

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION VII
901 NORTH FIFTH STREET
KANSAS CITY, KANSAS 66101

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ENVIRONMENTAL PROTECTION
AGENCY-REGION VII
REGIONAL HEARING CLERK

IN THE MATTER OF)

Central Solutions, Inc.)

401 Funston Road)

Kansas City, Kansas 66115)

Respondent)

Docket No. FIFRA-07-2009-0002

CONSENT AGREEMENT AND FINAL ORDER

The U.S. Environmental Protection Agency (EPA), Region VII and Central Solutions, Inc. (Respondent) have agreed to a settlement of this action before filing of a complaint, and thus this action is simultaneously commenced and concluded pursuant to Rules 22.13(b), 22.18(b)(2) and 22.18(b)(3) of the Consolidated Rules of Practice Governing the Administrative Assessment of Civil Penalties, Issuance of Compliance or Corrective Action Orders, and the Revocation, Termination or Suspension of Permits (Consolidated Rules), 40 C.F.R. §§ 22.13(b), 22.18(b)(2) and 22.18(b)(3).

ALLEGATIONS

Jurisdiction

1. This is an administrative action for the assessment of civil penalties instituted pursuant to Section 14 of the Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA), 7 U.S.C. § 136l.
2. This Consent Agreement and Final Order (CAFO) serves as notice that EPA has reason to believe that Respondent has violated Section 12 of FIFRA, 7 U.S.C. § 136j.

Parties

3. The Complainant, by delegation from the Administrator of EPA and the Regional Administrator, EPA, Region VII, is the Director of the Water, Wetlands and Pesticides Division, EPA, Region VII.
4. The Respondent is Central Solutions, Inc. (Central Solutions), a pesticide producer located at 401 Funston Road in Kansas City, Kansas. The Respondent is and was at all times referred to in this CAFO, a "person" as defined by Section 2(s) of FIFRA, 7 U.S.C. § 136(s), and a corporation qualified to do business in the state of Kansas.

Statutory and Regulatory Background

5. Section 2(gg) of FIFRA, 7 U.S.C. § 136(gg), defines the term “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.

6. Pursuant to FIFRA Section 2(w), 7 U.S.C. § 136(w) and 40 C.F.R. § 167.3, the term “produce” means to manufacture, prepare, propagate, compound, or process any pesticide, including any pesticide produced pursuant to Section 5 of FIFRA, any active ingredient or device, or to package, repack, label, relabel, or otherwise change the container of any pesticide or device.

7. 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.

8. Section 2(q)(1)(A) of FIFRA, 7 U.S.C. § 136(q)(1)(A), states 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.

9. Section 12(a)(1)(B) of FIFRA, 7 U.S.C. § 136(a)(1)(B), states that it shall be unlawful for any person to distribute or sell any pesticide if any claims made for it as part of its distribution or sale substantially differ from any claims made for it as a part of the statement required in connection with its registration under Section 3.

10. Section 2(q)(1)(F) of FIFRA, 7 U.S.C. § 136(q)(1)(F), states a pesticide is misbranded if the labeling accompanying it does not contain directions for use which are necessary for effecting the purpose for which the product is intended and if complied with, together with any requirements imposed under Section 3(d) of this Act, are adequate to protect human health and the environment.

11. Pursuant to 40 C.F.R. § 152.132(d), the label of the distributor product must be the same as that of the registered product.

Factual Allegations

12. Respondent, at all times relevant, operated as a pesticide producer in Kansas City, Kansas.

13. Respondent produces and sells or distributes the following pesticides: Classic Whirlpool Disinfectant, EPA Reg. No. 211-50; Whirlpool Disinfectant, EPA Reg. No. 211-40; Agri-Phene Germicidal Detergent, EPA Reg. No. 211-25-10504; Agri-Phene Low pH Germicidal/Detergent,

EPA Reg. No. 211-62-10504; Final Stage 256 Germicide, EPA Reg. No. 6836-33-211.

