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**U.S. EPA REGION 7
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**U. S. ENVIRONMENTAL PROTECTION AGENCY
REGION 7
11201 RENNER BOULEVARD
LENEXA, KANSAS 66219
BEFORE THE ADMINISTRATOR**

In the Matter of

**Morrill Elevator, Inc.
Morrill, KS**

Respondent.

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Docket No. FIFRA-07-2024-0131

CONSENT AGREEMENT AND FINAL ORDER

Preliminary Statement

The U.S. Environmental Protection Agency, Region 7 (EPA or Complainant), and Morrill Elevator, Inc. (Respondent) have agreed to a settlement of this action before the filing of a Complaint, and thus this action is simultaneously commenced and concluded pursuant to Rules 22.13(b) and 22.18(b)(2) of the Consolidated Rules of Practice Governing the Administrative Assessment of Civil Penalties and the Revocation/Termination or Suspension of Permits, 40 C.F.R. §§ 22.13(b) and 22.18(b)(2).

Jurisdiction

1. This proceeding is an administrative action for the assessment of civil penalties initiated pursuant to Section 14 of the Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA), 7 U.S.C. § 136l and in accordance with the Consolidated Rules of Practice.

Parties

2. Complainant, by delegation from the Administrator of EPA and the Regional Administrator of EPA Region 7 is the Director of the Enforcement and Compliance Assurance Division of EPA Region 7.

3. The Respondent is Morrill Elevator, Inc., a business in good standing under the laws of the state of Kansas and doing business in the state of Kansas.

Statutory and Regulatory Background

4. Congress enacted FIFRA in 1947 and amended it in 1972 and in 1996. The general purpose of FIFRA is to provide the basis for regulation, sale, distribution and use of pesticides in the United States. 7 U.S.C. 136 *et. seq.*

5. Section 12(a)(1)(E) of FIFRA, 7 U.S.C. § 136j(a)(1)(E), states it shall be unlawful for any person in any state to distribute or sell to any person any pesticide which is adulterated or misbranded.

6. Section 12(a)(2)(B) of FIFRA, 7 U.S.C. § 136j(a)(2)(B), states that it shall be unlawful for any person to refuse to prepare, maintain, or submit any records required by or under section 136c, 136e, 136f, 136i, or 136q of this title.

7. Section 12(a)(2)(S) of FIFRA, 7 U.S.C. § 136j(a)(2)(S), states that it shall be unlawful for any person to violate any regulation issued under section 136a(a) or 136q of this title.

8. Pursuant to 40 C.F.R. § 156.10(a)(4)(ii)(B), when pesticide products are stored in bulk containers, whether mobile or stationary, which remain in the custody of the user, a copy of the label of labeling, including all appropriate directions for use, shall be securely attached to the container in the immediate vicinity of the discharge control valve.

9. Pursuant to 40 C.F.R. § 165.45(d), each refillable container must be marked in a durable and clearly visible manner with a serial number or other identifying code that will distinguish the individual container from all other containers. Durable marking includes, but is not limited to, etching, embossing, ink jetting, stamping, heat stamping, mechanically attaching a plate, molding, and marking with durable ink. The serial number or other identifying code must be located on the outside part of the container except on a closure. Placement on the label or labeling is not sufficient unless the label is an integral, permanent part of or permanently stamped on the container.

10. Pursuant to 40 C.F.R. § 165.45(e), if a refillable container is a portable pesticide container that is designed to hold liquid pesticide formulations and is not a cylinder that complies with the DOT Hazardous Materials Regulations in 49 C.F.R. parts 171-180, each opening of the container other than a vent must have a one-way valve, a tamper-evident device or both.

11. Pursuant to 40 C.F.R. § 165.70(e)(10), a refiller of a pesticide product that is not the registrant of the pesticide product must maintain records in accordance with paragraph (j) of this section.

