

OHIO E.P.A.

JUN 22 2016

BEFORE THE

OHIO ENVIRONMENTAL PROTECTION AGENCY

ENTERED DIRECTOR'S JOURNAL

In the Matter of:

Honeywell International, Inc.
101 Columbia Road
Morristown, New Jersey 07962

Respondent

For the Site Known As:

Former Q3 JMC, Inc. Facility
200 Beech Street
Urbana, Champaign County, Ohio

Director's Final
Findings and Orders
Cost Recovery Settlement

I certify this to be a true and accurate copy of the
official documents as filed in the records of the Ohio
Environmental Protection Agency.

By: [Signature] Date: 6-22-16

PREAMBLE

It is hereby agreed to by the Parties as follows:

I. JURISDICTION

1. These agreed Director's Final Findings and Orders ("Orders") are issued to Honeywell International, Inc. ("Respondent") pursuant to the authority vested in the Director of Ohio EPA under Ohio Revised Code ("ORC") §§ 3734.13, 3734.20, 6111.03, and 3745.01. This cost recovery settlement is entered into by the Parties pursuant to Section 107 of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §9607, and ORC §3745.01. Respondent consents to and agrees not to contest Ohio EPA's jurisdiction to issue and enforce these Orders.

II. PARTIES BOUND

2. These Orders shall apply to and be binding upon Respondent and its successors in interest liable under Ohio law.

3. No change in ownership or corporate status of Respondent, including, but not limited to, any transfer of assets or real or personal property, shall in any way alter Respondent's obligations under these Orders.

4. Each signatory to these Orders certifies that he or she is fully authorized to enter into these Orders and to legally bind such Party to these Orders.

III. DEFINITIONS

5. Unless otherwise expressly provided herein, all terms used in these Orders or in any appendices shall have the same meaning as defined in ORC Chapters 3734 and 6111 and the rules promulgated thereunder. Whenever the terms listed below are used in these Orders, or any appendices attached hereto, the following definitions shall apply:

- a. "CERCLA" means the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. § 9601 *et seq.*
- b. "Contaminant" or "contamination" means (1) any "hazardous waste" under ORC § 3734.01(J); (2) any "industrial waste" under ORC § 6111.01(C); and (3) any "other wastes" under ORC § 6111.01(D).
- c. "Day" means a calendar day unless expressly stated to be a business day. "Business day" shall mean a day other than a Saturday, Sunday, or state holiday. In computing any period of time under these Orders, where the last day would fall on a Saturday, Sunday, or state holiday, the period shall run until the close of the next business day.
- d. "Facility" or "Beech Street facility" means the former Q3 JMC, Inc. facility property located at 200 Beech Street in Urbana, Champaign County, Ohio.
- e. "NCP" means the National Oil and Hazardous Substances Pollution Contingency Plan, codified at 40 C.F.R. Part 300 (1990), as amended.
- f. "Ohio EPA" means the Ohio Environmental Protection Agency and its designated representatives.
- g. "Orders" means these Director's Final Findings and Orders attached hereto and incorporated by reference herein.
- h. "Paragraph" means a portion of these Orders identified by an arabic numeral or an uppercase or lowercase letter.
- i. "Parties" means Respondent and Ohio EPA.
- j. "Respondent" means Honeywell International, Inc.

k. "Response Costs" means all costs incurred by Ohio EPA with respect to the Site that are not inconsistent with the NCP, including, but not limited to, payroll costs, contractor costs, travel costs, direct costs, indirect costs, oversight costs, legal and enforcement-related costs, laboratory costs, and the costs of reviewing plans, reports, and other items related to the Site, or otherwise implementing or enforcing these Orders.

l. "Section" means a portion of these Orders identified by a Roman numeral.

m. "Site" means the former Q3 JMC, Inc. facility property located at 200 Beech Street in Urbana, in Urbana, Champaign County, Ohio, where the treatment, storage, and/or disposal of hazardous waste, and/or the placement or discharge into waters of the state of industrial waste or other waste has occurred from the Facility, including any other area where such hazardous wastes, industrial wastes and/or other wastes have migrated or threaten to migrate.