14. On or about December 13, 2006, a representative of the Kansas Department of Agriculture (KDA) conducted an inspection at the Central Solutions facility located at 401 Funston Road, Kansas City, Kansas, for the purpose of determining the facility's compliance with the requirements of FIFRA. Records documenting inventories of the products referenced in Paragraph 13, which were packaged, labeled, and released for shipment, were collected from Respondent. At the time of the inspection, Respondent was holding in inventory: 644 one-gallon containers of Classic Whirlpool Disfectant, EPA Reg. No. 211-50; 840 one-gallon containers of Whirlpool Disinfectant, EPA Reg. No. 211-40; 1,132 one-gallon containers of Agri-Phene Germicidal Detergent, EPA Reg. No. 211-25-10504; 28 one-gallon containers of Agri-Phene Low pH Germicidal/Detergent, EPA Reg. No. 211-62-10504; and 272 one-gallon containers of Final Stage 256 Germicide, EPA Reg. No. 6836-33-211.

VIOLATIONS

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

Count 1

16. Complainant hereby incorporates the allegations contained in paragraphs 1 through 14 above, as if fully set forth herein.

17. Documentation collected during the inspection referenced in paragraph 14 above, revealed that Respondent was holding 664 one-gallon containers of the Classic Whirlpool Disfectant, EPA Reg. No. 211-50, which was packaged, labeled, and released for distribution or sale.

18. The product label for Classic Whirlpool Disfectant, EPA Reg. No. 211-50, was misbranded in that it bears a statement which was not encompassed within the terms of the product's registration under EPA Reg. No. 211-50, as required under the provisions of Section 3 of FIFRA, 7 U.S.C. § 136a. The label accepted by EPA on April 28, 2003, bears the statement under "Non-Critical Medical Device Uses;" "[product name] is a general purpose disinfectant that may be used to clean and disinfect hard, non-porous, inanimate, non-critical medical and dental equipment surfaces." The product label collected during the inspection referenced in paragraph 14 bears the statement "Classic Whirlpool Disinfectant Cleaner is a general purpose disinfectant that may be used to clean and disinfect hard, non-porous, inanimate non-medical and dental equipment surfaces."

19. The product label was further misbranded in that it makes claims for use of the product to disinfect against the organisms *Pseudomonas aeruginosa* and *Staphylococcus aureus*, but does not contain directions for use for these organisms. The label accepted by EPA on April 28,

2003, bears direction for use under "Disinfection," "For broad spectrum disinfection of gram positive bacteria, including *Pseudomonas aeruginosa* and *Staphylococcus aureus*, add two ounces [product name] to one gallon of water. Remove heavy soil or gross filth from the surface to be disinfected, then apply properly diluted solution with a mop, cloth, sponge or hand pump trigger sprayer so as to wet the surface thoroughly. Allow to remain wet for 10 minutes and then let air dry. If higher detergency is desired, increase dilution to 4 to 6 ounces per gallon of water. Prepare a fresh solution for each use or when solution becomes visibly dry."

20. Respondent distributed or sold a pesticide which is misbranded in that the label did not contain directions for use necessary to make the product effective and to adequately protect health and environment.

21. Respondent violated Section 12(a)(1)(E) of FIFRA, 7 U.S.C. § 136j(a)(1)(E), by holding for sale or distribution a pesticide which was misbranded.

Count 2

22. Complainant hereby incorporates the allegations contained in paragraphs 1 through 14 above, as if fully set forth herein.

23. Documentation collected during the inspection referenced in paragraph 14 above, revealed that Respondent was holding 840 one-gallon containers of the pesticide product, Whirlpool Disinfectant, EPA Reg. No. 211-40, which was packaged, labeled, and released for distribution or sale.

