

BEFORE THE  
UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

In the Matter of:	)	DOCKET NO.
	)	FIFRA-10-2022-0164
Valley Agronomics, LLC,	)	
Greenleaf, Idaho	)	<b>CONSENT AGREEMENT</b>
	)	
Respondent	)	
	)	
	)	

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**I. STATUTORY AUTHORITY**

1.1. This Consent Agreement is issued under the authority vested in the Administrator of the U.S. Environmental Protection Agency (“EPA”) by Section 14(a) of the Federal Insecticide, Fungicide, and Rodenticide Act (“FIFRA”), 7 U.S.C. § 136l(a).

1.2. Pursuant to Section 14(a) of FIFRA, 7 U.S.C. § 136l(a), and in accordance with the “Consolidated Rules of Practice Governing the Administrative Assessment of Civil Penalties,” 40 C.F.R. Part 22, as amended, EPA issues, and Valley Agronomics, LLC (hereinafter “Valley Ag” or “Respondent”) agrees to issuance of, the Final Order attached to this Consent Agreement (“Final Order”).

## **II. PRELIMINARY STATEMENT**

2.1. In accordance with 40 C.F.R. §§ 22.13(b) and 22.18(b), issuance of this Consent Agreement commences this proceeding, which will conclude when the Final Order becomes effective.

2.2. The Director of Enforcement and Compliance Assurance Division, EPA Region 10 (“Complainant”) has been delegated the authority pursuant to Section 14(a) of FIFRA, 7 U.S.C. § 136l(a), to sign consent agreements between EPA and the party against whom an administrative penalty for violations of FIFRA is proposed to be assessed.

2.3. Section III of this Consent Agreement contains a concise statement of the factual and legal basis for the alleged violations of FIFRA together with the specific provisions of FIFRA and the implementing regulations that Respondent is alleged to have violated.

2.4. Section IV of the Consent Agreement contains the terms of the settlement between Respondent and EPA.

## **III. ALLEGATIONS**

3.1. Pursuant to Section 19(e) of FIFRA, 7 U.S.C. § 136q(e), the EPA Administrator promulgated regulations pertaining to standards for pesticide containers and pesticide containment structures (“the Container/Containment regulations”), which are codified at 40 C.F.R. Part 165.

3.2. The term “person” is defined at Section 2(s) of FIFRA, 7 U.S.C. § 136(s), to mean “any individual, partnership, association, corporation, or any organized group of persons whether incorporated or not.”

3.3. Under Section 12(a)(2)(S) of FIFRA, 7 U.S.C. §136j(a)(2)(S), it is unlawful for any person to violate any regulation issued under Section 19 of FIFRA, 7 U.S.C. § 136q.

3.4. Section 2(u) of FIFRA, 7 U.S.C. § 136(u), defines a “pesticide,” in part, as “any substance or mixture of substances intended for preventing, destroying, repelling, or mitigating any pest.”

3.5. 40 C.F.R. § 165.3 defines “agricultural pesticide” as “any pesticide product labeled for use in or on a farm, forest, nursery, or greenhouse.”

3.6. Section 2(w) of FIFRA, 7 U.S.C. § 136(w), defines “producer” as “the person who manufactures, prepares, compounds, propagates, or processes any pesticide or device or active ingredient used in producing a pesticide.” The regulation at 40 C.F.R. § 167.3 further defines “producer” as “any person, as defined by the Act, who produces any pesticide, active ingredient, or device (including packaging, repackaging, labeling, and relabeling).”

3.7. 40 C.F.R. § 165.3 defines “establishment” as “any site where a pesticidal product is produced, regardless of whether such site is independently owned or operated, and regardless of whether such site is domestic and producing a pesticidal product for export only, or whether the site is foreign and producing any pesticidal product for import into the United States.”

3.8. 40 C.F.R. § 165.3 defines “refilling establishment” as “an establishment where the activity of repackaging pesticide product into refillable containers occurs.”

3.9. 40 C.F.R. § 165.3 defines “repackage,” for the purposes of the Container/Containment regulations, as “to transfer a pesticide formulation from one container to another without a change in the composition of the formulation, the labeling content, or the product’s EPA registration number, for sale or distribution.”

3.10. 40 C.F.R. § 165.3 defines “facility” as “all buildings, equipment, structures, and other stationary items which are located on a single site or on contiguous or adjacent sites and which are owned or operated by the same person (or by any person who controls, who is controlled by, or who is under common control with such person).”