IV. FINDINGS

6. The Director of Ohio EPA has determined the following findings. Nothing in the findings shall be considered to be an admission by Respondent of any matter of law or fact:

a. Q3 JMC Inc. ("Q3 JMC") owned and operated a Plastics Division manufacturing facility, located at 200 Beech Street, Urbana, Champaign County, Ohio (the "Beech Street facility"), beginning on March 8, 1995, when it purchased the Plastics Division and the Beech Street facility from Johnson Industries Corp. (later known as Urbana Holdings Co.), which had owned and operated the Beech Street facility since 1978.

b. Manufacturing processes conducted by Q3 JMC's Plastics Division included custom thermo-setting, encapsulating, and plastic injection molding.

c. Past owners/operators of the Beech Street facility include a wholly owned subsidiary of Honeywell International, Inc. ("Honeywell"), i.e., Grimes Manufacturing Company ("Grimes"), which owned and operated a Plastics Research Division at the Beech Street location from August 1976 through August 1978. Prior to 1976, Grimes leased the property from the previous owner, the Erie-Lackawanna Railroad Company. Grimes had operated at this location since 1942, manufacturing and assembling aviation lighting products.

d. On April 18, 2002, Ohio EPA personnel conducted a field investigation at and around the Beech Street facility. Ground-water

samples were collected from six locations on the southwestern and apparent downgradient side of the Beech Street facility, and from six locations from the northeast and apparent upgradient side of the Beech Street facility. PCE was detected at a concentration of 300 ug/l in Q3GP-5 and 30 ug/l in Q3GP-6. Both locations are on the southwest and apparent downgradient side of the Beech Street facility. PCE was not detected in any of the upgradient samples.

e. In July 2002, Ohio EPA sent letters to Honeywell and Q3 JMC pursuant to § 104(e) of the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) of 1980 requesting detailed information as to processes and operations conducted during their respective occupancies of the Beech Street facility. Q3 JMC responded by affidavit that they have not used chlorinated solvents in any of their processes during their occupancy of the Beech Street facility and did not possess any records of Grimes' previous operations or processes. Q3 JMC's response did not address the time period of 1978 through 1995 during which Johnson Manufacturing Company owned and operated the Beech Street facility.

f. Honeywell responded by affidavit that Grimes conducted operations at the Beech Street facility beginning in 1942. These operations included the manufacture and assembly of aviation lighting components. Honeywell's response indicates that at some point, their operations at the Beech Street facility shifted entirely to the manufacture of plastic products and became the Plastics Research Division which was sold to Johnson Manufacturing Company (which became Johnson Industries Corp.) in 1978, and which was sold by Johnson Industries Corp. (later known as Urbana Holdings Co.) to Q3 JMC, Inc. in 1995.

g. The Beech Street facility is a hazardous waste facility, solid waste facility or other location where hazardous waste was treated, stored, or disposed. Respondent generated contaminants at the Site, and/or directly or indirectly allowed the placement and/or disposal of contaminants at the Site.

h. Conditions at the Site have constituted a substantial threat to public health or safety or are causing or contributing or threatening to cause or contribute to air or water pollution or soil contamination, per ORC § 3734.20(B).

i. The ground water and surface water at the Site are waters of the state, as defined under ORC § 6111.01(H). The migration and threatened migration of tetrachloroethene to soil, ground water or surface water at or from the Site constitutes a discharge of industrial waste or other waste to waters of the state.

- j. Ohio EPA has incurred Response Costs in connection with the Site.

