA ENFORCEMENT ACCOUNTS RECEIVABLE CONTROL NUMBER FORM

This form was originated by: Cheryl Jamieson 3/23/2010
Name of Contact person Date

in the ORC Region III at 215 814 2375
Office Phone number

Non-SF Jud. Order/Consent Decree. DOJ COLLECTS
 Administrative Order/Consent Agreement FMD COLLECTS PAYMENT
 SF Jud. Order/Consent Decree. FMD COLLECTS

This is an original debt This is a modification

Name of Company making payment: Honeywell Resins + Chemicals LLC

The Total Dollar Amount of Receivable: \$ 45,000.
(If in installments, attach schedule of amounts and respective due dates)

The Case Docket Number TSCA 03-2010-0020
The Site-Specific Superfund Acct. Number _____
The Designated Regional/HQ Program Office _____

TO BE FILLED OUT BY LOCAL FINANCIAL MANAGEMENT OFFICE:

The IFMS Accounts Receivable Control Number _____
If you have any questions call: _____
Name of Contact Date
in the Financial Management Office, phone number: _____

JUDICIAL ORDERS: Copies of this form with an attached copy of the front page of the final judicial order should be mailed to:

- Rosemarie Pacheco
Environmental Enforcement Section
Lands Division, Room 130044
1425 New York Avenue, N.W.
Washington, D.C. 20005
- Originating Office (ORC)
- Designated Program Office

ADMINISTRATIVE ORDERS: Copies of this form with an attached copy of the front page of the administrative order should be sent to:

- Originating Office
- Designated Program Office
- Regional Hearing Clerk

March 23, 2010
A. Young

BEFORE THE UNITED STATES
ENVIRONMENTAL PROTECTION AGENCY
REGION III

In the Matter of:	:	
	:	
Honeywell Resins & Chemicals LLC	:	
4824 Parkway Plaza Blvd.	:	U.S. EPA Dkt. No. TSCA-03-2010-0020
Charlotte, NC 28217	:	
Respondent	:	CONSENT AGREEMENT
	:	
Honeywell Resins & Chemicals LLC	:	Proceeding under Section 16 of the
4101 Bermuda Hundred Road	:	Toxic Substances Control Act,
Chester, VA 23836	:	15 U.S.C. § 2615
	:	
Facility	:	

CONSENT AGREEMENT

I. Preliminary Statement

1. This Consent Agreement is entered into by the Director of the Land and Chemicals Division, U.S. Environmental Protection Agency, Region III ("Complainant"), and Honeywell Resins & Chemicals LLC ("Respondent") pursuant to the authority vested in the Administrator of the U.S. Environmental Protection Agency ("EPA") by Section 16 of the Toxic Substances Control Act ("TSCA"), 15 U.S.C. § 2615, and the Consolidated Rules of Practice Governing the Administrative Assessment of Civil Penalties and the Revocation/Termination or Suspension of Permits, 40 C.F.R. Part 22 ("Consolidated Rules of Practice"), with specific reference to 40 C.F.R. §§ 22.13(b) and 22.18(b)(2) and (3). This Consent Agreement and the accompanying Final Order (collectively referred to herein as the "CAFO") resolve violations of TSCA Sections 6(e) and 15, 15 U.S.C. §§ 2605(e) and 2614, and the Polychlorinated Biphenyls (PCBs) Manufacturing, Processing, Distribution in Commerce, and Use Prohibitions (hereinafter, the "PCB regulations"), 40 C.F.R. Part 761.

II. General Provisions

2. For purposes of this proceeding, Respondent admits the jurisdictional allegations set forth in this CAFO.
3. Except as provided in paragraph 2 above, Respondent neither admits nor denies the factual allegations and legal conclusions set forth in this CAFO.
4. Respondent agrees not to contest the jurisdiction of EPA with respect to the execution of this Consent Agreement, the issuance of the attached Final Order, or the enforcement of

this CAFO.