12. Pursuant to 40 C.F.R. § 165.70(j)(2), a refiller of a pesticide product that is not the registrant of the pesticide product must, each time they repackage a pesticide product into a refillable container and distribute or sell the product, generate and maintain the following records for at least 3 years after the date of repackaging: the EPA registration number of the pesticide product distributed or sold in the refillable container, the date of the repackaging, and the serial number or other identifying code of the refillable container.

13. Pursuant to 40 C.F.R. § 169.2, all producers of pesticides, devices, or active ingredients used in producing pesticides subject to this Act, including pesticides produced pursuant to an experimental use permit and pesticides, devices, and pesticide active ingredients produced for export, shall maintain, inter alia, records showing:

- a. The product name, EPA Registration Number, Experimental Permit Number if the pesticide is produced under an Experimental Use Permit, amounts per batch and batch identification (numbers, letters, etc.) of all pesticides produced;
- b. The following information regarding the receipt, by the producer, of all pesticides, devices, and active ingredients used in producing pesticides: name and address of shipper; and name of delivering carrier;
- c. The following information regarding the shipment of all pesticides, devices, and active ingredients used in producing pesticides: brand name of pesticide or device, or the common or chemical name of the pesticide active ingredient; and
- d. Inventory records with respect to the types and amounts of pesticides or pesticide active ingredients, or quantities of devices in stock which he has produced.

14. Section 2(t) of FIFRA, 7 U.S.C. § 136(t), defines “pest” to mean (1) any insect, rodent, nematode, fungus, weed, or (2) any other form of terrestrial or aquatic plant or animal life or virus, bacteria, or other micro-organism (except viruses, bacteria, or other micro-organism on or in living man or other living animals) which the Administrator declares to be a pest under Section 25(c)(1).

15. Section 2(u) of FIFRA, 7 U.S.C. § 136(u), defines “pesticide” to mean any substance or mixture of substances intended for preventing, destroying, repelling, or mitigating any pest.

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

17. Section 2(gg) of FIFRA, 7 U.S.C. § 136(gg), defines “to distribute or sell” to mean 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.

18. Section 2(w) of FIFRA, 7 U.S.C. § 136(w) defines “produce” to mean to manufacture, prepare, compound, propagate, or process any pesticide or device or active ingredient used in producing a pesticide. 40 C.F.R. § 167.3 further defines “produce” to mean to package, repackage, label, relabel, or otherwise change the container of any pesticide or device.

19. Section 2(w) of FIFRA, 7 U.S.C. § 136(w) defines “producer” to mean any person who manufactures, prepares, compounds, propagates, or processes any pesticide or device

or active ingredient used in producing a pesticide. 40 C.F.R. § 167.3 further defines “producer” to mean any person who packages, repackages, labels, or relabels any pesticide, active ingredient, or device.

20. Section 2(y) of FIFRA, 7 U.S.C. § 136(y), defines the term “registrant” to mean a person who has registered any pesticide pursuant to the provisions of this subchapter.

21. Section 2(q)(1)(A) of FIFRA, 7 U.S.C. § 136(q)(1)(A), states, in pertinent part, a pesticide is misbranded if (1) A pesticide is misbranded if its labeling bears any statement, design, or graphic representation relative thereto or to its ingredients which is false or misleading in any particular; or there is not affixed to its container, and to the outside container or wrapper of the retail package, if there be one, through which the required information on the immediate container cannot be clearly read, a label bearing the net weight or measure of the content.

22. 40 C.F.R. § 165.3 defines “one-way valve” to mean a valve that is designed and constructed to allow virtually unrestricted flow in one direction and no flow in the opposite direction, thus allowing the withdrawal of material from, but not the introduction of material into, a container.

23. 40 C.F.R. § 165.3 defines “refillable container” to mean a container that is intended to be filled with pesticide more than once for sale or distribution.

24. 40 C.F.R. § 165.3 defines “refiller” to mean a person who engages in the activity of repackaging pesticide product into refillable containers. This could include a registrant or a person operating under contract to a registrant.

