

**UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 3
Philadelphia, Pennsylvania 19103**

FILED

Jul 09, 2026

3:35 pm

**U.S. EPA REGION 3
HEARING CLERK**

In the Matter of:	:
	:
DANIEL'S FARM STORE	: U.S. EPA Docket No. CAA-03-2026-0077
324 GLENBROOK ROAD	:
LEOLA, PA 17540	: Proceeding under Section 113(a) of the Clean
	: Air Act, 42 U.S.C. § 7413(a)
Respondent.	:
	:

CONSENT AGREEMENT

PRELIMINARY STATEMENT

1. This Consent Agreement is entered into by the Director of the Enforcement and Compliance Assurance Division, U.S. Environmental Protection Agency, Region 3 ("Complainant") and Daniel's Farm Store ("Respondent") (collectively the "Parties"), pursuant to Section 113(a) of the Clean Air Act, 42 U.S.C. § 7413(a), and the Consolidated Rules of Practice Governing the Administrative Assessment of Civil Penalties and the Revocation, Termination or Suspension of Permits ("Consolidated Rules of Practice"), 40 C.F.R. Part 22. Section 113(a) of the Clean Air Act authorizes the Administrator of the U.S. Environmental Protection Agency to assess penalties and undertake other actions required by this Consent Agreement. The Administrator has delegated this authority to the Regional Administrator who, in turn, has delegated the authority to enter into agreements concerning administrative penalties to the Complainant. This Consent Agreement and the attached Final Order (hereinafter jointly referred to as the "Consent Agreement and Final Order") resolve Complainant's civil penalty claims against Respondent under the Clean Air Act, 42 U.S.C. § 7401 *et seq.* ("CAA"), for the violations alleged herein.
2. In accordance with 40 C.F.R. §§ 22.13(b) and 22.18(b)(2) and (3) of the Consolidated Rules of Practice, Complainant hereby simultaneously commences and resolves this administrative proceeding.

JURISDICTION

3. The U.S. Environmental Protection Agency ("EPA") has jurisdiction over the above-captioned matter, as described in Paragraph 1, above.

4. The Consolidated Rules of Practice govern this administrative adjudicatory proceeding pursuant to 40 C.F.R. § 22.1(a)(2).

GENERAL PROVISIONS

5. For purposes of this proceeding only, Respondent admits the jurisdictional allegations set forth in this Consent Agreement and Final Order.
6. Except as provided in Paragraph 5, above, Respondent neither admits nor denies the specific factual allegations set forth in this Consent Agreement.
7. Respondent agrees not to contest the jurisdiction of the EPA with respect to the execution of this Consent Agreement, the issuance of the attached Final Order, or the enforcement of this Consent Agreement and Final Order.
8. For purposes of this proceeding only, Respondent hereby expressly waives its right to contest the allegations set forth in this Consent Agreement and Final Order and waives its right to appeal the accompanying Final Order.
9. Respondent consents to the assessment of the civil penalty stated herein, to the issuance of any specified compliance order herein, and to any conditions specified herein.
10. Respondent shall bear its own costs and attorney's fees in connection with this proceeding.
11. By signing this Consent Agreement, Respondent waives any rights or defenses that respondent has or may have for this matter to be resolved in federal court, including but not limited to any right to a jury trial, and waives any right to challenge the lawfulness of the Final Order accompanying the Consent Agreement.

FINDINGS OF FACT AND CONCLUSIONS OF LAW

12. 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 immediately below.

Clean Air Act and New Source Performance Standards

13. The purpose of the CAA is to protect and enhance the quality of the nation's air resources so as to promote the public health and welfare and the productive capacity of its population. CAA Section 101(b)(1), 42 U.S.C. § 7401(b)(1).

14. Pursuant to Section 111(b) of the CAA, 42 U.S.C. § 7411(b), EPA has promulgated New Source Performance Standards ("NSPS") for specified categories of stationary sources of air pollutants that are "new sources."
15. "New source" is defined as "a stationary source, the construction or modification of which is commenced after the publication of regulations (or, if earlier, proposed regulations) prescribing a standard of performance under this section which will be applicable to such source." 42 U.S.C. § 7411(a)(2).
16. A "stationary source" is defined as including "buildings, structures, facilities or installations that emit or may emit any air pollutant." 42 U.S.C. § 7411(a)(3).
17. NSPS regulations apply to the owner or operator of any stationary source that contains an "affected facility," the construction or modification of which is commenced after the date of publication of an NSPS (or, if earlier, the date of publication of any proposed standard) applicable to that facility. 40 C.F.R. § 60.1.
18. "Affected facility" is defined, with reference to a stationary source, as any apparatus to which an NSPS is applicable. 40 C.F.R. § 60.2.
19. Section 111(e) of the CAA, 42 U.S.C. § 7411(e), prohibits the operation of any "new source" of air pollutants in violation of an NSPS applicable to such source. Thus, a violation of an NSPS requirement is a violation of Section 111(e) of the CAA.

