

2013 JUL 31 AM 11:43

US EPA - REGION IX  
HEARING CLERK

1 ROBERT MOYER  
 2 Acting Regional Counsel  
 3  
 4 Margaret Alkon  
 5 Assistant Regional Counsel  
 6 U.S. Environmental Protection Agency  
 7 Region IX  
 8 75 Hawthorne Street  
 9 San Francisco, CA 94105  
 10 (415) 972-3890

11  
 12 **UNITED STATES**  
 13 **ENVIRONMENTAL PROTECTION AGENCY**  
 14 **REGION IX**  
 15 **75 HAWTHORNE STREET**  
 16 **SAN FRANCISCO, CA 94105**

17  
 18 In the matter of: ) Docket No. FIFRA-09-2013- 0005  
 19 ) **CONSENT AGREEMENT**  
 20 Helena Chemical Company, ) and  
 21 Hanford, California ) **FINAL ORDER PURSUANT TO**  
 22 Respondent. ) **SECTIONS 22.13 AND 22.18**  
 23 )  
 24

25  
 26 **I. CONSENT AGREEMENT**

27 Complainant, the Assistant Director, Water and Pesticide Branch, of the Enforcement  
 28 Division, United States Environmental Protection Agency, Region 9, ("EPA") and Respondent  
 29 Helena Chemical Company (hereafter "Respondent") seek to settle this case and consent to the  
 30 entry of this Consent Agreement and Final Order ("CAFO") which simultaneously commences  
 31 and concludes this matter in accordance with 40 C.F.R. §§ 22.13(b) and 22.18(b).

32 **A. AUTHORITY AND PARTIES**

33 1. This civil administrative proceeding is initiated against Respondent pursuant to  
 34 Section 14(a) of the Federal Insecticide, Fungicide, and Rodenticide Act, 7 U.S.C. § 136, et seq.  
 35 (hereinafter referred to as "FIFRA" or the "Act"), and the Consolidated Rules of Practice

1 Governing the Administrative Assessment of Civil Penalties, 40 C.F.R. Part 22.

2 2. Complainant is the Assistant Director of the Water and Pesticide Branch, Enforcement  
3 Division, who has been duly delegated to commence and settle an enforcement action in this  
4 matter.

5 3. Respondent is a Delaware corporation that owns, operates, or otherwise controls a  
6 facility located at 12218 11<sup>th</sup> Avenue, Hanford, California.

7 **B. APPLICABLE STATUTES AND REGULATIONS**

8 4. Pursuant to sections 3, 8, 19 and 25 of FIFRA, 7 U.S.C. 136a, 136f, 136q and 136w,  
9 the EPA Administrator promulgated regulations that govern standards for pesticide containment  
10 structures which are known as the **Containment Regulations** and codified at 40 C.F.R. Part 165,  
11 Subpart E.

12 5. Section 2(u) of FIFRA, 7 U.S.C. §136(u), states that the term "pesticide" means any  
13 substance or mixture of substances intended for preventing, destroying, repelling, or mitigating  
14 any pest.

15 6. *Agricultural pesticide* means any pesticide product labeled for use in or on a farm,  
16 forest, nursery, or greenhouse. 40 C.F.R. § 165.3.

17 7. *Appurtenance* means any equipment or device which is used for the purpose of  
18 transferring a pesticide from a stationary pesticide container or to any refillable container,  
19 including but not limited to, hoses, fittings, plumbing, valves, gauges, pumps and metering  
20 devices. 40 C.F.R. § 165.3.

21 8. *Containment pad* means any structure that is designed and constructed to intercept and  
22 contain pesticides, rinsates, and equipment wash water at a pesticide dispensing area. 40 C.F.R. §  
23 165.3.

1           9. *Containment structure* means either a secondary containment unit or a containment  
2 pad. 40 C.F.R. § 165.3.

3           10. *Facility* means all buildings, equipment, structures, and other stationary items which  
4 are located on a single site or on contiguous or adjacent sites and which are owned or operated by  
5 the same person (or by any person who controls, who is controlled by, or who is under common  
6 control with such person). 40 C.F.R. § 165.3.

7           11. *Establishment* means any site where a pesticidal product, active ingredient, or device  
8 is produced, regardless of whether such site is independently owned or operated, and regardless  
9 of whether such site is domestic and producing a pesticidal product for export only, or whether  
10 the site is foreign and producing any pesticidal product for import into the United States. 40  
11 C.F.R. § 165.3.