25. 40 C.F.R. § 165.3 defines “stationary pesticide container” to mean a refillable container that is fixed at a single facility or establishment or, if not fixed, remains at the facility or establishment for at least 30 consecutive days, and that holds pesticide during the entire time.

26. 40 C.F.R. § 165.3 defines “portable pesticide container” to mean a refillable container that is not a stationary pesticide container.

27. 40 C.F.R. § 165.3 defines “tamper-evident device” to mean a device which can be visually inspected to determine if a container has been opened.

28. Section 14(a)(1) of FIFRA, 7 U.S.C. § 136l(a)(1), authorizes a civil penalty of not more than \$5,000 for each offense. The Federal Civil Penalties Inflation Adjustment Act Improvements Act of 2015, 28 U.S.C. § 2461, and implementing regulations at 40 C.F.R. Part 19, increased these statutory maximum penalties \$24,255, for violations that occur after November 2, 2015, and for which penalties are assessed on or after December 27, 2023.

General Factual Allegations

29. Respondent is, and at all times referred to herein was, a “person” within the meaning of FIFRA.

30. Respondent owns and operates a registered establishment located at 120 Fanning St., Morrill, Kansas, with Establishment Number 61590-KS-001.

31. On February 21, 2024, the Kansas Department of Agriculture (KDA) conducted a producer establishment inspection Respondent's facility located at 120 Fanning St., Morrill, Kansas. KDA collected photos, documents, and other information during the course of the inspection.

32. Respondent purchases and repackages pesticides at its establishment. Specifically, the pesticides Respondent purchased and repackaged at the time of the inspection included:

- a. Buccaneer 5 Extra Herbicide, EPA Registration Number 55467-15;
- b. Resicore Herbicide, EPA Reg. No. 62719-693; and
- c. SureStart II Herbicide, EPA Reg. No. 62719-679.

Allegations of Violations

33. The Complainant hereby states and alleges that Respondent has violated FIFRA and federal regulations promulgated thereunder, as follows:

Count 1

34. The facts stated in Paragraphs 29 through 32 above are herein incorporated.

35. Pursuant to 7 U.S.C. § 136j(a)(1)(E), it is unlawful for any person to sell or offer to sell a misbranded pesticide.

36. Pursuant to 7 U.S.C. § 136(q)(1)(A), a pesticide is misbranded if its labeling bears any statement which is false or misleading.

37. The EPA inspection revealed that Respondent's bulk tank of SureStart II had two labels with conflicting information regarding, inter alia, the net contents.

38. Respondent's failure to maintain accurate and consistent labeling on a bulk tank of SureStart II constitutes misbranding pursuant to 7 U.S.C. § 136(q)(1)(A).

39. Respondent violated Section 12(a)(1)(E) of FIFRA, 7 U.S.C. § 136j(a)(1)(A), by utilizing a bulk tank which was mislabeled.

Count 2

40. The facts stated in Paragraphs 29 through 32 above are herein incorporated.

41. Pursuant to 7 U.S.C. § 136j(a)(1), it is unlawful for any person to sell or offer to sell a misbranded pesticide.

42. Pursuant to 7 U.S.C. § 136(q)(1)(A), a pesticide is misbranded if its labeling bears any statement which is false or misleading

43. The EPA inspection revealed that Respondent's bulk tank of Resicore had two labels with certain conflicting information regarding net contents.

44. Respondent's failure to maintain accurate and consistent labeling on a bulk tank of Resicore constitutes misbranding pursuant to 7 U.S.C. § 136(q)(1)(A).

45. Respondent violated Section 12(a)(1)(E) of FIFRA, 7 U.S.C. § 136j(a)(1)(A), by utilizing a bulk tank which was mislabeled.

Count 3

46. The facts stated in Paragraphs 29 through 32 above are herein incorporated.

47. Pursuant to 7 U.S.C. § 136j(a)(2)(B)(i), it is unlawful for any person to refuse to prepare, maintain, or submit any records required by or under section 136c, 136e, 136f, 136i, or 136q of FIFRA.