3.11. 40 C.F.R. § 165.3 defines an “operator” as “any person in control of, or having the responsibility for, the daily operation of a facility at which a containment structure is located.

3.12. 40 C.F.R. § 165.3 defines an “owner” as “any person who owns a facility at which a containment structure is required.”

3.13. 40 C.F.R. § 165.3 defines “containment structure” as “either a secondary containment unit or a containment pad.”

3.14. 40 C.F.R. § 165.3 defines “containment pad” as “any structure that is designed and constructed to intercept and contain pesticides, rinsates, and equipment wash water at a pesticide dispensing area.

3.15. 40 C.F.R. § 165.3 defines “pesticide dispensing area” as “an area in which pesticide is transferred out of or into a container.”

3.16. 40 C.F.R. § 165.3 defines “secondary containment unit” as “any structure, including rigid diking, that is designed and constructed to intercept and contain pesticide spills and leaks and to prevent runoff and leaching from stationary pesticide containers.”

3.17. 40 C.F.R. § 165.3 defines “stationary pesticide container” as a “refillable container that is fixed at a single facility or establishment or, if not fixed, remains at the facility or establishment for at least 30 consecutive days, and that holds pesticide during the entire time.”

3.18. Under 40 C.F.R. § 165.40(b)(2), a refiller of a pesticide product who is not the registrant of the pesticide product must comply with the regulations in § 165.45(f) for stationary pesticide containers. If the pesticide product is subject to the regulations in 40 C.F.R. Part 165, Subpart C as set out in § 165.43, the stationary pesticide containers used to distribute or sell the product must meet the standards of §165.45(f).

3.19. Under 40 C.F.R. § 165.45(f)(1), if a stationary pesticide container designed to hold undivided quantities of pesticides equal to or greater than 500 gallons (1,890 liters) of liquid pesticide or equal to or greater than 4,000 pounds (1,818 kilograms) of dry pesticide is located at the refilling establishment of a re-filler operating under written contract with the pesticide registrant, the stationary pesticide container and its appurtenances must be resistant to extreme changes in temperature and constructed of materials that are adequately thick to not fail and that are resistant to corrosion, puncture, or cracking, and (ii) each stationary pesticide container must be capable of withstanding all operating stresses, taking into account static heat, pressure buildup from pumps and compressors, and any other foreseeable mechanical stresses to which the container may be subjected in the course of operations.

3.20. Under 40 C.F.R. § 165.80(b)(1), owners or operators of refilling establishments who repackage agricultural pesticides, whose principal business is retail sale, and who also have a stationary pesticide container or a pesticide dispensing area are subject to the secondary containment requirements in Subpart E of the Container/Containment regulations.

3.21. 40 C.F.R. § 165.81(b) requires stationary pesticide containers designed to hold undivided quantities of agricultural pesticides equal to or greater than five hundred (500) gallons

of liquid pesticide are subject to and must have a secondary containment unit that complies with the Container/Containment regulations.

3.22. Respondent is a corporation organized under the laws of Delaware and admitted as a foreign corporation in the State of Idaho, and is, therefore, a “person” under Section 2(s) of FIFRA, 7 U.S.C. § 136(s).

3.23. At all times relevant to the allegations set forth herein, Respondent was the owner and operator of a facility that is a refilling establishment, located at 20870 Van Slyke Rd., Greenleaf, Idaho (“Facility”).

3.24. On or about September 26, 2019, and September 9, 2021, an inspector from the Idaho State Department of Agriculture (ISDA), inspected the Facility on behalf of EPA.

3.25. At all times relevant to this Consent Agreement, the Respondent stored and dispensed the following pesticides from the Facility:

- i. K-PAM (EPA Reg. No. 5481-483) held in two (2) separate 10,000-gallon stationary containers.
- ii. VAPAM (EPA Reg. No. 5481-468) held in a 50,000-gallon stationary container.

3.26. 40 C.F.R. § 165.83(a) defines a “new containment structure” as one whose installation began after November 16, 2006.

3.27. The two K-PAM tanks and the VAPAM tank at the Facility are new containment structures.

3.28. The Facility is a refilling establishment subject to the secondary containment requirements of Subpart E of the Container/Containment regulations, including those at 40 CFR 165.80(b)

3.29. Respondent is a business that applies agricultural pesticides for compensation and is, therefore, subject to the regulations set forth in 40 C.F.R. §165.85-97.

3.30. K-PAM, and VAPAM are restricted use pesticides.

3.31. FIFRA regulations at 40 C.F.R. § 165.87(a) require all bulk tanks capable of holding in excess of 500-gallons to have adequate secondary containment in the event of a release.

