

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY  
REGION 3  
Philadelphia, Pennsylvania 19103



In the Matter of: :  
: :  
: U.S. EPA Docket No. EPCRA-03-2024-0145  
ChemStation Philadelphia, Ltd. :  
415 Boot Road, Suite B : Proceeding under Sections 312 and 325 of the  
Downingtown, PA 19335, : Emergency Planning and Community Right-to-  
: Know Act, 42 U.S.C. §§ 11022, 11045  
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 ChemStation Philadelphia, Ltd. (“Respondent”) (collectively, “the Parties”), pursuant to Section 325 of the Emergency Planning and Community Right-to-Know Act (“EPCRA” or the “Act”), 42 U.S.C. § 11045, 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 325 of EPCRA 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 EPCRA 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)(8).

#### **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 6, 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.

#### **FINDINGS OF FACT AND CONCLUSIONS OF LAW**

11. 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.
12. Respondent is a limited liability company formed in the State of Ohio.
13. As a limited liability company, Respondent is a "person" as defined by Section 329(7) of EPCRA, 42 U.S.C. § 11049(7), and 40 C.F.R. § 370.66.
14. Respondent owns and operates the ChemStation Philadelphia, Ltd. ("the Facility"), which is a chemical blending facility located at 415 Boot Road, Suite B, Downingtown, PA 19335.

15. The Facility is a “facility” as defined by Section 329(4) of EPCRA, 42 U.S.C. § 11049(4), and 40 C.F.R. § 370.66.
16. At all times relevant to this Consent Agreement and Final Order, Respondent has been the “owner or operator” of the Facility within the meaning of Section 312 of EPCRA, 42 U.S.C. § 11022, and 40 C.F.R. § 370.2.
17. Respondent is engaged in a business at the Facility where chemicals are either used, distributed, or are produced for use or distribution.
18. Respondent is an “employer” at the Facility as that term is defined at 29 C.F.R. § 1910.1200(c).
19. The State Emergency Response Commission (“SERC”) for the Facility is, and at all times relevant to this Consent Agreement and Final Order has been, the Pennsylvania Department of Labor and Industry, Bureau of Occupational and Industrial Safety, Pennsafe Program located at 651 Boas Street, Harrisburg, PA 17121.
20. The Local Emergency Planning Commission (“LEPC”) for the Facility is, and at all times relevant to this Consent Agreement and Final Order has been, the Chester County LEPC located at 601 Westtown Road, Suite 12, West Chester, PA 19380.
21. The local fire department with jurisdiction over the Facility (“Local Fire Department”) is, and at all times relevant to this Consent Agreement and Final Order has been, the Downingtown Fire Department.
22. Section 312 of EPCRA, 42 U.S.C. § 11022, as implemented by 40 C.F.R. Part 370, requires the owner or operator of a facility that is required to prepare or have available a Material Safety Data Sheet (“MSDS”) or Safety Data Sheet (“SDS”) for a hazardous chemical in accordance with Occupational Safety and Health Administration (“OSHA”) Hazard Communication Standard, 29 U.S.C. §§ 651 et seq., and 29 C.F.R. § 1910.1200, and at which facility a hazardous chemical (including, but not limited to, a hazardous chemical which also qualifies as an extremely hazardous substance (“EHS”)) is present at any one time during a calendar year in a quantity equal to or greater than its applicable minimum threshold level for reporting (“MTL”) or threshold planning quantity (“TPQ”) established by 40 C.F.R. § 370.10, to submit on or before March 1, 1988, and by March 1st of each year thereafter, a completed Emergency and Hazardous Chemical Inventory Form (“Chemical Inventory Form” or “Tier II Report”) for the previous calendar year identifying the hazardous chemical and providing the information described in Section 312(d) of EPCRA, 42 U.S.C. § 11022(d), to the SERC, the LEPC, and local fire department with jurisdiction over the facility.
23. Respondent is the owner of a facility that is required to prepare or have available MSDSs

or SDSs for any hazardous chemicals present at the Facility under the OSHA Hazard Communication Standard, 29 U.S.C. §§ 651 *et seq.*, and 29 C.F.R. § 1910.1200.

