

EPA ENFORCEMENT ACCOUNTS RECEIVABLE CONTROL NUMBER FORM

This form was originated by: Rodney Travis CARTER 5/ /11
Name of Contact person *Date*

in the ORC at (215) 814-2478
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: In the Matter of: Dow Reichhold Specialty Latex, LLC

The Total Dollar Amount of Receivable: **Twenty Seven Thousand, Seven Hundred and Twenty Six Dollars (\$27,726.00)**
(If in installments, attach schedule of amounts and respective due dates)

The Case Docket Number U.S. EPA Docket No. TSCA-3-2011-0173

The Site-Specific Superfund Acct. Number N/A

The Designated Regional/HQ Program Office LC

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:

1. Rosemarie Pacheco
Environmental Enforcement Section
Lands Division, Room 130044
1425 New York Avenue, N.W.
Washington, D.C. 20005
2. Originating Office (ORC)
3. 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:

1. Originating Office
2. Designated Program Office
3. Regional Hearing Clerk

BEFORE THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION III
1650 Arch Street
Philadelphia, Pennsylvania 19103

IN THE MATTER OF:

Dow Reichhold Specialty Latex, LLC
2400 Ellis Road, Suite 100
Durham, NC 27703

Respondent

Dow Reichhold Specialty Latex Facility
144 Fork Branch Road
Dover, Delaware

Facility

CONSENT AGREEMENT

Docket No. TSCA-03-2011-0173

**Issued pursuant to the
Toxic Substances Control
Act ("TSCA") Sections 15 and 16,
15 U.S.C. §§ 2614 and 2615**

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 **Dow Reichhold Specialty Latex, LLC** ("Respondent" or "DRSL") pursuant to TSCA Sections 6(e) and 15, 15 U.S.C. §§ 2605(e) and 2614, and the regulations implementing TSCA Section 6(e), 15 U.S.C. § 2605(e), as set forth at 40 C.F.R. Part 761 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*").
2. This Consent Agreement is entered into by the parties hereto in settlement of Complainant's civil claims for penalties under Section 6(e) and 15 of TSCA based upon the violations alleged below.

II. TERMS OF THE SETTLEMENT

3. For the purposes of this proceeding, Respondent admits the jurisdictional allegations set forth in this Consent Agreement.

4. Except as provided in Paragraph 3, above, Respondent neither admits nor denies the Findings of Fact contained in this Consent Agreement.
5. Except as provided in Paragraph 3, above, Respondent neither admits nor denies the Conclusions of Law contained in this Consent Agreement.
6. This Consent Agreement and attached Final Order (collectively the "CA/FO") resolve only those claims for civil penalties for the violations of TSCA that are alleged in this CA/FO. This CA/FO is binding upon, and shall insure to the benefit of, Complainant and Respondent. Nothing herein shall be construed to create any private rights of action in any third party.
7. For the purposes of this proceeding only, Respondent hereby expressly waives its right to contest any allegation forth in this CA/FO and any right to appeal the Final Order.
8. The settlement terms agreed to by the parties to this CA/FO reflect the desire of the parties to resolve this matter without litigation.
9. Respondent consents to the issuance of this CA/FO and agrees to comply with its terms. Respondent agrees not to contest Complainant's jurisdiction with respect to the execution of this CA/FO, the issuance of the attached Final Order, or the enforcement thereof.
10. EPA reserves the right to commence an 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) 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 CA/FO, following its filing with the Regional Hearing Clerk
11. Nothing in this CA/FO shall alter or otherwise affect Respondent's obligation to comply with all applicable federal, state, and local statutes and regulations.
12. Each party shall bear its own costs and attorneys fees in connection with this proceeding.

