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Aug 08, 2025

11:32 am

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

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

In the Matter of:	:	
	:	
INTERSTATE CHEMICAL COMPANY, INC.	:	U.S. EPA Docket No. FIFRA-03-2025-0130
2797 FREEDLAND ROAD	:	
HERMITAGE, PENNSYLVANIA 16148	:	Proceeding under Section 14(a) of the Federal
	:	Insecticide, Fungicide, and Rodenticide Act
Respondent.	:	(FIFRA), 7 U.S.C. § 136l(a).
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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 Interstate Chemical Company, Inc. ("Respondent") (collectively the "Parties"), pursuant to Section 14(a) of the Federal Insecticide, Fungicide, and Rodenticide Act ("FIFRA"), 7 U.S.C. §136l(a), 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. Section 14(a)(1) of FIFRA authorizes the Administrator of the EPA to assess penalties and undertake other actions required by this Consent Agreement. The Administrator has delegated this authority to the Regional Administrator, who has further delegated it to the Complainant. 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. This Consent Agreement and the attached Final Order resolve Complainant's civil penalty claims against Respondent under FIFRA 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 matters alleged in this Consent Agreement and Final Order pursuant to FIFRA Section 12 and 14(a), 7 U.S.C. §§ 136j and 136l(a).
4. The Consolidated Rules of Practice govern this 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. 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.
8. 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.
9. 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.
10. Respondent shall bear its own costs and attorney’s fees in connection with this proceeding.
11. 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

12. 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.

13. Respondent is and, at all times relevant to the violations alleged herein, was a corporation incorporated in the Commonwealth of Pennsylvania.
14. Respondent is and, at all times relevant to the violations alleged herein, was the owner and operator of a facility located at 2797 Freedland Road, Hermitage, Pennsylvania 16148 (hereinafter “the Facility”). This facility is registered with the EPA as a pesticide-producing establishment (EPA Est. No. 62215-PA-001).
15. Based on information available to the EPA, at all times relevant to the violations alleged herein, Respondent repackages and distributes the pesticide product Sodium Hypochlorite 15 (EPA Reg. No. 9613-20001-62215) under a Supplemental Distribution Agreement with Bison Laboratories, Inc., the EPA-registered producer. Respondent receives bulk shipments of Sodium Hypochlorite 15 and repackages the pesticide into various container sizes ranging from 1 to 330 gallons, distributing them to various industrial, scientific, and fuel companies.

Overview of FIFRA Regulations and Label Requirements

16. Title I of FIFRA, 7 U.S.C. §§ 136-136y, establishes the framework for regulating the distribution, sale, and use of pesticides to ensure protection of human health and the environment.
17. Section 2(s) of FIFRA, 7 U.S.C. § 136(s), defines a “person” as “any individual, partnership, association, corporation, or any organized group of persons whether incorporated or not.”
18. Respondent 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.
19. Section 2(u) of FIFRA, 7 U.S.C. § 136(u), defines a “pesticide” in part, as “any substance or mixture of substances intended for preventing, destroying, repelling, or mitigating any pest.”
20. Section 2(t) of FIFRA, 7 U.S.C. § 136(t), defines a “pest” as “any insect, rodent, nematode, fungus, weed, or any other form of terrestrial or aquatic plant or animal life or virus bacteria or other micro-organism (except viruses, bacteria, or other microorganisms on or in living man or other living animals) which the Administrator declares to be a pest under [Section 25(c)(1)].”
21. Section 2(gg) of FIFRA, 7 U.S.C. § 136(gg), and 40 CFR § 152.3 define “to distribute and sell” as “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.”

22. 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 any pesticide which is misbranded.
23. Pursuant to Section 2(q)(1) of FIFRA, 7 U.S.C. § 136(q)(1), a pesticide is “misbranded” if its label includes statements or representations that are false or misleading in any particular (7 U.S.C. § 136(q)(1)(A)), its label does not contain directions for use necessary for effecting the intended purpose and protecting health and the environment (7 U.S.C. § 136(q)(1)(F)), or if it lacks necessary warning or caution statements (7 U.S.C. § 136(q)(1)(G)).
24. Regulations at 40 CFR § 156.10 prescribe pesticide labeling requirements, including hazard and precautionary statements for human and domestic animal hazards (40 CFR § 156.10(a)(1)(vii)), and directions for use (40 CFR § 156.10(a)(1)(viii)).

