



STATE OF MISSISSIPPI  
PHIL BRYANT  
GOVERNOR  
MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY  
TRUDY D. FISHER, EXECUTIVE DIRECTOR

January 24, 2012

CERTIFIED MAIL/RETURN RECEIPT REQUESTED

John Brunini  
The Pinnacle Building, Ste. 100  
190 East Capitol Street  
Jackson, MS 39201

**Re: Burrows Paper Corporation  
Agreed Order No. 6075 12**

Dear Mr. Brunini:

Enclosed you will find a copy of Agreed Order No. 6075 12, which has been executed by the Executive Director of the Mississippi Department of Environmental Quality, Trudy Fisher, on behalf of the Mississippi Commission on Environmental Quality.

The enclosed Order assesses a civil penalty. The penalty payment, when due, should be made by check payable to the Mississippi Department of Environmental Quality and returned in the enclosed, self-addressed envelope to the MDEQ Fees Division at P.O. Box 2339, Jackson, MS 39225.

If you have any questions regarding your obligations under the enclosed order, please contact Chris Wells at (601) 961-5545.

Sincerely,

A handwritten signature in blue ink that reads "Chris Sanders" with a stylized flourish below it.

Chris Sanders, P. E.  
Environmental Compliance and Enforcement Division

Enclosure  
cc: Chris Wells

Agency Interest No. 6235  
ENF20110003

OFFICE OF POLLUTION CONTROL

BEFORE THE MISSISSIPPI COMMISSION  
ON ENVIRONMENTAL QUALITY

MISSISSIPPI COMMISSION ON  
ENVIRONMENTAL QUALITY

COMPLAINANT

VS.

ORDER NO. 6075 12

BURROWS PAPER CORPORATION  
501 WEST MAIN STREET  
LITTLE FALLS, NEW YORK 13365

RESPONDENT

AGREED ORDER

COME NOW the Mississippi Commission on Environmental Quality (Commission), acting through the staff and Executive Director of the Mississippi Department of Environmental Quality (MDEQ), Complainant, and Burrows Paper Corporation, Respondent, in the above captioned cause and agree as follows:

1.

By letter dated March 22, 2011, Respondent was contacted by Complainant and notified of the following violations of NPDES Permit No. MS0000795 associated with its facility located at 196 Burrows Drive, Pickens, Mississippi in Holmes County:

- A. The effluent BOD, 5-Day loading monthly average and daily maximum were exceeded during December 2010 and January 2011.
- B. The effluent BOD, 5-Day concentration monthly average and daily maximum were exceeded during December 2010 and January 2011.
- C. The effluent Total Recoverable Cadmium loading and concentration monthly averages were exceeded during January 2011.

- D. The effluent Total Recoverable Lead loading and concentration monthly averages were exceeded during January 2011.

Respondent asserts that the violations cited above are directly attributed to an expansion project that began in October 2010 and was completed by mid-December 2010. This conclusion appears to be supported by Respondent's compliance with BOD, Cadmium, and Lead effluent limitations beginning with the February 2011 monitoring period and continuing through the most recent monitoring period.

2.

In lieu of a formal enforcement hearing concerning the violations listed above, Complainant and Respondent agree to settle this matter as follows:

Respondent agrees to pay and Complainant agrees to accept a civil penalty in the amount of \$20,000 for the matter addressed herein. The penalty shall be paid as follows:

- A. Respondent shall pay, by check or money order, \$5,000 to MDEQ within forty-five (45) days of execution of this Agreed Order by the MDEQ Executive Director or her designee (the "Effective Date"). Payment shall be submitted to the following address:

Mississippi Department of Environmental Quality  
Att: Mona Varner  
P.O. Box 2339  
Jackson, MS 39225

- B. In accordance with the provisions of this Agreed Order and the Memorandum of Agreement between MDEQ, Respondent, and the City of Pickens, which is attached hereto as Exhibit "A" (the "MOA"), Complainant shall allow Respondent credit as follows toward payment of the penalty. Within forty-five (45) days after the Effective Date, Respondent shall pay, by check or

money order, \$7,500 to the City of Pickens, Mississippi (the "City"). In accordance with the terms and conditions of the MOA, the City shall use these funds for the sole purpose of defraying the costs, or some portion of the costs, of repairing and/or upgrading the City's industrial park wastewater treatment facility. Upon making this payment to the City, Respondent shall provide MDEQ written proof of such payment.