III. EPA'S FINDINGS OF FACT AND CONCLUSIONS OF LAW

13. 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.
14. Respondent, **Dow Reichhold Specialty Latex, LLC**, is a Limited Liability Company organized and incorporated in the state of Delaware and headquartered in the state of North Carolina. Respondent at all times relevant to this CA/FO was doing business in the state of Delaware.
15. Respondent at all times relevant to this CA/FO was doing business in the state of Delaware.
16. Respondent is a "person" as defined in 40 C.F.R. § 761.3.
17. Respondent is, and at all times relevant to this CA/FO was, the owner and operator of the **Dow Reichhold Specialty Latex Facility**, located at 144 Fork Branch Road, Dover, Delaware (the "Facility"). Respondent manufactured and marketed synthetic latexes used in adhesives, construction products, textiles and apparel products, synthetic latex gloves and dipped goods, flooring, automobiles, tapes and specialty papers and nonwovens, at the Facility.
18. Respondent, at the time of the violations alleged in this CA/FO, was a "Generator of PCB waste" within the meaning of that term as defined by 40 C.F.R. § 761.3.
19. TSCA Section 6(e)(2)(A), 15 U.S.C. § 2605(e)(2)(A), provides that, except as provided under TSCA Section 6(e)(2)(B), 15 U.S.C. § 2605(e)(2)(B), effective one year after January 1, 1977, no person may manufacture, process, or distribute in commerce or use any polychlorinated biphenyl ("PCB") in any manner other than a totally enclosed manner, as defined by TSCA Section 6(e)(2)(c), 15 U.S.C. § 2605(e)(2)(c).
20. TSCA Section 6(e)(2)(B), 15 U.S.C. § 2605(e)(2)(B), provides that the Administrator of EPA may by rule authorize the manufacture, processing, distribution in commerce or use (or any combination of such activities) of any PCB in a manner other than in a totally enclosed manner, if the Administrator finds that such activities will not present an unreasonable risk of injury to health or the environment.

21. TSCA Section 6(e)(2)(c), 15 U.S.C. § 2605(e)(2)(c), defines the term “totally enclosed manner” to mean “any manner which will ensure that any exposure of human beings or the environment to a polychlorinated biphenyl will be insignificant as determined by the Administrator [of EPA] by rule.”
22. 40 C.F.R. § 761.3 provides, in pertinent part, that the term “PCB” means any chemical substance that is limited to the biphenyl molecule that has been chlorinated to varying degrees or any combination of substances which contains such substance.
23. 40 C.F.R. § 761.3 provides, in pertinent part, that the term “PCB Article” means any manufactured article, other than a PCB Container, that contains PCBs and whose surface(s) has been in direct contact with PCBs. “PCB Article” includes capacitors, transformers, electric motors, pumps, pipes and any other manufactured item (1) which is formed to a specific shape or design during manufacture, (2) which has end use function(s) dependent in whole or in part upon its shape or design during end use, and (3) which has either no change of chemical composition during its end use or only those changes of composition which have no commercial purpose separate from that of the PCB Article.
24. 40 C.F.R. § 761.3 provides, in pertinent part, that the term “PCB Transformer” means any transformer that contains PCBs at concentrations equal to, or greater than, 500 parts per million (“ppm”)
25. 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, 15 U.S.C. §§ 2604 or 2605.
26. Respondent’s Facility currently is, and at the time of the violations alleged in this CA/FO, was a “Facility” within the meaning of that term as defined by 40 C.F.R. § 761.3.
27. Respondent operated and owned the PCB Transformers located at the Facility at the time of the violations alleged in this CA/FO.
28. On June 28, 2006, EPA conducted a Compliance and Evaluation Inspection (“CEI”) at the Facility, including but not limited to PCB Transformers, as defined by 40 C.F.R. Section § 761.3.

29. At the time of the CEI Respondent had in use seven (7) PCB Transformers located at various areas throughout the Facility. Each of the PCB Transformers, which were owned by Respondent, contained PCBs with a PCB concentration of equal to or greater than 500 ppm.
30. At the time of the CEI Respondent owned seventeen (17) "Large Low-Voltage Capacitors" located at the Facility, as that term is defined by 40 C.F.R. § 761.3.
31. Respondent's seven (7) PCB Transformers referenced above were "PCB Transformers" within the meaning of that term as defined by 40 C.F.R. § 761.3.
32. Respondent's seventeen (17) Large Low-Voltage Capacitors referenced above were "PCB Articles" within the meaning of that term as defined by 40 C.F.R. § 761.3.
33. Respondent is not, and at the time of the violations alleged in this CA/FO, was not a "commercial storer" within the meaning of that term as defined by 40 C.F.R. § 761.3.
34. Respondent is not, and at the time of the violations alleged in this CA/FO, was not a "Disposer of PCB waste" within the meaning of that term as defined by 40 C.F.R. §761.3.

COUNTS I-III

(Improper Storage of Combustible Materials)

35. The foregoing allegations of this CA/FO are incorporated herein by reference as though fully set forth at length.
36. 40 C.F.R. §761.30(a)(1)(viii) provides, in pertinent part, that combustible materials shall not be stored within five meters of a PCB Transformer, whether the PCB Transformer is within an enclosure or is not within an enclosure.
37. At the time of the CEI conducted at Respondent's Facility, Respondent stored combustible materials within five meters of unenclosed PCB transformers and/or in PCB Transformer enclosures within five meters of PCB Transformers. The storage of the combustible materials occurred in three distinct locations.
38. Respondent's storage of combustible materials within five meters of unenclosed PCB Transformers and/or in PCB Transformer enclosures within five meters of PCB Transformers, at three distinct locations constitutes three separate violations of 40 C.F.R.