12           12. *Operator* means any person in control of, or having responsibility for, the daily  
13 operation of a facility at which a containment structure is located.

14           13. *Owner* means any person who owns a facility at which a containment structure is  
15 required. 40 C.F.R. § 165.3.

16           14. *Pesticide dispensing area* means an area in which pesticide is transferred out of or  
17 into a container. 40 C.F.R. § 165.3.

18           15. *Produce* means to manufacture, prepare, propagate, compound, or process any  
19 pesticide, including any pesticide produced pursuant to section 5 of the Act, and any active  
20 ingredient or device, or to package, repackage, label, relabel, or otherwise change the container  
21 of any pesticide or device. 40 C.F.R. § 165.3.

22           16. *Refilling establishment* means an establishment where the activity of repackaging  
23 pesticide product into refillable containers occurs.

1           17. *Refillable container* means a container that is intended to be filled with pesticide more  
2 than once for sale or distribution. 40 C.F.R. § 165.3.

3           18. *Repackage* means, for the purposes of this part, to transfer a pesticide formulation  
4 from one container to another without a change in the composition of the formulation, the  
5 labeling content, or the product's EPA registration number, for sale or distribution. 40 C.F.R. §  
6 165.3.

7           19. *Secondary containment unit* means any structure, including rigid diking, that is  
8 designed and constructed to intercept and contain pesticide spills and leaks and to prevent runoff  
9 and leaching from stationary pesticide containers. 40 C.F.R. § 165.3.

10           20. *Stationary pesticide container* means a refillable container that is fixed at a single  
11 facility or establishment or, if not fixed, remains at the facility or establishment for at least 30  
12 consecutive days, and that holds pesticide during the entire time. 40 C.F.R. § 165.3.

13           21. Owners or operators of refilling establishments who repackage agricultural pesticides  
14 and whose principal business is retail sale (i.e., more than 50% of total annual revenue comes  
15 from retail operations) that have a stationary pesticide container or a pesticide dispensing  
16 (including container refilling) area must comply with the Containment Regulations. 40 C.F.R. §  
17 165.80(b)(1).

18           22. Stationary pesticide containers designed to hold undivided quantities of agricultural  
19 pesticides equal to or greater than 500 gallons (1,890 liters) of liquid pesticide are subject to the  
20 Container Regulations and must have a secondary containment unit that complies with the  
21 Container Regulations (unless the container is empty; holds only pesticide rinsates or wash  
22 waters, and is labeled accordingly; holds only pesticides which would be gaseous when released  
23 at atmospheric temperature and pressure; or is dedicated to non-pesticide use, and is labeled

1 accordingly). 40 C.F.R. § 165.81 (b).

2 23. Pesticide dispensing areas are subject to the Containment Regulations if agricultural  
3 pesticides are dispensed from a stationary pesticide container designed to hold undivided  
4 quantities of agricultural pesticides equal to or greater than 500 gallons (1,890 liters) of liquid  
5 pesticide for any purpose, including refilling or emptying for cleaning. 40 C.F.R. § 165.82(a)(1).

6 24. Pesticide dispensing areas are subject to the Containment Regulations and must have  
7 a containment pad that complies with the requirements of the Containment Regulations if  
8 Agricultural pesticides are dispensed from a transport vehicle for purposes of filling a refillable  
9 container. 40 C.F.R. § 165.82(a)(3).

10 25. An existing containment structure is one whose installation began on or before  
11 November 16, 2006. 40 C.F.R. § 165.83(b).

12 26. One of the general design requirements for an existing containment structure is that  
13 the owner or operator must protect appurtenances and pesticide containers against damage from  
14 operating personnel and moving equipment. Means of protection include, but are not limited to,  
15 supports to prevent sagging, flexible connections, the use of guard rails, barriers, and protective  
16 cages. 40 C.F.R. § 165.87(b)(1).

17 27. Existing containment pads in pesticide dispensing areas which have a pesticide  
18 container or pesticide-holding equipment with a volume of 750 gallons or greater must have a  
19 holding capacity of at least 750 gallons. 40 C.F.R. § 165.87(c)(2).

20 28. The deadline for compliance with all applicable containment regulations for new and  
21 existing structures was August 17, 2009. 40 C.F.R. § 165.80(c).

22 29. Section 12(a)(2)(S) of FIFRA, 7 U.S.C. § 136j(a)(2)(S), states that it shall be  
23 unlawful for any person to violate any regulation issued under Sections 3 or 19 of FIFRA, 7

1 U.S.C. § 136a(a) and 136q.  
2

3 **C. COMPLAINANT'S ALLEGATIONS**

4 *General Allegations*

5 Complainant alleges:

6 30. Paragraphs 1 through 29 are incorporated herein by reference.

