

**EPA ENFORCEMENT ACCOUNTS RECEIVABLE CONTROL NUMBER FORM**

This form was originated by: JIM HEENATHAN 11/18/69  
Name of Contact person Date

in the EPA-3 ORC at \_\_\_\_\_  
Office Phone number

\_\_\_ Non-SF Jud. Order/Consent Decree. DOJ COLLECTS  Administrative Order/Consent Agreement FMD COLLECTS PAYMENT

\_\_\_ SF Jud. Order/Consent Decree. FMD COLLECTS

This is an original debt \_\_\_ This is a modification

Name of Company making payment: GLOBAL UNITED, INC.

The Total Dollar Amount of Receivable: \$10,440

(If in installments, attach schedule of amounts and respective due dates)

The Case Docket Number FIFRA-03 2010-0625

The Site-Specific Superfund Acct. Number \_\_\_\_\_

The Designated Regional/HQ Program Office EPA 3 - OFFICE OF TOXICS + PESTICIDES

**TO BE FILLED OUT BY LOCAL FINANCIAL MANAGEMENT OFFICE:**

The IFMS Accounts Receivable Control Number \_\_\_\_\_

If you have any questions call: \_\_\_\_\_  
Name of Contact Date

in the Financial Management Office, phone number: \_\_\_\_\_

**JUDICIAL ORDERS: Copies of this form with an attached copy of the front page of the final judicial order should be mailed to:**

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

**ADMINISTRATIVE ORDERS: Copies of this form with an attached copy of the front page of the administrative order should be sent to:**

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



## **I. GENERAL PROVISIONS**

2. For purposes of this proceeding only, Respondent admits the jurisdictional allegations set forth in this CAFO.
3. Respondent neither admits nor denies the specific factual allegations and conclusions of law set forth in this CAFO, except as provided in Paragraph 2, above.
4. Respondent agrees not to contest EPA's jurisdiction with respect to the execution of this Consent Agreement, the issuance of the attached Final Order, or the enforcement of the CAFO.
5. For the purposes of this proceeding only, Respondent hereby expressly waives its rights to a hearing on any issue of law or fact set forth in this Consent Agreement and any right to appeal the accompanying Final Order.
6. Respondent consents to the issuance of this CAFO and agrees to comply with its terms.
7. Respondent shall not deduct for civil taxation purposes the civil penalty specified in this CAFO.
8. Respondent shall bear its own costs and attorney's fees.

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

9. In accordance with 40 C.F.R. § 22.18(b)(2) of the Consolidated Rules, Complainant adopts the following findings of fact and conclusions of law.
10. Respondent is a Pennsylvania Corporation, and is and was, at all times relevant hereto, a "person" doing business in the Commonwealth of Pennsylvania within the meaning of Section 2(s) of FIFRA, 7 U.S.C. § 136(s).
11. Respondent owns and operates a chemical manufacturing facility located at 250 Mercer Street, Harmony, Pennsylvania, 16037 (the "Algone Facility" or "Facility"), at which it

manufactures and from which it sells chemical products, including aquarium cleaning products.

12. Section 2(u) of FIFRA, 7 U.S.C. §136(u), provides that the term “pesticide” means, in part, “any substance or mixture of substances intended for preventing, destroying, repelling, or mitigating any pest.”

13. Pursuant to 40 C.F.R. § 152.3, the term “pesticide” means, in part, “any substance or mixture of substances intended for preventing, destroying, repelling, or mitigating any pest, or intended for use as a plant regulator, defoliant, or desiccant.”

14. 40 C.F.R. § 152.3 provides, in pertinent part, that the term “pesticide product” means “a pesticide in the particular form (including composition, packaging, and labeling) in which the pesticide is, or is intended to be, distributed or sold.”