24. The product label for Whirlpool Disinfectant, EPA Reg. No. 211-40, was misbranded in that it bears a statement under "Performance Data, Disposal of Infectious Waste Materials" that was not encompassed within the terms of the product's registration under EPA Reg. No. 211-40, as required under the provisions of Section 3 of FIFRA, 7 U.S.C. § 136a for EPA Reg. No. 211-40. The label accepted by EPA on April 9, 2003, states, "Contaminated waste and blood and other body fluids should be autoclaved and disposed according to local regulations for infectious waste disposal." The product label collected during the inspection referenced in Paragraph 14 bears the statement, "Blood, body fluids, cleaning materials, and clothing should be autoclaved and disposed according to local regulations for infectious waste disposal."

25. Respondent distributed or sold a pesticide that is misbranded in that the product label bears a statement under "Performance Data, Disposal of Infectious Waste Materials" that was not contained in the label accepted by EPA on April 9, 2003 for product EPA Reg. No. 211-40.

26. Respondent violated Section 12(a)(1)(E) of FIFRA, 7 U.S.C. § 136j(a)(1)(E), by holding for sale or distribution a pesticide which was misbranded.

Count 3

27. Complainant hereby incorporates the allegations contained in paragraphs 1 through 14 above, as if fully set forth herein

28. Documentation collected during the inspection referenced in paragraph 14 above, revealed that Respondent was holding 1,132 one-gallon containers of the pesticide product, Agri-Phene Germicidal Detergent, EPA Reg. No. 211-25-10504, which was packaged, labeled, and released for distribution or sale.

29. The product label for Agri-Phene Germicidal Detergent, EPA Reg. No. 211-25-10504, was misbranded in that it bears statements for "Areas of Use for Swine and Cattle Sanitation," and for "horse stables, sales barn stalls, dressing plants, sick pens, veterinary hospitals, and cat and dog kennels," but fails to bear "Application and Use Dilutions" associated with these uses, as encompassed in the EPA accepted label. The label accepted by EPA on October 23, 2003, bears "Application and Use Dilutions for Swine and Cattle Sanitation, Dressing Plant Uses, Farm Premise," and states they "are required for labeling destined for poultry, swine or farm premise uses."

30. Respondent distributed or sold a pesticide which is misbranded in that the label did not contain directions for use necessary to make the product effective and to adequately protect human health and the environment.

31. Respondent violated Section 12(a)(1)(E) of FIFRA, 7 U.S.C. § 136j(a)(1)(E), by holding for sale or distribution a pesticide which was misbranded.

Count 4

32. Complainant hereby incorporates the allegations contained in paragraphs 1 through 14 above, as if fully set forth herein

33. Documentation collected during the inspection referenced in paragraph 14 above, revealed that Respondent was holding 1,132 one-gallon containers of the pesticide product, Agri-Phene Germicidal Detergent, EPA Reg. No. 211-25-10504, which was packaged, labeled, and released for distribution or sale.

34. The product label for Agri-Phene Germicidal Detergent, EPA Reg. No. 211-25-10504, bore claims for use which were not encompassed within the terms of the product's registration as required under the provisions of Section 3 of FIFRA, 7 U.S.C. § 136a for EPA Reg. No. 211-25-10504. The sample label collected during the inspection referenced in paragraph 14 makes a claim under "Efficacy Performance," that the produce is effective against "viruses commonly associated with poultry and swine areas including; "Newcastle's Disease Virus." This virus was not encompassed in the terms of the EPA-accepted label of October 23, 2003.

35. Section 12(a)(1)(B) of FIFRA, 7 U.S.C. § 136(a)(1)(B), states that it shall be unlawful for any person to distribute or sell any registered pesticide if any claims made for it as part of its distribution or sale substantially differ from any claims made for it as a part of the statement required in connection with its registration under Section 3 of FIFRA.

36. Respondent violated Section 12(a)(1)(B) of FIFRA, 7 U.S.C. § 136(a)(1)(B), by distributing or selling a registered pesticide that contained claims substantially different from claims made as part of the pesticides registration under Section 3 of FIRA.

Count 5

37. Complainant hereby incorporates the allegations contained in paragraphs 1 through 14 above, as if fully set forth herein

38. Documentation collected during the inspection referenced in paragraph 14 above, revealed that Respondent was holding 28 one-gallon containers of the pesticide product, Agri-Phene Low pH Germicidal/Detergent, EPA Reg. No. 211-62-10504, which was packaged, labeled, and released for distribution or sale.

