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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:

**GROWMARK FS, LLC
1694 N. Center Avenue
Somerset, PA 15501**

Respondent.

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: **U.S. EPA Docket No. FIFRA-03-2026-0202**
:
: **Proceeding under Section 12 of the Federal**
: **Insecticide, Fungicide, and Rodenticide Act**
: **(FIFRA), 7 U.S.C. § 136j(a)(1)(E)**
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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 GROWMARK FS, LLC ("Respondent" or "GROWMARK FS") (collectively the "Parties"), pursuant to Section 12 of the Federal Insecticide, Fungicide, and Rodenticide Act ("FIFRA"), 7 U.S.C. §§ 136 et seq., 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. FIFRA 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 FIFRA (or the "Act") 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)(1).

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. Except as provided in Paragraph 6 above, Respondent neither admits nor denies the alleged violations of law set forth in this Consent Agreement.
8. 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.
9. 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.
10. 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.
11. Respondent shall bear its own costs and attorney’s fees in connection with this proceeding.
12. 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

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 is a limited liability company organized under the laws of Delaware and registered to conduct business in the Commonwealth of Pennsylvania, with a business address located at 1694 N. Center Avenue, Somerset, PA 15501 (hereinafter “the Facility”).
15. At all times relevant to the violations alleged in this Consent Agreement and Final Order, Respondent was and is a “person” as that term is defined in Section 2(s) of FIFRA, 7 U.S.C. § 136(s) and is subject to the assessment of civil penalties for the violations alleged herein.
16. On May 9, 2025, a duly authorized EPA inspector conducted an unannounced producer establishment inspection of the Facility to assess GROWMARK FS’s compliance with FIFRA and its implementing regulations at 40 C.F.R. Parts 156 and 157.
17. During the inspection, the EPA inspector met with Samuel Dively, Facility Manager, and documented the firm’s production, labeling, and distribution activities for pesticide products. GROWMARK FS operates as a limited-liability company engaged in retail sales of agronomic inputs including fertilizers, seed, crop protection materials, and fuels. The Somerset location is a registered EPA-producing establishment that repackages and distributes the following EPA-registered pesticide products including Infantry 4L (EPA Reg. No. 100-497-534 [a supplemental distributor version of “Aatrex 4L” / EPA Product Reg. # 100-497 – registered to Syngenta Crop Protection, LLC]).
18. The EPA inspector collected true and correct copies of product labels, repackaging agreements, and bills of lading or receipts for sale. All pesticide products subject of this Consent Agreement and Final Order were received in bulk from domestic suppliers and repackaged on-site into cage tanks or shuttles for sale to agricultural customers.
19. The EPA determined based on a review of the collected documentation that the label provided to the EPA inspector for Infantry 4L, a supplemental distributor product of Aatrex 4L registered to Syngenta Crop Protection LLC, and sold or distributed by GROWMARK FS, allegedly failed to meet the mandatory labeling requirements under FIFRA § 2(q).

Counts I-II
Unlawful Sale of Misbranded Pesticide

20. The information and allegations in the preceding paragraphs of this Consent Agreement and Final Order are incorporated herein by reference.
21. Section 12(a)(1)(E) of FIFRA, 7 U.S.C. § 136j(a)(1)(E), makes it unlawful for any person in any State to distribute or sell to any person any pesticide which is adulterated or misbranded.
22. Under Section 2(q) of FIFRA, 7 U.S.C. § 136(q), a pesticide is deemed misbranded if, among other things:
 - § 2(q)(1)(A): its labeling bears any statement, design, or graphic representation relative thereto or to its ingredients which is false or misleading in any particular;
 - § 2(q)(1)(E): any word, statement, or other information required by or under authority of this Act to appear on the label or labeling is not prominently placed thereon with such conspicuousness (as compared with other words, statements, designs, or graphic matter in the labeling) and in such terms as to render it likely to be read and understood by the ordinary individual under customary conditions of purchase and use;
 - § 2(q)(1)(F): the labeling accompanying it does not contain directions for use which are necessary for effecting the purpose for which the product is intended and if complied with, together with any requirements imposed under section 3(d) of this Act, are adequate to protect health and the environment; or
 - § 2(q)(1)(G): the label does not contain a warning or caution statement which may be necessary and if complied with, together with any requirements imposed under section 3(d) of this Act, is adequate to protect health and the environment.
23. During the inspection conducted on May 9, 2025, an EPA inspector collected product labels used by Respondent for Infantry 4L and compared them to the most recent EPA-accepted labels dated July 8, 2024, and November 10, 2021, respectively.
24. The comparison revealed numerous discrepancies between the collected product label and the EPA-accepted label, including potentially false or misleading statements, non-prominent placement of required information, inadequate directions for use, and missing or insufficient warnings which include:

a. Missing the “Non-Target Organism Advisory Statement”

- "This product is toxic to plants and may adversely impact the forage and habitat of nontarget organisms, including pollinators, in areas adjacent to the treated site. Protect the forage and habitat of nontarget organisms by following label directions intended to minimize spray drift."

b. Missing the "Endangered Species" paragraph

- "It is a Federal offense to use any pesticide in a manner that results in an unauthorized 'take' (e.g., kill or otherwise harm) of an endangered species under the Endangered Species Act section 9. When using this product, you must follow the measures contained in the Endangered Species Protection Bulletin for the area in which you are applying the product. You must obtain a Bulletin no earlier than six months before using this product. To obtain Bulletins, consult <http://www.epa.gov/espp/>, call 1-844-447-3813, or email ESPP@epa.gov. You must use the Bulletin valid for the month in which you will apply the product."

c. Missing Multiple "Use Restrictions" statements

- "Not for use in the states of Hawaii or Alaska, or in the U.S. territories (Puerto Rico, Guam, American Samoa, the U.S. Virgin Islands, and the North Mariana Islands)."
- "Do not apply atrazine and propazine products to the same sorghum acre."
- "Prohibit application via mechanically pressurized handguns to macadamia nuts, sweet corn, and guava."
- "Use on roadsides; Conservation Reserve Program (CRP) land; conifers, including Christmas Tree plantings; timber; forestry; and, Miscanthus and other perennial bioenergy crops is prohibited."
- "Residential turf, sprays: Reduce the single maximum application rate to 1.0 lb ai/A."
- "Applications made by backpack-spray to landscape turf: Restrict backpack application to landscape turf to spot treatments only."
- "Commercial Fertilizer: The impregnation of dry bulk commercial fertilizer is restricted to 340 tons per worker per day for no more than 30 days per calendar year for use on corn, sorghum and sod."

d. The “Resistance Management” section differs considerably from the EPA-accepted label

- “WEED RESISTANCE MANAGEMENT
Atrazine, the active ingredient in this product, is a Group 5 herbicide based on the mode of action classification system of the Weed Science Society of America. Any weed population may contain plants naturally resistant to Group 5 herbicides. Such resistant weed plants may not be effectively managed using Group 5 herbicides but may be effectively managed utilizing another herbicide alone or in mixtures from a different group and/or by using cultural or mechanical practices. However, an herbicide mode of action classification by itself may not adequately address specific weeds that are resistant to specific herbicides. Consult your local company representative, state cooperative extension service, professional consultants or other qualified authorities to determine appropriate actions for treating specific resistant weeds.”
- “Scout and know your field
 - Know weed species present in the field to be treated through scouting and field history. An understanding of weed biology is useful in designing a resistance management strategy. Ensure the weed management program will control all weeds present.
 - Fields should be scouted prior to application to determine species present and growth stage. Always apply this herbicide at the full labeled rate and correct timing for the weeds present in the field.”
- “Utilize non-herbicidal practices to add diversity
 - Use diversified management tactics such as cover crops, mechanical weed control, harvest weed seed control, and crop rotation as appropriate.”
- Use good agronomic practices, start clean and stay clean.
 - Use good agronomic practices that enhance crop competitiveness.
 - Plant into weed-free fields utilizing tillage or an effective burndown herbicide for control of emerged weeds.
 - Sanitize farm equipment to avoid spreading seed or vegetative propagules prior to leaving fields.”