15. 40 C.F.R. § 152.15 further provides, in pertinent part, that:

A substance is considered to be intended for a pesticidal purpose, and thus to be a pesticide requiring registration, if:

(a) The person who distributes or sells the substance claims, states, or implies (by labeling or otherwise):

(1) That the substance . . . can or should be used as a pesticide; or

\* \* \*

(c) The person who distributes or sells the substance has actual or constructive knowledge that the substance will be used, or is intended to be used, for a pesticidal purpose.

16. Section 7(a) of FIFRA, 7 U.S.C. §136(e), provides that no person shall produce any pesticide “unless the establishment in which it is produced is registered with the Administrator” of EPA.

17. Respondent's Facility was, at the time of the violations herein alleged, a pesticide producing "establishment" within the meaning of Section 2(dd) of FIFRA, 7 U.S.C. § 136(dd), and 40 C.F.R. § 167.3.
18. Pursuant to Section 2(gg) of FIFRA, 7 U.S.C. § 136(gg), the term to "distribute or sell" means, with exceptions not relevant to these proceedings, "to distribute, sell, offer for sale, hold for distribution, hold for sale, hold for shipment, ship, deliver for shipment, release for shipment, or receive and (having so received) deliver or offer to deliver."

**COUNT 1 - SALE/DISTRIBUTION OF AN UNREGISTERED PESTICIDE  
(Algone: January 5, 2005 - June 16, 2008)**

19. Paragraphs 1 through 18 of this Consent Agreement are incorporated by reference.
20. Section 3(a) of FIFRA, 7 U.S.C. § 136a(a), provides, with exceptions not relevant to this CAFO, that no person in any State may distribute or sell to any person any pesticide that is not registered under FIFRA.
21. Section 12(a)(1)(A) of FIFRA, 7 U.S.C. § 136j(a)(1)(A), provides, *inter alia*, with exceptions not relevant to this CAFO, that it shall be unlawful for any person in any State to distribute or sell to (including offering to sell or distribute to) any person any pesticide that is not registered under Section 3 of FIFRA, 7 U.S.C. § 136a.
22. During a September 26, 2008 inspection of the Algone Facility by representatives of the Pennsylvania Department of Agriculture ("PDA"), the PDA inspectors determined that Respondent had sold or distributed a product with the label name "Algone" on several occasions according to company invoices. One Algone product was for use in small to medium aquariums while the other Algone product was for use in large aquariums and small ponds. On the Algone company invoices these products are listed as Algone Water

Treatment for Small and Medium Aquariums (“Algone Small”) and Algone Water Treatment for Large Aquariums and Small Ponds (“Algone Large”), respectively. Algone sold Algone Small and/or Algone Large to “person(s)” as that terms is used in Section 2(s) of FIFRA, 7 U.S.C. § 136(s), on or about:

- a. January 5, 2005;
  - b. February 2, 2005;
  - c. February 15, 2005;
  - d. July 19, 2006;
  - e. September 15, 2006;
  - f. November 14, 2006;
  - g. March 27, 2007;
  - h. May 18, 2007;
  - i. September 18, 2007;
  - j. January 22, 2008;
  - k. March 21, 2008; and
  - l. June 16, 2008.
23. Respondent has advised EPA that the sole ingredient for Algone Small and Algone Large is shredded wheat straw. The only difference between the two products is that the product dosage for Algone Large is bigger than that for Algone Small because the volume of water to be addressed by Algone Large is more substantial than that being addressed by Algone Small.
24. The labels for both the Algone Small and Algone Large products at issue in this Consent Agreement made, *inter alia*, the following claims:

- a. Clears green water; and
  - b. Nitrate remover.
25. The boxes containing the Algone Small and Algone Large pouch products at issue in this Consent Agreement made, *inter alia*, the following claims:
- a. Clears green water;
  - b. Energizes microbial activity;
  - c. Nutrient control is algae control; and
  - d. A customer testimonial that within a month after he stopped using Algone “nitrates and algae were out of control.”
26. Respondent’s sales brochure for the Algone Small and Algone products at issue in this Consent Agreement made, *inter alia*, the following claims:
- a. Clears green water;
  - b. Nitrate remover;
  - c. Nutrient control is algae control; and
  - d. A customer testimonial that within a month after he stopped using Algone “nitrates and algae were out of control.”
27. The statements listed above in Paragraphs 24 - 26 are “pesticidal claim(s)” as that term is used in 40 C.F.R. § 152.15(a).
28. The Algone product (both Algone Small and Algone Large) sold and/or distributed as set forth above was a “pesticide” as defined by Section 2(u) of FIFRA, 7 U.S.C. §136(u) and 40 C.F.R. § 152.3, and a “pesticidal product” as defined at 40 C.F.R. § 152.3.
29. At no time has Algone (either Algone Small or Algone Large) been a registered pesticide under Section 3(a) of FIFRA, 7 U.S.C. § 136a(a).

30. From January 5, 2005 to June 16, 2008, Respondent sold and/or distributed twelve shipments of Algone to a person or persons at its Facility as set forth above in Paragraph 22.
31. Respondent's sales or distributions of the Algone pesticidal product identified above in Paragraph 30 on twelve different occasions from January 5, 2005 to June 16, 2008 at its Facility to a person or persons were sales or distributions of an unregistered pesticide, and therefore were unlawful acts under Section 12(a)(1)(A) of FIFRA, 7 U.S.C. § 136j(a)(1)(A), for which penalties may be assessed pursuant to Section 14(a) of FIFRA, 7 U.S.C. § 136l(a).

**COUNT 2 - SALE/DISTRIBUTION OF A MISBRANDED PESTICIDE  
(Algone: January 5, 2005 - June 16, 2008)**

32. Paragraphs 1 through 31 of this Consent Agreement are incorporated by reference.
33. Section 12(a)(1)(E) of FIFRA, 7 U.S.C. § 136j(a)(1)(E), provides that it shall be unlawful for any person in any State to distribute or sell to any person any pesticide that is adulterated or misbranded.
34. Pursuant to Section 2(q) of FIFRA, 7 U.S.C. § 136(q), a pesticide is "misbranded" if, *inter alia*, its labeling bears any statement, design, or graphic representation relative thereto or to its ingredients which is false or misleading in any particular; any word, statement, or other information required by FIFRA to appear on the label or labeling is not prominently placed thereon with such conspicuousness and in such terms as to as to render it likely to be read and understood by the ordinary individual under customary conditions of purchase and use; the label, with certain exceptions not relevant here, does not bear an ingredient statement on that part of the immediate container (and on the

outside container or wrapper of the retail package, if there be one, through which the ingredient statement on the immediate container cannot clearly be read) which is presented or displayed under customary conditions of purchase; there is not affixed to the pesticide container, and to the outside container or wrapper of the retail package, if there be one, through which the required information of the immediate container cannot be clearly read, a label bearing, *inter alia*, the net weight or measure of the content.

35. Pursuant to 40 C.F.R. § 156.10(a)(1), pesticide products must bear labels containing the information specified by FIFRA and its implementing regulations. The contents of the label must show clearly and prominently, *inter alia*, the name, brand, or trademark under which the product is sold; the net contents expressed in terms of conventional American units of fluid ounces, pints, quarts, and gallons for liquids and, for solids and semi-solids, in terms of avoirdupois pounds and ounces; the assigned product registration number; the assigned pesticide producing establishment number; the ingredient statement (with the active ingredients identified by name and designated as “active ingredients” with their total percentage by weight identified and inert ingredients designated collectively as “inert ingredients” with their total percentage by weight identified); a hazard and precautionary statement; and directions for use of the pesticide.