7 31. Respondent is a "person" as that term is defined by Section 2(s) of FIFRA, 7 U.S.C.  
8 § 136(s), and as such is subject to FIFRA and the regulations promulgated thereunder.

9 32. Respondent is an *owner and operator of a facility* that is an *establishment*, as those  
10 terms are defined by 40 C.F.R. § 165.3, located at 12218 11th Avenue, Hanford, California (The  
11 "Hanford Establishment").

12 33. Respondent has registered the Hanford Establishment (EPA Establishment Number  
13 5905-CA-017) with EPA pursuant to Section 7 of FIFRA, 7 U.S.C. § 136e.

14 34. The Hanford Establishment *repackages* Roundup Powermax, EPA Reg. No 524-537,  
15 Roundup Weathermax, EPA Reg. No. 524-549, and Prowl H2O, EPA Reg. No. 241-418, as that  
16 term is defined by 40 C.F.R. § 165.3.

17 35. Roundup Powermax, EPA Reg. No 524-537, Roundup Weathermax, EPA Reg. No.  
18 524-549, and Prowl H2O, EPA Reg. No. 241-418, are each an *agricultural pesticide*, as that term  
19 is defined by 40 C.F.R. § 165.3.

20 36. The Hanford Establishment is a *refilling establishment*, as that term is defined by 40  
21 C.F.R. § 165.3, that repackages agricultural pesticides and conducts pesticide dispensing.

22 37. More than 50% of the Hanford Establishment's total annual revenue comes from  
23 retail operations.

1           38. The Hanford Establishment includes three bulk pesticide tanks (“Tank 1, Tank 2, and  
2 Tank 3”) that are stationary *pesticide containers* located within a *secondary containment unit*,  
3 with an adjacent repackaging station within the warehouse, which is a *pesticide dispensing area*,  
4 as those terms are defined by 40 C.F.R. § 165.3.

5           39. At all times relevant to this CAFO, Tank 1 contained Roundup Power Max, Tank 2  
6 contained Roundup WeatherMax, and Tank 3 contained Prowl H20.

7           40. At all times relevant to this CAFO, Tank 1 had a holding capacity of approximately  
8 2536 gallons.

9           41. At all times relevant to this CAFO, Tank 2 and 3 were not larger than Tank 1. At all  
10 times relevant to this CAFO, Tank 2 and Tank 3 each had a holding capacity of at least 1500  
11 gallons.

12           42. Each of Tank 1, Tank 2, and Tank 3 were designed to hold undivided quantities of  
13 agricultural pesticides equal to or greater than 500 gallons (1,890 liters) of liquid pesticide.

14           43. Adjacent to the enclosed warehouse, Hanford Establishment also contains an outdoor  
15 *pesticide dispensing area* with a concrete *containment pad*, as those terms are defined by 40  
16 C.F.R. § 165.3 (the “Containment Pad”).

17           44. The containment structures at Hanford Establishment were constructed on or before  
18 November 16, 2006.

19           45. The containment structures at Hanford Establishment are existing containment  
20 structures, as that term is defined by 40 C.F.R. § 165.83(b).

21           **Count I Failure of Containment Pad to Have Sufficient Holding Capacity**

22           46. Paragraphs 1 through 45 are incorporated herein by reference.

23           47. At all times relevant to this CAFO, bulk product delivery trucks on the Containment

1 Pad to transfer pesticides have a holding capacity of over 750 gallons (as much as 1500 - 2000  
2 gallons).

3 48. The Containment Pad has a holding capacity of less than 750 gallons.

4 49. The Containment Pad is required to have a holding capacity of at least 750 gallons.

5 40 C.F.R. § 165.87(c)(2).

6 50. Respondent failed to have the required holding capacity for the Containment Pad, in  
7 violation of 40 C.F.R. 165.87(c)(2).

8 51. Respondent violated section 12(a)(2)(S) of FIFRA, 7 U.S.C. § 136j(a)(2)(S), by  
9 failing to comply with 40 C.F.R. § 165.87(c)(2).

10 **Count II Failure to Protect Appurtenances**

11 52. Paragraphs 1 through 51 are incorporated herein by reference.

12 53. On or about April 20, 2011, an inspector from the California Department of Pesticide  
13 Regulation conducted an inspection of the Hanford Establishment.