- “Difficult to control weeds
 - Fields with difficult to control weeds should be planted in rotation with crops that allow the use of herbicides with an alternative mode of action or different management practices.
 - Difficult to control weeds may require sequential applications, such as a broad spectrum preemergence herbicide followed by one or more postemergence herbicide applications. Utilize herbicides containing different modes of action effective on the target weeds in sequential applications.”
- “Do not overuse the technology
 - Do not use more than two applications of this or any other herbicide with the same mode of action in a single growing season unless mixed with an herbicide with a different mode of action which provides overlapping spectrum for the difficult to control weeds.”
- “Scout and inspect fields following application
 - Prevent an influx of weeds into the field by controlling weeds in field borders.
 - Scout fields after application to verify that the treatment was effective.
 - Suspected- herbicide resistant weeds may be identified by these indicators
 - Failure to control a weed species normally controlled by the herbicide at the dose applied, especially if control is achieved on adjacent weeds;
 - A spreading patch of non-controlled plants of a particular weed species; and
 - Surviving plants mixed with controlled individuals of the same species.
 - Report non-performance of this product to your Syngenta retailer, Syngenta representative, or call 1-866-Syngenta(a) (866-796-4368). If resistance is suspected ensure weed escapes are controlled using an herbicide with an effective mode of action and/or use non-chemical means to prevent further seed production.”
- “Prevent weed escapes before, during, and after harvest
 - Do not allow weed escapes to produce seed or vegetative structures such as tubers or stolons which contribute to spread and survival. Consider harvest weed seed management and control weeds post-harvest to prevent seed production.”

- “Resistant Weeds”
 - Contact your local Syngenta representative, retailer, crop advisor or extension agent to determine if weeds resistant to this mode of action are present in your area. If resistant biotypes have been reported, use the full labeled rate of this product, apply at the labeled timing, and tank-mix with a different mode of action product so there are multiple effective modes of application for each suspected resistant weed.”

e. The “Aerial Drift Management” section differs considerably from the EPA-accepted label

“SPRAY DRIFT MANAGEMENT”

“MANDATORY SPRAY DRIFT MANAGEMENT”

- “Aerial Applications”
 - Do not release spray at a height greater than 10 ft above the ground or vegetative canopy, unless a greater application height is necessary for pilot safety.
 - Applicators are required to use a coarse or coarser droplet size (ASABE S572).
 - If the windspeed is 10 miles per hour or less, applicators must use $\frac{1}{2}$ swath displacement upwind at the downwind edge of the field. When the windspeed is between 11-15 miles per hour, applicators must use $\frac{3}{4}$ swath displacement upwind at the downwind edge of the field.
 - Do not apply when wind speeds exceed 15 mph at the application site. If the windspeed is greater than 10 mph, the boom length must be 65% or less of the wingspan for fixed-wing aircraft and 75% or less of the rotor diameter for helicopters. Otherwise, the boom length must be 75% or less of the wingspan for fixed-wing aircraft and 90% or less of the rotor diameter for helicopters.
 - Do not apply during temperature inversions.
 - User must maintain a 150 foot (46 m) in-field downwind buffer (in the direction in which the wind is blowing) from the edge of streams and rivers, as well as high-tide line for all estuarine/marine environments.”
- “Ground Boom Applications”
 - User must only apply with the release height recommended by the manufacturer, but no more than 4 feet above the ground or crop canopy.