- C. Any public statement, oral or written, in print, film, or other media, made by Respondent making reference to the payment described in paragraph 2.B. above shall include the following language: "This contribution was made in connection with the settlement of an environmental enforcement action taken by the Mississippi Commission on Environmental Quality."
- D. If Respondent fails to make the payment described in paragraph 2.B. above by the deadline set forth in that subparagraph, the civil penalty of \$7,500 shall be immediately due and payable to MDEQ.
- E. In accordance with the provisions of this Agreed Order, Respondent shall be allowed credit against the civil penalty for expenditures up to a maximum of \$7,500 toward the implementation of the Supplemental Environmental Project ("SEP") described in Subsection 2.G.1. below. Respondent shall receive credit at the rate of one dollar of penalty payment for each dollar of expenditure under the SEP. All SEP expenditures must be certified by the Respondent and reported to MDEQ in order for credit to apply. If the expenditures incurred during implementation of the SEP are less than \$7,500, the remaining balance of the \$7,500 penalty will be due on or before the "SEP Completion Date," which shall be ninety (90) days from the Effective Date.
- F. The Respondent may, at its option and for a period of up to thirty (30) days after the Effective Date, notify the Complainant that they will not complete the project

described in Subsection 2.G.1., below. The Respondent will then pay the Complainant \$7,500 within thirty (30) days of notification to the Complainant that the SEP will not be conducted.

**G. Respondent shall conduct the following SEP:**

1. Burrows Paper Corporation (“Burrows”) owns and operates a paper facility located in Pickens, Holmes County, Mississippi. Burrows shall rent, install, and operate, for a minimum of four (4) weeks, a mobile sludge press and a mobile water filtration and fiber recovery unit on its intermediate to final stages of wastewater processing to enhance recovery and removal of excess wood pulp fibers from its process wastewater. Burrows shall not alter its ordinary production rates and/or schedules throughout the time the filtration and recovery unit and sludge press are in use for purposes of this SEP. Burrows estimates that the mobile water filtration and fiber recovery unit and mobile sludge press will reduce Burrows’ monthly average BOD effluent levels and its monthly average TSS effluent levels each by 10-15% during the period of operation. However, Burrows’ performance of this SEP and MDEQ’s acceptance and approval of thereof is not conditioned upon achievement of these anticipated levels of pollution reduction.

**H. Upon completion of the SEP described in Section 2.G.1. of this Agreed Order, but no later than the SEP Completion Date, Respondent shall submit to MDEQ a “SEP Completion Report” containing the following information:**

1. A detailed description of the SEP as implemented.
2. A description of any problems encountered with the implementation of the SEP and the solutions thereto.
3. Itemized costs, documented by copies of purchase orders, receipts, canceled checks, and/or other evidence of expenses.

4. Certification, signed by a responsible corporate official or Respondents' legal counsel, that Respondent has fully implemented the SEP pursuant to the provisions of this Agreed Order.
5. A description of the environmental and public health benefits resulting from implementation of the SEP.
6. A Certification, signed by a responsible corporate official, that Respondent did not and will not deduct SEP expenditures from its state or federal income taxes as current operating expenses in 2011 and 2012 and that Respondent will not receive any state or federal tax credits for these expenditures toward its state or federal income taxes for 2011 and 2012. Respondent may, if appropriate, capitalize the SEP expenditures and depreciate them in 2011 forward.