5. For purposes of this proceeding only, Respondent hereby expressly waives any right to contest any issue of law or fact set forth in this Consent Agreement and any right to appeal the accompanying Final Order.
6. Respondent consents to the issuance of this CAFO and agrees to comply with its terms and conditions.
7. Respondent shall bear its own costs and attorney's fees.

III. Findings of Fact and Conclusions of Law

8. In accordance with 40 C.F.R. §§ 22.13(b) and 22.18(b)(2) and (3) of the Consolidated Rules of Practice, Complainant alleges and adopts the findings of fact and conclusions of law set forth below.
9. As used herein, the terms "PCB," "PCB Container," "PCB Item," "PCB Articles," "PCB Transformer," "Disposal," "Commercial Storer of PCB Waste," "Disposer of PCB Waste," and "PCB Waste" each shall have the definition and meaning set forth in 40 C.F.R. § 761.3.
10. TSCA Section 15(1)(C), 15 U.S.C. § 2614(1)(C), provides that it shall be unlawful for any person to fail or refuse to comply with any rule promulgated or order issued under TSCA Sections 5 or 6, 15 U.S.C. §§ 2604 or 2605.
11. TSCA Section 15(1)(B), 15 U.S.C. § 2614(1)(B), provides that it shall be unlawful for any person to fail or refuse to comply with any requirement prescribed by TSCA Sections 5 or 6.
12. Respondent is a limited liability company organized pursuant to the laws of the State of Delaware.
13. Respondent is a "person" as defined in 40 C.F.R. § 761.3.
14. Respondent, or its corporate predecessors, is, and has, since at least 2004, owned and operated a nylon and plastics manufacturing plant located at 4101 Bermuda Hundred Road, Chester, Virginia (the "Plant").
15. On or about August 14 and 15, 2006, a duly authorized representative ("Inspector") of EPA Region III conducted a compliance evaluation inspection (the "Inspection") at the Respondent's Plant pursuant to the authority of Section 11 of TSCA, 15 U.S.C. § 2610.

16. At the time of the Inspection, Respondent owned four PCB Transformers which were in use at the Plant. These four PCB Transformers were located in two separate substations: Substation J and Substation L. Substation J contained three PCB Transformers identified as TF-103, TF-102, and TF-24 (Serial Nos. SEV 3099-01, PBV 8421-01, and PBV 1014-01, respectively). They contained 334 gallons, 331 gallons, and 449 gallons of "Inerteen," respectively. These three PCB Transformers were enclosed in an outdoor fenced area and in close proximity to one another. The fourth PCB Transformer, TF-32 (Serial No. PCR 87741), was located in Substation L, which is located on the rooftop of building number 26S. It contained 512 gallons of "Inerteen."
17. "Inerteen" is a trade name for a fire resistant electrical insulating fluid containing PCBs at concentrations significantly greater than 500 parts per million ("ppm").
18. In addition to the PCB Transformers described in paragraph 16, above, since at least 2004, Respondent had previously owned, operated and had in use, among others, PCB Transformer TF-033 (Serial No. PCR-40531), which was located in Substation L and was removed from service on January 23, 2006. It contained 1,226 gallons of PCB liquids.
19. Respondent represents that, prior to the commencement of the enforcement proceedings relating to the allegations hereunder, it voluntarily removed and properly disposed of all of the PCB Transformers from the Plant including those identified above.