48. Pursuant to 40 C.F.R. § 169.2(c)(2), all producers of pesticides, devices, or active ingredients used in producing pesticides subject to FIFRA shall maintain records regarding the receipt by the producer of all pesticides, showing, inter alia, the name and address of the shipper.

49. The EPA inspection revealed that receiving records for SureStart II did not indicate the shipper's name and address.

50. Respondent's failure to include the shipper's name and address on its receiving records for SureStart II constitutes a failure to maintain records regarding the receipt by the producer of all pesticides, showing, inter alia, the name and address of the shipper.

51. Respondent violated Section 12(a)(2)(B)(i) of FIFRA, 7 U.S.C. § 136j(a)(2)(B)(i), by failing to prepare, maintain, or submit any records required by or under FIFRA.

Count 4

52. The facts stated in Paragraphs 29 through 32 above are herein incorporated.

53. Pursuant to 7 U.S.C. § 136j(a)(2)(B)(i), it is unlawful for any person to refuse to prepare, maintain, or submit any records required by or under section 136c, 136e, 136f, 136i, or 136q of FIFRA.

54. Pursuant to 40 C.F.R. § 169.2(c)(3), all producers of pesticides, devices, or active ingredients used in producing pesticides subject to FIFRA shall maintain records regarding the receipt, by the producer, of all pesticides, showing, inter alia, the name of the delivering carrier.

55. The EPA inspection revealed that receiving records for Resicore did not indicate the name of the delivering carrier.

56. Respondent's failure to include the name of the delivering carrier on its receiving records for Resicore constitutes a failure maintain records regarding the receipt, by the producer, of all pesticides, showing, inter alia, the name of the delivering carrier.

57. Respondent violated Section 12(a)(2)(B)(i) of FIFRA, 7 U.S.C. § 136j(a)(2)(B)(i), by failing to prepare, maintain, or submit any records required by or under FIFRA.

Count 5

58. The facts stated in Paragraphs 29 through 32 above are herein incorporated.

59. Pursuant to 7 U.S.C. § 136j(a)(2)(B)(i), it is unlawful for any person to refuse to prepare, maintain, or submit any records required by or under section 136c, 136e, 136f, 136i, or 136q of FIFRA.

60. Pursuant to 40 C.F.R. § 169.2(d)(1), all producers of pesticides, devices, or active ingredients used in producing pesticides subject to FIFRA shall maintain records regarding the shipment of all pesticides, devices, and active ingredients used in producing pesticides, showing, inter alia, the brand name of a pesticide, or the common or chemical name of the pesticide active ingredient.

61. The EPA inspection revealed that the shipping records for Resicore showed the name Resicore XL.

62. Respondent's failure to include the correct brand name for Resicore constitutes a failure to maintain records regarding the shipment of all pesticides, devices, and active ingredients used in producing pesticides, showing, inter alia, the brand name of a pesticide, or the common or chemical name of the pesticide active ingredient.

63. Respondent violated Section 12(a)(2)(B)(i) of FIFRA, 7 U.S.C. § 136j(a)(2)(B)(i), by failing to prepare, maintain, or submit any records required by or under FIFRA.

Count 6

64. The facts stated in Paragraphs 29 through 32 above are herein incorporated.

65. Pursuant to 7 U.S.C. § 136j(a)(2)(B)(i), it is unlawful for any person to refuse to prepare, maintain, or submit any records required by or under section 136c, 136e, 136f, 136i, or 136q of FIFRA.

66. Pursuant to 40 C.F.R. § 169.2(e), all producers of pesticides, devices, or active ingredients used in producing pesticides subject to FIFRA shall maintain inventory records with respect to the types and amounts of pesticides or pesticide active ingredients, or quantities of devices in stock which they have produced.

67. The EPA inspection revealed that the inventory records for Resicore did not contain the correct brand name.

68. Respondent's failure to include the correct brand name Resicore on inventory records constitutes failure to maintain inventory records for Resicore.

