



STATE OF MISSISSIPPI
HALEY BARBOUR
GOVERNOR
MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY
TRUDY D. FISHER, EXECUTIVE DIRECTOR

June 8, 2011

CERTIFIED MAIL/RETURN RECEIPT REQUESTED

Mr. Josh Morrow
Melick Aquafeed LLC
139 South First Street
Catawissa, PA 17820

**Re: Melick Aquafeed LLC
Agreed Order No. 5977 11**

Dear Mr. Morrow:

Enclosed you will find a copy of Agreed Order No. 5977 11, 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 William Rider at (601) 961-5184.

Sincerely,

A handwritten signature in black ink that reads "Jerry W. Cain".

Jerry W. Cain, P.E., DEE
Director, Office of Pollution Control

Enclosure
cc: William Rider

Agency Interest No. 4075
ENF20110001

BEFORE THE MISSISSIPPI COMMISSION
ON ENVIRONMENTAL QUALITY

MISSISSIPPI COMMISSION ON
ENVIRONMENTAL QUALITY

COMPLAINANT

VS.

ORDER NO.

5977 11

MELICK AQUAFEED LLC
880 HIGHWAY 82 WEST
GREENVILLE, MISSISSIPPI
WASHINGTON COUNTY

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 Melick Aquafeed LLC, Respondent, in the above captioned cause and agree as follows:

1.

By letter dated December 2, 2010, Respondent was contacted by Complainant and notified of the following violation at its facility located at 880 Highway 82 West, Greenville, Mississippi in Washington County:

- A. Respondent operated without obtaining Baseline Storm Water General Permit in violation of the Mississippi Wastewater Pollution Control (WPC) Regulations WPC-1, Chapter 1, Part 1, B.1 and B.3.

Respondent has submitted a Notice of Intent (NOI) for coverage under the Baseline Storm Water General Permit (the "Application") to MDEQ on January 28, 2011.

2.

In lieu of a formal enforcement hearing concerning the violation listed above,

Complainant and Respondent agree to settle this matter as follows:

- A. Respondent agrees to operate its facility in accordance with the terms and conditions of the Baseline Storm Water General Permit until the Mississippi Environmental Quality Permit Board or its designee acts on the Application.
- B. Respondent agrees to pay, and Complainant agrees to accept, a civil penalty in the amount of \$12,000.00 for the matters addressed herein. The penalty shall be paid as follows:
 1. Respondent shall pay by check or money order \$3,108.00 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
 2. In accordance with the provision of this Agreed Order and the Memorandum of Agreement between MDEQ and the City of Arcola (the "City"), 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 \$8,892.00 to the City in accordance with the terms and conditions of the MOA. The City shall use these funds for the purpose of defraying the costs, or some portion of the costs of equipment needed for operation of the wastewater treatment plant (the "POTW") owned and operated by the City, as detailed in the MOA. Within ten (10) days after making the payment to the City contemplated by this subparagraph, Respondent shall provide MDEQ written proof of such payment.
- C. Any public statement, oral or written, in print, film, or other media, made by the Respondent making reference to the payment described in paragraph 2.B.2 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 2.B.2 above by the deadline set forth in that subparagraph, the remaining balance of the civil penalty shall be immediately due and payable to MDEQ

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.

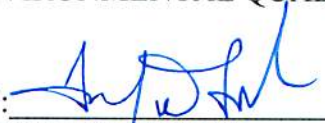
Nothing contained in this Agreed Order shall limit the rights of MDEQ or the Commission to take enforcement or other actions against Respondent for violations not addressed herein and for future violations of environmental laws, rules, and regulations.

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 6 day of June, 2011.

MISSISSIPPI COMMISSION ON
ENVIRONMENTAL QUALITY

BY: 
TRUDY D. FISHER
EXECUTIVE DIRECTOR
MISSISSIPPI DEPARTMENT
OF ENVIRONMENTAL QUALITY

AGREED, this the 3 day of June, 2011.

MELICK AQUAFEED LLC

BY: *[Signature]*

TITLE: VP

STATE OF PA

COUNTY OF Columbia

PERSONALLY appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named *Joshua Morrow* who first being duly sworn, did state upon his/her oath and acknowledge to me that he/she is the VP of Melick Aquafeed LLC and is authorized to sign and enter this Agreement.

SWORN AND SUBSCRIBED BEFORE ME, this the 3 day of June, 2011.