New Residential Wood Heater NSPS

20. Pursuant to pursuant to Section 111(b)(1)(A) of the CAA, the EPA promulgated the NSPS for New Residential Wood Heaters at 40 C.F.R. Part 60, Subpart AAA ("Wood Heater NSPS"). See 53 Fed. Reg. 5,860 (Feb. 26, 1988). The EPA updated the Wood Heater NSPS in 2015. See Standards of Performance for New Residential Wood Heaters, New Residential Hydronic Heaters and Forced-Air Furnaces, 80 Fed. Reg. 13672 (Mar. 16, 2015).
21. According to 40 C.F.R. § 60.530(a), the Wood Heater NSPS applies to persons and entities who manufacture, sell, offer for sale, import for sale, distribute, offer to distribute, introduce or deliver for introduction into commerce in the United States, or install or operate an affected wood heater.
22. Section 302(e) of the CAA, 42 U.S.C. § 7602, defines "person" to include an individual, corporation, partnership, or association.
23. 40 C.F.R. § 60.531 provides, in pertinent part, that a "wood heater" is an "enclosed, wood burning appliance capable of and intended for residential space heating or space heating and domestic water heating..."

24. 40 C.F.R. § 60.530 defines “affected wood heater” to include each adjustable burn rate wood heater, single burn rate wood heater, and pellet stove manufactured on or after July 1, 1988, with a current EPA certificate of compliance issued prior to May 15, 2015 according to the certification procedures in effect in Subpart AAA at the time of certification, and all other residential wood heaters as defined in § 60.531 that are manufactured or sold on or after May 15, 2015, and that are not otherwise exempt under Subpart AAA.
25. 40 C.F.R. § 60.530(b) provides, in pertinent part, that each “affected wood heater must comply with the provisions of this subpart unless exempted under paragraphs (b)(1) through (b)(6) of this section.”
26. 40 C.F.R. § 60.530(b)(4) provides that “Cook stoves as defined in § 60.531 are exempt from the applicable emission limits of § 60.532 and the requirements of § 60.533.”
27. 40 C.F.R. § 60.531 provides, in pertinent part, that a “cook stove” is a “wood-fired appliance that is designed, marketed and warranted primarily for cooking food and that” includes, among other elements, “(1) An oven, with volume of 0.028 cubic meters (1 cubic foot) or greater, and an oven rack; (2) A device for measuring oven temperatures...”
28. 40 C.F.R. § 60.531 defines “commercial owner” to mean “any person who owns or controls a wood heater in the course of the business of the manufacture, importation, distribution (including shipping and storage), or sale of the wood heater.”
29. Under 40 C.F.R. § 60.531, “sale” is defined as the transfer of ownership or control.

Prohibited Acts

30. Under 40 C.F.R. § 60.538(a), no person is permitted to advertise for sale, offer for sale, sell or operate an affected wood heater that, pertinent to this matter, does not have affixed to it a permanent label that meets the requirements of 40 C.F.R. § 60.536(b) through (e), as applicable.
31. 40 C.F.R. § 60.538(c) also prohibits commercial owners from advertising for sale, offering for sale, selling or operating affected wood heaters unless they are properly labeled as complying with pertinent emissions standards.
32. 40 C.F.R. § 60.536(b) specifies the permanent label requirements for adjustable burn rate wood heaters and pellet stoves, including in relevant part, statements certifying that the labeled wood heater complies with 2015 or 2020 particulate emission standards, while 40 C.F.R. § 60.536(d) requires an additional statement regarding inspection and repair for proper operation.
33. Under 40 C.F.R. § 60.532(b), unless otherwise exempted, each affected wood heater sold at retail on or after May 15, 2020, must be certified not to discharge into the

atmosphere any gases that contain particulate matter in excess of a weighted average of 2.0g/hr (0.0044 lb/hr)—the 2020 particulate emission standard.