36. The label for the Algone pesticidal product (both Algone Small and Algone Large) at issue in this Consent Agreement did not include:

- a. The net contents expressed in terms of conventional American units of fluid ounces, pints, quarts, and gallons for liquids and, for solids and semi-solids, in terms of avoirdupois pounds and ounces;
- b. The ingredient statement (with the active ingredients identified by name and designated as “active ingredients” with their total percentage by weight identified

and inert ingredients designated collectively as “inert ingredients” with their total percentage by weight identified); and

- c. A hazard and precautionary statement; and
  - d. Directions for use of the pesticide.
37. The Algone pesticidal product referred to in Paragraph 36 was “misbranded” as that term is defined in Section 2(q)(1) of FIFRA, 7 U.S.C. § 136(q)(1).
38. From January 5, 2005 to June 16, 2008, Respondent sold and/or distributed twelve shipments of Algone to a person or persons at its Facility as set forth above in Paragraph 22.
39. Respondent’s sales or distributions and/or offering for sale or distribution of the Algone pesticidal product identified above in Paragraph 38 on twelve different occasions from January 5, 2005 to June 16, 2008 at its Facility to a person or persons, were sales or distributions of a “misbranded” pesticide product as defined by Section 2(q)(1) of FIFRA, 7 U.S.C. § 136(q)(1), and therefore were unlawful acts under Section 12(a)(1)(E) of FIFRA, 7 U.S.C. § 136j(a)(1)(E), for which penalties may be assessed pursuant to Section 14(a) of FIFRA, 7 U.S.C. § 136l(a).

**COUNT 3 – PRODUCTION OF A PESTICIDE AT AN UNREGISTERED  
ESTABLISHMENT  
(Algone: 2005 - 2008)**

40. Paragraphs 1 through 39 of this Consent Agreement are incorporated by reference.
41. Section 12(a)(2)(L) of FIFRA, 7 U.S.C. § 136j(a)(2)(L), provides that it shall be unlawful for any person who is a pesticide producer to violate any provision of Section 7 of FIFRA, 7 U.S.C. § 136e.

42. Section 7(a) of FIFRA, 7 U.S.C. § 136e(a), provides, with certain exceptions not relevant here, that it shall be unlawful for any person to produce any pesticide in any State unless the establishment in which it is produced is registered with EPA.
43. Repackaging a container of pesticides and/or applying a label to a pesticide is considered pesticide production pursuant to 40 C.F.R. § 167.3.
44. Respondent repackaged the Algone pesticide at issue in this CAFO at its Algone Facility during the calendar years 2005, 2006, 2007, and 2008 to make the sales and/or distributions of the Algone pesticidal product cited above in Paragraph 22 of this CAFO.
45. At all times relevant to the violations alleged in this Consent Agreement, Respondent has been a pesticide “producer” as that term is defined at Section 2(u) of FIFRA, 7 U.S.C. §136(u).
46. During the calendar years 2005, 2006, 2007, and 2008, Respondent’s Algone Facility was not registered as a pesticide establishment with EPA.
47. During the calendar years 2005, 2006, 2007, and 2008, Respondent produced the pesticidal product Algone at an establishment not registered with EPA in violation of Section 7(a) of FIFRA, 7 U.S.C. § 136e(a), and therefore committed unlawful acts under Section 12(a)(2)(L) of FIFRA, 7 U.S.C. § 136j(a)(2)(L), for which penalties may be assessed pursuant to Section 14(a) of FIFRA, 7 U.S.C. § 136l(a).

### **III. CIVIL PENALTIES**

48. Respondent consents to the assessment of a civil penalty in the amount of TEN THOUSAND FOUR HUNDRED AND FORTY DOLLARS (\$10,440.00) which Respondent agrees to pay in accordance with the terms set forth below. Such civil

penalty amount shall become due and payable immediately upon the mailing or hand-delivery to Respondent of a true and correct copy of this CAFO fully executed by all parties, subject to Paragraph 50 below.