§ 761.30(a)(1)(viii) and Section 15 of TSCA, 15 U.S.C. § 2614.

COUNT IV

(Inadequate PCB Transformer Access Marking)

- 39. The foregoing allegations of this CA/FO are incorporated herein by reference as though fully set forth at length.
- 40. 40 C.F.R. § 761.40(j)(1) provides in pertinent part, with exceptions not relevant here, as of December 1, 1985, the vault door, machinery room door, fence, hallway, or means of access, other than grates and manhole covers, to a PCB Transformer must be marked with the mark M_L as referenced in 40 C.F.R. § 761.40(a).
- 41. 40 C.F.R. § 761.40(j)(3) provides that any mark placed in accordance with the requirements of 40 C.F.R. § 761.40(j) must be placed in the locations described in 40 C.F.R. § 761.40(j)(1) in a manner that can be easily read by emergency response personnel fighting a fire involving this equipment.
- 42. At the time of the CEI, the PCB transformer vault door for vault room 430 was not marked as required by 40 C.F.R. § 761.40(j)(1) in a manner that could be easily read by emergency response personnel, as required by C.F.R. § 761.40(j)(3).
- 43. At the time of the CEI, Respondent had not adequately marked the vault door for one of its PCB Transformers at the Facility in a manner that could be easily read by emergency response personnel.
- 44. Respondent's failure to adequately mark the vault door to one of its PCB Transformers at the Facility in a manner that could be easily read by emergency response personnel in accordance with 40 C.F.R. § 761.40(j)(3) constitutes one violation of 40 C.F.R. § 761.40(j)(3) and Section 15 of TSCA, 15 U.S.C. § 2614.

COUNTS V-XXI

(Inadequate PCB Article Marking)

- 45. The foregoing allegations of this CA/FO are incorporated herein by reference as though fully set forth at length.

46. 40 C.F.R. § 761.40(k)(1) provides, in pertinent part that, with exceptions not pertinent here, as of April 26, 1999, all PCB Large Low Voltage Capacitors must be marked with the mark M_L as referenced in 40 C.F.R. § 761.45(a).
47. At the time of the CEI, Respondent did not mark its seventeen (17) PCB Large Low Voltage Capacitors at the Facility, with the mark M_L as required by 40 C.F.R. § 761.45(a).
48. Respondent's failure to mark its seventeen (17) PCB Large Low Voltage Capacitors at the Facility in accordance with 40 C.F.R. § 761.40(k)(1) constitutes seventeen (17) separate violations of 40 C.F.R. § 761.40(k)(1) and Section 15 of TSCA, 15 U.S.C. § 2614.

COUNT XXII

(Improper Disposal of PCBs)

49. The foregoing allegations of this CA/FO are incorporated herein by reference as though fully set forth at length
50. 40 C.F.R. § 761.50(a)(4) provides, in pertinent part, that spills and other uncontrolled discharges of PCB liquids at concentrations of 50 ppm or greater constitute the disposal of PCBs.
51. 40 C.F.R. § 761.60(a) provides that PCB liquids at concentrations equal to or greater than 50 ppm must be disposed of in an incinerator, a high efficiency boiler or a chemical waste landfill, as described in greater detail in such regulation.
52. At some time prior to the CEI conducted at Respondent's Facility, a spill and/or other uncontrolled discharge of PCB liquids, at concentrations of 50 ppm or greater, from Respondent's PCB Transformer Serial No. 18531, occurred in vault number 423.
53. At the time of the CEI, Respondent did not dispose of the uncontrolled discharge of PCB liquids pursuant to 40 C.F.R. § 761.60(a).
54. Respondent's failure to dispose of the spill and/or other uncontrolled discharge of PCB liquids at concentrations of 50 ppm or greater at Respondent's Facility as required by 40 C.F.R. § 761.60(a) constitutes the disposal of PCBs in a manner not authorized by 40 C.F.R. § 761.60(a) and a violation of 40 C.F.R. § 761.60(a) and Section 15 of TSCA,