3.32. On or about September 26, 2019, the VAPAM tank at the Facility, capable of holding in excess of 500-gallons, was being held in a secondary containment structure with at least 27 visible tears in the liquid proof barrier. Respondent's dispensing area was photographed by ISDA inspector with visible leaks from tank dispensing equipment.

3.33. Respondent is subject to Subpart E of the Container/Containment Rule, 40 CFR Part 165, because Respondent has at least one stationary pesticide container or pesticide dispensing area and applies agricultural pesticides for compensation, 40 C.F.R. § 165.80(b).

### **Count 1 – Failure to Meet Construction Requirements for Containment Structures**

3.34. Complainant incorporates by reference paragraphs 3.1 through 3.33 into this Count as if fully set forth herein.

3.35. Adequate secondary containment is a requirement for all new tanks installed pursuant to FIFRA. "The containment structure must be constructed of steel, reinforced concrete or other rigid material capable of withstanding the full hydrostatic head, load and impact of any

pesticides, precipitation, other substances, equipment and appurtenances placed within the structure. The structure must be liquid-tight with cracks, seams and joints appropriately sealed.” Additionally, “the structure must not be constructed of natural earthen material, unfired clay, or asphalt,” and “[t]he containment structure must be made of materials compatible with the pesticides stored. In this case, compatible means able to withstand anticipated exposure to stored or transferred substances and still provide containment of those same or other substances within the containment area,” 40 C.F.R. § 165.85(a).

3.36. The two K-PAM tanks at the Facility had no secondary containment. The two K-PAM tanks were located on two-by-four wood slats, directly on the ground and not within any required containment structure.

3.37. The VAPAM tank was held in a containment structure with a liquid proof barrier, but the barrier material had a minimum of twenty-seven (27) tears, compromising the containment structure’s ability to contain liquids.

3.38. On or about September 26, 2019, the connections on the K-PAM Containers and VAPAM Container that were below the normal liquid level were not equipped with shutoff valves that were capable of being locked closed.

3.39. Therefore, Respondent violated the construction standard requirements of 40 C.F.R. § 165.85(a), for both the K-PAM tanks and the VAPAM tank.

### **Count 2 - Failure to Meet Design Requirements and Protect Appurtenances**

3.40. Complainant incorporates by reference paragraphs 3.1 through 3.33 into this Count as if fully set forth herein.



3.41. FIFRA regulations at 40 C.F.R. § 165.85(b) require all new containment structures to protect appurtenances against damage from operating personnel and moving equipment. Appurtenance, discharge outlets and gravity drains must not be configured through the base or wall of the containment structures and must be configured in such a way that spills or leaks are easy to see. Moreover, containment structures must be constructed with sufficient freeboard to contain precipitation and prevent water and other liquids from seeping into or flowing onto it from adjacent land or structures. 40 C.F.R. § 165.45(f)(2) states, in part, that for each stationary container of liquid pesticides, “each connection on a stationary container of liquid pesticides that is below the normal liquid level must be equipped with a shutoff valve which is capable of being locked closed. A shutoff valve must be located within a secondary containment unit if one is required by subpart E of this part.”

3.42. Appurtenances associated with the Facility’s two K-PAM tanks were found to lack adequate protection from vehicles and personnel, including hoses and appurtenances located on a wooden pallet on the bare ground without physical protection around the sides. The Facility’s VAPAM and K-PAM tanks were not equipped with locking shutoff valves, and there was no secondary containment or containment pad under the K-PAM dispensing equipment as required.

3.43. Respondent violated the requirements of 40 C.F.R. § 165.85(b) as relates to the design requirements necessary to protect appurtenances associated with the Facility’s two K-PAM tanks and the VAPAM tank.

### **Count 3 -Failure to Meet Secondary Containment Capacity Requirements**

3.44. Complainant incorporates by reference paragraphs 3.1 through 3.33 into this Count as if fully set forth herein.

3.45. FIFRA regulations at 40 C.F.R. § 165.85(c) require all new secondary containment units for stationary containers of liquid pesticides and new containment pads in pesticide dispensing areas to meet the following capacity requirements:

(2) New secondary containment units for stationary containers of liquid pesticides, if exposed to or unprotected from precipitation, must have a capacity of at least 110 percent of the volume of the largest stationary pesticide container plus the volume displaced by other containers and appurtenances within the unit.