COUNTS I - IV

(Failure to Prepare and Maintain Complete Records of Visual Inspections)

20. The allegations of paragraphs 1 through 19 of this Consent Agreement are incorporated herein by reference.
21. 40 C.F.R. § 761.30(a)(1)(ix) provides, in relevant part, that:

[a] visual inspection of each PCB Transformer ... in use or stored for reuse shall be performed at least once every 3 months. These inspections may take place at any time during the 3-month periods: January-March, April-June, July-September, and October-December as long as there is a minimum of 30 days between inspections. The visual inspection must include investigation for any leak of dielectric fluid on or around the transformer. ...
22. 40 C.F.R. § 761.30(a)(1)(x) provides, in relevant part, that:

[i]f a PCB Transformer is found to have a leak which results in any quantity of PCBs running off or about to run off the external surface of the transformer, then the transformer must be repaired or replaced to eliminate the source of the leak. In all cases any leaking material must be cleaned up and properly disposed of according to [the]

disposal requirements of subpart D of [40 C.F.R. Part 761]. Cleanup of the released PCBs must be initiated as soon as possible, but in no case later than 48 hours of its discovery. Until appropriate action is completed, any active leak of PCBs must be contained to prevent exposure of humans or the environment and inspected daily to verify containment of the leak. Trenches, dikes, buckets, and pans are examples of proper containment measures.

23. 40 C.F.R. § 761.30(a)(1)(xii) requires, *inter alia*, that:

[r]ecords of inspection and maintenance history shall be maintained at least 3 years after disposing of [a PCB Transformer] and shall be made available for inspection, upon request by EPA. Such records shall contain the following information for each PCB Transformer:

- (A) Its location.
- (B) The date of each visual inspection and the date that [any] leak was discovered, if different from the inspection date.
- (C) The person performing the inspection.
- (D) The location of any leak(s).
- (E) An estimate of the amount of dielectric fluid released from any leak.
- (F) The date of any cleanup, containment, repair, or replacement.
- (G) A description of any cleanup, containment, or repair performed.
- (H) The results of any containment and daily inspection required for uncorrected active leaks.

* * * *

24. From April 2005 through July 2006, Respondent inspected its PCB Transformers monthly rather than quarterly.
25. At the time of the Inspection, Respondent's representatives provided the EPA Inspector with copies of visual inspection records which were prepared and maintained by Respondent to document its visual inspections of the PCB Transformers identified in paragraphs 16 and 18, above, during the period April 2005 through July 2006, as required by 40 C.F.R. § 761.30(a)(1)(xii).
26. Respondent's visual inspection records indicate that PCB Transformer TF-24 (Serial No. PBV 1014-01) was leaking PCB dielectric fluid when it was inspected by Respondent in July 2006, April 2006, November 2005, and August 2005.
27. Respondent's visual inspection records indicate that PCB Transformer TF-102 (Serial No. PBV 8421-01) was leaking PCB dielectric fluid when it was inspected by Respondent in July 2006, June 2006, April 2006, January 2006, November 2005, August 2005, and June 2005.

28. Respondent's visual inspection records indicate that PCB Transformer TF-103 (Serial No. SEV 3099-01) was leaking PCB dielectric fluid when it was inspected by Respondent in July 2006, June 2006, April 2006, and November 2005.
29. Respondent's visual inspection records indicate that PCB Transformer TF-32 (Serial No. PCR 87741) was leaking PCB dielectric fluid when it was inspected by Respondent in March 2006, December 2005, October 2005, September 2005, and July 2005.
30. Respondent's visual inspection records indicate that PCB Transformer TF-033 (Serial No. PCR-40531) was leaking PCB dielectric fluid when it was inspected by Respondent in December 2005, October 2005, September 2005, and July 2005.
31. Pursuant to 40 C.F.R. § 761.30(a)(1)(x), within 48 hours of discovering the leaks referred to in paragraphs 26-30, above, Respondent was required to initiate cleanup and proper disposal of any released PCBs and to repair or replace the transformer to eliminate the source of the leak. Respondent was further required to contain active leaks to prevent exposure of humans or the environment and to inspect transformers daily to verify containment of the leaks.
32. Respondent's visual inspection records, referred to in paragraphs 26-30, above, do not contain the following types of information as required by 40 C.F.R. § 761.30(a)(1)(xii): the specific date of each visual inspection performed; the date when each leak was discovered; an estimate of the amount of dielectric fluid released from each leak; the date of any cleanup, containment, repair or replacement required for each uncorrected active leak; a description of any cleanup, containment, or repair performed; the results of any containment and daily inspection required for each uncorrected active leak; and the name of the person who performed any daily visual inspection required for each uncorrected active leak.
33. Respondent violated TSCA Section 15 and 40 C.F.R. § 761.30(a)(1)(xii) by failing to prepare and maintain visual inspection records containing all of the information required pursuant to 40 C.F.R. § 761.30(a)(1)(xii) for each required quarterly visual inspection of:
 - PCB Transformer TF-24 between August 2005 and July 2006;
 - PCB Transformer TF-102 between June 2005 and July 2006;
 - PCB Transformer TF-103 between November 2005 and July 2006;
 - PCB Transformer TF-32 between July 2005 and March 2006; and,
 - PCB Transformer TF-033 between July 2005 and December 2005.