- Applicators are required to use a coarse or coarser droplet size (ASABE S572).
 - Do not apply when wind speeds exceed 10 miles per hour at the application site.
 - Do not apply during temperature inversions.
 - User must maintain a 15 foot (4.6 m) in-field downwind buffer (in the direction in which the wind is blowing) from the edge of streams and rivers, as well as hightide line for all estuarine/marine environments.”
- “Boomless Ground Applications
 - Applicators are required to use a coarse or coarser droplet size (ASABE S572).
 - Do not apply when wind speeds exceed 10 miles per hour at the application site.
 - Do not apply during temperature inversions.
 - User must maintain a 15 foot (4.6 m) in-field downwind buffer (in the direction in which the wind is blowing) from the edge of streams and rivers, as well as high-tide line for all estuarine/marine environments.”

f. The “Aerial Drift Reduction Advisory Information” section differs considerably from the EPA-accepted label

“SPRAY DRIFT ADVISORIES”

“THE APPLICATOR IS RESPONSIBLE FOR AVOIDING OFF-SITE SPRAY DRIFT. BE AWARE OF NEARBY NON-TARGET SITES AND ENVIRONMENTAL CONDITIONS.”

“IMPORTANCE OF DROPLET SIZE

An effective way to reduce spray drift is to apply large droplets. Use the largest droplets that provide target pest control. While applying larger droplets will reduce spray drift, the potential for drift will be greater if applications are made improperly or under unfavorable environmental conditions.”

- “Controlling Droplet Size – Ground Boom
 - Volume – Increasing the spray volume so that larger droplets are produced will reduce spray drift. Use the highest practical spray volume for the application. If a greater spray volume is needed, consider using a nozzle with a higher flow rate.
 - Pressure – Use the lowest spray pressure recommended for the nozzle to produce the target spray volume and droplet size.
 - Spray Nozzle – Use a spray nozzle that is designed for the

intended application. Consider using nozzles designed to reduce drift.”

- “Controlling Droplet Size - Aircraft
 - Adjust nozzles – Follow nozzle manufacturers’ recommendations for setting up nozzles. Generally, to reduce fine droplets, nozzles should be oriented parallel with the airflow in flight.”
- “BOOM HEIGHT – Ground Boom
 - For ground equipment, the boom should remain level with the crop and have minimal bounce.”
- “RELEASE HEIGHT – Aircraft
 - Higher release heights increase the potential for spray drift.”
- “SHIELDED SPRAYERS
 - Shielding the boom or individual nozzles can reduce spray drift. Consider using shielded sprayers. Verify that the shields are not interfering with the uniform deposition of the spray on the target area.”
- “TEMPERATURE AND HUMIDITY
 - When making applications in hot and dry conditions, use larger droplets to reduce effects of evaporation.”
- “TEMPERATURE INVERSIONS
 - Drift potential is high during a temperature inversion. Temperature inversions are characterized by increasing temperature with altitude and are common on nights with limited cloud cover and light to no wind. The presence of an inversion can be indicated by ground fog or by the movement of smoke from a ground source or an aircraft smoke generator. Smoke that layers and moves laterally in a concentrated cloud (under low wind conditions) indicates an inversion, while smoke that moves upward and rapidly dissipates indicates good vertical air mixing.”
- “WIND
 - Drift potential generally increases with wind speed. AVOID APPLICATIONS DURING GUSTY WIND CONDITIONS.
 - Applicators need to be familiar with local wind patterns and terrain that could affect spray drift.”
- “Boomless Ground Applications

- Setting nozzles at the lowest effective height will help to reduce the potential for spray drift.”
- “Handheld Technology Applications
 - Take precautions to minimize spray drift.”

g. The “Chemical Fallow” section is missing information on the EPA-accepted label

“Users must only apply to fallow land in the following states according to the prescribed rotation pattern in the table below:

Fallow Rotation Pattern	Fallow Use Authorized in these States only
Wheat-Corn-Fallow	CO, KS, ND, NE, SD & WY
Wheat-Fallow-Wheat	CO, KS, ND, NE, SD & WY
Wheat-Sorghum-Fallow	AR, CO, GA, IL, KS, LA, MS, MO, NE, NM, NC, OK, SD & TX

Wheat-Sorghum-Fallow (AR, CO, GA, IL, KS, LA, MS, MO, NE, NM, NC, OK, SD & TX Only).