(3) New containment pads in pesticide dispensing areas which have a pesticide container or pesticide-holding equipment with a volume of 750 gallons or greater must have a holding capacity of at least 750 gallons.

(4) New containment pads in pesticide dispensing areas which do not have a pesticide container or pesticide-holding equipment with a volume of at least 750 gallons must have a holding capacity of at least 100 percent of the volume of the largest pesticide container or pesticide-holding equipment used on the pad.

3.46. On or about September 26, 2019, the Facility had two K-PAM stationary tanks without secondary containment and without a containment pad in the dispensing area. The VAPAM container had so many tears in the impermeable barrier as to render it incapable of preventing containment of any releases from the VAPAM tank.

3.47. The Facility's two K-PAM tanks lacked secondary containment with a capacity of at least 110% of the volume of the largest stationary pesticide container plus the volume displaced by other containers and appurtenances within the unit.

3.48. Therefore, Respondent violated the secondary containment capacity requirements for new secondary containment for stationary containers for liquid pesticides, and dispensing pads as required by 40 C.F.R. § 165.85(c).

#### **Count 4 - Failure to Anchor or Elevate Stationary Containers**

3.49. Complainant incorporates by reference paragraphs 3.1 through 3.33 into this Count as if fully set forth herein.

3.50. FIFRA regulations at 40 C.F.R. § 165.85(d) require new secondary containment units for stationary containers of liquid pesticides to either anchor or elevate each stationary container of liquid pesticides protected by a new secondary containment unit to prevent flotation in the event that the secondary containment unit fills with liquid.

3.51. On or about September 26, 2019, the Facility's two K-PAM tanks and the VAPAM tank, lacked elevation and anchoring as required by regulation to avoid flotation in the event of flooding.

3.52. Therefore, Respondent violated the requirements of 40 C.F.R. § 165.85(d).

#### **Count 5 Failure to Meet Construction Requirements for Containment Structures**

3.53. Complainant incorporates by reference paragraphs 3.1 through 3.33 into this Count as if fully set forth herein.

3.54. 40 C.F.R. § 165.85(e) requires new containment pads in pesticide dispensing areas to:

1. Be designed and constructed to intercept leaks and spills of pesticides which may occur in the pesticide dispensing areas.
2. Have enough surface area to extend completely beneath any container on it, with the exception of transport vehicles dispensing pesticide for sale or distribution to a stationary pesticide container. For such vehicles, the surface area of the containment pad must accommodate at least the portion of the vehicle where the delivery hose or device couples to the vehicle. This exception does not apply to transport vehicles

that are used for prolonged storage or repeated on-site dispensing of pesticides.

3. Allow, in conjunction with its sump, for removal and recovery of spilled, leaked or discharged material and rainfall, such as by a manually activated pump. Automatically-activated pumps which lack automatic overflow cutoff switches for the receiving container are prohibited.

4. Have its surface sloped toward an area where liquids can be collected for removal, such as a liquid-tight sump or a depression, in the case of a single-pour concrete pad.

3.55. On or about September 26 of 2019, the Facility's two K-PAM tank structures and appurtenances were located on bare ground without any containment pad, sump to manage and collect spilled material or rainfall, and lacking a sloped surface toward area where liquids can be collected.

3.56. Therefore, Respondent violated the general design standards for new containment pads in pesticide dispensing areas required by 40 C.F.R. § 165.85(e).

#### **Count 6 - Failure to Meet Operational, Inspection and Maintenance Requirements**

3.57. Complainant incorporates by reference paragraphs 3.1 through 3.33 into this Count as if fully set forth herein.

3.58. 40 C.F.R. § 165.90(a) requires that facility owners or operators of new or existing containment structures must meet the following operating requirements:

1. Manage the structure in a manner that prevents pesticides or materials containing pesticides from escaping from the containment structure (including, but not limited to, pesticide residues washed off the containment structure by rainfall or cleaning liquids used within the structure.)
2. Ensure that pesticide spills and leaks on or in any containment structure are collected and recovered in a manner that ensures protection of human health and the environment (including surface

water and groundwater) and maximum practicable recovery of the pesticide spilled or leaked. Cleanup must occur no later than the end of the day on which pesticides have been spilled or leaked except in circumstances where a reasonable delay would significantly reduce the likelihood or severity of adverse effects to human health or the environment.

3.59. FIFRA regulation 40 C.F.R. § 165.90(b) requires establishments with new or existing containment structures to meet the following inspection and maintenance requirements:

1. Inspect each stationary pesticide container and its appurtenances and each containment structure at least monthly... for signs of damage or leakage.
2. Initiate repair to any areas showing visible signs of damage and any seal any cracks and gaps in the containment structure or appurtenances.
3. Not store any additional pesticide on a containment structure if the structure fails to meet the requirements of this subpart until suitable repairs have been made.