49. Complainant finds the aforesaid settlement amount is reasonable based on consideration of a number of factors, including, but not limited to, the statutory factors set forth in Section 14(a)(4) of FIFRA, 7 U.S.C. § 136(a)(4), which include the appropriateness of the penalty to the size of Respondent's business, the effect on Respondent's ability to continue in business, and the gravity of the violation, and is consistent with EPA's FIFRA Enforcement Response Policy ("FIFRA ERP") dated July 2, 1990, and with the Penalty Inflation Provisions of 40 C.F.R. Part 19.
50. The civil penalty of ten thousand four hundred and forty dollars (\$10,440.00) set forth in Paragraph 48, above, may be paid in twelve (12) installments with interest at the rate of three percent (3%) per annum on the outstanding principal balance in accordance with the following schedule:
  - a. 1<sup>st</sup> Payment: The first payment in the amount of eight hundred and seventy dollars (\$870.00), consisting of a principal payment of \$870.00 and an interest payment of \$0.00, shall be paid within thirty (30) days of the date on which this CAFO is mailed or hand-delivered to Respondent;
  - b. 2<sup>nd</sup> Payment: The second payment in the amount of eight hundred and ninety-three dollars and sixty cents (\$893.60), consisting of a principal payment of \$870.00 and an interest payment of \$23.60, shall be

- paid within sixty (60) days of the date on which this CAFO is mailed or hand-delivered to Respondent;
- c. 3<sup>rd</sup> Payment: The third payment in the amount of eight hundred and ninety-one dollars and forty-five cents (\$891.45), consisting of a principal payment of \$870.00 and an interest payment of \$21.45, shall be paid within ninety (90) days of the date on which this CAFO is mailed or hand-delivered to Respondent;
- d. 4<sup>th</sup> Payment: The fourth payment in the amount of eight hundred and eighty-nine dollars and thirty-one cents (\$889.31), consisting of a principal payment of \$870.00 and an interest payment of \$19.31, shall be paid within one hundred and twenty (120) days of the date on which this CAFO is mailed or hand-delivered to Respondent;
- e. 5<sup>th</sup> Payment: The fifth payment in the amount of eight hundred and eighty-seven dollars and sixteen cents (\$887.16), consisting of a principal payment of \$870.00 and an interest payment of \$17.16, shall be paid within one hundred and fifty (150) days of the date on which this CAFO is mailed or hand-delivered to Respondent;
- f. 6<sup>th</sup> Payment: The sixth payment in the amount of eight hundred and eighty-five dollars and two cents (\$885.02), consisting of a principal payment of \$870.00 and an interest payment of \$15.02, shall be paid within one hundred and eighty (180) days of the date on which this CAFO is mailed or hand-delivered to Respondent;

- g. 7<sup>th</sup> Payment: The seventh payment in the amount of eight hundred and eighty-two dollars and eighty-seven cents (\$882.87), consisting of a principal payment of \$870.00 and an interest payment of \$12.87, shall be paid within two hundred and ten (210) days of the date on which this CAFO is mailed or hand-delivered to Respondent;
- h. 8<sup>th</sup> Payment: The eighth payment in the amount of eight hundred and eighty dollars and seventy-three cents (\$880.73), consisting of a principal payment of \$870.00 and an interest payment of \$10.73, shall be paid within two hundred and forty (240) days of the date on which this CAFO is mailed or hand-delivered to Respondent;
- i. 9<sup>th</sup> Payment: The ninth payment in the amount of eight hundred and seventy-eight dollars and fifty-eight cents (\$878.58), consisting of a principal payment of \$870.00 and an interest payment of \$8.58, shall be paid within two hundred and seventy (270) days of the date on which this CAFO is mailed or hand-delivered to Respondent;
- j. 10<sup>th</sup> Payment: The tenth payment in the amount of eight hundred and seventy-six dollars and forty-four cents (\$876.44), consisting of a principal payment of \$870.00 and an interest payment of \$6.44, shall be paid within three hundred (300) days of the date on which this CAFO is mailed or hand-delivered to Respondent;
- k. 11<sup>th</sup> Payment: The eleventh payment in the amount of eight hundred and seventy-four dollars and twenty-nine cents (\$874.29), consisting of a

principal payment of \$870.00 and an interest payment of \$4.29, shall be paid within three hundred and thirty (330) days of the date on which this CAFO is mailed or hand-delivered to Respondent;

1. 12<sup>th</sup> Payment: The twelfth payment in the amount of eight hundred and seventy-two dollars and fifteen cents (\$872.15), consisting of a principal payment of \$870.00 and an interest payment of \$2.15, shall be paid within three hundred and sixty (360) days of the date on which this CAFO is mailed or hand-delivered to Respondent.