COUNTS V - VI

(Failure to Inspect Leaking PCB Transformers Daily)

34. The allegations of Paragraphs 1 through 33, above, of this Consent Agreement are incorporated herein by reference.
35. From March 2005 through December of 2006, Respondent did not perform daily visual inspections to confirm containment of the uncorrected or active leaks for PCB Transformers TF-102 and TF-103, located at Substation J, as further described in paragraphs 27 and 28, above.
36. Respondent violated TSCA Section 15 and 40 C.F.R. § 761.30(a)(1)(x) from March 2005 through December 2006 by failing to perform daily visual inspections of PCB Transformers TF-102 and TF-103, located at Substation J, to verify containment of each PCB Transformer leak referenced in paragraphs 27 and 28, above.

COUNTS VII - VIII

(Improper Disposal of PCBs)

37. The allegations of Paragraphs 1 through 36, above, of this Consent Agreement are incorporated herein by reference.
38. Pursuant to 40 C.F.R. § 761.3, "PCB transformer" means any transformer that contains 500 ppm PCBs or greater.
39. Pursuant to 40 C.F.R. § 761.60(a), PCB liquids at concentrations of 500 ppm or greater must be disposed of in an incinerator that complies with 40 C.F.R. § 761.70.
40. 40 C.F.R. § 761.50(a)(4) provides that spills, leaks and other uncontrolled discharges of PCBs at concentrations of 50 ppm or greater constitute the "disposal" of PCBs as that term is defined in 40 C.F.R. § 761.3.
41. Prior to the Inspection, PCB liquids had leaked from PCB Transformer TF-102 (Serial No. PBV 8421-01) causing a dark stain on the concrete pad under the drain valve and on the side of the transformer base near the drain valve of PCB Transformer TF-102. At the time of the Inspection, the stain under PCB Transformer TF-102 measured approximately six inches, at its widest point, by 41 inches.
42. Prior to the Inspection, PCB liquids had leaked from PCB Transformer TF-103 (Serial No. SEV 3099-01) causing a stain on the concrete pad under the drain valve of PCB Transformer TF-103. At the time of the Inspection, the stain under PCB Transformer TF-103 measured approximately seven inches by eight inches.

43. The PCB leaks described in paragraphs 41 and 42, above, were “uncontrolled discharges” of PCBs at concentrations of 50 ppm or greater and constitute disposal of PCBs in a manner not in compliance with 40 C.F.R. § 761.70.
44. By failing to prevent or control the leaks of PCB liquids described in paragraphs 41 and 42, above, Respondent disposed of PCB liquids in violation of TSCA Section 15 and 40 C.F.R. § 761.60(a).