Daniel's Farm Store

34. Daniel's Farm Store is a limited liability corporation organized under the laws of Commonwealth of Pennsylvania. Based on information available to the EPA, at times relevant to the violations alleged herein, Respondent's business has included selling wood gasification boilers (wood heaters) and cook stoves.
35. Respondent is a 'person' as that term is defined in Section 302 of the CAA, 42 U.S.C. § 7602(e), and is subject to the assessment of civil penalties for the violations alleged herein.
36. Respondent is and, at all times relevant to the violations alleged herein, was the owner and operator of a facility located at 324 Glenbrook Road, Leola, PA 17540.

EPA's Investigation

37. Pursuant to Section 114(a) of the CAA, 42 U.S.C. § 7414(a), on July 22, 2024, the EPA issued a request for information letter to Respondent to determine compliance with the with applicable standards and requirements under the CAA (the "2024 RFI").
38. On and after July 23, 2024, Respondent responded to the 2024 RFI including with the provision of information, documents and data responsive to specific requests ("RFI Response").
39. On April 24, 2025, the EPA issued to Respondent a Notice to Show Cause Letter identifying the violations alleged herein.
40. On May 19, 2025, Respondent and the EPA held a virtual meeting to discuss the alleged violation.

Count I

**Sale of Wood Heater Without Required Label
(40 C.F.R. § 60.538(a))**

41. The information and allegations in the preceding paragraphs of this Consent Agreement are incorporated herein by reference.
42. 40 C.F.R. § 60.538(a) requires that, pertinent to this matter, each wood heater sold after May 15, 2015 must have affixed to it a permanent label pursuant to 40 C.F.R. § 60.536 (b) through (e), as applicable.
43. In its RFI Response, Respondent provided information showing that, from at least August 2020 through June 2024, it sold 56 fifty-six (56) "Flameview Heaters"

("Flameview Units"). According to documents provided by Respondent and its RFI Response, the Flameview Units did not contain an oven, of any size, nor a device for measuring oven temperatures. As such, each of the Flameview Units constitute wood heaters, within the meaning of 40 C.F.R. § 60.531, and do not qualify as cook stoves, within the meaning 40 C.F.R. § 60.531.

44. Each of the Flameview Units sold by Respondent did not have a permanent label that complied with the requirements of 40 C.F.R. § 60.538(a).
45. In failing to comply with 40 C.F.R. § 60.538(a), Respondent violated Section 111(e) of the CAA, 42 U.S.C. § 7411(e), and is subject to an enforcement action pursuant to Section 113(a)(3) of the CAA, 42 U.S.C. § 7413(a)(3), including the assessment of penalties under CAA Section 113(d).

CIVIL PENALTY

46. In settlement of the EPA's claims for civil penalties for the violations alleged in this Consent Agreement, Respondent consents to the assessment of a civil penalty in the amount of **forty-eight thousand six hundred and forty-nine dollars (\$48,649)** ("Assessed Penalty"), which Respondent shall be liable to pay in accordance with the terms set forth below.
47. In determining the amount of the Assessed Penalty, EPA has taken into account the factors specified in Section 113(e)(1) of the CAA, 42 U.S.C. § 7413(e)(1).
48. Respondent agrees to pay the Assessed Penalty within thirty (30) days of the Effective Date of this Consent Agreement and Final Order.
49. Respondent shall pay the Assessed Penalty and any interest, fees, and other charges due using one of the electronic payment options provided on the EPA website: <https://www.epa.gov/financial/makepayment>. For additional instructions relating to electronic payment options, see: <https://www.epa.gov/financial/additional-instructions-making-payments-epa>. Respondent acknowledges that EPA has provided adequate notification that, prior to the Effective Date, in accordance with Executive Order 14247: Modernizing Payments To and From America's Bank Account, EPA ceased accepting paper checks as a form of payment of civil penalties and EPA only accepts specific electronic methods of payments as provided on the above website.
50. When making a payment, Respondent shall:
 - a. Identify every payment with Respondent's name and the docket number of this Consent Agreement, CAA-03-2026-0077,
 - b. Concurrently with any payment or within 24 hours of any payment, Respondent shall serve Proof of Payment simultaneously **by email** to the following person(s):

Andrew Ingersoll
Assistant Regional Counsel
ingersoll.andrew@epa.gov,

U.S. Environmental Protection Agency
Cincinnati Finance Center
CINWD_AcctsReceivable@epa.gov,

and

U.S. EPA Region 3 Regional Hearing Clerk
R3_Hearing_Clerk@epa.gov.