69. Respondent violated Section 12(a)(2)(B)(i) of FIFRA, 7 U.S.C. § 136j(a)(2)(B)(i), by failing to prepare, maintain, or submit any records required by or under FIFRA.

Count 7

70. The facts stated in Paragraphs 29 through 32 above are herein incorporated.

71. Pursuant to 7 U.S.C. § 136j(a)(2)(B)(i), it is unlawful for any person to refuse to prepare, maintain, or submit any records required by or under section 136c, 136e, 136f, 136i, or 136q of FIFRA.

72. Pursuant to 40 C.F.R. § 169.2(a), all producers of pesticides, devices, or active ingredients used in producing pesticides subject to FIFRA shall maintain records showing, inter alia, the EPA Registration Number of all pesticides produced.

73. Pursuant to 40 C.F.R. §§ 165.70(e)(10) & (j)(2)(i)(iii), a refiller of a pesticide product that is not the registrant of the pesticide product must maintain records of the serial number or other identifying code of the refillable container.

74. The EPA inspection revealed that Respondent refilled into refillable containers three pesticide products: Resicore, SureStart II, and Buccaneer 5 Extra. However, Respondent did not maintain records of EPA registration numbers and identifying codes of refillable containers for Resicore, SureStart II, and Buccaneer 5 Extra.

75. Respondent's failure to maintain records with the EPA registration numbers and identifying codes of refillable containers for Resicore, SureStare II, and Buccaneer 5 Extra constitutes a failure to maintain records with the required information under 40 C.F.R. § 169.2(a), 40 C.F.R. § 165.70(e)(10), and 40 C.F.R. § (j)(2)(i)(iii).

76. Respondent violated Section 12(a)(2)(B)(i) of FIFRA, 7 U.S.C. § 136j(a)(2)(B)(i), by failing to maintain records with the information required under 40 C.F.R. § 169.2(a), 40 C.F.R. § 165.70(e)(10), and 40 C.F.R. § (j)(2)(i)(iii) and therefore failing to prepare, maintain, or submit any records required by or under FIFRA.

Count 8

77. The facts stated in Paragraphs 29 through 32 above are herein incorporated.

78. Pursuant to 7 U.S.C. § 136j(a)(2)(S), it is unlawful for any person to violate any regulation issued under section 136a(a) or 136q of this title.

79. Pursuant to 40 C.F.R. § 165.45(e), if a refillable container is a portable pesticide container that is designed to hold liquid pesticide formulations and is not a cylinder that complies with the DOT Hazardous Materials Regulations in 49 C.F.R. parts 171-180, each opening of the container other than a vent must have a one-way valve, a tamper-evident device, or both.

80. The EPA inspection revealed that Respondent did not affix either a one-way valve or tamper-evident device to a portable refillable container of SureStart II.

81. Respondent's failure to affix a one-way valve or a tamper-evident device to a portable refillable container of SureStart II constitutes a failure to meet the requirements of 40 C.F.R. § 165.45(e).

82. Respondent violated Section 12(a)(2)(s) of FIFRA, 7 U.S.C. § 136j(a)(2)(s), by failing to meet the requirements of 40 C.F.R. § 165.45(e) by affixing a one-way valve or a tamper-evident device to a portable refillable container.

Count 9

83. The facts stated in Paragraphs 29 through 32 above are herein incorporated.

84. Pursuant to 7 U.S.C. § 136j(a)(2)(S), it is unlawful for any person to violate any regulation issued under section 136a(a) or 136q of this title.

85. Pursuant to 40 C.F.R. § 165.45(e), if a refillable container is a portable pesticide container that is designed to hold liquid pesticide formulations and is not a cylinder that complies with the DOT Hazardous Materials Regulations in 49 C.F.R. parts 171-180, each opening of the container other than a vent must have a one-way valve, a tamper-evident device, or both.