The SEP Completion Report should be directed to the following address:

Chief, Environmental Compliance & Enforcement Division  
Office of Pollution Control  
Post Office Box 2261  
Jackson, Mississippi 39225

- I. Following receipt of the SEP Completion Report, MDEQ will within sixty (60) days either:
  1. Accept the SEP Completion Report; or
  2. Reject the SEP Completion Report, notify Respondent, in writing, of deficiencies in the SEP and/or the SEP Completion Report and grant Respondent a reasonable amount of time in which to correct any deficiencies and submit a revised SEP Completion Report. MDEQ may reject the SEP Completion Report if the SEP as performed, or the SEP Completion Report as drafted, does not satisfy the requirements of this Agreed Order. MDEQ shall not unreasonably withhold approval of the SEP Completion Report, and will approve the SEP Completion Report

so long as the report is consistent with the SEP proposal and the terms of this Agreed Order.

3.

Nothing in this Agreed Order shall limit the rights of MDEQ or the Commission in the event Respondent fails to comply with this Agreed Order. The Agreed Order shall be strictly construed to apply to those matters expressly resolved herein.

4.

Compliance with the terms and conditions of this Agreed Order shall fully resolve the violations alleged in Paragraph 1 of this Agreed Order. However, nothing contained in this Agreed Order shall limit the rights of MDEQ or the Commission to take enforcement or other actions against Respondent for violations not addressed herein and for future violations of environmental laws, rules, and regulations.

5.

Respondent understands and acknowledges that it is entitled to an evidentiary hearing before the Commission pursuant to Miss. Code Ann. Section 49-17-31 (Rev. 2003), and that it has made an informed waiver of that right.

ORDERED, this the 13 day of January, <sup>2012</sup> 2011.

MISSISSIPPI COMMISSION ON ENVIRONMENTAL QUALITY

BY: 

TRUDY D. FISHER  
EXECUTIVE DIRECTOR  
MISSISSIPPI DEPARTMENT  
OF ENVIRONMENTAL QUALITY

AGREED, this the 9th day of January, ~~2011~~2012.

BURROWS PAPER CORPORATION

BY: 

TITLE: President

STATE OF NEW YORK

COUNTY OF HERKIMER

PERSONALLY appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named Michael Lengvarsky who first being duly sworn, did state upon his/her oath and acknowledge to me that he/she is the President of Burrows Paper Corporation and is authorized to sign and enter this Agreement.

SWORN AND SUBSCRIBED BEFORE ME, this the 9th day of January, ~~2011~~2012.

  
NOTARY PUBLIC

My Commission expires: November 30, 2014

MARGARET B. GOLDMAN  
Notary Public, State of New York  
No. 01GO6017006  
Qualified in Herkimer County  
My Commission Expires Nov. 30, 2014



**MEMORANDUM OF AGREEMENT BETWEEN MISSISSIPPI  
DEPARTMENT OF ENVIRONMENTAL QUALITY,  
THE TOWN OF PICKENS, MISSISSIPPI, AND BURROWS PAPER CORPORATION**

**Background.** The Town of Pickens, Mississippi (“Town”) owns and operates a Publicly Owned Treatment Works, which is subject to the provision of the Mississippi Air and Water Pollution Control Law and NPDES permit no. MS0021130. Two lift stations within the Town’s sewage collection system are in need of repairs and/or upgrades in order to avoid failure and resulting prohibited sanitary sewer overflows. On March 22, 2011, the Mississippi Department of Environmental Quality (“MDEQ”) initiated an administrative enforcement action against Burrows Paper Corporation (“Burrows”) for various alleged violations of the effluent limitations of its NPDES Permit, No. MS0000795. As part of the settlement and resolution of that enforcement action, and in consideration of Burrows’ agreement to pay \$7,500.00 to the Town, MDEQ has agreed to give Burrows credit in that amount toward payment of a civil penalty. MDEQ now seeks to ensure that the Town expends the funds for the purposes set forth below.

**Section 1. Parties to the Agreement:** The parties to this Memorandum of Agreement are MDEQ, the Town and Burrows.

**Section 2. Purpose of the Agreement:** The purpose of this agreement is to ensure that the Town expends the funds received from Burrows to defray the costs, or some portion of the costs, of the following repairs and/or upgrades within the Town’s sewage collection system: (a) replacement of the duplex control panel, the self-priming pump and the control floats at the King’s Drive lift station; and (b) replacement of the control floats at the Madison Street lift station. The total cost of these repairs and/or upgrades has been estimated to be in excess of the amount to be paid by Burrows in

accordance with this Memorandum of Agreement.