39. The product label for Agri-Phene Low pH Germicidal/Detergent, EPA Reg. No. 211-62-10504, was misbranded in that it bears statements under "Efficacy Performance" and "Directions for Use" for effectiveness against foot and mouth disease that are not encompassed within the terms of the product's registration as required under the provisions of FIFRA, 7 U.S.C. § 136a, for EPA Reg. No. 211-62-10504. The label accepted by EPA on July 27, 2004, bears the statement, "For effectiveness against the foot and mouth disease virus (FMDV OBFS 1860) use [product name] on hard, nonporous, inanimate surfaces, in hard water up to 400ppm (calculated at CaCO³) and in the presence of 5% soil load, at 20°C with an exposure time of 10 minutes." The sample label collected during the inspection referenced in paragraph 14 states, "For effectiveness against the foot and mouth disease virus (FMDV OBFS 1860), a precalculated step is required prior to disinfection on hard, nonporous inanimate surfaces, in hard water up to 342ppm (calculated at CaCO³) and in the presence of 1% soil load at 4°C with an exposure time of 10 minutes."

40. Respondent distributed or sold a pesticide which is misbranded in that the label did not contain directions for use necessary to make the product effective and to adequately protect human health and the environment.

41. Respondent violated Section 12(a)(1)(E) of FIFRA, 7 U.S.C. § 136j(a)(1)(E), by holding for sale or distribution a pesticide which was misbranded.

Count 6

42. Complainant hereby incorporates the allegations contained in paragraphs 1 through 14 above, as if fully set forth herein

43. Documentation collected during the inspection referenced in paragraph 14 above, revealed that Respondent was holding 272 one-gallon containers of the pesticide product, Final Stage 256 Germicide, EPA Reg. No. 6836-33-211, which was packaged, labeled, and released for distribution or sale.

44. The product label for Final Stage 256 Germicide, EPA Reg. No. 6836-33-211, was misbranded in that it bears "Precautionary Statements" that are not encompassed within the terms of the product's registration as required under the provisions of FIFRA, 7 U.S.C. § 136a, for EPA Reg. No. 6836-33-211. The label accepted by EPA on November 14, 2003, states, "Wash thoroughly with soap and water after handling and before eating, drinking, or using tobacco." The sample label collected during the inspection referenced in paragraph 14 states, "Wash thoroughly with soap and water after handling."

45. 40 C.F.R. § 152.132(d) states that the label of the distributor product must be the same as that of the registered product.

46. Respondent violated Section 12(a)(1)(E) of FIFRA, 7 U.S.C. § 136j(a)(1)(E), by holding for sale or distribution a pesticide which was misbranded.

CONSENT AGREEMENT

It is hereby agreed and accepted by Respondent that:

1. Respondent and EPA agree to the terms of this CAFO and Respondent agrees to comply with the terms of the Final Order portion of this CAFO.
2. Respondent admits the jurisdictional allegations of this CAFO and agrees not to contest EPA's jurisdiction in this proceeding or any subsequent proceeding to enforce the terms of the Final Order set forth below.
3. Respondent neither admits nor denies the factual allegations and legal conclusions set forth in this CAFO.
4. Respondent waives its right to a judicial or administrative hearing on any issue of fact or law set forth above and its right to appeal the Final Order accompanying this Consent Agreement.

5. Respondent and Complainant agree to conciliate the matters set forth in this CAFO without the necessity of a formal hearing and to bear their respective costs and attorney's fees.

6. This CAFO addresses all civil administrative claims for the FIFRA violations identified above. Complainant reserves the right to take any enforcement action with respect to any other violations of FIFRA or any other applicable law.

7. Nothing contained in the Final Order portion of this CAFO shall alter or otherwise affect Respondent's obligation to comply with all applicable federal, state, and local environmental statutes and regulations and applicable permits.