3.60. On or about September 26, 2019, records were missing for the VAPAM tank. Respondent was found to have a secondary containment barrier related to the VAPAM tank to contain 27 tears, which had not been documented and repaired.

3.61. September 26, 2019, Respondent had an absence of an establishment wide operational inspection and repair process including those issues noted in Counts 1 – 5 above.

3.62. Respondent violated the requirements of at 40 C.F.R. § 165.90(b).

### **Count 7 - Failure to Maintain Records**

3.63. Complainant incorporates by reference paragraphs 3.1 through 3.33 into this Count as if fully set forth herein.

3.64 40 C.F.R. § 165.95(a) requires owners of stationary pesticide containers to maintain inspection and maintenance records for each and every stationary pesticide container and its appurtenances for three years. Inspection records must include the name of the person conducting inspection or maintenance, the date inspection or maintenance was conducted, the conditions noted, and specific maintenance performed.

3.65 On or about September 26, 2019, an inspector from ISDA requested review of the records of inspection and maintenance for each containment structure and for each stationary pesticide container and its appurtenances as required by 40 C.F.R. § 165.95(a).

3.66 Respondent did not have complete records of inspection and maintenance of each containment structure, including the two K-PAM tanks, the VAPAM tank and their appurtenances, and respective secondary containment units and containment pads during the September 26, 2019 inspection.

3.67 The Facility violated 40 C.F.R. § 165.95(a) by failing to maintain records of inspection and maintenance of each containment structure and for each stationary pesticide container and its appurtenances.

3.68 Pursuant to Section 14(a)(1) of FIFRA, 7 U.S.C. § 136l(a)(1), and 40 C.F.R. Part 19, as amended most recently in 87 Federal Record 1676, January 12, 2022, EPA may assess a civil penalty of not more than \$21,805 for each offense contained in Counts 1 through 7 herein.

#### **IV. TERMS OF SETTLEMENT**

4.1. Respondent admits the jurisdictional allegations of this Consent Agreement.

4.2. Respondent neither admits nor denies the specific factual allegations and legal conclusions contained in this Consent Agreement.

4.3. In determining the amount of penalty to be assessed, EPA has taken into account the factors specified in Section 14(a)(4) of FIFRA, 7 U.S.C. § 136l(a)(4). After considering all of these factors, EPA has determined, and Respondent agrees that an appropriate penalty to settle this action is \$144,446 (the “Assessed Penalty”).

4.4. Respondent agrees to pay the Assessed Penalty within 30 days of the effective date of the Final Order.

4.5. Payments under this Consent Agreement and the Final Order may be paid by check (mail or overnight delivery), wire transfer, ACH, or online payment. Payment instructions are available at: <http://www.epa.gov/financial/makepayment>. Payments made by a cashier’s check or certified check must be payable to the order of “Treasurer, United States of America” and delivered to the following address:

U.S. Environmental Protection Agency  
Fines and Penalties  
Cincinnati Finance Center  
P.O. Box 979077  
St. Louis, Missouri 63197-9000

Respondent must note on the check the title and docket number of this Consent Agreement and Final Order.

4.6. Concurrently with payment, Respondent must serve photocopies of the check, or proof of other payment method, described in Paragraph 4.5 on the Regional Hearing Clerk and EPA Region 10 at the following addresses:

Regional Hearing Clerk, Region 10  
U.S. Environmental Protection Agency  
R10\_RHC@epa.gov

Nicholas Hurwit  
U.S. Environmental Protection Agency  
Region 10  
Hurwit.nicholas@epa.gov

4.7. If Respondent fails to pay any portion of the Assessed Penalty in full by its due date, the entire unpaid balance of the Assessed Penalty and accrued interest shall become immediately due and owing. If such a failure to pay occurs, Respondent may be subject to a civil action under Section 14(a)(5) of FIFRA, 7 U.S.C. § 136l(a)(5), to collect any unpaid penalties, together with interest, handling charges, and nonpayment penalties, as set forth below.