It is the pesticide user’s responsibility to ensure that all products are registered for the intended use. Read and follow the applicable restrictions, limitations and directions for use on all specified product labels involved in tank mixing. Users must follow the most restrictive directions for use and precautionary statements of each product in the tank mixture.”

h. The “Tank Mixtures for Chemical Fallow / Wheat-Fallow-Wheat” section lists instructions for aerial application

EPA-accepted labels do not list instructions for aerial applications under the “Tank Mixtures for Chemical Fallow / Wheat-Fallow-Wheat” section.

“Aerial Application “In order to assure that spray will be controllable within the target area when used according to label directions, make applications at a maximum height of 10 ft. using low-drift nozzles at a maximum pressure of 40 psi. and restrict application to periods when wind speed does not exceed 10 mph. To assure that spray will not adversely affect adjacent sensitive nontarget plants, apply Infantry 4L alone by aircraft at a minimum upwind distance of 400 ft. from sensitive plants.”

i. Lists a section for application to “Roadsides”

EPA-accepted labels do not list a section for application to roadsides.

(The following is found under the “Use Restrictions” section: “Use on roadsides; Conservation Reserve Program (CRP) land; conifers, including Christmas Tree plantings; timber; forestry; and, Miscanthus and other perennial bioenergy crops is prohibited.”)

j. Lists a section for application to “Conifers”

EPA-accepted labels do not list a section for application to conifers.

(The following is found under the “Use Restrictions” section: “Use on roadsides; Conservation Reserve Program (CRP) land; conifers, including Christmas Tree plantings; timber; forestry; and, Miscanthus and other perennial bioenergy crops is prohibited.”)

EPA’s investigation determined that Infantry 4L was allegedly sold or distributed under the misbranded label on at least two (2) occasions between May 2023 and April 2025. Each such sale constitutes a separate violation under FIFRA § 12(a)(1)(E), 7 U.S.C. § 136j(a)(1)(E).

It is the EPA’s position that GROWMARK FS is responsible for compliance with FIFRA § 12(a)(1)(E), 7 U.S.C. § 136j(a)(1)(E). To the extent there are any ongoing violations of the FIFRA § 12(a)(1)(E), 7 U.S.C. § 136j(a)(1)(E), GROWMARK FS is responsible for immediately remedying those violations to bring the Facility into compliance.

25. As a result of the foregoing, the EPA concludes these discrepancies constitute misbranding under FIFRA § 2(q). A pesticide is deemed “misbranded” if its label includes statements or representations that are false or misleading in any particular (FIFRA § 2(q)(1)(A)), fails to prominently display required information so an ordinary user can read and understand it (FIFRA § 2(q)(1)(E)), lacks directions for use necessary for its intended purpose (FIFRA § 2(q)(1)(F)), or fails to include required warning and caution statements (FIFRA § 2(q)(1)(G)).
26. Likewise, as a result of the foregoing, the EPA concludes that, by distributing or selling a misbranded pesticide product, Respondent violated Section 12(a)(1)(E) of FIFRA, 7 U.S.C. § 136j(a)(1)(E), and is subject to the assessment of civil penalties under Section 14(a) of FIFRA, 7 U.S.C. § 136l(a).

CIVIL PENALTY

27. 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 THIRTEEN THOUSAND SIX HUNDRED SIXTY-THREE DOLLARS (\$13,663) ("Assessed Penalty"), which Respondent shall be liable to pay in accordance with the terms set forth below.
28. In determining the amount of the Assessed Penalty, EPA has taken into account the factors specified in Section 14(a)(4) of FIFRA, 7 U.S.C. § 136l(a)(4).
29. The Assessed Penalty is based upon the EPA's consideration of a number of factors, including the penalty criteria ("statutory factors") set forth in Section 14(a)(4) of FIFRA, 7 U.S.C. § 136l(a)(4), including the following: the size of business of the person charged, the effect of the person's ability to continue in business, and the gravity of the violation. These factors were applied to the particular facts and circumstances of this case with specific reference to the EPA's FIFRA Enforcement Response Policy (December 2009), which reflects the statutory penalty criteria and factors set forth at Section 14(a)(4) of FIFRA, 7 U.S.C. § 136l(a)(4), 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.
30. Respondent agrees to pay the Assessed Penalty within thirty (30) days of the Effective Date of this Consent Agreement and Final Order.
31. 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>. 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 payment as provided on the above website.
32. When making a payment, Respondent shall:
 - a. Identify every payment with Respondent's name and the docket number of this Consent Agreement, FIFRA-03-2026-0202.
 - 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):

John Rutherford
Assistant Regional Counsel
Rutherford.John@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, 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.