[Signature]
NOTARY PUBLIC

My Commission expires:

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
SANDRA A. RICHENDORFER, NOTARY PUBLIC
CATAWISSA BORO. COLUMBIA COUNTY
MY COMMISSION EXPIRES JULY 17, 2011

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
SANDRA A. RICHENBERGER, NOTARY PUBLIC
CAMBERSA BORO, CAMBERA COUNTY
MY COMMISSION EXPIRES JULY 17, 2011



RECEIVED

JUN 6 2011

Dept of Environmental Quality

STATE OF MISSISSIPPI
HALEY BARBOUR
GOVERNOR
MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY
TRUDY D. FISHER, EXECUTIVE DIRECTOR

May 25, 2011

CERTIFIED MAIL 7008 3230 0001 9673 0423

Mr. Josh Morrow
Melick Aquafeed LLC
139 South First Street
Catawissa, Pennsylvania 17820

Re: Melick Aquafeed LLC
Greenville, Washington County
GP-Baseline Coverage No. MSR001081

Dear Mr. Morrow:

Enclosed please find an Agreed Order that reflects our understanding of agreements reached to resolve certain environmental issues with your company.

If you concur with this Agreed Order, please sign the order before a Notary Public in the appropriate space and return the original water-marked order in the enclosed, self-addressed envelope to MDEQ Attn: Kim Smith, PO Box 2261 Jackson, MS 39225. Do not submit any penalty payment at this time. You will receive specific penalty payment instructions at a later date after the MDEQ Executive Director has executed the order.

If you have any questions, please contact me at (601) 961-5050.

Sincerely,

Azzam Abu-Mirshid, Chief, P.E.
Agricultural Branch
Environmental Compliance and Enforcement Division

Enclosure

**MEMORANDUM OF AGREEMENT BETWEEN MISSISSIPPI
DEPARTMENT OF ENVIRONMENTAL QUALITY,
THE CITY OF ARCOLA, MISSISSIPPI, AND MELICK AQUAFEED, LLC**

Background. On or about November 14, 2008, the Mississippi Department of Environmental Quality (“MDEQ”), on behalf of the Mississippi Environmental Permit Board, issued a National Pollutant Discharge Elimination System (“NPDES”) permit for the Publicly Owned Treatment Works owned and operated by the City of Arcola (the “City”). To assist in complying with its NPDES permit, the City has need of certain waste water treatment system equipment. On December 2, 2010, the Mississippi Department of Environmental Quality (“MDEQ”) initiated an administrative enforcement action against Melick Aquafeed, LLC (“Melick”) for failure to obtain coverage under the Baseline Industrial Storm Water General Permit. As part of the settlement and resolution of that enforcement action, and in consideration of Melick’s agreement to pay \$8,892.00 to the City in accordance with the terms and conditions of this Memorandum of Agreement, MDEQ has agreed to give Melick credit in that amount toward payment of a civil penalty. This amount is based on an estimate received from Hooker Engineering on behalf of the City. MDEQ now seeks to ensure that the City 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 City and Melick.

Section 2. Purpose of the Agreement: The purpose of this agreement is to ensure that the City expends the funds received from Melick to defray the costs, or some portion of the costs, of purchasing an Enchlor Model 9155C Chlorination System and a Hydromatic Sewer Pump, as described in the letter dated March 15, 2011, from Marcus Hooker of Hooker Engineering Services,

Inc., a copy of which is attached hereto as Exhibit 1.

Section 3. Responsibilities of Melick: Melick shall make payment to the City in the amount of \$8,892.00 after execution of this Memorandum of Agreement and in accordance with the associated Agreed Order to be issued by MDEQ.

Section 4. Responsibilities the City: The City shall expend the funds received from Melick for the purposes of defraying the costs, or some portion of the costs, of the Enchlor Model 9155C Chlorination System and Hadromatic Sewer Pump referenced in Exhibit 1. Should the City fail to expend the funds received from Melick, or all of the funds, as required by this Memorandum of Agreement, the City shall remit to MDEQ that portion of the funds not spent toward purchasing Enchlor Model 9155C Chlorination System and Hydromatic Sewer Pump, 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 Melick credit in the amount of \$8,892.00 toward payment of a total civil penalty of \$12,000.00 for the violations cited in MDEQ's Notice of Violation dated December 2, 2010. This concession by MDEQ shall also be embodied in an Agreed Order.

Section 6. Reporting and Certification Requirements: The City shall submit to MDEQ documentation (such as purchase orders, invoices, etc.) reflecting that it expended the funds in accordance with this Memorandum of Agreement once the funds have been fully expended. The City'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 Melick to make the payment described herein. If, for any reason, the MDEQ and Melick 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 CITY OF ARCOLA, MISSISSIPPI

By: *Cora Burnside*
Cora Burnside, Mayor

Date Executed *5/18/2011*

MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY

By: *Trudy D. Fisher*
Trudy D. Fisher, Executive Director

Date Executed: *6/6/11*

MELICK AQUAFEED, LLC.

By: *Joshua Morrow*

Printed name: *Joshua Morrow*
Its: *VP*

Date Executed: *6/3/11*