8. The undersigned representative of Respondent certifies that he or she is fully authorized to enter into the terms and conditions of this CAFO and to execute and legally bind Respondent to it.

9. Respondent certifies by signing this CAFO that, to its knowledge, it is presently in compliance with FIFRA, 7 U.S.C. § 136 *et. seq.* and all regulations promulgated thereunder.

10. The effect of settlement described in paragraph 13 below is conditioned upon the accuracy of the Respondent's representations to EPA, as memorialized in paragraph 9 above.

11. Nothing in this Consent Agreement shall be construed as a release from any other action under any law and/or regulation administered by EPA. Nothing contained in the Final Order portion of this CAFO shall alter or otherwise affect Respondent's obligation to comply with all applicable federal, state and local environmental statutes and regulations and applicable permits.

12. Failure to pay the assessed penalty may result in the referral of this matter to the United States Department of Justice for collection. If payment is not received on or before the due date, interest will be assessed at the annual rate established by the Secretary of the Treasury pursuant to 31 U.S.C. § 3717. The interest will be assessed on the overdue amount from the due date through the date of payment.

13. Pursuant to Section 14 of FIFRA, as amended, 7 U.S.C. § 136~~l~~, the nature of the violations, Respondent's agreement to perform a Supplemental Environmental Project (SEP) and other relevant factors, EPA has determined that an appropriate total mitigated civil penalty to settle this action is in the amount of Eight Thousand Eight Hundred Eighty dollars (\$8,880) as set forth in paragraph 1 of the Final Order.

14. Respondent consents for the purposes of settlement to the payment of the civil penalty cited in the foregoing paragraph and the performance of the SEP as described in paragraph 15 of the Consent Agreement.

15. **SEP:** As part of the settlement of this matter, Respondent agrees to purchase and apply a more environmentally friendly label liner to 3.6 million labels of Respondent's products which will reduce the products' environmental impact. Switching from the current white bleached label liner to the unbleached "kraft" liner will use less energy in the manufacturing process and less chemicals than the traditional bleached liner. Using the "kraft" liners will save approximately 8,650 pounds of paper which is currently used to make traditional bleached liners. Switching to the "kraft" label liners will result in prevention of various pollutants such as NOx, particulates, solid waste, and sulfur dioxide. Respondent agrees to purchase and apply the "kraft" label liners as follows:

- a) No later than twelve months from the effective date of this CAFO, Respondent shall spend no less than Fourteen Thousand Dollars (\$14,000) to order the "kraft" unbleached label liners for 3.6 million labels of the Respondent's products.
- b) Within twelve months and one day of the effective date of this CAFO, Respondent shall submit an Interim SEP Report to Complainant. The Interim SEP Report shall (1) provide acceptable documentation showing that the "kraft" label liners have been purchased and paid for; (2) provide acceptable documentation showing the cost of the 3.6 million "kraft" labels that have been ordered; and (3) provide a list of the Respondent's products for which the "kraft" labels have been ordered and will be applied.
- c) Within fourteen months of the effective date of this CAFO, Respondent shall ensure that all 3.6 million "kraft" liner labels have been applied to the Respondent's applicable products.
- d) Within fifteen months of the effective date of this CAFO, Respondent shall submit a SEP Completion Report to Complainant. The SEP Completion Report shall contain the following information:
 - i) A detailed description of the SEP as implemented;
 - ii) A signed statement by the Respondent that all 3.6 million "kraft" liner labels have been applied to the Respondent's products;
 - iii) A description of the specific environmental and/or public health benefits resulting from implementation of the SEP; and
 - iv) Certification that the SEP has been fully implemented pursuant to the provisions of the CAFO.
- e) In itemizing its costs in the Interim SEP Report and the SEP Completion Report, Respondent shall clearly identify and provide acceptable documentation for all eligible SEP costs. Where the report includes costs not eligible for SEP credit, those costs must be clearly identified as such. For purposes of this Paragraph,

“acceptable documentation” includes invoices, purchase orders, or other documentation that specifically identifies and itemizes the individual costs of the goods and/or services for which payment is being made. Cancelled drafts do not constitute the individual costs of the good and/or services for which payment is being made.