33. Interest, Charges, and Penalties on Late Payments. Pursuant to 7 U.S.C. § 136l(a), 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 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, and other charges, that remain delinquent more than ninety (90) days.

34. 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 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. Per 7 U.S.C. § 136l(a), the Attorney General will bring a civil action in the appropriate district court to recover the full remaining balance of the debt plus interest. In such an action, the validity, amount, and appropriateness of the Assessed Penalty shall not be subject to review.

35. 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.

36. Tax Treatment of Penalties. Penalties, interest, and other charges paid pursuant to this Consent Agreement shall not be deductible for purposes of federal taxes.

37. The Parties consent to service of the Final Order by e-mail at the following valid email addresses: Rutherford.john@epa.gov (for Complainant), and stpieshala@growmarkfs.com (for GROWMARK FS, LLC).

GENERAL SETTLEMENT CONDITIONS

38. 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.

39. 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

40. 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

41. 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 FIFRA, or any regulations promulgated thereunder.

RESERVATION OF RIGHTS

42. 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 FIFRA, 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

43. 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

44. 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

45. This Consent Agreement and Final Order constitute 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.

In the Matter of: Growmark FS, LLC

EPA Docket No. FIFRA-03-2026-0202

For Respondent: GROWMARK FS, LLC

Date: 7/27/26

By:

Steven A Pieshala

Digitally signed by: Steven A Pieshala
DN: CN = Steven A Pieshala email =
stpieshala@growmarkfs.com C = US O =
GROWMARK FS, LLC
Date: 2026.07.27 19:12:43 -04'00'

Steven Pieshala
Operations & EHS Manager

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]
Andrea Bain, Acting Director
Enforcement & Compliance Assurance Division
U.S. EPA – Region 3
Complainant

Attorney for Complainant:

By: _____
[Digital Signature and Date]
John Rutherford
Assistant Regional Counsel
U.S. EPA – Region 3

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

FILED

Sep 09, 2026

2:46 pm

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

In the Matter of:

**GROWMARK FS, LLC
1694 N. Center Avenue
Somerset, PA 15501**

Respondent

:
:
: **U.S. EPA Docket No. FIFRA-03-2026-0202**
:
: **Proceeding under Section 12 of the Federal**
: **Insecticide, Fungicide, and Rodenticide Act**
: **(FIFRA), 7 U.S.C. § 136j(a)(1)(E)**
:
:
:
:
:

FINAL ORDER

Pursuant to 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, with specific reference to Sections 22.18(b)(2) and (3), the Consent Agreement resolving this matter is hereby ratified and incorporated by reference into this Final Order.

The Respondent is hereby **ORDERED** to comply with all of the terms of the Consent Agreement.

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:	:
	:
GROWMARK FS, LLC	: U.S. EPA Docket No. FIFRA-03-2026-0202
1694 N. Center Avenue	:
Somerset, PA 15501	: Proceeding under Section 12 of the Federal
	: Insecticide, Fungicide, and Rodenticide Act
	: (FIFRA), 7 U.S.C. § 136j(a)(1)(E)
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:

Steven Pieshala
Operations & EHS Manager
stpieshala@growmarkfs.com
308 NE Front Street
Milford, DE 19963

John Rutherford
Assistant Regional Counsel
U.S. EPA, Region 3
Rutherford.John@epa.gov

Kyla L. Townsend-McIntyre
Enforcement Officer
U.S. EPA, Region 3
Townsend.Kyla@epa.gov

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