15 U.S.C. § 2614.

IV. CIVIL PENALTY

55. In settlement of EPA's claims for civil penalties for the violations alleged in this Consent Agreement, Respondent agrees to pay a civil penalty in the amount of **Twenty Seven Thousand, Seven Hundred and Twenty Six Dollars (\$27,726.00)** in accordance with the provisions set forth below.
56. Such civil penalty shall become due and payable immediately upon Respondent's receipt of a true and correct copy of the CA/FO. In order to avoid the assessment of interest, administrative costs and late payment penalties in connection with such civil penalty, Respondent must pay such civil penalty no later than thirty (30) calendar days after the date on which this CA/FO is mailed or hand-delivered to Respondent.
57. The Parties agree and represent that the civil penalty in the amount of **Twenty Seven Thousand, Seven Hundred and Twenty Six Dollars (\$27,726.00)** is reasonable and is based upon Complainant's consideration of a number of factors, including the penalty criteria set forth in Section 16(a)(2)(B) of TSCA, 7 U.S.C. § 2615(a)(2)(B), the nature, circumstances, extent and gravity of the violations, and with respect to the Respondent, ability to pay, effect on ability to continue to do business, any history of prior such violations, the degree of culpability, and such other matters as justice may require. These factors were applied to the particular facts and circumstances of this case with specific reference to EPA's *Section 1018 - Disclosure Rule Enforcement Response and Penalty Policy* (December 2007).
58. Respondent shall pay the civil penalty amount set forth above in Paragraph 55, above, plus any interest, administrative fees and late payment penalties, in accordance with Paragraphs 61, 62, and 63, below, by either cashier's check, certified check, or electronic wire transfer, in the following manner:
- a. All payments by the Respondent shall include Respondent's full name and address and the EPA Docket Number of this Consent Agreement (TSCA-03-2011-0173).

- 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
PO Box 979077
St. Louis, MO 63197-9000

Contact: 513-487-2105 or 513-487-2091
- 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 by electronic wire transfer shall be directed to:

Federal Reserve Bank of New York
ABA No. 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"
- f. All electronic payments made through the automatic clearinghouse ("ACH"), also known as Remittance Express ("REX"), shall be directed to:

U.S. Treasury REX/Cashlink ACH Receiver
ABA No. 051036706
Account 310006, Environmental Protection Agency

CTX Format Transaction Code 22 – checking

Physical Location of U.S. Treasury facility:

5700 Rivertech Court
Riverdale, MD 20737

Contact: 1-202-879-7026 or REX, 1-866-234-5681

g. On-line Payment Option:

WWW.PAY.GOV/PAYGOV

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

h. Additional payment guidance is available at:

http://www.epa.gov/ocfo/finservices/make_a_payment.htm

59. At the time of payment, Respondent shall send notices of such payment, including a copy of the check, EFT authorization or ACH authorization, as appropriate to each of the following:

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

Rodney T. Carter
Senior Assistant Regional Counsel
U.S. Environmental Protection Agency
Region III (Mail Code 3RC50)
1650 Arch Street
Philadelphia, PA 19103-2029

60. 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 as specified in this

Consent Agreement and Final Order shall result in the assessment of late payment charges including interest, penalties, and/or administrative costs of handling delinquent debts.

61. Interest on the civil penalty assessed in this CAFO will begin to accrue on the date that a 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).
62. The costs of the Agency's administrative handling of overdue debts will be charged and assessed monthly throughout the period the 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.
63. A late payment penalty charge of six percent per year will be assessed monthly on any portion of the civil penalty which remains delinquent more than ninety (90) calendar days. 40 C.F.R. § 13.11(c). Should assessment of the penalty charge on the debt be required, it shall accrue from the first day payment is delinquent. 31 C.F.R. § 901.9(d).
64. Respondent agrees not to deduct for federal tax purposes the civil monetary penalty specified in this CAFO.

V. CERTIFICATION

43. Respondent certifies that, with respect to the violations alleged in the this Consent Agreement, it is currently in full compliance with TSCA Sections 6(e) and 15, 15 U.S.C. §§ 2605(e) and 2614, and the regulations implementing TSCA Section 6(e), 15 U.S.C. §2605(e), as set forth at 40 C.F.R. Part 761.

VI. OTHER APPLICABLE LAWS

45. Nothing in this CA/FO shall relieve the Respondent of any duties otherwise imposed upon it by applicable federal, state or local laws and/or regulations.

VII. FULL AND FINAL SATISFACTION

47. The settlement set forth in this CA/FO shall constitute full and final satisfaction of all civil claims for penalties which EPA may have under Sections 15 and 16 of TSCA, 7 U.S.C. §§ 2614 and 2615, for the specific violations herein. Compliance with this CA/FO shall not be a defense to any action commenced at any time for any other violation of the federal laws or regulations administered by EPA.

VIII. AUTHORITY TO BIND THE RESPONDENT

50. The undersigned representative of Respondent certifies that he or she is fully authorized to enter into the terms and conditions of this Consent Agreement and bind Respondent hereto.