- f) The Interim SEP Report and SEP Completion Report shall include the following statement. The Respondent, through an officer, must sign and certify the following statement under penalty of law:

I certify under penalty of law that I have examined and am familiar with the information submitted in this document and all attachments and that, based on my inquiry of those individuals immediately responsible for obtaining the information, I believe that the information is true, accurate, and complete. I am aware that there may be significant penalties for submitting false information, including the possibility of fines and imprisonment, in violation with an applicable law.

- g) The Interim SEP Report and SEP Completion Report shall be submitted on or before the due date to:

Joy Haff, WWPD
Environmental Protection Agency
901 North 5th Street
Kansas City, Kansas 66101

- h) Any public statement, oral or written, in print, film, internet, or other media, made by Respondent making reference to the SEP shall include the following language:

This project was undertaken in connection with the settlement of an Enforcement action taken by the U.S. Environmental Protection Agency For alleged violations for FIFRA §§12(a)(1)(A) and 12(a)(1)(E).

- i) Respondent hereby certifies that, as of the date of this CAFO, Respondent is not required to perform or develop the activities undertaken as the SEP by any federal, state, or local law or regulation; nor is Respondent required to perform or develop the SEP by an other agreement, grant or as injunctive relief in this or any other case.

Respondent further certifies that it has not received, and is not presently negotiating to receive, credit in any other enforcement action for this SEP.

- j) Respondent agrees not to claim any funds expended in the performance of the SEP as a deductible business expense for the purpose of Federal, state, or local taxes.

16. Stipulated Penalties: Respondent agrees to the payment of stipulated penalties as follows:

a) In the event Respondent fails to comply with any of the terms or provisions of this Agreement relating to the performance of the SEP as set forth in paragraph 15 above and/or to the extent that the actual expenditures for the SEP do not equal or exceed the cost of the SEP described in paragraph 15, Respondent shall be liable for stipulated penalties according to the provisions set forth below:

- (i) Except as provided in subparagraph (ii) and (iii) immediately below, if the SEP is not completed satisfactorily and timely pursuant to the agreement set forth in paragraph 15, Respondent shall be liable for and shall pay a stipulated penalty to the United States in the amount of One Thousand Four Hundred dollars (\$1,400.00);

- (ii) If Respondent fails to timely and completely submit the Interim SEP Report or the SEP Completion Report required by paragraph 15, Respondent shall be liable for and shall pay a stipulated penalty in the amount of \$30.00 for each day after the due date until a complete report is submitted; and

- (iii) If the SEP is not completed in accordance with paragraph 15, but the Complainant determines that the Respondent: (a) made good faith and timely efforts to complete the project; and (b) certifies, with supporting documentation, that at least 90 percent of the amount of money which was required to be spent was expended on the SEP, Respondent shall not be liable for any stipulated penalty;

b) The determination of whether the SEP has been satisfactorily completed and whether the Respondent has made a good faith, timely effort to implement the SEP shall be in the sole discretion of EPA.

c) Stipulated penalties shall begin to accrue on the day after performance is due, and shall continue to accrue through the final day of the completion of the activity.

d) Respondent shall pay stipulated penalties not more than fifteen (15) days after receipt of written demand by EPA for such penalties. Method of payment shall be in accordance with the provisions of paragraph 2 of the Final Order.

17. Late Payment Provisions: Pursuant to 31 U.S.C. § 3717, EPA is entitled to assess interest and penalties on debts owed to the United States and a charge to cover the cost of processing and handling a delinquent claim. Interest will therefore begin to accrue on a civil or stipulated penalty if it is not paid by the date required. Interest will be assessed at a rate of the United States Treasury tax and loan rate in accordance with 40 C.F.R. § 102.13(c). A charge will be assessed to cover the costs of debt collection, including processing and handling costs and attorneys fees. In addition, 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. Any such non-payment penalty charge on the debt will accrue from the date the penalty payment becomes due and is not paid. 4 C.F.R. §§ 102.13 (d) and (e).