Pursuant to the above schedule, Respondent will remit total principal payments for the civil penalty in the amount of ten thousand four hundred and forty dollars (\$10,440.00) and total interest payments in the amount of one hundred and forty-one dollars and fifty-eight cents (\$141.58).

51. If Respondent fails to make one of the installment payments in accordance with the schedule set forth in Paragraph 50, above, the entire unpaid balance of the penalty and all accrued interest shall become due immediately upon such failure, and Respondent shall *immediately* pay the entire remaining principal balance of the civil penalty along with any interest that has accrued up to the time of such payment. In addition, Respondent shall be liable for and shall pay administrative handling charges and late payment penalty charges as described in Paragraphs 56, 57 and 58, below, in the event of any such failure or default.
52. Notwithstanding Respondent's agreement to pay the assessed civil penalty in accordance with the installment schedule set forth in Paragraph 50, above, Respondent may pay the entire civil penalty of ten thousand four hundred and forty dollars (\$10,440.00) within

thirty (30) calendar days after the date on which a copy of this Consent Agreement and Final Order is mailed or hand-delivered to Respondent and, thereby, avoid the payment of interest pursuant to 40 C.F.R. § 13.11(a) as described in Paragraph 56, below. In addition, Respondent may, at any time after commencement of payments under the installment schedule, elect to pay the entire principal balance, together with accrued interest to the date of such full payment.

53. Respondent shall remit each installment payment for the civil penalty and interest, pursuant to Paragraph 50, above, and/or the full penalty, pursuant to Paragraphs 51 or 52, above, and/or any administrative fees and late payment penalties, in accordance with Paragraphs 56, 57, and 58, below, by either cashier's check, certified check, or electronic wire transfer, in the following manner:

- a. All payments by the Respondent shall include Respondent's full name and address and the EPA Docket Number of this Consent Agreement (FIFRA-03-2010-0025).
- b. All checks shall be made payable to "**United States Treasury**";
- c. All payments made by check and sent by regular mail shall be addressed to:

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

Contact: Eric Volck 513-487-2105

- d. All payments made by check and sent by overnight delivery service shall be addressed for delivery to:

U.S. Bank  
Government Lockbox 979077  
U.S. EPA Fines & Penalties  
1005 Convention Plaza  
Mail Station SL-MO-C2GL  
St. Louis, MO 63101

Contact 314-418-1028

- e. All payments made by check in any currency drawn on banks with no USA branches shall be addressed for delivery to:

Cincinnati Finance  
U.S. EPA, MS-NWD  
26 W. M.L. King Drive  
Cincinnati, OH 45268-0001

- f. All payments by electronic funds transfer (“EFT”) shall be directed to:

Federal Reserve Bank of New York  
ABA No. 021030004  
Account No. 68010727  
SWIFT address = FRNYUS33  
33 Liberty Street  
New York NY 10045

Field Tag 4200 of the Fedwire message should read  
“D 68010727 Environmental Protection Agency”

- g. All payments made through the automatic clearinghouse (“ACH”), also known as Remittance Express (“REX”), shall be directed to:

U.S. Treasury REX/Cashlink ACH Receiver  
ABA No. 051036706  
Account 310006, Environmental Protection Agency  
CTX Format Transaction Code 22 – checking

Physical Location of U.S. Treasury facility:  
5700 Rivertech Court  
Riverdale, MD 20737

Contact, Jesse White, 301-887-6548 or REX, 1-866-234-5681

h. On-line Payment Option:

[WWW.PAY.GOV/PAYGOV](http://WWW.PAY.GOV/PAYGOV)

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

i. Additional payment guidance is available at:

[http://www.epa.gov/ocfo/finservices/make\\_a\\_payment.htm](http://www.epa.gov/ocfo/finservices/make_a_payment.htm)