“Proof of Payment” means, as applicable, a copy of the check, confirmation of credit card or debit card payment, or confirmation of wire or automated clearinghouse transfer, and any other information required to demonstrate that payment has been made according to the EPA requirements, in the amount due, and identified with the appropriate docket number and Respondent’s name.

51. Interest, Charges, and Penalties on Late Payments. Pursuant to 42 U.S.C. § 7413(d)(5), 31 U.S.C. § 3717, 31 C.F.R. § 901.9, and 40 C.F.R. § 13.11, if Respondent fails to timely pay any portion of the Assessed Penalty per this Consent Agreement, the entire unpaid balance of the Assessed Penalty and all accrued interest shall become immediately due and owing, and the EPA is authorized to recover the following amounts.

a. Interest. Interest begins to accrue from the Effective Date. If the Assessed Penalty is paid in full within thirty (30) days, interest accrued is waived. If the Assessed Penalty is not paid in full within thirty (30) days, interest will continue to accrue until any unpaid portion of the Assessed Penalty as well as any interest, penalties, and other charges are paid in full. Per 42 U.S.C. § 7524(c)(6), interest will be assessed pursuant to 26 U.S.C. § 6621(a)(2), that is the IRS standard underpayment rate, equal to the Federal short-term rate plus 3 percentage points.

b. Handling Charges. The United States’ enforcement expenses including, but not limited to, attorneys’ fees and costs of handling collection.

c. Late Payment Penalty. A ten percent (10%) quarterly non-payment penalty.

52. Late Penalty Actions. In addition to the amounts described in the prior Paragraph, if Respondent fails to timely pay any portion of the Assessed Penalty per this Consent Agreement, the EPA may take additional actions. Such actions the EPA may take include, but are not limited to, the following.

- a. Refer the debt to a credit reporting agency or a collection agency, per 40 C.F.R. §§ 13.13 and 13.14.
 - b. Collect the debt by administrative offset (i.e., the withholding of money payable by the United States government to, or held by the United States government for, a person to satisfy the debt the person owes the United States government), which includes, but is not limited to, referral to the Internal Revenue Service for offset against income tax refunds, per 40 C.F.R. Part 13, Subparts C and H.
 - c. Suspend or revoke Respondent's licenses or other privileges, or suspend or disqualify Respondent from doing business with the EPA or engaging in programs the EPA sponsors or funds, per 40 C.F.R. § 13.17.
 - d. Request that the Attorney General bring a civil action in the appropriate district court to enforce the Final Order and recover the full remaining balance of the Assessed Penalty, in addition to interest and the amounts described above, pursuant to 42 U.S.C. § 7413(d)(5). In any such action, the validity, amount, and appropriateness of the Assessed Penalty and Final Order shall not be subject to review.
53. Allocation of Payments. Pursuant to 31 C.F.R. § 901.9(f) and 40 C.F.R. § 13.11(d), a partial payment of debt will be applied first to outstanding handling charges, second to late penalty charges, third to accrued interest, and last to the principal that is the outstanding Assessed Penalty amount.
54. Tax Treatment of Penalties. Penalties, interest, and other charges paid pursuant to this Consent Agreement shall not be deductible for purposes of federal taxes.
55. The Parties consent to service of the Final Order by e-mail at the following valid email addresses: ingersoll.andrew@epa.gov (for Complainant), and doug.lehman@lehmanlawoffices.com (for Respondent).
56. Pursuant to 26 U.S.C. § 6050X and 26 C.F.R. § 1.6050X-1, the EPA is required to send to the IRS annually, a completed IRS Form 1098-F ("Fines, Penalties, and Other Amounts") with respect to any court order or settlement agreement (including administrative settlements), that require a payor to pay an aggregate amount that the EPA reasonably believes will be equal to, or in excess of, \$50,000 for the payor's violation of any law or the investigation or inquiry into the payor's potential violation of any law, including amounts paid for "restitution or remediation of property" or to come "into compliance with a law." The EPA is further required to furnish a written statement, which provides the same information provided to the IRS, to each payor (i.e., a copy of IRS Form 1098-F). Failure to comply with providing IRS Form W-9 or Tax Identification Number ("TIN"), as described below, may subject Respondent to a penalty, per 26 U.S.C. § 6723, 26 U.S.C. § 6724(d)(3), and 26 C.F.R. § 301.6723-1. In order to provide the EPA with sufficient information to enable it to fulfill these obligations, the EPA herein requires,

and Respondent herein agrees, that:

