



will be assessed pursuant to IDEM's Civil Penalty Policy adopted as a Nonrule Policy Document on April 5, 1999.

Thank you for your cooperation in this matter.

Sincerely,

A handwritten signature in black ink that reads "Lisa Ward". The signature is written in a cursive, flowing style.

Lisa Ward  
Case Manager  
Enforcement Section  
Office of Air Quality

Enclosure

cc: Lisa Ward, Compliance and Enforcement Branch, OAQ  
Noah Weston, Compliance and Enforcement Branch, OAQ



Advanced Aquatics, LLC D/B/A  
Mahi International  
1850 Expo Lane  
Indianapolis, IN 46214  
alex@mahiint.com

Donald J. Smith, Registered Agent  
One Indiana Square, Suite 2800  
Indianapolis, IN 46204  
ksimpson@kdlegal.com

5. During an investigation including an inspection on September 21, 2022 conducted by a representative of IDEM, the following violations were found:
  - a. Pursuant to 326 IAC 2-5.1-3 and 326 IAC 2-4.1, prior to commencing construction of any emissions unit which has potential emissions of twenty-five (25) tons or more per year of the regulated pollutants as specified in 326 IAC 2-5.1-3(a)(1)(E)(i) through 326 IAC 2-5.1-3(a)(1)(E)(viii), or a major source of hazardous air pollutants (HAPs), a new source must obtain a construction permit.

Respondent constructed emissions units with potential emissions over twenty-five (25) tons per year and that are a major source of HAPs without first applying for and obtaining a construction permit, in violation of 326 IAC 2-5.1-3 and 326 IAC 2-4.1.
  - b. Pursuant to 326 IAC 2-7-2, any major source as defined in section 1(22) of this rule is required to have a Part 70 permit.

Respondent operated as a major source as defined in section 1(22) without first obtaining a permit, in violation of 326 IAC 2-7-2.
6. Respondent submitted a permit application on August 10, 2022, that was issued on December 19, 2022 as Part 70 Permit No. 097-45701-00905.
7. Orders of the Commissioner are subject to administrative review by the Office of Administrative Law Proceedings under IC 4-21.5; however, in recognition of the settlement reached, Respondent acknowledge notice of this right and waive any right to administrative and judicial review of this Agreed Order.

## **II. ORDER**

1. This Agreed Order shall be effective ("Effective Date") when it is approved by Complainant or Complainant's delegate, and has been received by Respondent. This Agreed Order shall have no force or effect until the Effective Date.
2. Respondent shall comply with the rules listed in the findings of fact above.
3. All submittals required by this Agreed Order, unless IDEM notifies the Respondent otherwise in writing, shall be sent to:

Lisa Ward, Enforcement Case Manager  
Office of Air Quality  
Indiana Department of Environmental Management  
100 North Senate Avenue, Room 13W  
Indianapolis, IN 46204-2251  
LBWard@idem.in.gov

4. Pursuant to IC 13-30-4-1, Respondent is assessed and agrees to pay a civil penalty of Nine Thousand Dollars (\$9,000.00). Said penalty amount shall be due and payable to the Environmental Management Special Fund within thirty (30) days of the Effective Date; the thirtieth day being the "Due Date."
5. Civil penalties are payable by check to the "Environmental Management Special Fund." Checks shall include the Case Number of this action and shall be mailed to:

Indiana Department of Environmental Management  
Accounts Receivable  
Indiana Government Center North  
100 North Senate Avenue, Room 13E  
Indianapolis, IN 46204

6. In the event that the monies due to IDEM pursuant to this Agreed Order are not paid on or before their Due Date, Respondent shall pay interest on the unpaid balance at the rate established by IC 24-4.6-1. The interest shall be computed as having accrued from the Due Date until the date that Respondent pay any unpaid balance. Such interest shall be payable to the Environmental Management Special Fund, and shall be payable to IDEM in the manner specified in Paragraph 5, above.
7. Signatories to this Agreed Order certify that they are fully authorized to execute this Agreed Order and legally bind the party they represent.
8. This Agreed Order shall apply to and be binding upon Respondent and all successors and assigns. Respondent shall provide a copy of this Agreed Order, if in force, to any subsequent owners, successors, or assigns before ownership rights are transferred.
9. No change in ownership, corporate, or partnership status of Respondent shall in any way alter the Respondent's status or responsibilities under this Agreed Order.
10. Respondent shall ensure that all contractors, firms, and other persons performing work under this Agreed Order comply with the terms of this Agreed Order.
11. In the event that any terms of this Agreed Order are found to be invalid, the remaining terms shall remain in full force and effect and shall be construed and enforced as if this Agreed Order did not contain the invalid terms.

12. This Agreed Order is not and shall not be interpreted to be a permit or a modification of an existing permit. This Agreed Order, and IDEM's review or approval of any submittal made by Respondent pursuant to this Agreed Order, shall not in any way relieve Respondent of the obligation to comply with the requirements of any applicable permits or any applicable Federal or State laws or regulations.
13. Complainant does not, by its approval of this Agreed Order, warrant or aver in any manner that Respondent's compliance with any aspect of this Agreed Order will result in compliance with the provisions of any permit, order, or any applicable Federal or State law or regulation. Additionally, IDEM or anyone acting on its behalf shall not be held liable for any costs or penalties Respondent may incur as a result of Respondent's efforts to comply with this Agreed Order.
14. Nothing in this Agreed Order shall prevent or limit IDEM's rights to obtain penalties or injunctive relief under any applicable Federal or State law or regulation, except that IDEM may not, and hereby waives its right to, seek additional civil penalties for the violations specified in the NOV.
15. Nothing in this Agreed Order shall prevent IDEM or anyone acting on its behalf from communicating with the U.S. Environmental Protection Agency ("U.S. EPA") or any other agency or entity about any matters relating to this enforcement action. IDEM or anyone acting on its behalf shall not be held liable for any costs or penalties Respondent may incur as a result of such communications with the U.S. EPA or any other agency or entity.
16. This Agreed Order shall remain in effect until Respondent has complied with all terms and conditions of this Agreed Order and IDEM has issued a Resolution of Case letter to Respondent.

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TECHNICAL RECOMMENDATION:  
Department of Environmental  
Management

By: 

For David P. McIver  
Section Chief  
Enforcement Section  
Office of Air Quality

Date: September 26, 2025

RESPONDENT:  
Advanced Aquatics LLC D/B/A Mahi  
International

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

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

Title: \_\_\_\_\_

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

COUNSEL FOR RESPONDENT:

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

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

APPROVED AND ADOPTED BY THE INDIANA DEPARTMENT OF  
ENVIRONMENTAL MANAGEMENT THIS \_\_\_\_\_ DAY OF  
\_\_\_\_\_, 20\_\_\_\_\_.

For the Commissioner:

\_\_\_\_\_  
Matthew Stuckey  
Assistant Commissioner  
Office of Air Quality  
Indiana Department of Environmental  
Management