EPA Inspection and Findings

25. On June 28, 2023, an EPA-credentialed state inspector from the Pennsylvania Department of Agriculture conducted a routine FIFRA Producer Establishment Inspection of the Facility, reviewing records, labels, and operations, and collecting documentary and photographic evidence.
26. During the inspection, the inspector interviewed a Facility representative and took nine photographs of the warehouse area, which included numerous 55-gallon drums containing Sodium Hypochlorite 15 Sanitizer.
27. The EPA determined that the labeling on Sodium Hypochlorite 15 Sanitizer distributed or sold by Respondent between April 19, 2022, and June 22, 2023, lacked portions from the EPA-approved label dated February 15, 2017, which include the following:
 - “AGRICULTURAL USES”
 - “Use this product only in accordance with its labeling and with the Worker Protection Standard, 40 CFR part 170. This Standard contains requirement for the protection of agricultural workers on farms, forests, nurseries, greenhouses, and handlers of agricultural pesticides. It contains requirements of training, decontamination, notification, and emergency assistance. It also contains specific instructions and exceptions pertaining to the statements on this label about personal protective equipment (PPE), and restricted-entry interval. The requirements in this box only apply to uses of this product that are covered by the Workers Protection Standard. The Restricted-Entry Interval (REI) is 0 days when using this product. There are no posting or notification requirements

when using this product. Personal Protective Equipment must be worn as described under 'Precautionary Statements' section of this label."

- "IMMERSION METHOD" AND "SPRAY METHOD"
 - "IMMERSION METHOD – Prepare a 600-ppm solution by thoroughly mixing, in an immersion tank, 6 oz. of this product with 10 gallons of water. Clean equipment in the normal manner. Immerse equipment in the 600-ppm solution for at least 2 minutes. Prepare a 200-ppm sanitizing solution by thoroughly mixing 2 oz. of this product with 10 gallons of water. Prior to using equipment, immerse all surfaces in a 200-ppm available chlorine solution. Do not rinse and do not soak equipment overnight.
 - "SPRAY METHOD – Pre-clean all surfaces after use. Prepare a 600-ppm available chlorine sanitizing solution of sufficient size by thoroughly mixing the product in a ratio of 6 oz. product with 10 gallons of water. Use spray equipment which can resist hypochlorite solutions. Always empty and rinse spray equipment with potable water after use. Thoroughly spray all surfaces until wet, allowing excess sanitizer to drain. Vacate area for at least 2 hours. Prior to using equipment, rinse all surfaces with a 200-ppm available chlorine solution. Prepare a 200-ppm sanitizing solution by thoroughly mixing 2 oz. of this product with 10 gallons of water."
- "SANITATION OF NONPOROUS NON-FOOD CONTACT"
 - "IMMERSION METHOD – Prepare a sanitizing solution by thoroughly mixing, in an immersion tank, 2 oz. of this product with 10 gallons of water to provide approximately 200 ppm available chlorine by weight. Clean equipment in the normal manner. Prior to use, immerse equipment in the sanitizing solution for at least 2 minutes and allow the sanitizer to drain. Do not rinse equipment with water after treatment."
 - "SPRAY METHOD – Pre-clean all surfaces after use. Prepare a 200-ppm available chlorine sanitizing solution of sufficient size by thoroughly mixing the product in a ratio of 2 oz. product with 10 gallons of water. Use spray equipment which can resist hypochlorite solutions. Prior to using equipment, thoroughly spray all surfaces until wet, allowing excess sanitizer to drain. Vacate area for at least 2 hours."
- "DISINFECTION OF NONPOROUS NON-FOOD CONTACT"
 - "IMMERSION METHOD – Prepare a disinfecting solution by thoroughly mixing, in an immersion tank, 6 oz. of this product with 10 gallons of water to provide approximately 600 ppm available chlorine by weight. Clean equipment in the normal manner. Prior to use, immerse equipment in the disinfecting solution for

at least 10 minutes and allow the sanitizer to drain. Do not rinse equipment with water after treatment.”