V. GENERAL PROVISIONS

7. Objectives of the Parties

The objectives of the Parties in entering into these Orders are: (a) the reimbursement of Response Costs incurred by Ohio EPA in connection with the Site; and (b) subject to Section X., Reservation of Rights, the resolution of the liability of Respondent to the State of Ohio for conditions at the Site.

8. Commitment of Respondent

Respondent agrees to pay to Ohio EPA the sum of One Hundred Four Thousand, Five Hundred and Ninety Three Dollars and Fourteen Cents (\$104,593.14), as provided in the Reimbursement/Payment of Ohio EPA's Response Costs Section of these Orders, for the reimbursement of Response Costs incurred by Ohio EPA in connection with the Site.

VI. REIMBURSEMENT/PAYMENT OF OHIO EPA's RESPONSE COSTS

9. Reimbursement / Payment by Respondent. Within thirty (30) days of the effective date of these Orders, Respondent shall pay to Ohio EPA the sum of One Hundred Four Thousand, Five Hundred and Ninety Three Dollars and Fourteen Cents (\$104,593.14).

10. Respondent shall remit payment to Ohio EPA pursuant to this Section as follows:

a. Payment shall be made by bank check payable to "Treasurer, State of Ohio" and shall be forwarded to Fiscal Officer, Ohio EPA, P.O. Box 1049, 50 West Town Street, Columbus, Ohio 43216-1049.

b. A copy of the transmittal letter and check shall be sent to the Fiscal Officer, DERR, Ohio EPA, P.O. Box 1049, 50 West Town Street, Columbus, Ohio 43216-1049, Attn: Steve Snyder or his successor.

VII. ACCESS TO INFORMATION

11. Upon request by Ohio EPA, Respondent shall provide, and/or shall use reasonable best efforts to have its contractors or agents provide, to Ohio EPA within fourteen (14) days or as soon as practicable thereafter, access to or

copies of all documents and information within its or its contractors' or agents' possession or control as of the Effective Date of these Orders relating to events or conditions at the Site including, but not limited to, manifests, reports, correspondence, or other documents or information related to the Site.

12. Respondent may assert a claim that documents or other information submitted to Ohio EPA pursuant to these Orders are confidential under the provisions of OAC 3745-49-03 or ORC § 6111.05(A). If no such claim of confidentiality accompanies the documents or other information when submitted to Ohio EPA, the documents or information may be made available to the public without notice to Respondent. No claim of confidentiality shall be made with respect to any Site-related sampling, analytical, or monitoring data in the possession or control of Respondent.

13. Respondent may assert that certain documents or other information are privileged under the attorney-client privilege, the work-product doctrine or other right of non-disclosure recognized by state law. If Respondent makes such an assertion, Respondent shall identify the date, subject, author and known recipients of the privileged document or information, the privilege being asserted by Respondent, and the grounds upon which the assertion is made.

14. Respondent shall preserve for the duration of these Orders and for a minimum of ten (10) years after termination of these Orders, one (1) complete set of all non-privileged Site-related documents in possession or control of Respondent (or its contractors or agents) as of the Effective Date of these Orders, notwithstanding any document retention policy to the contrary. Respondent may preserve such documents by microfiche or other electronic or photographic device. At the conclusion of this document retention period, Respondent shall notify Ohio EPA at least sixty (60) days prior to the destruction of these non-privileged documents or other information; and upon request, shall deliver such non-privileged documents and other information to Ohio EPA.

VIII. MODIFICATIONS

15. These Orders may be modified only by agreement of the Parties. Modifications shall be in writing, signed by an authorized representative of Respondent and by the Director, and shall be effective on the date entered in the Journal of the Director of Ohio EPA.

IX. OTHER CLAIMS

16. Nothing in these Orders shall constitute or be construed as a release from any claim, cause of action, or demand in law or equity against any person, firm, partnership, or corporation not a party to these Orders, for any liability arising from, or related to, events or conditions at the Site.