COUNT IX - X

(Failure to Maintain Complete PCB Annual Document Logs)

45. The allegations of Paragraphs 1 through 44, above, of this Consent Agreement are incorporated herein by reference.
46. 40 C.F.R. § 761.180(a) provides, in pertinent part, that:

[b]eginning February 5, 1990, each owner or operator of a facility, other than a commercial storer or a disposer of PCB waste, using or storing at any one time at least 45 kilograms (99.4 pounds) of PCBs contained in PCB Container(s), or one or more PCB Transformers ... shall develop and maintain at the facility ... all annual records and the written annual document log of the disposition of PCBs and PCB Items. The written annual document log must be prepared for each facility by July 1 covering the previous calendar year (January through December). The annual document log shall be maintained for at least 3 years after the facility ceases using or storing PCBs and PCB Items in the quantities prescribed in this paragraph. Annual records (manifests and certificates of disposal) shall be maintained for the same period. The annual records and the annual document log shall be available for inspection at the facility where they are maintained by authorized representatives of EPA during normal business hours, and each owner or operator of a facility subject to these requirements shall know the location of these records.
47. Respondent is not a “commercial storer of PCB waste” or a “disposer of PCB waste” as those terms are defined at 40 C.F.R. § 761.3.
48. 40 C.F.R. § 761.180(a)(2)(viii) requires that the written annual document log contain: “[a] record of each telephone call, or other means of verification agreed upon by both parties, made to each designated commercial storer or designated disposer to confirm receipt of PCB waste transported by an independent transporter, as required by 40 C.F.R. § 761.208.”
49. 40 C.F.R. § 761.208(a)(4) provides that:

[w]hen a generator has employed an independent transporter to transport the PCB waste to a commercial storer or disposer, the generator shall confirm by telephone, or by other means of confirmation agreed to by both parties, that the commercial storer or disposer actually received the manifested waste. The generator shall confirm receipt of the waste by close of business the day after he receives the manifest hand-signed by the commercial storer or disposer, in accordance with paragraph (c)(1)(iv) of this section. ... The generator shall retain a written record of all telephone or other confirmations to be included in the annual document log, in accordance with 40 C.F.R. § 761.180.

50. Respondent employed an independent transporter to transport PCB waste from the Plant to a commercial disposer on the following dates: June 30, 2004 (one shipment), and April 18, 2005 (two shipments).
51. In its annual document logs for the years 2004 and 2005 Respondent did not prepare and/or maintain a record of communications by telephone, or other means agreed upon by both parties, between Respondent and the designated disposer to confirm that the designated disposer actually received the PCB waste transported by the independent transporter as documented on the manifest for each shipment referred to in paragraph 50, above.
52. Respondent violated TSCA Section 15 and 40 C.F.R. § 761.180(a)(2)(viii) by failing to prepare and/or maintain, in the Plant's annual document logs, records of each telephone call to, or other communication with, the designated disposer to confirm its receipt of the three shipments of PCB waste, referred to in paragraph 50, above, which were transported by an independent transporter.

IV. Civil Penalty

53. In settlement of EPA's claims for civil monetary penalties assessable for the violations alleged in this Consent Agreement, Respondent consents to the assessment of a civil penalty in the amount of Forty-Five Thousand Dollars (\$45,000.00), which Respondent agrees to pay in accordance with the terms set forth below. Such civil penalty shall become due and payable immediately upon Respondent's receipt of a true and correct copy of this CAFO, fully executed by the parties, approved by the Regional Administrator or the Regional Judicial Officer, and filed with the Regional Hearing Clerk. In order to avoid the assessment of interest, administrative costs, and late payment penalties in connection with such civil penalty as described in this CAFO, Respondent must pay such civil penalty no later than thirty (30) calendar days after the date on which this CAFO is mailed or hand-delivered to Respondent.
54. The aforesaid settlement amount is consistent with the provisions and objectives of TSCA and 40 C.F.R. Part 761. Complainant has determined the appropriate penalty for