- “SANITATION OF POROUS NON-FOOD CONTACT”
 - “IMMERSION METHOD – Prepare a sanitizing solution by thoroughly mixing, in an immersion tank, 6 oz. of this product with 10 gallons of water to provide approximately 600 ppm available chlorine by weight. Clean equipment in the normal manner. Prior to use, immerse equipment in the sanitizing solution for at least 2 minutes and allow the sanitizer to drain. Do not rinse equipment with water after treatment.”
 - “SPRAY METHOD – After cleaning, sanitize non-food contact surfaces with 600 ppm available chlorine by thoroughly mixing the product in a ratio of 6 oz. of this product with 10 gallons of water. Use spray equipment which can resist hypochlorite solutions. Always empty and rinse spray equipment with potable water after use. Prior to using equipment, thoroughly spray all surfaces until wet, allowing excess sanitizer to drain. Vacate area for at least 2 hours.”

28. The EPA also observed the labeling contained portions with language inconsistent with the EPA-accepted label from February 15, 2017, which include the following:

- “PRECAUTIONARY STATEMENTS, HAZARDS TO HUMANS AND DOMESTIC ANIMALS”, subheading, “DANGER”
 - “DANGER: Corrosive. Causes irreversible eye damage and skin burns. Harmful if swallowed. Do not get in eyes, on skin or on clothing. Wear goggles or safety glasses and rubber gloves when handling this product. Irritating to nose and throat. Wash thoroughly with soap and water after handling and before eating, drinking, chewing gum, using tobacco or using the toilet. Remove and wash contaminated clothing before reuse. Avoid breathing vapors. Vacate poorly ventilated area as soon as possible. Do not return until strong odors have dissipated.”
- “SANITATION OF POROUS FOOD CONTACT”, subsection, “RINSE METHOD”
 - “RINSE METHOD – Prepare a 600-ppm solution by thoroughly mixing 6 oz. of this product with 10 gallons of water. Clean surfaces in a normal manner. Rinse all surfaces thoroughly with the 600-ppm solution, maintaining contact for at least 2 minutes. Prepare a 200-ppm sanitizing solution by thoroughly mixing 2 oz. of this product with 10 gallons of water. Prior to using equipment, rinse all surfaces with a 200-ppm available chlorine solution. Do not rinse and do not soak equipment overnight.”

- "OTHER USES", subsection, "FRUIT AND VEGETABLE WASHING"
 - "FRUIT & VEGETABLE WASHING – All fruits and vegetables should be cleaned by thoroughly washing in an appropriate cleaning solution. Remove all soils and other residues prior to treating with this product. After washing, transfer the fruit and vegetables to a separate tank containing the solution. Apply this product at the recommended concentration of available chlorine. See the following table for recommended usage concentrations for the fruit or vegetable being processed. To prepare a 100-ppm available chlorine solution, add 0.75 gallon of this product to 1000 gallons of water. The use of a calcium carbonate buffer to control pH is recommended. Maintain the pH of the use solution between 6.0 and 8.0 with a dilute solution of hydrochloric acid. For citrus quarantine, use at 200 ppm at pH 6.0 to 7.5. Apply for two minutes using a suitable spray or dip tank treatment."
 - "STORAGE AND DISPOSAL"
 - "STORAGE AND DISPOSAL – Store this product in a cool dry area, away from direct sunlight and heat to avoid deterioration. In case of spills, flood areas with large quantities of water. Refillable container. Refill this container with pesticide only. Do not reuse this container for any other purpose. Cleaning the container before final disposal is the responsibility of the person disposing of the container. Cleaning before refilling is the responsibility of the refiller. If container requires a deposit, return it to Bison Laboratories or its distributor for a refund. If container is a "no deposit" container, then triple rinse and discard. Product or rinsate, which cannot be used, should be diluted with water and discarded in a sanitary sewer. Do not contaminate food or feed by storage, disposal or cleaning of equipment."
29. The EPA determined that the labeling on Sodium Hypochlorite 15 Sanitizer, distributed or sold by Respondent during this period, contained additional language not included on the EPA-accepted label, which include the following:
- On the collected product label, in the section entitled, "HOUSEHOLD LAUNDRY SANITIZERS", subsection, "IN WASHING SUDS", the sentence, "Wait 5 minutes then add soap or detergent and start the wash/rinse cycle" is not included on the EPA-accepted label.
 - The section of the collected product label entitled, "SPAS AND HOT TUBS" does not appear on the EPA-accepted label.
30. By distributing or selling a misbranded pesticide, Respondent violated FIFRA Section 12(a)(1)(E), 7 U.S.C. § 136j(a)(1)(E).

31. Pursuant to FIFRA Section 14(a), 7 U.S.C. § 136l(a), these violations subject Respondent to the assessment of civil penalties.