24. Nitric acid, chemical abstract service number 7697-37-2, is a hazardous chemical as defined by Section 311(e) of EPCRA, 42 U.S.C. § 11021(e), and 40 C.F.R. § 370.66, and an extremely hazardous substance (“EHS”) as defined by Section 329(3) of EPCRA, 42 U.S.C. § 11049(3), and 40 C.F.R. § 370.66.
25. Pursuant to 40 C.F.R. § 370.10(a)(1), the TPQ for nitric acid is 500 pounds.
26. On October 26, 2023, in response to an August 9, 2023, release of a vapor cloud consisting of nitric and phosphoric acids at the Facility, the EPA Region 3 issued an Information Request Letter (“IRL”) to ChemStation Philadelphia, Ltd. to determine whether the Facility was in compliance with the emergency and hazardous chemical inventory reporting requirements of EPCRA Sections 311 and 312, 42 U.S.C. §§ 11021 and 11022.
27. In response to the IRL, Facility representatives provided the EPA with Tier II Reports for calendar years 2021 and 2022 that were submitted to the SERC and LEPC on August 21, 2023, and August 14, 2023, respectively, which is well past the March 1<sup>st</sup> deadline per corresponding calendar year for submission of the Tier II Reports. The 2020 Tier II Report was not provided with the IRL response.
28. In the IRL response, Respondent informed EPA that the maximum storage quantity of nitric acid at the Facility for calendar years 2020, 2021, and 2022 was 15,280 pounds.

#### **Count I**

#### **Failure to Comply with Section 312 of EPCRA for 2022**

29. The information and allegations in the preceding paragraphs of this Consent Agreement are incorporated herein by reference.
30. Respondent had present at the Facility during calendar year 2022 nitric acid in amounts exceeding the chemical’s TPQ.
31. Respondent failed to submit to the SERC, LEPC and Local Fire Department a Chemical Inventory Form for calendar year 2022 by March 1, 2023, identifying nitric acid as present at the Facility in a quantity equal to or greater than its MTL or TPQ and providing the information required by Section 312(d) of EPCRA, 42 U.S.C. § 11022(d).
32. Respondent violated Section 312 of EPCRA, 42 U.S.C. § 11022, by failing to submit to the SERC, LEPC and Local Fire Department a Chemical Inventory Form for the Facility for

calendar year 2022 by March 1, 2023.

33. In failing to comply with Section 312 of EPCRA, Respondent is subject to the assessment of penalties under Section 325 of EPCRA, 42 U.S.C. § 11045.

**Count II**

**Failure to Comply with Section 312 of EPCRA for 2021**

34. The information and allegations in the preceding paragraphs of this Consent Agreement are incorporated herein by reference.
35. Respondent had present at the Facility during calendar year 2021 nitric acid in amounts exceeding the chemical's TPQ.
36. Respondent failed to submit to the SERC, LEPC and Local Fire Department a Chemical Inventory Form for calendar year 2021 by March 1, 2022, identifying nitric acid as present at the Facility in a quantity equal to or greater than its MTL or TPQ and providing the information required by Section 312(d) of EPCRA, 42 U.S.C. § 11022(d).
37. Respondent violated Section 312 of EPCRA, 42 U.S.C. § 11022, by failing to submit to the SERC, LEPC and Local Fire Department a Chemical Inventory Form for the Facility for calendar year 2021 by March 1, 2022.
38. In failing to comply with Section 312 of EPCRA, Respondent is subject to the assessment of penalties under Section 325 of EPCRA, 42 U.S.C. § 11045.

**Count III**

**Failure to Comply with Section 312 of EPCRA for 2020**

39. The information and allegations in the preceding paragraphs of this Consent Agreement are incorporated herein by reference.
40. Respondent had present at the Facility during calendar year 2020 nitric acid in amounts exceeding the chemical's TPQ.
41. Respondent failed to submit to the SERC, LEPC and Local Fire Department a Chemical Inventory Form for calendar year 2020 by March 1, 2021, identifying nitric acid as present at the Facility in a quantity equal to or greater than its MTL or TPQ and providing the information required by Section 312(d) of EPCRA, 42 U.S.C. § 11022(d).
42. Respondent violated Section 312 of EPCRA, 42 U.S.C. § 11022, by failing to submit to the SERC, LEPC and Local Fire Department a Chemical Inventory Form for the Facility for calendar year 2020 by March 1, 2021.