- a. Respondent shall complete an IRS Form W-9 ("Request for Taxpayer Identification Number and Certification"), which is available at <https://www.irs.gov/pub/irs-pdf/fw9.pdf>;
- b. Respondent shall therein certify that its completed IRS Form W-9 includes Respondent's correct TIN or that Respondent has applied and is waiting for issuance of a TIN;
- c. Respondent shall email its completed Form W-9 to the EPA's Cincinnati Finance Center at henderson.jessica@epa.gov, within 30 days after the Final Order ratifying this Consent Agreement is filed, and the EPA recommends encrypting IRS Form W-9 email correspondence; and
- d. In the event that Respondent has certified in its completed IRS Form W-9 that it has applied for a TIN and that TIN has not been issued to Respondent within 30 days after the effective date, then Respondent, using the same email address identified in the preceding sub-paragraph, shall further:
 - i. notify the EPA's Cincinnati Finance Center of this fact, via email, within 30 days after the 30 days after the Effective Date of the Final Order per Paragraph 63; and
 - ii. provide the EPA's Cincinnati Finance Center with Respondent's TIN, via email, within five (5) days of Respondent's issuance and receipt of the TIN.

GENERAL SETTLEMENT CONDITIONS

57. By signing this Consent Agreement, Respondent acknowledges that this Consent Agreement and Final Order will be available to the public and represents that, to the best of Respondent's knowledge and belief, this Consent Agreement and Final Order does not contain any confidential business information or personally identifiable information from Respondent.
58. Respondent certifies that any information or representation it has supplied or made to the EPA concerning this matter was, at the time of submission true, accurate, and complete and that there has been no material change regarding the truthfulness, accuracy or completeness of such information or representation. The EPA shall have the right to institute further actions to recover appropriate relief if the EPA obtains evidence that any information provided and/or representations made by Respondent to the EPA regarding matters relevant to this Consent Agreement and Final Order, **including information about Respondent's ability to pay a penalty**, are false or, in any material respect, inaccurate. This right shall be in addition to all other rights and causes of action

that the EPA may have, civil or criminal, under law or equity in such event. Respondent and its officers, directors and agents are aware that the submission of false or misleading information to the United States government may subject a person to separate civil and/or criminal liability.

CERTIFICATION OF COMPLIANCE

59. Respondent certifies to the EPA, upon personal investigation and to the best of its knowledge and belief, that it currently is in compliance with regard to the violations alleged in this Consent Agreement.

OTHER APPLICABLE LAWS

60. Nothing in this Consent Agreement and Final Order shall relieve Respondent of its obligation to comply with all applicable federal, state, and local laws and regulations, nor shall it restrict the EPA's authority to seek compliance with any applicable laws or regulations, nor shall it be construed to be a ruling on the validity of any federal, state or local permit. This Consent Agreement and Final Order does not constitute a waiver, suspension or modification of the requirements of the Clean Air Act, or any regulations promulgated thereunder.

RESERVATION OF RIGHTS

61. This Consent Agreement and Final Order resolves only the EPA's claims for civil penalties for the specific violation alleged against Respondent in this Consent Agreement and Final Order. The EPA reserves the right to commence action against any person, including Respondent, in response to any condition which the EPA determines may present an imminent and substantial endangerment to the public health, public welfare, or the environment. 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, 40 C.F.R. § 22.18(c). The EPA reserves any rights and remedies available to it under the Clean Air Act, the regulations promulgated thereunder and any other federal law or regulation to enforce the terms of this Consent Agreement and Final Order after its effective date.

EXECUTION /PARTIES BOUND

62. This Consent Agreement and Final Order shall apply to and be binding upon the EPA, the Respondent and the officers, directors, employees, contractors, successors, agents and assigns of Respondent. By providing the signature below, the person who signs this Consent Agreement on behalf of Respondent is acknowledging that the person signing is fully authorized by the Respondent to execute this Consent Agreement and to legally bind Respondent to the terms and conditions of this Consent Agreement and Final Order.

EFFECTIVE DATE

63. The effective date of this Consent Agreement and Final Order ("Effective Date") is the date on which the Final Order, signed by the Regional Administrator of the EPA, Region 3, or the Regional Administrator's designee, the Regional Judicial Officer, is filed along with the Consent Agreement with the Regional Hearing Clerk pursuant to the Consolidated Rules of Practice.