18. This CAFO shall not relieve the Respondent of its obligation to comply with all applicable provisions of federal, state, or local law, nor shall it be construed to be a ruling on, or determination of, any issue related to any federal, state, or local permit, nor shall it be construed to constitute EPA approval or endorsement of the product purchased by the Respondent and applied to the Respondent's labels in connection with the SEP undertaken pursuant to this Agreement.

FINAL ORDER

Pursuant to Section 14 of FIFRA, as amended, 7 U.S.C. § 136~~l~~, and according to the terms of the Consent Agreement set forth above, IT IS HEREBY ORDERED THAT:

1. Respondent, in settlement of the allegations set forth above, shall pay by cashier or certified check, a mitigated civil penalty, for the violations cited herein, in the amount of Eight Thousand Eight Hundred Eighty Dollars (\$8,880). The payment of the civil penalty shall be made within thirty days of the effective date of this Order.

2. Payment of the penalty shall be by cashier or certified check which shall reference Docket Number FIFRA-07-2008-0008 and In the Matter of Central Solutions, Inc. Cashier or certified check shall made payable to "Treasurer, United States of America" and remitted to:

United States Environmental Protection Agency
Fines and Penalties
Cincinnati Finance Center
P.O. Box 979077
St. Louis, Missouri 63197-9000.

3. A copy of the check shall simultaneously be sent to the following:

Jennifer Trotter, Attorney
Office of Regional Counsel
United States Environmental Protection Agency
Region VII
901 North 5th Street
Kansas City, Kansas 66101

and

Kathy Robinson
Regional Hearing Clerk
United States Environmental Protection Agency
Region VII
901 North 5th Street
Kansas City, Kansas 66101.

4. No portion of the civil penalty or interest paid by Respondent pursuant to the requirements of this CAFO shall be claimed by Respondent as a deduction for federal, state, or local income tax purposes.

5. The effective date of this Order shall be the date on which it is signed by the Regional Judicial Officer.

6. This executed CAFO shall be filed with the Regional Hearing Clerk, U.S. Environmental Protection Agency, Region VII, 901 North 5th Street, Kansas City, Kansas 66101.

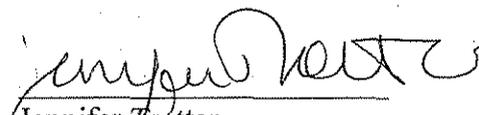
COMPLAINANT:

U.S. ENVIRONMENTAL PROTECTION AGENCY

Date: 12/31/08

By: 
William A. Spratlin
Director
Water, Wetlands and Pesticides Division

Date: 12-30-08

By: 
Jennifer Trotter
Attorney
Assistant Regional Counsel

RESPONDENT:

Central Solutions, Inc

Date: December 24, 2008

By: 

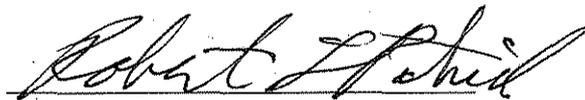
Printed Name: Paul Nobrega

Title: V.P. Regulatory Services

IT IS SO ORDERED. This Order shall become effective immediately.

Date:

Jan. 20, 2009



ROBERT L. PATRICK
Regional Judicial Officer
U.S. Environmental Protection Agency
Region VII

IN THE MATTER OF Central Solutions, Inc., Respondent
Docket No. FIFRA-07-2009-0002

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 hand delivered to
Attorney for Complainant:

Jennifer Trotter
Assistant Regional Counsel
Region VII
United States Environmental Protection Agency
901 N. 5th Street
Kansas City, Kansas 66101

Copy by Certified Mail Return Receipt to:

Paul Nobrega
V.P. Regulatory Services
Central Solutions, Inc.
401 Funston Road
Kansas City, Kansas 66115

Dated: 1/20/09



Kathy Robinson
Kathy Robinson
Hearing Clerk, Region 7