14 54. On or about April 20, 2011, a dispensing hose in the Hanford Establishment  
15 repackaging station within the warehouse was unprotected from damage from personnel and  
16 moving equipment.

17 55. On or about April 20, 2011, three pipes protruding through the warehouse wall and  
18 two hoses in the Containment Pad, used to transfer pesticide to Tanks 1, 2, and 3, were  
19 unprotected from damage from personnel and moving equipment.

20 56. The hose in the repackaging station, the hoses in Containment Pad, and the  
21 protruding pipes are each *appurtenances* as that term is defined by 40 C.F.R. § 165.3.

22 57. On or about April 20, 2011, appurtenances at the Hanford Establishment were  
23 unprotected from damage from personnel and moving equipment.



1 58. Respondent failed to protect appurtenances against damage from operating personnel  
2 and moving equipment, in violation of 40 C.F.R. § 165.87(b)(1).

3 59. Respondent violated section 12(a)(2)(S) of FIFRA, 7 U.S.C. § 136j(a)(2)(S), by  
4 failing to comply with 40 C.F.R. § 165.87(b)(1).

5 **D. RESPONDENT'S ADMISSIONS**

6 60. In accordance with 40 C.F.R. § 22.18(b)(2), and for the purpose of this proceeding,  
7 Respondent (i) admits that EPA has jurisdiction over the subject matter of this CAFO and over  
8 Respondent; (ii) **neither admits nor denies** the specific factual allegations contained in Section  
9 I.C. of this CAFO; (iii) consents to any and all conditions specified in this CAFO, (iv) consents  
10 to the assessment of the civil administrative penalty under Section I.E of this CAFO; (v) waives  
11 any right to contest the allegations contained in Section I.C. of this CAFO; and (vi) waives the  
12 right to appeal the proposed final order contained in this CAFO.

13 **E. CIVIL ADMINISTRATIVE PENALTY**

14 61. Respondent consents to the assessment of a penalty in the amount of **TWELVE**  
15 **THOUSAND EIGHT HUNDRED DOLLARS (\$12,800)** as final settlement and complete  
16 satisfaction of the civil claims against Respondent arising under the Act and from the facts  
17 alleged in Section I.C. of the CAFO. Respondent shall pay this civil penalty within thirty (30)  
18 days of the effective date of this CAFO. The civil penalty shall be paid by remitting a certified or  
19 cashier's check, including the name and docket number of this case, for the amount, payable to  
20 "Treasurer, United States of America," (or be paid by one of the other methods listed below) and  
21 sent as follows:

1                   Regular Mail:  
2                   U.S. Environmental Protection Agency  
3                   Fines and Penalties  
4                   Cincinnati Finance Center  
5                   PO Box 979077  
6                   St. Louis, MO 63197-9000

7  
8                   Wire Transfers:  
9                   Wire transfers must be sent directly to the Federal Reserve Bank in New  
10                  York City with the following information:  
11                  Federal Reserve Bank of New York  
12                  ABA = 021030004  
13                  Account = 68010727  
14                  SWIFT address = FRNYUS33  
15                  33 Liberty Street  
16                  New York, NY 10045  
17                  Field Tag 4200 of the Fedwire message should read "D 68010727  
18                  Environmental Protection Agency"

19  
20                  Overnight Mail:  
21                  U.S. Bank  
22                  1005 Convention Plaza  
23                  Mail Station SL-MO-C2GL  
24                  ATTN Box 979077  
25                  St. Louis, MO 63101

26  
27                  ACH (also known as REX or remittance express):  
28                  Automated Clearinghouse (ACH) for receiving U.S. currency  
29                  PNC Bank  
30                  808 17th Street, NW  
31                  Washington, DC 20074  
32                  ABA = 051036706  
33                  Transaction Code 22 – checking  
34                  Environmental Protection Agency  
35                  Account 31006  
36                  CTX Format

37  
38                  On Line Payment:  
39                  This payment option can be accessed from the information below:  
40                  [www.pay.gov](http://www.pay.gov)  
41                  Enter "sfol.1" in the search field  
42                  Open form and complete required fields

43  
44                  If clarification regarding a particular method of payment remittance is  
45                  needed, contact the EPA's Cincinnati Finance Center at (513) 487-2091.