43. In failing to comply with Section 312 of EPCRA, Respondent is subject to the assessment of penalties under Section 325 of EPCRA, 42 U.S.C. § 11045.

**CIVIL PENALTY**

44. 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 THIRTY-FIVE THOUSAND DOLLARS (\$35,000.00), which Respondent shall be liable to pay in accordance with the terms set forth below.
45. The civil penalty is based upon EPA's consideration of a number of factors, including the particular facts and circumstances of this case as applied to the nature, extent, gravity, circumstances and adjustment factors of EPA's *Enforcement Response Policy for Sections 304, 311 and 312 of the Emergency Planning and Community Right-to-Know Act and Section 103 of the Comprehensive Environmental Response, Compensation and Liability Act* (September 30, 1999); the appropriate *Adjustment of Civil Monetary Penalties for Inflation*, pursuant to 40 C.F.R. Part 19; and the applicable EPA memoranda addressing EPA's civil penalty policies to account for inflation.
46. Respondent agrees to pay a civil penalty in the amount of **THIRTY-FIVE THOUSAND DOLLARS (\$35,000.00)** ("Assessed Penalty") within thirty (30) days of the Effective Date of this Consent Agreement and Final Order.
47. Respondent shall pay the Assessed Penalty and any interest, fees, and other charges due using any method, or combination of appropriate methods, as provided on the EPA website: <https://www.epa.gov/financial/makepayment>. For additional instructions see: <https://www.epa.gov/financial/additional-instructions-making-payments-epa>.
48. When making a payment, Respondent shall:
- a. Identify every payment with Respondent's name and the docket number of this Consent Agreement, **EPCRA-03-2024-0145**,
  - 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):

Steven E. Gavin  
Assistant Regional Counsel  
[gavin.steven@epa.gov](mailto:gavin.steven@epa.gov),

U.S. Environmental Protection Agency  
Cincinnati Finance Center  
[CINWD\\_AcctsReceivable@epa.gov](mailto:CINWD_AcctsReceivable@epa.gov),

and

U.S. EPA Region 3 Regional Hearing Clerk  
[R3\\_Hearing\\_Clerk@epa.gov](mailto: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.

49. Interest, Charges, and Penalties on Late Payments. Pursuant to 31 U.S.C. § 3717, 31 C.F.R. § 901.9, and 40 C.F.R. § 13.11, if Respondent fails to timely pay the full amount of the Assessed Penalty per this Consent Agreement, the EPA is authorized to recover, in addition to the amount of the unpaid Assessed Penalty, the following amounts.
- a. Interest. Interest begins to accrue from the Effective Date of this Consent Agreement. 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. To protect the interests of the United States, the rate of interest is set at the Internal Revenue Service (“IRS”) standard underpayment rate, any lower rate would fail to provide Respondent adequate incentive for timely payment.
- b. Handling Charges. Respondent will be assessed monthly a charge to cover the EPA’s costs of processing and handling overdue debts. If Respondent fails to pay the Assessed Penalty in accordance with this Consent Agreement, the EPA will assess a charge to cover the costs of handling any unpaid amounts for the first thirty (30) day period after the Effective Date. Additional handling charges will be assessed every thirty (30) days, or any portion thereof, until the unpaid portion of the Assessed Penalty as well as any accrued interest, penalties, and other charges are paid in full.
- c. Late Payment Penalty. A late payment penalty of six percent (6%) per annum, will be assessed monthly on all debts, including any unpaid portion of the Assessed Penalty, interest, penalties, and other charges, that remain delinquent more than ninety (90) days. Any such amounts will accrue from the Effective Date.