the violations identified and described in this Consent Agreement based upon consideration of a number of factors, including the penalty criteria set forth in Section 16(a)(2)(B) of TSCA, 15 U.S.C. § 2615(a)(2)(B), *i.e.*, the nature, circumstances, extent, and gravity of the violations and, with respect to the violator, ability to pay, effect on ability to continue to do business, any history of prior such violations, degree of culpability, and such other factors as justice may require. These factors were applied to the particular facts and circumstances of this case with specific reference to EPA's *Polychlorinated Biphenyls Penalty Policy* (April 9, 1990). Complainant also has considered the Adjustment of Civil Monetary Penalties for Inflation, 40 C.F.R. Part 19, and the September 21, 2004 memorandum by EPA's Acting Assistant Administrator Thomas V. Skinner entitled, *Modifications to EPA Penalty Policies to Implement the Civil Monetary Penalty Inflation Adjustment Rule* ("*Skinner Memorandum*"). Pursuant to 40 C.F.R. Part 19, and as provided in the *Skinner Memorandum*, penalties for TSCA PCB violations occurring after January 30, 1997 were increased by 10% to account for inflation, not to exceed a \$27,500.00 per violation statutory maximum penalty. Penalties for violations occurring after March 15, 2004 have been increased by an additional 17.23% to account for subsequent inflation, not to exceed a statutory maximum penalty of \$32,500.00 per violation, which was increased to \$37,500.00 effective January 12, 2009.

55. Payment of the civil penalty amount assessed in paragraph 53, above, shall be made by either cashier's check, certified check, or electronic wire transfer, in the following manner:
- A. All payments by Respondent shall reference Respondent's name and address, and the Docket Number of this action, *i.e.*, TSCA-03-2010-0020;
 - B. All checks shall be made payable to "**United States Treasury**";
 - C. All payments made by check and sent by regular mail shall be addressed to:

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

Contact: 513-487-2105
 - D. All payments made by check and sent by overnight delivery service shall be addressed for delivery to:

U.S. Bank

Government Lockbox 979077
U.S. EPA, Fines & Penalties
1005 Convention Plaza
Mail Station SL-MO-C2-GL
St. Louis, MO 63101

Contact: 314-418-1028

- E. All payments made by check in any currency drawn with no USA branches shall be addressed for delivery to:

Cincinnati Finance
U.S. EPA, MS-NWD
26 W.M.L. King Drive
Cincinnati, OH 45268-0000

- F. All payments made by electronic wire transfer shall be directed to:

Federal Reserve Bank of New York
ABA = 021030004
Account No. = 68010727
SWIFT address = FRNYUS33
33 Liberty Street
New York, NY 10045

Field Tag 4200 of the Fedwire message should read:
"D 68010727 Environmental Protection Agency"

- G. All electronic payments made through the Automated Clearinghouse (ACH), also known as Remittance Express (REX), shall be directed to:

US Treasury REX / Cashlink ACH Receiver
ABA = 051036706
Account No.: 310006, Environmental Protection Agency
CTX Format Transaction Code 22 - Checking

Physical location of U.S. Treasury facility:
5700 Rivertech Court
Riverdale, MD 20737
Contact: 301-887-6548 or REX, 1-866-234-5681

- H. On-Line Payment Option:

WWW.PAY.GOV

Enter sfo 1.1 in the search field. Open and complete the form.

- I. Payment by Respondent shall reference Respondent's name and address, and the EPA Docket Number of this CAFO. A copy of Respondent's check or a copy of Respondent's electronic fund transfer shall be sent simultaneously to:

Cheryl L. Jamieson
Senior Assistant Regional Counsel
U.S. Environmental Protection Agency
Region III (Mail Code 3RC30)
1650 Arch Street
Philadelphia, PA 19103-2029

and

Ms. Lydia Guy
Regional Hearing Clerk
U.S. Environmental Protection Agency
Region III (Mail Code 3RC00)
1650 Arch Street
Philadelphia, PA 19103-2029