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

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

and

James Heenehan  
Senior Assistant Regional Counsel  
U.S. Environmental Protection Agency  
Region III (Mail Code 3RC30)  
1650 Arch Street  
Philadelphia, PA 19103-2029

55. Pursuant to 31 U.S.C. § 3717 and 40 C.F.R. § 13.11, EPA is entitled to assess interest and late payment penalties on outstanding debts owed to the United States and a charge to cover the costs of processing and handling a delinquent claim, as more fully described below. Accordingly, Respondent's failure to make timely payment as specified in this Consent Agreement and Final Order shall result in the assessment of late payment

charges including interest, penalties, and/or administrative costs of handling delinquent debts.

56. Interest on the civil penalty assessed in this CAFO will begin to accrue on the date that a copy of this CAFO is mailed or hand-delivered to Respondent. However, EPA will not seek to recover interest on any amount of the civil penalty that is paid within thirty (30) calendar days after the date on which such interest begins to accrue. Interest will be assessed at the rate of the United States Treasury tax and loan rate in accordance with 40 C.F.R. § 13.11(a).
57. The costs of the Agency's administrative handling of overdue debts will be charged and assessed monthly throughout the period the debt is overdue. 40 C.F.R. § 13.11(b). Pursuant to Appendix 2 of EPA's *Resources Management Directives - Cash Management*, Chapter 9, EPA will assess a \$15.00 administrative handling charge for administrative costs on unpaid penalties for the first thirty (30) day period after the payment is due and an additional \$15.00 for each subsequent thirty (30) days the penalty remains unpaid.
58. A late payment penalty charge of six percent per year will be assessed monthly on any portion of the civil penalty which remains delinquent more than ninety (90) calendar days. 40 C.F.R. § 13.11(c). Should assessment of the penalty charge on the debt be required, it shall accrue from the first day payment is delinquent. 31 C.F.R. § 901.9(d).

#### **IV. CERTIFICATION OF COMPLIANCE**

59. As to all relevant provisions of FIFRA allegedly violated as set forth in the Findings of Fact and Conclusions of Law, above, Respondent certifies to EPA that, upon investigation, to the best of Respondent's knowledge and belief, Respondent is currently in compliance with all such relevant provisions and regulations.

#### **V. RESERVATION OF RIGHTS**

60. This CAFO resolves only EPA's civil claims for penalties under FIFRA based on the specific violations which are alleged against Respondent in this Consent Agreement. EPA reserves the right to commence action against any person, including Respondent, in response to any condition which EPA determines may present an imminent and substantial endangerment to the public health, public welfare, or the environment. In addition, this settlement is subject to all limitations on the scope of resolution and to the reservation of rights set forth in Section 22.18(c) of the Consolidated Rules of Practice. Further, EPA reserves any rights and remedies available to it under FIFRA, the regulations promulgated thereunder, and any other federal laws or regulations for which EPA has jurisdiction, to enforce the provisions of this CAFO, following its filing with the EPA Regional Hearing Clerk.

#### **VI. OTHER APPLICABLE LAW**

61. Nothing in this CAFO shall relieve Respondent of any duties otherwise imposed upon it by applicable federal, state, or local law, regulation and/or ordinance.

## **VII. FULL AND FINAL SATISFACTION**

62. Payment of the penalty specified in Paragraph 48, above, and any associated interest payments, administrative handling costs and/or late payment fees set forth in Paragraphs 50, 56, 57 and 58, above, shall constitute full and final satisfaction of all civil claims for penalties which Complainant may have under FIFRA for the specific violations alleged against Respondent in this Consent Agreement. Compliance with this CAFO shall not be a defense to any action commenced at any time for any other violation of the federal laws and regulations administered by EPA.
63. The settlement embodied in this Consent Agreement is based in part upon an analysis of Respondent's ability to pay a civil penalty. This analysis is based upon information submitted to Complainant by the Respondent, as listed on Exhibit A to this Consent Agreement. Respondent and its undersigned representative, by such representative's signature to this Consent Agreement, certify that the information submitted to EPA regarding Respondent's ability to pay is accurate and not misleading.
64. Respondent is aware that the submission of false or misleading information to the United States government may subject it to separate civil and/or criminal liability. Complainant reserves the right to seek and obtain appropriate relief if Complainant obtains evidence that the information provided and/or representations made by Respondent to Complainant regarding the matters at issue in the Findings of Fact and Conclusions of Law are false or, in any material respect, inaccurate.