50. 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, interest, or other charges and penalties per this Consent Agreement, the EPA may take additional actions. Such actions may 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. Refer this matter to the United States Department of Justice for litigation and collection, per 40 C.F.R. § 13.33.
51. 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.
52. Tax Treatment of Penalties. Penalties, interest, and other charges paid pursuant to this Consent Agreement shall not be deductible for purposes of federal taxes.
53. Payment of the civil penalty is due and payable immediately upon receipt by Respondent of a true and correct copy of the fully executed and filed Consent Agreement and Final Order. Receipt by Respondent or Respondent's legal counsel of such copy of the fully executed Consent Agreement and Final Order, with a date stamp indicating the date on which the Consent Agreement and Final Order was filed with the Regional Hearing Clerk, shall constitute receipt of written initial notice that a debt is owed the EPA by Respondent in accordance with 40 C.F.R. § 13.9(a).
54. Failure by the Respondent to pay the EPCRA civil penalty assessed by the Final Order in accordance with the terms of this Consent Agreement and Final Order may subject Respondent to a civil action to collect the assessed penalties, plus interest, pursuant to Section 325 of EPCRA, 42 U.S.C. § 11045. In any such collection action, the validity, amount and appropriateness of the penalty shall not be subject to review.

55. The Parties consent to service of the Final Order by e-mail at the following valid email addresses: gavin.steven@epa.gov (for Complainant), and ahoman@chemstation.com (for Respondent).

#### **GENERAL SETTLEMENT CONDITIONS**

56. 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.
57. 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**

58. 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**

59. 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 EPCRA, or any regulations promulgated thereunder.

**RESERVATION OF RIGHTS**

60. This Consent Agreement and Final Order resolves only the EPA’s claims for civil penalties for the specific violations 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 EPCRA, 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**

61. 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 his or her signature below, the person who signs this Consent Agreement on behalf of Respondent is acknowledging that he or she 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**

62. 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 his/her 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**

63. 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: ChemStation Philadelphia, Ltd.

Date: 9/13/2024

By:   
\_\_\_\_\_  
Andy Homan  
President

For the Complainant:

After reviewing the Consent Agreement and other pertinent matters, I, the undersigned 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 his/her designee, the Regional Judicial Officer, issue the attached Final Order.

By: \_\_\_\_\_  
[Digital Signature and Date]  
Karen Melvin, Director  
Enforcement & Compliance Assurance Division  
U.S. EPA Region 3  
Complainant

Attorney for Complainant:

By: \_\_\_\_\_  
[Digital Signature and Date]  
Steven E. Gavin  
Assistant Regional Counsel  
U.S. EPA Region 3

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Respondent. :  
:

**FINAL ORDER**

Complainant, the Director of the Enforcement and Compliance Assurance Division, U.S. Environmental Protection Agency, Region 3, and Respondent, ChemStation Philadelphia, Ltd., 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.

Based upon the representations of the parties in the attached Consent Agreement, the penalty agreed to therein is based upon consideration of, *inter alia*, the EPA's *Enforcement Response Policy for Sections 304, 311 and 312 of the Emergency Planning and Community Right-to-Know Act and Section 103 of the Comprehensive Environmental Response, Compensation and Liability Act (September 30, 1999)*.

**NOW, THEREFORE, PURSUANT TO** Section 325 of the Emergency Planning and Community Right-to-Know Act, 42 U.S.C. § 11045, 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 **THIRTY-FIVE THOUSAND DOLLARS (\$35,000.00)**, 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 Emergency Planning and Community Right-to-Know Act and the regulations promulgated thereunder.

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

By: \_\_\_\_\_  
Joseph J. Lisa  
Regional Judicial and Presiding Officer  
U.S. EPA Region 3

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 : **Know Act, 42 U.S.C. §§ 11022, 11045**  
**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:

Andy Homan, President  
ChemStation Philadelphia, Ltd  
ahoman@chemstation.com  
415 Boot Road, Suite B  
Downingtown, PA 19335

Steven E. Gavin  
Assistant Regional Counsel  
U.S. EPA Region 3  
gavin.steven@epa.gov

Theresa Gallagher  
Environmental Engineer  
U.S. EPA Region 3  
gallagher.theresa@epa.gov

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[Digital Signature and Date]  
Regional Hearing Clerk  
U.S. EP A Region 3