56. Pursuant to 31 U.S.C. § 3717 and 40 C.F.R. § 13.11, EPA is entitled to assess interest and late payment penalties on outstanding debts owed to the United States and a charge to cover the costs of processing and handling a delinquent claim, as more fully described below. Accordingly, Respondent's failure to make timely payment or to comply with the conditions in this CAFO shall result in the assessment of late payment charges including interest, penalties, and/or administrative costs of handling delinquent debts.
57. Interest on the civil penalty assessed in this CAFO will begin to accrue on the date that a true and correct copy of this CAFO is mailed or hand-delivered to Respondent. However, EPA will not seek to recover interest on any amount of the civil penalty that is paid within thirty (30) calendar days after the date on which such interest begins to accrue. Interest will be assessed at the rate of the United States Treasury tax and loan rate in accordance with 40 C.F.R. § 13.11(a).
58. The costs of the Agency's administrative handling of overdue debts will be charged and assessed monthly throughout the period a debt is overdue. 40 C.F.R. § 13.11(b). Pursuant to Appendix 2 of EPA's *Resources Management Directives - Cash Management*, Chapter 9, EPA will assess a \$15.00 administrative handling charge for

administrative costs on unpaid penalties for the first thirty (30) day period after the payment is due and an additional \$15.00 for each subsequent thirty (30) days the penalty remains unpaid.

59. A late payment penalty of six percent (6%) per year will be assessed monthly on any portion of the civil penalty that remains delinquent more than ninety (90) calendar days. 40 C.F.R. § 13.11(c). The late payment penalty on any portion of the civil penalty that remains delinquent for more than ninety days shall accrue from the first day payment is delinquent. 31 C.F.R. § 901.9(d).
60. Respondent agrees not to deduct for federal tax purposes the civil monetary penalty assessed in this CAFO.

V. Scope of Settlement

61. The settlement set forth in this CAFO shall constitute full and final satisfaction of Complainant's civil claims for penalties for the specific violations alleged herein. Compliance with this CAFO shall not be a defense to any action commenced at any time for any other violation of the federal laws and regulations administered by EPA.

VI. Other Applicable Laws

62. Nothing in this CAFO shall relieve Respondent of its obligation to comply with all applicable federal, state, and local laws and regulations.

VII. Reservation of Rights

63. This Consent Agreement and the accompanying Final Order resolve only EPA's claims for civil monetary penalties for the specific violations of TSCA alleged herein. EPA reserves the right to commence action against any person, including Respondent, in response to any condition which EPA determines may present an imminent and substantial endangerment to the public health, public welfare, or the environment. In addition, this settlement is subject to all limitations on the scope of resolution and to the reservation of rights set forth in Section 22.18(c) of the Consolidated Rules of Practice. Further, EPA reserves any rights and remedies available to it under TSCA, the regulations promulgated thereunder, and any other federal laws or regulations for which EPA has jurisdiction, to enforce the provisions of this CAFO, following its filing with the EPA Regional Hearing Clerk.

VIII. Parties Bound

64. This Consent Agreement and the accompanying Final Order shall apply to and be binding upon the EPA, the Respondent and its officers, directors, employees, successors, agents

and assigns.

IX. Execution

65. The person signing this Consent Agreement on behalf of the Respondent acknowledges and certifies by his/her signature that he/she is fully authorized to enter into this Consent Agreement and to legally bind Respondent to the terms and conditions of this Consent Agreement and the accompanying Final Order.

X. Effective Date

66. The effective date of this Consent Agreement and the accompanying Final Order is the date on which the Final Order, signed by the Regional Administrator of EPA Region III, or his designee, the Regional Judicial Officer, is filed with the EPA Regional Hearing Clerk pursuant to the Consolidated Rules of Practice.

XI. Entire Agreement

67. This Consent Agreement and the accompanying Final Order constitute the entire agreement and understanding of the parties regarding settlement of all claims pertaining to the specific violations alleged herein and there are no representations, warranties, covenants, terms, or conditions agreed upon between the parties other than those expressed in this CAFO.