1  
2  
3 A copy of each check, or notification that the payment has been made by one of the other  
4 methods listed above, including proof of the date payment was made, shall be sent with a  
5 transmittal letter, indicating Respondent's name, the case title, and docket number, to the  
6 following addresses:

7  
8 Regional Hearing Clerk  
9 Office of Regional Counsel (ORC-1)  
10 U.S. Environmental Protection Agency, Region IX  
11 75 Hawthorne Street  
12 San Francisco, CA 94105

13  
14 Bill Lee  
15 Enforcement Division (ENF 3-3)  
16 U.S. Environmental Protection Agency, Region IX  
17 75 Hawthorne Street  
18 San Francisco, CA 94105

19  
20 Margaret Alkon  
21 Office of Regional Counsel (ORC-2)  
22 U.S. Environmental Protection Agency, Region IX  
23 75 Hawthorne Street  
24 San Francisco, CA 94105  
25

26 62. In the event that Respondent fails to pay the civil administrative penalty assessed  
27 above by its due date, Respondent shall pay to Complainant an additional stipulated penalty in  
28 the amount of **FIVE HUNDRED DOLLARS (\$500)** for each day that payment is late. Upon  
29 Complainant's written demand, stipulated penalties shall immediately become due and payable.

30 63. Respondent's failure to pay in full the civil administrative penalty by its due date also  
31 may lead to any or all of the following actions:

32 a. The debt being referred to a credit reporting agency, a collection agency, or to  
33 the Department of Justice for filing of a collection action in the appropriate United States District

1 Court. 40 C.F.R. §§ 13.13, 13.14, and 13.33. In any such collection action, the validity, amount,  
2 and appropriateness of the assessed penalty and of this CAFO shall not be subject to review.

3 b. The debt being collected by administrative offset (i.e., the withholding of  
4 money payable by the United States to, or held by the United States for, a person to satisfy the  
5 debt the person owes the Government), which includes, but is not limited to, referral to the  
6 Internal Revenue Service for offset against income tax refunds. 40 C.F.R. Part 13, Subparts C  
7 and H.

8 c. EPA may (i) suspend or revoke Respondent's licenses or other privileges; (ii)  
9 suspend or disqualify Respondent from doing business with EPA or engaging in programs EPA  
10 sponsors or funds; (iii) convert the method of payment under a grant or contract from an  
11 advanced payment to a reimbursement method; or (iv) revoke a grantee's or contractor's letter-  
12 of-credit. 40 C.F.R. §§ 13.17.

#### 13 **F. CERTIFICATION OF COMPLIANCE**

14 64. In executing this CAFO, Respondent certifies that it is not violating the Containment  
15 Regulations at the Hanford Establishment.

#### 16 **G. RETENTION OF RIGHTS, BINDING EFFECT, ETC.**

17 65. This Consent Agreement constitutes the entire agreement between the Respondent  
18 and EPA. This CAFO is for the purpose of fully and finally settling the civil claims against  
19 Respondent arising from the facts alleged in section I.C. of this CAFO. Full payment of the civil  
20 penalty and any applicable interest charges or late fees or penalties as set forth in this CAFO shall  
21 constitute full settlement and satisfaction of civil penalty liability against Respondent for the  
22 violations alleged in Section I.C. of this CAFO.

1           66. In accordance with 40 C.F.R. § 22.18(c), this CAFO only resolves Respondent's  
2 liabilities for federal civil penalties for the violation and facts specifically alleged in Section I.C  
3 of this CAFO. Nothing in this CAFO is intended to or shall be construed to resolve: (i) any civil  
4 liability for violations of any provision of any federal, state, or local law, statute, regulation, rule,  
5 ordinance, or permit not specifically alleged in Section I.C of this CAFO; or (ii) any criminal  
6 liability. EPA specifically reserves any and all authorities, rights, and remedies available to it  
7 (including, but not limited to, injunctive or other equitable relief or criminal sanctions) to address  
8 any violation of this CAFO or any violation not specifically alleged in Section I.C of this CAFO.  
9 This CAFO does not exempt, relieve, modify, or affect in any way Respondent's duties to  
10 comply with all applicable federal, state, and local laws, regulations, rules, ordinances, and  
11 permits.

12           67. The provisions of this CAFO shall be binding on Respondent and on Respondent's  
13 officers, directors, employees, agents, servants, authorized representatives, successors, and  
14 assigns.

15           68. Except as set forth in Paragraph 63 above, each party shall bear its own fees, costs,  
16 and disbursements in this action.

17           69. For the purposes of state and federal income taxation, Respondent shall not claim a  
18 deduction for any civil penalty payment made pursuant to this CAFO.