**Section 3. Responsibilities of Burrows:** Burrows shall make payment to the Town in the amount of \$7,500.00 after execution of this Memorandum of Agreement and in accordance with the associated Agreed Order to be issued by MDEQ.

**Section 4. Responsibilities of the Town:** The Town shall expend the funds received from Burrows for the purposes stated in Section 2 above. Should the Town fail to expend the funds received from Burrows, or all of the funds, as required by this Memorandum of Agreement, the Town shall remit to MDEQ that portion of the funds not spent toward repairing and/or upgrading the Town's King's Drive and Madison Street lift stations, and any such funds remitted to MDEQ shall be considered a penalty collection and deposited into the Pollution Emergency Fund pursuant to Miss. Code Ann. § 49-17-43(6).

**Section 5. Responsibilities of MDEQ:** As consideration for the performance of this Agreement, MDEQ agrees to grant Burrows credit in the amount of \$7,500.00 toward payment of a total civil penalty of \$20,000.00 for the alleged permit violations cited in MDEQ's Notice of Violation dated March 22, 2011. This concession by MDEQ shall also be embodied in an Agreed Order.

**Section 6. Reporting and Certification Requirements:** The Town shall submit to MDEQ documentation (such as receipts, work orders, purchase orders, change orders, etc.) reflecting that it expended the funds in accordance with this Memorandum of Agreement once the funds have been fully expended. The Town's mayor shall submit a certification that the funds were expended in accordance with the terms of this Memorandum of Agreement.

**Section 7. Period of Performance:** The period of performance for this Agreement shall be from the date the Agreement is executed by both parties until the funds are fully expended in accordance with this Agreement.

**Section 8. Nullification of this Agreement:** The parties to this Agreement contemplate, and the agreement embodied in this document presumes, the issuance by MDEQ of an Agreed Order associated with, and referencing, this Memorandum of Agreement and requiring Burrows to make the payment described herein. If, for any reason, the MDEQ and Burrows are unable to settle the enforcement action referenced above as contemplated by this Memorandum of Agreement and/or MDEQ, for any reason, does not issue the contemplated Agreed Order, this Agreement, and any and all obligations described herein, shall be null, void and without effect.

WITNESS OUR SIGNATURES:

**THE TOWN OF PICKENS, MISSISSIPPI**

By:   
Joel Gill, Mayor

Date Executed 01/09/12

**MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY**

By:   
Trudy D. Fisher, Executive Director

Date Executed: 1/13/12

**BURROWS PAPER CORPORATION**

By: \_\_\_\_\_

Printed name: \_\_\_\_\_

Its: \_\_\_\_\_

Date Executed: \_\_\_\_\_

**Section 8. Nullification of this Agreement:** The parties to this Agreement contemplate, and the agreement embodied in this document presumes, the issuance by MDEQ of an Agreed Order associated with, and referencing, this Memorandum of Agreement and requiring Burrows to make the payment described herein. If, for any reason, the MDEQ and Burrows are unable to settle the enforcement action referenced above as contemplated by this Memorandum of Agreement and/or MDEQ, for any reason, does not issue the contemplated Agreed Order, this Agreement, and any and all obligations described herein, shall be null, void and without effect.

WITNESS OUR SIGNATURES:

**THE TOWN OF PICKENS, MISSISSIPPI**

By: \_\_\_\_\_  
Joel Gill, Mayor

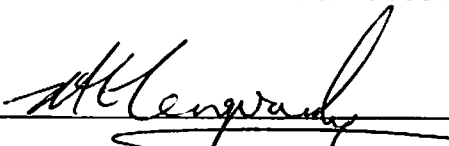
Date Executed \_\_\_\_\_

**MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY**

By: \_\_\_\_\_  
Trudy D. Fisher, Executive Director

Date Executed: \_\_\_\_\_

**BURROWS PAPER CORPORATION**

By:  \_\_\_\_\_

Printed name: Michael Lengvarsky  
Its: President

Date Executed: January 9, 2012