IX. ENTIRE AGREEMENT

51. This Consent Agreement and the attached Final Order constitute the entire agreement and understanding of the parties concerning settlement of the above-captioned action and there are no representations, warranties, covenants, terms or conditions agreed upon between the parties other than those expressed in this Consent Agreement and the attached Final Order.

X. EFFECTIVE DATE

52. This CAFO shall become effective upon filing with the Regional Hearing Clerk.

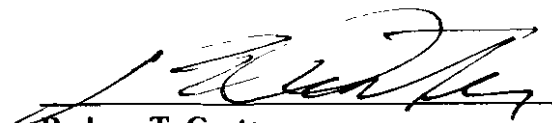
For Respondent:

Date: 6/17/11

By: 
Robert Povlock, Authorized Representative
Dow Reichhold Specialty Latex, LLC

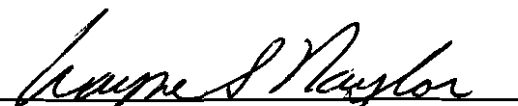
For Complainant, United States Environmental Protection Agency, Region III:

Date: 6/22/11

By: 
Rodney T. Carter
Senior Assistant Regional Counsel

After reviewing the Findings of Fact and Conclusions of Law within this Consent Agreement and other pertinent matters, the Director of the Land and Chemicals Division, EPA Region III, recommends that the Regional Judicial Officer or the Regional Administrator issue the Final Order attached hereto.

Date: 6/23/11

By: 
Abraham Ferdas, Director
for Land and Chemicals Division

BEFORE THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION III
1650 Arch Street
Philadelphia, Pennsylvania 19103

IN THE MATTER OF:

Dow Reichhold Specialty Latex, LLC	:	FINAL ORDER
2400 Ellis Road, Suite 100	:	
Durham, NC 27703	:	Docket No. TSCA-03-2011-0173
	:	
Respondent	:	Issued pursuant to the
	:	Toxic Substances Control
Dow Reichhold Specialty Latex Facility	:	Act ("TSCA") Sections 15 and 16,
144 Fork Branch Road	:	15 U.S.C. §§ 2614 and 2615
Dover, Delaware	:	
	:	
Facility	:	
	:	

FINAL ORDER

The Director of the Land and Chemicals Division, U.S. Environmental Protection Agency- Region III ("Complainant"), and Respondent, **Dow Reichhold Specialty Latex, LLC** ("Respondent" or "DRSL") 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. The terms of the foregoing Consent Agreement are accepted by the undersigned and incorporated herein as if set forth at length.

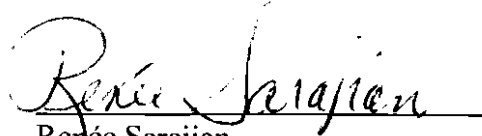
NOW, THEREFORE, PURSUANT TO the Consolidated Rules of Practice, and having determined, based on the representations in the Consent Agreement, that the civil penalty agreed to therein was based upon a consideration of the factors set forth Section 16(a)(2)(B) of TSCA, 15 U.S.C. § 2615(a)(2)(B), IT IS HEREBY ORDERED that Respondent pay a civil penalty amount of **Twenty Seven Thousand, Seven Hundred and Twenty Six Dollars (\$27,726.00)** and comply with the terms and conditions of the Consent

Agreement.

This **FINAL ORDER** and the accompanying **CONSENT AGREEMENT** shall become effective upon filing with the Regional Hearing Clerk.

Date:

6/27/11

A handwritten signature in cursive script, reading "Renée Sarajian", written over a horizontal line.


Renée Sarajian
Regional Judicial Officer
U.S. EPA - Region III

CERTIFICATE OF SERVICE

I, the undersigned, hereby certify that, on the date provided below, I caused the original and one true and correct copy of the foregoing Consent Agreement and Final Order, **Docket No. TSCA-03-2011-0173**, to be hand delivered to and filed with the Regional Hearing Clerk (3RC00), U.S. EPA Region III, 1650 Arch Street, Philadelphia, Pennsylvania, and that I caused a true and correct copy of the Consent Agreement and Final Order to be mailed to the following persons via UPS:

Matthew F. Hanchey
Hunton & Williams LLP
421 Fayetteville Street Mall, Suite 1400
Raleigh, North Carolina 27601

June 27, 2011
Date


James Heenahan
Senior Assistant Regional Counsel
for
Rodney Travis Carter
Senior Assistant Regional Counsel
U.S. EPA - Region III
Counsel for Complainant

UP
6/27/11