4.8. If Respondent fails to pay any portion of the Assessed Penalty in full by its due date, Respondent shall also be responsible for payment of the following amounts:

- a. Interest. Pursuant to 31 U.S.C. § 3717(a)(1), any unpaid portion of the Assessed Penalty shall bear interest at the rate established by the Secretary of the Treasury from the effective date of the Final Order contained herein, provided, however, that no interest shall be payable on any portion of the Assessed Penalty that is paid within 30 days of the effective date of the Final Order contained herein.
- b. Handling Charge. Pursuant to 31 U.S.C. § 3717(e)(1), a monthly handling charge of \$15 shall be paid if any portion of the Assessed Penalty is more than 30 days past due.
- c. Nonpayment Penalty. Pursuant to 31 U.S.C. § 3717(e)(2), a nonpayment penalty of 6% per annum shall be paid on any portion of the Assessed Penalty



that is more than 90 days past due, which nonpayment shall be calculated as of the date the underlying penalty first becomes past due.

4.9. The Assessed Penalty, including any additional costs incurred under Paragraphs 4.8, represents an administrative civil penalty assessed by EPA and shall not be deductible for purposes of federal taxes.

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

4.11. The undersigned representative of Respondent also certifies that, as of the date of Respondent's signature of this Consent Agreement, Respondent has corrected the violation(s) alleged in Part III.

4.12. Except as described in Paragraph 4.8, each party shall bear its own costs and attorneys' fees in bringing or defending this action.

4.13. For the purposes of this proceeding, Respondent expressly waives any affirmative defenses and the right to contest the allegations contained in the Consent Agreement and to appeal the Final Order.

4.14. The provisions of this Consent Agreement and the Final Order shall bind Respondent and its agents, servants, employees, successors, and assigns.

4.15. Respondent consents to the issuance of any specified compliance or corrective action order arising out of the Allegations in Section III, to any conditions specified in this Consent Agreement, and to any stated permit action.

4.16. The above provisions in Part IV are STIPULATED AND AGREED upon by Respondent and EPA Region 10.

DATED: 9/28/2022

FOR RESPONDENT:



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VALLEY AGRONOMICS, LLC  
By and through Richard Lloyd, General Manager

FOR COMPLAINANT:

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EDWARD J. KOWALSKI, Director  
Enforcement & Compliance Assurance Division  
EPA Region 10

BEFORE THE  
UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

In the Matter of:	)	DOCKET NO.
	)	FIFRA-10-2022-0164
Valley Agronomics, LLC,	)	
Greenleaf, Idaho	)	<b>FINAL ORDER</b>
	)	
Respondent	)	
	)	
	)	

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1.1. The Administrator has delegated the authority to issue this Final Order to the Regional Administrator of EPA Region 10, who has redelegated this authority to the Regional Judicial Officer in EPA Region 10.

1.2. The terms of the foregoing Consent Agreement are ratified and incorporated by reference into this Final Order. Respondent is ordered to comply with the terms of the Consent Agreement.

1.3. The Consent Agreement and this Final Order constitute a settlement by EPA of all claims for civil penalties under FIFRA for the violations alleged in Part III of the Consent Agreement. In accordance with 40 C.F.R. § 22.31(a), nothing in this Final Order shall affect the right of EPA or the United States to pursue appropriate injunctive or other equitable relief or criminal sanctions for any violations of law. This Final Order does not waive, extinguish, or otherwise affect Respondent's obligations to comply with all applicable provisions of FIFRA and regulations promulgated or permits issued thereunder.

1.4. This Final Order shall become effective upon filing with the Regional Hearing Clerk.

SO ORDERED this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

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RICHARD MEDNICK  
Regional Judicial Officer  
EPA Region 10

Certificate of Service

The undersigned certifies that the original of the attached **CONSENT AGREEMENT AND FINAL ORDER, In the Matter of: Valley Agronomics, LLC, Docket No.: FIFRA-10-2022-0164**, was filed with the Regional Hearing Clerk and served on the addressees in the following manner on the date specified below:

The undersigned certifies that a true and correct copy of the document was delivered electronically by attachment to an email directed to:

Ilene M. Munk  
U.S. Environmental Protection Agency  
Region 10,  
[Munk.ilene@epa.gov](mailto:Munk.ilene@epa.gov)

Further, the undersigned certifies that a true and correct copy of the aforementioned document was delivered electronically by attachment to an email directed to counsel for Valley Agronomics

Lynn Kornfeld  
Partner  
Outside Counsel for Valley Agronomics LLC  
[Lynn.kornfeld@faegredrinker.com](mailto:Lynn.kornfeld@faegredrinker.com)

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Regional Hearing Clerk  
EPA Region 10  
[R10\\_RHC@epa.gov](mailto:R10_RHC@epa.gov)