19           70. In accordance with 40 C.F.R. §§ 22.18(b)(3) and 22.31(b), the effective date of this  
20 CAFO shall be the date on which the accompanying Final Order, having been signed by the  
21 Regional Judicial Officer, is filed.

22           71. The undersigned representatives of each party to this Consent Agreement certify that  
23 each is duly authorized by the party whom he or she represents to enter into the terms and

1 conditions of this Consent Agreement and Final Order and bind that party to it.

2  
3  
4 **HELENA CHEMICAL COMPANY:**

5  
6  
7 Date: 6/14/13 By: Steve E. Alexander

8  
9  
10 Name: Steven E. Alexander

11  
12  
13 Title: Vice President

14  
15  
16  
17 **UNITED STATES ENVIRONMENTAL PROTECTION AGENCY:**

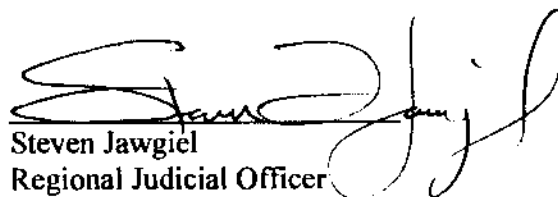
18  
19  
20  
21 Date: 07-23-13 By: Arlene Kabei

22 ARLENE KABEI  
23 Assistant Director  
24 Water and Pesticide Branch, Enforcement Division  
25 U.S. Environmental Protection Agency,  
26 Region IX  
27  
28

1 **II. FINAL ORDER**

2  
3 IT IS HEREBY ORDERED that this Consent Agreement and Final Order, Docket No.  
4 FIFRA-09-2013-~~05~~, be entered and that Respondent shall pay a civil administrative penalty in  
5 the amount of **TWELVE THOUSAND EIGHT HUNDRED DOLLARS (\$12,800)** in  
6 accordance with the terms set forth in the Consent Agreement.  
7  
8

9  
10 Date: 07/30/13

11   
12 Steven Jawgiel  
13 Regional Judicial Officer  
14 U.S. EPA, Region IX

CERTIFICATE OF SERVICE

I certify that the original of the fully executed Consent Agreement and Final Order, (Docket No FIFRA-09-2013-00 ) was filed with the Regional Hearing Clerk, U.S. EPA, Region IX, 75 Hawthorne Street, San Francisco, CA 91405, and that a true and correct copy of the same was sent to the following parties:

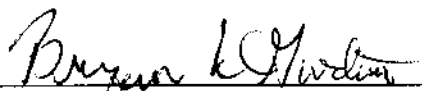
A copy was mailed via CERTIFIED MAIL to:

**Mr. Steven E. Alexander, Vice President  
Helena Chemical Company  
225 Schilling Blvd., Suite 300  
Collierville, TN 38017**

**CERTIFIED MAIL NUMBER: 7010 2780 0000 8388 6897**

An additional copy was hand-delivered to the following U.S. EPA case attorney:

**Margaret Alkon, Esq  
Office of Regional Counsel  
U.S. EPA, Region IX  
75 Hawthorne Street  
San Francisco, CA 94105**

  
\_\_\_\_\_  
Bryan K. Goodwin  
Regional Hearing Clerk  
U.S. EPA, Region IX

7/31/13  
\_\_\_\_\_  
Date





UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

REGION IX

75 Hawthorne Street  
San Francisco, CA 94105-3901

CERTIFIED MAIL  
RETURN RECEIPT REQUESTED  
RECEIPT NO: 7010 2780 0000 8388 6897

Date: JUL 31 2013

Mr. Steven E. Alexander, Vice President  
Helena Chemical Company  
225 Schilling Blvd., Suite 300  
Collierville, TN 38017

Re: Federal Insecticide, Fungicide and Rodenticide Act  
Consent Agreement and Final Order – Helena Chemical  
Docket No. FIFRA-09-2013- 0005

Dear Mr. Alexander:

Enclosed is a Consent Agreement and Final Order (CAFO) concerning violations of the Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA), 7 U.S.C. Sections 136 et seq., by Helena Chemical. The terms of the CAFO require the payment of \$12,800 to be received by EPA within 30 calendar days of the effective date (stamped filing date) of this CAFO.

If you have any questions, please contact William Lee of my staff at 415-947-4185.

Sincerely,

A handwritten signature in cursive script, appearing to read "Arlene Kabei".

Arlene Kabei  
Assistant Director, Enforcement Division

Enclosures

cc: Patrick Thalcken, California Department of Pesticide Regulation