For Respondent:

Date: _____

By: John P. Anderson 3-1-10
John P. Anderson
Plant Manager


For Complainant:

Date: 3/4/10

By: Cheryl L. Jamieson
Cheryl L. Jamieson
Senior Assistant Regional Counsel

Accordingly, I hereby recommend that the Regional Administrator, or his designee, the Regional Judicial Officer, issue the attached Final Order.

Date: 3/18/10

By: 
Abraham Ferdas, Director
Land and Chemicals Division

**BEFORE THE UNITED STATES
ENVIRONMENTAL PROTECTION AGENCY
REGION III**

In the Matter of:	:	
	:	
Honeywell Resins & Chemicals LLC	:	
4824 Parkway Plaza Blvd.	:	U.S. EPA Dkt. No. TSCA-03-2010-0020
Charlotte, NC 28217	:	
Respondent	:	FINAL ORDER
	:	
Honeywell Resins & Chemicals LLC	:	Proceeding under Section 16 of the
4101 Bermuda Hundred Road	:	Toxic Substances Control Act,
Chester, VA 23836	:	15 U.S.C. § 2615
	:	
Facility	:	

FINAL ORDER

Complainant, the Director of the Waste and Chemicals Management Division, U.S. Environmental Protection Agency (“EPA”), Region III, and Respondent, Honeywell Resins & Chemicals LLC have executed a document entitled “Consent Agreement”, which I ratify as a Consent Agreement in accordance with the *Consolidated Rules of Practice Governing the Administrative Assessment of Civil Penalties and the Revocation/Termination or Suspension of Permits* (“*Consolidated Rules of Practice*”), published at 40 C.F.R. Part 22, with specific reference to Sections 22.13(b) and 22.18(b)(2) and (3). The terms of the foregoing Consent Agreement are accepted by the undersigned and incorporated into this Final Order as if fully set forth at length herein.

NOW, THEREFORE, pursuant to Sections 15 and 16 of TSCA, 15 U.S.C. §§ 2614 and 2615, and the *Consolidated Rules of Practice*, and upon representations in the Consent Agreement that the penalty agreed to therein is based upon a consideration of the factors set forth in Section 16(a)(2)(B) of TSCA, 15 U.S.C. § 2615(a)(2)(B), IT IS HEREBY ORDERED that Respondent pay a civil penalty of Forty-Five Thousand Dollars (\$45,000.00) in the manner set forth in the Consent Agreement and in accordance with the provisions, terms and conditions thereof.

The effective date of this Final Order and the accompanying Consent Agreement is the date on which the Final Order, signed by the Regional Administrator of U.S. EPA, Region III or

by his designee, the Regional Judicial Officer, is filed with the Regional Hearing Clerk of U.S. EPA, Region III.

Date: 3/23/10

By: Renee Sarajian
Renee Sarajian
Regional Judicial Officer
United States Environmental Protection Agency
Region III

**BEFORE THE UNITED STATES
ENVIRONMENTAL PROTECTION AGENCY
REGION III**

In the Matter of: :

Honeywell Resins & Chemicals LLC : **U.S. EPA Docket Number**
4824 Parkway Plaza Blvd. : **TSCA-03-2010-0020**
Charlotte, North Carolina 28217 :
: :
: :
: :
Respondent,

Honeywell Resins & Chemicals LLC :
4101 Bermuda Hundred Road :
Chester, Virginia 23836 :

Facility. :

CERTIFICATE OF SERVICE

I certify that on the date noted below, I sent by Overnight Delivery Service, true and correct copies of the Consent Agreement and Final Order: *In Re: Honeywell Resins & Chemicals LLC, Docket No. TSCA-03-2010-0020*, to the persons and addresses listed below. The original Consent Agreement and Final Order were hand-delivered to the Regional Hearing Clerk, U.S. EPA, Region III.

Nelson Johnson, Esq.
Arnold Porter LLP
399 Park Avenue
New York, New York 10022

John P. Anderson
Honeywell Resins & Chemicals LLC
4101 Bermuda Hundred Road
Chester, Virginia 23836

Date: Mar 23, 2010

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