IDAHO DEPARTMENT OF ENVIRONMENTAL QUALITY

IN THE MATTER OF

Columbia Grain International, LLC	)	**CONSENT ORDER**
1010 Hill Street	)	Idaho Code § 39-108
Grangeville, Idaho 83530	)	Case No. ID-2026-0046

FINDINGS AND CONCLUSIONS

1. Pursuant to the Idaho Environmental Protection and Health Act (EPHA), including Idaho Code § 39-108; the "Idaho Pollutant Discharge Elimination System Rules" (IDAPA 58.01.25); and "Water Quality Standards" (IDAPA 58.01.02), the Idaho Department of Environmental Quality (Department) enters into this Consent Order (CO) with Columbia Grain International, LLC (Respondent).

2. The Department administers the Idaho Pollutant Discharge Elimination System (IPDES) Program to regulate the discharge of pollutants to waters of the United States (WOTUS) and waters of the state and to ensure compliance with applicable water quality requirements. Activities subject to regulation under the IPDES Program are governed by the applicable requirements in Idaho's "Water Quality Standards" (IDAPA 58.01.02), the "Idaho Pollutant Discharge Elimination System Rules" (IDAPA 58.01.25), and any permits issued by the Department pursuant to those rules, as applicable.

3. The Respondent operates a seed treating facility located at 1010 Hill Street in Grangeville, Idaho (the Facility). On March 9, 2025, red colorant associated with the Respondent's seed treating operations was observed in Long Haul Creek downstream of the Facility. On March 10, 2025, Department staff conducted an on-site follow-up investigation. During the visit, the Respondent showed Department staff the equipment associated with the washout activity and the pathway by which surface runoff from the Facility parking area entered a discharge drain. Department staff and the Respondent also evaluated downstream locations along Long Haul Creek. At that time, the Respondent committed to capturing wash water generated from cleaning mix tanks in a shuttle for reuse in the seed treatment process and to discontinue cleaning activities near the city drain.

4. Based on the information obtained during the investigation described above, the Department determined that Respondent's activities were subject to regulation under these rules and required coverage under a permit issued by the Department.

5. By Notice of Violation (NOV) dated August 26, 2026, the Department notified the Respondent of an alleged violation and associated civil penalty. The Department provided the Respondent with the opportunity for a compliance conference to discuss the alleged violation, corrective actions, the assessed penalty, and entry into a CO with the Department. The NOV is hereby incorporated into this CO by reference.

6. On September 23, 2026, a compliance conference was held between representatives of the Respondent and the Department. The Respondent discussed the alleged violation identified in the NOV and presented information regarding corrective actions taken to address the cause of the discharge and prevent recurrence.

7. To resolve this matter without litigation or further controversy, and without admitting to the alleged violation identified in the August 26, 2026, NOV, the Respondent agrees to the penalty and payment provisions of this CO.

ADMINISTRATIVE PENALTY

8. The August 26, 2026, NOV assessed a civil penalty of $3,800 for the alleged violation and applied a $1,000 adjustment for repeat noncompliance, resulting in a total assessed civil penalty of $4,800. The assessed penalty reflects the nature, circumstances, extent, and gravity of the alleged violation, as well as other applicable factors authorized under Idaho Code § 39-108.

9. As a result of the Respondent's good-faith efforts to resolve the alleged violation and prevent future occurrences, the Department has reduced the assessed penalty by $720, representing a 15% reduction. The resulting adjusted civil penalty is $4,080.

10. The Respondent will pay the Department a total civil penalty of $4,080 for the alleged violation within thirty (30) calendar days of the effective date of this CO.

11. Penalty payments must be made payable to the Department and submitted either through the Department's Payment Portal on the Department's website, or by check mailed to the following address:

    Accounts Receivable – Finance Office
    IPDES Penalty Payment – Case No. ID-2026-0046
    Idaho Department of Environmental Quality
    1410 N Hilton Street
    Boise, ID 83706

12. The payment must identify the Respondent's name and indicate that the payment is for an IPDES administrative penalty.

STANDARD PROVISIONS

13. This CO does not relieve the Respondent of the obligation to comply with any of the provisions of the EPHA, IDAPA, any condition of a permit issued by the Department to the Respondent, or other applicable local, state, or federal laws and regulations.

