STATE OF LOUISIANA

DEPARTMENT OF ENVIRONMENTAL QUALITY

IN THE MATTER OF:	*	**Settlement Tracking No.**
	*	**SA-SE-16-0016**
HONEYWELL INTERNATIONAL INC. *		
	*	**Enforcement Tracking No.**
AI # 289	*	**SE-CN-09-0299**
	*	
PROCEEDINGS UNDER THE LOUISIANA	*	
ENVIRONMENTAL QUALITY ACT	*	**Docket No. 2011-4272-EQ**
LA. R.S. 30:2001, ET SEQ.	*	

SETTLEMENT

The following Settlement is hereby agreed to between Honeywell International Inc. ("Respondent") and the Department of Environmental Quality ("DEQ" or "the Department"), under authority granted by the Louisiana Environmental Quality Act, La. R.S. 30:2001, et seq. ("the Act").

I

Respondent is a corporation that owns and/or operates a solid waste disposal facility located in East Baton Rouge Parish, Louisiana ("the Facility").

II

On December 30, 2009, the Department issued to Respondent a Consolidated Compliance Order & Notice of Potential Penalty, Enforcement No. SE-CN-09-0299, which was based upon the following findings of fact:

"The Respondent owns and/or operates a facility known as Honeywell International Baton Rouge Plant located at the corner of Lupine and Ontario Street in Baton Rouge, East Baton Rouge Parish, Louisiana. The Site operates a solid waste disposal unit under standard permit P-0081.

On or about August 26, 2009, an inspection was conducted by representatives of the Department which revealed the following violations:

A. The Respondent has failed to adhere to the facility's permitted capacity, in violation of standard permit P-0081, section 6.4.3.B.1.e and LAC 33:VII.901.A. Specifically, the permitted capacity listed in the approved standard permit is 54,600 cubic yards. The closure plan states the current volume of waste is 313,880 cubic yards.

B. The Respondent has failed to maintain the fifty (50) foot buffer zone from the property line, in violation of standard permit P-0081, section 7.3.1.C.4, LAC 33:VII.709.B.3.a and LAC 33:VII.901.A. Specifically, a request for a waiver from the two hundred (200) foot buffer zone requirement was included in the facility's original permit application and approved as part of the original 1986 permit. An alternate fifty (50) foot buffer zone was required. During the August 26, 2009 inspection, it was noted that waste had been deposited approximately fifteen (15) feet into the buffer zone and an access road has been built on top of the waste.

C. The Respondent instituted modifications to the standard permit without written approval of the administrative authority, in violation of LAC 33:VII.517.C. Specifically, in correspondence dated June 2, 1995, the Respondent proposed to construct a geogrid wrap-around wall along the south-east side of the impoundments. Correspondence from the Department on August 16, 1995, states the modifications to the outer berm wall must be addressed in the closure plan. However, the closure plan has not been approved. In a modification dated May 1, 1997, the Respondent indicated that the work had been completed in 1996."

III

In response to the Consolidated Compliance Order & Notice of Potential Penalty, Respondent made a timely request for a hearing.

IV

Respondent denies it committed any violations or that it is liable for any fines, forfeitures and/or penalties.

V

Nonetheless, Respondent, without making any admission of liability under state or federal statute or regulation, agrees to pay, and the Department agrees to accept, a payment in the amount of TWENTY ONE THOUSAND SIX HUNDRED AND NO/100 DOLLARS ($21,600.00), of which One Thousand Twenty-Six and 23/100 Dollars ($1,026.23) represents the Department's enforcement costs, in settlement of the claims set forth in this agreement. The total amount of money expended by Respondent on cash payments to the Department as described above, shall be considered a civil penalty for tax purposes, as required by La. R.S. 30:2050.7(E)(1).

VI

Respondent further agrees that the Department may consider the inspection report(s)/permit record(s), Consolidated Compliance Order & Notice of Potential Penalty and this Settlement for the purpose of determining compliance history in connection with any future enforcement or permitting action by the Department against Respondent, and in any such action Respondent shall be estopped from objecting to the above-referenced documents being considered as proving the violations alleged herein for the sole purpose of determining Respondent's compliance history.

VII

This agreement shall be considered a final order of the Secretary for all purposes, including, but not limited to, enforcement under La. R.S. 30:2025(G)(2), and Respondent hereby waives any right to administrative or judicial review of the terms of this agreement, except such review as may be required for interpretation of this agreement in any action by the Department to enforce this agreement.

VIII

This settlement is being made in the interest of settling the state's claims and avoiding for both parties the expense and effort involved in litigation or an adjudicatory hearing. In agreeing to the compromise and settlement, the Department considered the factors for issuing civil penalties set forth in La. R. S. 30:2025(E) of the Act.

IX

As required by law, the Department has submitted this Settlement Agreement to the Louisiana Attorney General for approval or rejection. The Attorney General's concurrence is appended to this Settlement Agreement.

X

The Respondent has caused a public notice advertisement to be placed in the official journal of the parish governing authority in East Baton Rouge Parish, Louisiana. The advertisement, in form and wording approved by the Department, announced the availability of this settlement for public view and comment and the opportunity for a public hearing. Respondent has submitted an original proof-of-publication affidavit and an original public notice to the Department and, as of the date this Settlement is executed on behalf of the Department, more than forty-five (45) days have elapsed since publication of the notice.

XI

Payment is to be made within thirty (30) days from notice of the Secretary's signature. If payment is not received within that time, this Agreement is voidable at the option of the Department. Payments are to be made by check, payable to the Department of Environmental Quality, and mailed or delivered to the attention of Accountant Administrator, Financial Services Division, Department of Environmental Quality, Post Office Box 4303, Baton Rouge, Louisiana, 70821-4303. Each payment shall be accompanied by a completed Settlement Payment Form (Exhibit A).

XII

In consideration of the above, any claims for penalties are hereby compromised and settled in accordance with the terms of this Settlement.

XIII

Each undersigned representative of the parties certifies that he or she is fully authorized to execute this Settlement Agreement on behalf of his or her respective party, and to legally bind such party to its terms and conditions.

HONEYWELL INTERNATIONAL INC.

BY: _____
(Signature)

_____
(Printed)

TITLE: _____

THUS DONE AND SIGNED in duplicate original before me this _____ day of _____, 20 _____, at _____.

_____
NOTARY PUBLIC (ID #_____)

_____
(stamped or printed)

LOUISIANA DEPARTMENT OF ENVIRONMENTAL QUALITY
Chuck Carr Brown, Ph.D., Secretary

BY: _____
Lourdes Iturralde, Assistant Secretary
Office of Environmental Compliance

THUS DONE AND SIGNED in duplicate original before me this _____ day of _____, 20_____, at Baton Rouge, Louisiana.

_____
NOTARY PUBLIC (ID # _____)

_____
(stamped or printed)

Approved: _____
Lourdes Iturralde, Assistant Secretary