86. The EPA inspection revealed that Respondent did not affix either a one-way valve or tamper-evident device to a portable refillable container of Resicore.

87. Respondent's failure to affix a one-way valve or a tamper-evident device to a portable refillable container of Resicore constitutes a failure to meet the requirements of 40 C.F.R. § 165.45(e).

88. Respondent violated Section 12(a)(2)(s) of FIFRA, 7 U.S.C. § 136j(a)(2)(s), by failing to meet the requirements of 40 C.F.R. § 165.45(e) by affixing a one-way valve or a tamper-evident device to a portable refillable container.

Count 10

89. The facts stated in Paragraphs 29 through 32 above are herein incorporated.

90. Pursuant to 7 U.S.C. § 136j(a)(2)(S), it is unlawful for any person to violate any regulation issued under section 136a(a) or 136q of this title.

91. Pursuant to 40 C.F.R. § 165.45(e), if a refillable container is a portable pesticide container that is designed to hold liquid pesticide formulations and is not a cylinder that complies with the DOT Hazardous Materials Regulations in 49 C.F.R. parts 171-180, each opening of the container other than a vent must have a one-way valve, a tamper-evident device, or both.

92. The EPA inspection revealed that Respondent did not affix either a one-way valve or tamper-evident device to a portable refillable container of Buccaneer 5 Extra.

93. Respondent's failure to affix a one-way valve or a tamper-evident device to a portable refillable container of Buccaneer 5 Extra constitutes a failure to meet the requirements of 40 C.F.R. § 165.45(e).

94. Respondent violated Section 12(a)(2)(s) of FIFRA, 7 U.S.C. § 136j(a)(2)(s), by failing to meet the requirements of 40 C.F.R. § 165.45(e) by affixing a one-way valve or a tamper-evident device to a portable refillable container.

Count 11

95. The facts stated in Paragraphs 29 through 32 above are herein incorporated.

96. Pursuant to 7 U.S.C. § 136j(a)(2)(S), it is unlawful for any person to violate any regulation issued under section 136a(a) or 136q of this title.

97. Pursuant to 40 C.F.R. § 165.45(d), each refillable container must be marked in a durable and clearly visible manner with a serial number or other identifying code that will distinguish the individual container from all other containers.

98. The EPA inspection revealed that Respondent did not mark a refillable container of SureStart II with a serial number or other identifying code.

99. Respondent's failure to mark a refillable container of SureStart II with a serial number or other identifying code constitutes a failure to meet the requirements of 40 C.F.R. § 165.45(d).

100. Respondent violated Section 12(a)(2)(s) of FIFRA, 7 U.S.C. § 136j(a)(2)(s), by failing to meet the requirements of 40 C.F.R. § 165.45(d) by failing to mark a refillable container with a serial number or other identifying code.

Count 12

101. The facts stated in Paragraphs 29 through 32 above are herein incorporated.

102. Pursuant to 7 U.S.C. § 136j(a)(2)(S), it is unlawful for any person to violate any regulation issued under section 136a(a) or 136q of this title.

103. Pursuant to 40 C.F.R. § 165.45(d), each refillable container must be marked in a durable and clearly visible manner with a serial number or other identifying code that will distinguish the individual container from all other containers.

104. The EPA inspection revealed that Respondent did not mark a refillable container of Resicore with a serial number or other identifying code.

105. Respondent's failure to mark a refillable container of Resicore with a serial number or other identifying code constitutes a failure to meet the requirements of 40 C.F.R. § 165.45(d).

106. Respondent violated Section 12(a)(2)(s) of FIFRA, 7 U.S.C. § 136j(a)(2)(s), by failing to meet the requirements of 40 C.F.R. § 165.45(d) by failing to mark a refillable container with a serial number or other identifying code.

Count 13

107. The facts stated in Paragraphs 29 through 32 above are herein incorporated.

108. Pursuant to 7 U.S.C. § 136j(a)(2)(S), it is unlawful for any person to violate any regulation issued under section 136a(a) or 136q of this title.