14. This CO binds the Respondent and its successors and assigns to this CO, until the terms of this CO are met to the Department's satisfaction, and the Department terminates the CO in writing.

15. If the Respondent fails to comply with the terms of this CO, the Department may seek and obtain, in any appropriate district court, specific performance of the CO and other relief as authorized in the EPHA.

16. If any event occurs that causes or may cause a delay in the achievement of any requirement of this CO, the Respondent must notify the Department in writing within ten (10) calendar days of the date the Respondent knew, or should have known, of the delay.

    A. Any notice under this paragraph will describe in detail the cause of the delay, the anticipated length of the delay, all anticipated consequences of the delay, the start date of the event or date of discovery, and measures taken by the Respondent to prevent or minimize the delay, and a timetable by which those measures will be implemented.

    B. The Respondent must use all reasonable measures to avoid or minimize any such delay. If the Department determines that the delay or anticipated delay in achieving any requirements of this CO has been or will be caused by circumstances beyond the reasonable control of the Respondent, the Department may grant an extension for a period equal to the length of the delay.

    C. The burden of proving that any delay is caused by circumstances beyond the reasonable control of the Respondent rests wholly with the Respondent.

17. If the Respondent wishes to seek an extension of any deadline contained in this CO, it must make a written request to the Department. The written extension request must explain the reasoning for the request and state the length of the extension requested. Any extension provided by the Department will be in writing, in response to the request.

18. If the Respondent violates the terms of this CO, the Department will provide written notice to the Respondent describing the violation. No later than ten (10) calendar days after receiving the notification, the Respondent must reply to the Department in writing to explain the violation and provide a date in which the violation will be cured, to the Department's satisfaction.

19. A waiver or decision by the Department to not enforce any provision, term, condition, or requirement of this CO does not constitute a waiver of any other provision, term, condition, or requirement.

20. Each person signing this CO certifies that they have the authority to sign for the party represented and to bind that party to its terms.

21. In case any provision or authority of this CO or the application of this CO to any party or circumstances is held by any judicial or administrative authority to be invalid, the application of such provisions to other parties or circumstances and the remainder of the CO will remain in force and will not be affected.

22. This CO sets forth the entire agreement related to the subject matter of this CO and may not be modified without written consent of all parties.

23. This CO resolves the Respondent's liability for civil penalties for only the violations and facts alleged in this CO.

24. This CO does not affect the right of the Department or the State of Idaho to pursue appropriate relief for any other violation of law, including civil penalties, injunctive or other equitable relief, or criminal sanctions.

25. The Respondent agrees that this CO will be admissible as evidence in any proceeding to enforce this CO.

26. If this CO is signed and agreed to with an electronic signature by either party, the electronic signature will have the same legal and evidentiary effect as a handwritten signature.

SALE OR TRANSFER OF PROPERTY

27. If the Respondent sells, offers for sale, or otherwise transfers ownership of the Facility Property (or any portion thereof) before termination of this CO, the Respondent must notify any prospective purchaser of the terms and conditions of this CO and the current status of completion of the requirements of this CO. The Respondent must also provide notice to the Department of the offer for sale and identify new owners at least ten (10)

calendar days before closing any sale or transfer of the Facility Property or any portion thereof.

28. Sale or transfer of the Facility Property or any portion thereof by the Respondent does not relieve the Respondent of its obligation to complete the terms and conditions of this CO unless appropriate arrangements are made with the purchaser or receiver of the Facility Property for assignment of the obligations of this CO and the Department consents in writing to the assignment of the obligations of this CO to the new owner.

EFFECTIVE DATE AND TERMINATION

29. The effective date of this CO is the date of the signature by the Department Director.

30. Upon the Department's receipt of the full civil penalty payment required by this Consent Order and completion of all other requirements of this Consent Order, the Department will issue written notice terminating this Consent Order. This Consent Order will remain in full force and effect until the Department issues such written notice.

DATED THIS _____DAY OF _____, 2026

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Brandon Rehder
Manager
Columbia Grain International, L.L.C.

DATED THIS _____DAY OF _____, 2026

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Jess Byrne
Director
Idaho Department of Environmental Quality