**VIII. PARTIES BOUND**

65. This Consent Agreement and the accompanying Final Order shall apply to and be binding upon the EPA, the Respondent, Respondent's officers and directors (in their official capacity) and Respondent's successors and assigns. By his or her signature below, the person signing this Consent Agreement on behalf of Respondent acknowledges that he or she is fully authorized to enter into this Consent Agreement and to bind the Respondent to the terms and conditions of this Consent Agreement and the accompanying Final Order.

**IX. EFFECTIVE DATE**

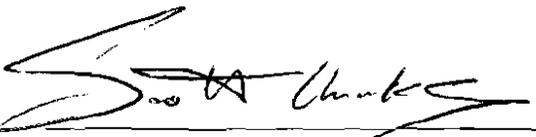
66. The effective date of this Consent Agreement and Final Order is the date on which it is filed with the Regional Hearing Clerk after signature by the Regional Judicial Officer or Regional Administrator.

The undersigned representative of Respondent certifies that he is fully authorized by Respondent to execute this Consent Agreement and to legally bind Respondent to this Consent Agreement.

For Respondent Global United, Inc.:

Date: 11-09-2009

By:



Global United, Inc.

For Complainant United States Environmental Protection Agency, Region III:

Date: 11/16/09

By: James Heenehan  
James Heenehan  
Senior Assistant Regional Counsel

After reviewing the foregoing Consent Agreement and other pertinent information, the Director, Land and Chemicals Division, U.S. Environmental Protection Agency, Region III, recommends that the Regional Administrator or the Regional Judicial Officer issue the Final Order attached hereto.

11/20/2009  
Date

By: Abraham Ferdas for AF  
Abraham Ferdas, Director  
Land and Chemicals Division

## **Exhibit A**

### **Documents Submitted by Respondent to Support its Ability-to-Pay Penalty Mitigation Position**

- a. 2006 Global United, Inc. Tax Return;
- b. 2007 Global United, Inc. Tax Return; and
- c. 2008 Global United, Inc. Tax Return.



§ 136l(a)(4), Respondent Global United, Inc., is hereby ordered to pay a civil penalty of Ten Thousand Four Hundred and Forty Dollars (\$10,440.00), as set forth in Section III of the Consent Agreement, and to comply with the terms and conditions of the Consent Agreement.

The effective date of this document is the date on which it is filed with the Regional Hearing Clerk after signature by the Regional Administrator or Regional Judicial Officer.

Date: 11/24/09

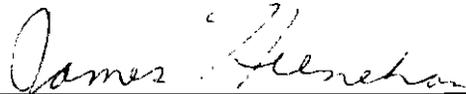
  
Renee Sarajian  
Regional Judicial Officer  
U.S. EPA, Region III

**CERTIFICATE OF SERVICE**

I certify that I filed an original and one copy of the signed Consent Agreement and Final Order (CAFO) for *In the Matter of: Global United, Inc.* (Docket No. FIFRA-03-2010-0025) with the Regional Hearing Clerk and sent a true and correct signed copy of the CAFO to Respondent as indicated below:

**Federal Express:** Thilo Boensch, President  
Algone Corporation  
520 Main Street  
Harmony, PA 16037

11/24/09  
Date

  
\_\_\_\_\_  
James Heenehan  
Sr. Assistant Regional Counsel  
U.S. Environmental Protection  
Agency, Region III

2009 Nov 24 PM 12:01  
FIFRA