109. Pursuant to 40 C.F.R. § 165.45(d), each refillable container must be marked in a durable and clearly visible manner with a serial number or other identifying code that will distinguish the individual container from all other containers.

110. The EPA inspection revealed that Respondent did not mark a refillable container of Buccaneer 5 Extra with a serial number or other identifying code.

111. Respondent's failure to mark a refillable container of Buccaneer 5 Extra with a serial number or other identifying code constitutes a failure to meet the requirements of 40 C.F.R. § 165.45(d).

112. Respondent violated Section 12(a)(2)(s) of FIFRA, 7 U.S.C. § 136j(a)(2)(s), by failing to meet the requirements of 40 C.F.R. § 165.45(d) by failing to mark a refillable container with a serial number or other identifying code.

CONSENT AGREEMENT

113. For the purpose of this proceeding, as required by 40 C.F.R. § 22.18(b)(2), Respondent:

- (a) admits the jurisdictional allegations set forth herein;
- (b) neither admits nor denies the specific factual allegations stated herein;

- (c) consents to the assessment of a civil penalty, as stated herein;
- (d) consents to the issuance of any specified compliance or corrective action order;
- (e) consents to any conditions specified herein;
- (f) consents to any stated Permit Action;
- (g) waives any right to contest the allegations set forth herein; and
- (h) waives its rights to appeal the Final Order accompanying this Consent Agreement.

114. 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.

115. Respondent consents to the issuance of this Consent Agreement and Final Order and consents for the purposes of settlement to the payment of the civil penalty specified herein.

116. Respondent and EPA agree to the terms of this Consent Agreement and Final Order and Respondent agrees to comply with the terms specified herein.

117. Respondent and EPA agree to conciliate this matter without the necessity of a formal hearing and to bear their respective costs and attorneys' fees.

118. Respondent consents to receiving the filed Consent Agreement and Final Order electronically at the following e-mail address: *morrillelevator@gmail.com*.

Penalty Payment

119. Respondent agrees that, in settlement of the claims alleged herein, Respondent shall pay a civil penalty of ten thousand and four dollars (\$10,004) as set forth below.

120. Respondent shall pay the penalty within thirty (30) days of the effective date of the Final Order. Such payment shall identify Respondent by name and docket number and shall be by certified or cashier's check made payable to the "United States Treasury" and sent to:

U.S. Environmental Protection Agency
Fines and Penalties
Cincinnati Finance Center
PO Box 979078
St. Louis, Missouri 63197-9000

or by alternate payment method described at <http://www.epa.gov/financial/makepayment>.

121. A copy of the check or other information confirming payment shall simultaneously be sent to the following:

Regional Hearing Clerk
U.S. Environmental Protection Agency, Region 7
11201 Renner Boulevard
Lenexa, Kansas 66219; and

Kelley Catlin, Attorney
Office of Regional Counsel
U.S. Environmental Protection Agency, Region 7
11201 Renner Boulevard
Lenexa, Kansas 66219.

122. Respondent understands that its failure to timely pay any portion of the civil penalty may result in the commencement of a civil action in Federal District Court to recover the full remaining balance, along with penalties and accumulated interest. In such case, interest shall begin to accrue on a civil or stipulated penalty from the date of delinquency until such civil or stipulated penalty and any accrued interest are paid in full. 31 C.F.R. § 901.9(b)(1). Interest will be assessed at a rate of the United States Treasury Tax and loan rates in accordance with 31 U.S.C. § 3717. Additionally, a charge will be assessed to cover the costs of debt collection including processing and handling costs, and a non-payment penalty charge of six (6) percent per year compounded annually will be assessed on any portion of the debt which remains delinquent more than ninety (90) days after payment is due. 31 U.S.C. § 3717(e)(2).