X. RESERVATION OF RIGHTS

17. Ohio EPA reserves the right to seek legal and/or equitable relief to recover response costs incurred by Ohio EPA with respect to the Site after the effective date of these Orders, to seek injunctive relief for conditions with respect to the Site that exist after the effective date of these Orders, and/or to enforce the terms and conditions of these Orders, including penalties against Respondent for noncompliance with these Orders.

18. Except as provided herein, Respondent reserves any and all rights it may have to raise any legal or equitable defense in any action brought by or on behalf of Ohio EPA to recover response costs incurred by Ohio EPA with respect to the Site after the effective date of these Orders, to seek injunctive relief for conditions with respect to the Site that exist after the effective date of these Orders, and/or to enforce the terms and conditions of these Orders.

19. Respondent reserves any and all rights, claims, demands and causes of action it may have against any and all persons and entities who are not parties to these Orders, including rights of contribution against any other parties who may be liable for actual or threatened releases of contaminants at the Site.

XI. CONTRIBUTION AND AGREEMENT NOT TO REFER

20. With respect to matters addressed in these Orders, the Parties agree that these Orders constitute an administrative settlement for purposes of CERCLA sections 113(f)(2) and 113(f)(3)(B), 42 U.S.C. §§ 9613(f)(2) and 9613(f)(3)(B), pursuant to which Respondent has resolved its liability to the State with respect to the Site, and that Respondent is entitled to contribution protection and contribution rights as of the effective date of these Orders as to any liable persons who are not parties to these Orders, as provided by CERCLA sections 113(f)(2) and 113(f)(3)(B), 42 U.S.C. §§ 9613(f)(2) and 9613(f)(3)(B), provided that Respondent complies with these Orders. The "matters addressed" in these Orders are all response costs incurred by Ohio EPA with respect to the Site prior to the effective date of these Orders.

21. Provided Respondent complies with these Orders, Ohio EPA agrees not to refer to the Ohio Attorney General's Office for enforcement or to take administrative enforcement action against Respondent for payment or reimbursement of Response Costs incurred by Ohio EPA with respect to the Site prior to the effective date of these Orders.

XII. TERMINATION

22. Respondent's obligations under these Orders shall terminate upon Ohio EPA's receipt of payment from Respondent in accordance with these Orders.

The termination of Respondent's obligations under these Orders shall not terminate the parties' rights or obligations under the Reservation of Rights, Access to Information, Other Claims, and Contribution and Agreement Not to Refer sections of these Orders.

XIII. WAIVER AND AGREEMENT

23. In order to resolve disputed claims, without admission of fact, violation, or liability, Respondent consents to the issuance of these Orders, and agrees to comply with these Orders.

24. Respondent hereby waives the right to appeal or to otherwise seek administrative or judicial review of the issuance, terms and conditions, and service of these Orders either in law or equity.

25. Notwithstanding the limitations herein on Respondent's right to appeal or seek administrative or judicial review, Ohio EPA and Respondent agree that if these Orders are appealed by any other party to the Environmental Review Appeals Commission or any court, Respondent retains the right to intervene and participate in such appeal. In such event, Respondent shall continue to comply with these Orders notwithstanding such appeal and intervention unless these Orders are stayed, vacated or modified.

XIV. EFFECTIVE DATE

26. The effective date of these Orders shall be the date these Orders are entered in the Journal of the Director of Ohio EPA.

XV. SIGNATORY AUTHORITY

27. Each undersigned representative of a Party to these Orders certifies that he or she is fully authorized to enter into these Orders and to legally bind such Party to these Orders.

IT IS SO ORDERED AND AGREED:

OHIO ENVIRONMENTAL PROTECTION AGENCY



Craig W. Butler, Director
Ohio Environmental Protection Agency

JUN 22 2016

Date

IT IS SO AGREED:

Honeywell International, Inc.

BY: 

John J. Morris

May 20, 2016

Printed name

Date

Global Remediation Director

Title