Count 1-5
Distribution or Sale of Misbranded Pesticide

32. The information and allegations in the preceding paragraphs of this Consent Agreement are incorporated herein by reference.
33. 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.
34. Under Section 2(q) of FIFRA, 7 U.S.C. § 136(q), a pesticide is misbranded if, among other things, its labeling bears any statement, design, or graphic representation relative thereto or to its ingredients which is false or misleading in any particular.
35. During a routine inspection conducted on June 28, 2023, an EPA-credentialed inspector collected product labels used by Respondent for Sodium Hypochlorite 15 (EPA Reg. No. 9613-20001-62215) and compared them to the most recent EPA-accepted label dated February 15, 2017.
36. The comparison revealed numerous discrepancies between the collected product label and the EPA-accepted label, including the absence of five required sections, inconsistencies in precautionary language, and the inclusion of impermissible language not present on the EPA-accepted label from February 15, 2017.
37. These discrepancies constitute misbranding under FIFRA Section 2(q), pursuant to 7 U.S.C. § 136(q)(1), where a pesticide is deemed “misbranded” if its label includes statements or representations that are false or misleading in any particular (7 U.S.C. § 136(q)(1)(A)), lacks directions for use necessary for its intended purpose (7 U.S.C. § 136(q)(1)(F)) or fails to include required warning and caution statements (7 U.S.C. § 136(q)(1)(G)).
38. 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).
39. The EPA possesses sales receipts collected during the inspection evidencing that Respondent distributed or sold Sodium Hypochlorite 15 Sanitizer with violative labeling on five separate occasions between April 19, 2022, and June 22, 2023.

CIVIL PENALTY

40. 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 **TWENTY-SEVEN THOUSAND THREE HUNDRED DOLLARS (\$27,300)**, which Respondent shall be liable to pay in accordance with the terms set forth below.
41. The civil 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.
42. Respondent agrees to pay a civil penalty in the amount of **TWENTY-SEVEN THOUSAND THREE HUNDRED DOLLARS (\$27,300)** ("Assessed Penalty") within thirty (30) days of the Effective Date of this Consent Agreement and Final Order.
43. 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>. Any checks should be made payable to "Treasurer, United States of America."
44. When making a payment, Respondent shall:
 - a. Identify every payment with Respondent's name and the docket number of this Consent Agreement, **FIFRA-03-2025-0130**,
 - 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, a copy of the check, 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.

45. Interest, Charges, and Penalties on Late Payments. Pursuant to 31 U.S.C. § 3717, 31 C.F.R. § 901.9, and 40 C.F.R. § 13.11, if Respondent fails to timely pay the full amount of the Assessed Penalty per this Consent Agreement, the EPA is authorized to recover, in addition to the amount of the unpaid Assessed Penalty, 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.

c. Late Payment Penalty. A late payment penalty of six percent (6%) per annum, will be assessed monthly on all debts, including any portion of the Assessed Penalty, interest, penalties, and other charges, that remain delinquent more than ninety (90) days.

46. 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. Request that the Attorney General bring a civil action in the appropriate district court to recover the amount outstanding pursuant to 7 U.S.C. § 136l(a)(5).
47. 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.
48. Tax Treatment of Penalties. Penalties, interest, and other charges paid pursuant to this Consent Agreement shall not be deductible for purposes of federal taxes.
49. Payment of the civil penalty, in accordance with the above terms and provisions, is due and payable immediately upon Respondent's receipt of a true and correct copy of the fully executed and filed Consent Agreement and Final Order. Receipt by Respondent or Respondent's legal counsel of such copy of the fully executed Consent Agreement and Final Order, with a date stamp indicating the date on which the Consent Agreement and Final Order was filed with the Regional Hearing Clerk, shall constitute receipt of written initial notice that a debt is owed the EPA by Respondent in accordance with 40 C.F.R. § 13.9(a).
50. The Parties consent to service of the Final Order by email at the following valid email addresses: Rutherford.john@epa.gov (for Complainant), and Tbeatty@interstatechemical.com (for Respondent).

GENERAL SETTLEMENT CONDITIONS

51. 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.
52. 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.

53. 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

54. 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

55. 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

56. 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

57. 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.

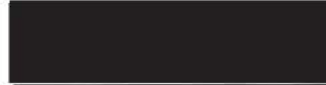
ENTIRE AGREEMENT

58. This Consent Agreement and Final Order constitutes 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.

For Respondent: Interstate Chemical Company, Inc.