Effect of Settlement and Reservation of Rights

123. Full payment of the penalty proposed in this Consent Agreement shall only resolve Respondent's liability for federal civil penalties for the violations alleged herein. Complainant reserves the right to take any enforcement action with respect to any other violations of FIFRA or any other applicable law.

124. The effect of settlement described in the immediately preceding paragraph is conditioned upon the accuracy of Respondent's representations to EPA, as memorialized in the paragraph directly below.

125. Respondent certifies by the signing of this Consent Agreement that it is presently in compliance with all requirements of FIFRA and its implementing regulations.

126. Full payment of the penalty proposed in this Consent Agreement 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 law. This Consent Agreement and Final Order does not waive, extinguish or otherwise affect Respondent's obligation to comply with all applicable provisions of FIFRA and regulations promulgated thereunder.

127. Complainant reserves the right to enforce the terms and conditions of this Consent Agreement and Final Order.

128. Nothing contained in this Consent Agreement and Final Order shall alter or otherwise affect Respondent's obligation to comply with all applicable federal, state, and local environmental statutes and regulations and applicable permits.

General Provisions

129. By signing this Consent Agreement, the undersigned representative of Respondent certifies that they are fully authorized to execute and enter into the terms and conditions of this Consent Agreement and has the legal capacity to bind the party they represent to this Consent Agreement.

130. This Consent Agreement shall not dispose of the proceeding without a final order from the Regional Judicial Officer or Regional Administrator ratifying the terms of this Consent Agreement. This Consent Agreement and Final Order shall be effective upon filing by the Regional Hearing Clerk for EPA, Region 7. Unless otherwise stated, all time periods stated herein shall be calculated in calendar days from such date.

131. The penalty specified herein shall represent civil penalties assessed by EPA and shall not be deductible for purposes of Federal, State and local taxes.

132. This Consent Agreement and Final Order shall apply to and be binding upon Respondent and Respondent's agents, successors and/or assigns. Respondent shall ensure that all contractors, employees, consultants, firms, or other persons or entities acting for Respondent with respect to matters included herein comply with the terms of this Consent Agreement and Final Order.

RESPONDENT
MORRILL ELEVATOR, INC.

Date: 4/8/25

By: 

J.R. Isch
Print Name

PRESIDENT
Title

COMPLAINANT
U. S. ENVIRONMENTAL PROTECTION AGENCY

Date: _____

DAVID COZAD Digitally signed by DAVID COZAD
Date: 2025.04.15 11:47:00 -05'00'

David Cozad
Director
Enforcement and Compliance Assurance Division

KELLEY CATLIN Digitally signed by KELLEY CATLIN
Date: 2025.04.15 12:35:16 -05'00'

Kelley Catlin
Office of Regional Counsel

FINAL ORDER

Pursuant to Section 14(a) of 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, 40 C.F.R. Part 22, the foregoing Consent Agreement resolving this matter is hereby ratified and incorporated by reference into this Final Order.

Respondent is ORDERED to comply with all of the terms of the Consent Agreement. In accordance with 40 C.F.R. § 22.31(b), the effective date of the foregoing Consent Agreement and this Final Order is the date on which this Final Order is filed with the Regional Hearing Clerk.

IT IS SO ORDERED.

Karina Borromeo
Regional Judicial Officer

Date

CERTIFICATE OF SERVICE

I certify that a true and correct copy of the foregoing Consent Agreement and Final Order was sent this day in the following manner to the addressees:

Copy via Email to Complainant:

Kelley Catlin
Office of Regional Counsel
catlin.kelley@epa.gov

Kash Kruep
Enforcement and Compliance Assurance Division
kruep.kash@epa.gov

Carrie Venerable
Office of Regional Counsel
National Experienced Workforce Solutions
venerable.carrie@epa.gov

Copy via Email to Respondent:

J.R. Isch
Registered Agent
Morrill Elevator
morrillelevator@gmail.com

David Klahr
Safety & Compliance Area Manager
ProValue Insurance
dklahr@provalueins.com

Dated this _____ day of _____, _____.

Signed