ENTIRE AGREEMENT

64. This Consent Agreement and Final Order constitutes the entire agreement and understanding between the Parties regarding settlement of all claims for civil penalties 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 Consent Agreement and Final Order.

For Respondent: Daniel's Farm Store

Date: 6-18-26

By: Amos M Nolt
Amos Nolt
Managing Member

For the Complainant:

After reviewing the Consent Agreement and other pertinent matters, I, the undersigned Acting Director of the Enforcement & Compliance Assurance Division of the United States Environmental Protection Agency, Region 3, agree to the terms and conditions of this Consent Agreement and recommend that the Regional Administrator, or the Regional Administrator's designee, the Regional Judicial Officer, issue the attached Final Order.

By: _____
[*Digital Signature and Date*]
Acting Director
Enforcement & Compliance Assurance Division
U.S. EPA – Region 3
Complainant

Attorney for Complainant:

By: _____
[*Digital Signature and Date*]
Andrew Ingersoll
Assistant Regional Counsel
U.S. EPA – Region 3

FILED

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U.S. EPA REGION 3
HEARING CLERK

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 3
Philadelphia, Pennsylvania 19103

In the Matter of:

DANIEL'S FARM STORE
324 GLENBROOK ROAD
LEOLA, PA 17540

Respondent.

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: U.S. EPA Docket No. CAA-03-2026-0077
:
: Proceeding under Section 113(a) of the Clean
: Air Act, 42 U.S.C. § 7413(a)
:
:

FINAL ORDER

Complainant, the Director of the Enforcement and Compliance Assurance Division, U.S. Environmental Protection Agency, Region 3, and Respondent, Daniel's Farm Store have executed a document entitled "Consent Agreement," which I hereby 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"), 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 Section 113(a) of the Clean Air Act, 42 U.S.C. Section 7413(a), and Section 22.18(b)(3) of the Consolidated Rules of Practice, **IT IS HEREBY ORDERED** that Respondent pay a civil penalty in the amount of **forty-eight thousand six hundred and forty-nine dollars (\$48,649)**, in accordance with the payment provisions set forth in the Consent Agreement and in 40 C.F.R. § 22.31(c), and comply with the terms and conditions of the Consent Agreement.

This Final Order constitutes the final Agency action in this proceeding. This Final Order shall not in any case affect the right of the Agency or the United States to pursue appropriate injunctive or other equitable relief, or criminal sanctions for any violations of the law. This Final Order resolves only those causes of action alleged in the Consent Agreement and does not waive, extinguish or otherwise affect Respondent's obligation to comply with all applicable provisions of the Clean Air Act and the regulations promulgated thereunder.

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The effective date of the foregoing Consent Agreement and this Final Order is the date on which this Final Order is filed with the Regional Hearing Clerk.

By: _____
Regional Judicial and Presiding Officer
U.S. EPA Region 3

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 3
Philadelphia, Pennsylvania 19103

In the Matter of:	:
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DANIEL'S FARM STORE	: U.S. EPA Docket No. CAA-03-2026-0077
324 GLENBROOK ROAD	:
LEOLA, PA 17540	: Proceeding under Section 113(a) of the Clean
	: Air Act, 42 U.S.C. § 7413(a)
Respondent.	:
	:

CERTIFICATE OF SERVICE

I certify that the foregoing ***Consent Agreement and Final Order*** was filed with the EPA Region 3 Regional Hearing Clerk on the date that has been electronically stamped on the ***Consent Agreement and Final Order***. I further certify that on the date set forth below, I caused to be served a true and correct copy of the foregoing to each of the following persons, in the manner specified below, at the following addresses:

Copies served via email to:

Amos Nolt
Daniel's Farm Store
danielsfarmstore@ibyfax.com
324 Glenbrook Road
Leola, PA 17540

Douglas P. Lehman
Lehman Law Offices, P.C.
doug.lehman@lehmanlawoffices.com
600-G Eden Road
Lancaster, Pa 17601

Andrew Ingersoll
Assistant Regional Counsel
U.S. EPA, Region 3
ingersoll.andrew@epa.gov

Kyle Krall
Environmental Engineer
U.S. EPA, Region 3
krall.kyle@epa.gov

[Digital Signature and Date]
Regional Hearing Clerk
U.S. Environmental Protection Agency, Region 3