Date: 8-5-25

By:



Tom Beatty
Environmental, Health, Safety, and Security
Analyst

For the Complainant:

After reviewing the Consent Agreement and other pertinent matters, I, the undersigned 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: ANDREA BAIN Digitally signed by ANDREA BAIN
Date: 2025.07.23 11:51:54
-04'00'
[Digital Signature and Date]
Andrea Bain, Acting Director
Enforcement & Compliance Assurance Division
U.S. EPA – Region 3
Complainant

Attorney for Complainant:

By: RUTHERFORD, JOHN Digitally signed by Rutherford,
Date: 2025.07.25 14:25:02
-04'00'
[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

Aug 08, 2025

11:33 am

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INTERSTATE CHEMICAL COMPANY, INC. : U.S. EPA Docket No. FIFRA-03-2025-0130
2797 FREEDLAND ROAD :
HERMITAGE, PENNSYLVANIA 16148 : Proceeding under Section 14(a) of the Federal
Respondent. : Insecticide, Fungicide, and Rodenticide Act
: (FIFRA), 7 U.S.C. §136l(a).
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FINAL ORDER


Complainant, the Director of the Enforcement and Compliance Assurance Division, U.S. Environmental Protection Agency, Region 3, and Respondent, Interstate Chemical Company, Inc., have executed a document entitled "Consent Agreement," which I hereby ratify as a Consent Agreement in accordance with the Consolidated Rules of Practice Governing the Administrative Assessment of Civil Penalties and the Revocation/Termination or Suspension of Permits ("Consolidated Rules of Practice"), 40 C.F.R. Part 22 (with specific reference to Sections 22.13(b) and Sections 22.18(b)(2) and (3). The terms of the foregoing Consent Agreement are accepted by the undersigned and incorporated into this Final Order as if fully set forth at length herein.

Based upon the representations of the Parties in the attached Consent Agreement, the penalty agreed to therein is based upon consideration of, *inter alia*, the EPA's FIFRA Enforcement Response Policy (December 2009), and the statutory factors set forth in Section 14(a)(1) of the Federal Insecticide, Fungicide and Rodenticide Act, 7 U.S.C. § 136l(a)(4).

NOW, THEREFORE, PURSUANT TO Section 14(a) of the Federal Insecticide, Fungicide and Rodenticide Act, 7 U.S.C. § 136l(a), and Section 22.18(b)(3) of the Consolidated Rules of Practice, **IT IS HEREBY ORDERED** that Respondent pay a civil penalty in the amount of [*e.g.*, **TWENTY SEVEN THOUSAND THREE HUNDRED DOLLARS (\$27,300)**], in accordance with the payment provisions set forth in the Consent Agreement and in 40 C.F.R. § 22.31(c), and comply with the terms and conditions of the Consent Agreement.

This Final Order constitutes the final Agency action in this proceeding. This Final Order shall not in any case affect the right of the Agency or the United States to pursue appropriate injunctive or other equitable relief, or criminal sanctions for any violations of the law. This Final Order resolves only those causes of action alleged in the Consent Agreement and does not waive, extinguish or otherwise affect Respondent's obligation to comply with all applicable provisions of FIFRA and the regulations promulgated thereunder.

The effective date of the attached Consent Agreement and this Final Order is the date on which this Final Order is filed with the Regional Hearing Clerk.

By: **DONZETTA
THOMAS**  Digitally signed by DONZETTA
THOMAS
Date: 2025.08.08 10:01:57
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Regional Judicial and Presiding Officer
U.S. EPA Region 3

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 3
Philadelphia, Pennsylvania 19103

In the Matter of:	:
	:
INTERSTATE CHEMICAL COMPANY, INC.	: U.S. EPA Docket No. FIFRA-03-2025-0130
2797 FREEDLAND ROAD	:
HERMITAGE, PENNSYLVANIA 16148	: Proceeding under Section 14(a) of the Federal
	: Insecticide, Fungicide, and Rodenticide Act
Respondent.	: (FIFRA), 7 U.S.C. § 136l(a).
	:
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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:

Tom Beatty
Interstate Chemical Company, Inc.
2797 Freedland Road
Hermitage, Pennsylvania 16148

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JEANNINE GRAFF

Digitally signed by JEANNINE
GRAFF
Date: 2025.08.08 11:33:58 -04'00'

[Digital Signature and Date]

Regional Hearing Clerk
U.S. Environmental Protection Agency, Region 3