

12/5/2023 LB

IN THE CIRCUIT COURT FOR PRINCE GEORGE’S COUNTY

STATE OF MARYLAND *
DEPARTMENT OF THE *
ENVIRONMENT *

Plaintiff, * CASE NO: C-16-CV-23-000158

v. *

WORLD RECYCLING COMPANY, *
ET AL. *

Defendants. *

* * * * *

CONSENT DECREE

Plaintiff, the Maryland Department of the Environment (hereinafter the “Department”), and Defendants, World Recycling Company (“World Recycling”), Small World Real Estate, LLC (“Small World”), Pride Rock, LLC (“Pride Rock”), and Jeffrey S. Miller (“Miller”), hereby represent and acknowledge that they agree to enter into this Consent Decree regarding certain alleged violations of an administrative consent order and Maryland State environmental laws relating to open dumping of solid waste; operating a solid waste transfer station without a permit; creating a nuisance and failing to control litter and rodents; failing to comply with refuse disposal permit requirements; and failing to comply with applicable National Pollutant Discharge Elimination System (“NPDES”) permit requirements, and hereby request that this Court enter this Consent Decree as follows:

I. FACTUAL BACKGROUND

1. The Department is charged with responsibility for enforcing the State’s solid waste management laws in accordance with Title 9, Subtitle 2, of the Environment Article of the

Annotated Code of Maryland and the Code of Maryland Regulations (COMAR) Sections 26.04.07 and 26.04.08, and for enforcing the State's water pollution control laws in accordance with Title 9, Subtitle 3, of the Environment Article and COMAR 26.08. The Department is authorized to bring this action for injunctive relief and penalties for violations of those laws and regulations pursuant to §§ 9-252, 9-268, and 9-334 through 9-344 of the Environment Article. Pursuant to Title 15, Chapter 500 of the Maryland Rules, this Court has the authority to issue orders and assess penalties in aid of enforcement of Maryland's environmental laws and regulations.

2. Defendants own and/or engage in business activities at 5600 Columbia Park Road, Cheverly, Maryland 20785 (the "Cheverly Property") and at 2740 Wilmarco Avenue, Baltimore, Maryland 21223 (the "Baltimore Property"). Defendant, World Recycling, previously operated a recycling facility at the Cheverly Property and currently operates a recycling facility at the Baltimore Property.

3. In its Complaint for Civil Penalties and Injunctive Relief (the "Complaint"), the Department alleges various violations of environmental laws and regulations at the Cheverly and Baltimore Properties. The allegations in the Complaint cover regulatory and enforcement activities at both these properties over the course of several years. Defendants generally deny the allegations set forth in the Complaint. The following is a brief summary of the allegations set forth in the Complaint, which is incorporated by reference as if fully set forth herein.

4. At various times relevant to this suit, Defendants were subject to permits issued by the Department. Between March 10, 2015, and November 10, 2022, World Recycling was subject to Maryland's NPDES General Permit for Discharges Associated with Industrial Activities 12-SW (the "NPDES General Permit") at the Cheverly Property. Starting on June 2, 2016, and continuing through the filing of this suit, World Recycling was subject to the NPDES

General Permit at the Baltimore Property. Since October 5, 2021, World Recycling has held a Refuse Disposal Permit for the Baltimore Property. The NPDES General Permit requires implementation of operational practices intended to prevent or minimize exposure of stormwater to pollutants associated with industrial activities, such as keeping industrial materials off the ground and under cover, and keeping storm drains clear of sediment, trash, and debris. The NPDES General Permit also requires regular monitoring of stormwater entering stormwater outfalls for pollutants. The Refuse Disposal Permit requires implementation of operational practices intended to minimize health and environmental hazards and nuisance conditions associated with solid waste, such as limitations on the types of waste accepted, means of storing solid waste, and proper disposal of solid waste.

5. On April 30, 2018, in an effort to resolve allegations of past violations of environmental laws at the Cheverly and Baltimore Properties, Plaintiff and Defendants entered into an administrative Settlement Agreement and Consent Order (the "Consent Order"). The Consent Order provided for Defendants to complete certain work to bring both properties into compliance with environmental laws. The Consent Order furthermore contained an administrative penalty of \$45,000 for these violations. A portion of the penalty, totaling \$33,750, was held in abeyance, to be paid upon demand by the Department. The Department alleges that the Defendants never completed all work they were directed to perform pursuant to the Consent Order and otherwise failed to comply with all of its terms. The Department has made a demand for payment of the \$33,750 penalty held in abeyance.

6. On January 26, 2019, there was a two-alarm fire at the facility on the Cheverly Property. As a result of the fire, the building was demolished and was not replaced. After the fire, the Department continued to inspect the Cheverly Property. Inspections and site visits were conducted by the Department on February 7 and 13, March 28, April 18, September 12, and

October 10, 2019; January 17, September 17, October 1 and 21, and November 5, 2020; January 13, February 5 and 16, March 22 and 29, April 23, May 24, June 22, August 4, and September 16, and November 11, 2021; and February 28, May 20 and 21, June 14, September 9, October 13, and December 29, 2022. The Department alleges that the Cheverly Property was repeatedly found to be non-compliant with NPDES General Permit requirements, solid waste laws and regulations, and the terms of the Consent Order. In particular, the Department alleges that the Cheverly Property was used as an unpermitted solid waste transfer station, as an open dump for solid waste, was a source of nuisance conditions including blown litter, and placed pollutants in a position likely to pollute waters of the State. The Department furthermore alleges that Defendants were engaged in industrial activities on the Cheverly Property and failed to employ stormwater pollution control measures or to sample or monitor storm-water outfalls as required under their NPDES General Permit.

7. After entry of the Consent Order, and before World Recycling obtained a Refuse Disposal Permit, the Department inspected the Baltimore Property 15 times, on June 7, and August 13, 2018; January 9 and 16, February 8 and 28, March 8, 17, 20, and 27, April 9, May 19, and July 19, 2019, March 31, and April 7, and November 16, 2020; and February 25, and August 16, 2021. The Department alleges that the Baltimore Property was found to be non-compliant with the Consent Order, solid waste laws, and the NPDES General Permit during these inspections. The Department alleges that World Recycling was accepting more than a de minimus amount of solid waste, improperly accumulating and storing solid waste, creating nuisance conditions such as blown litter, odors, mosquitos, and rat infestations, and placing industrial materials or solid waste in a position to contaminate waters of the State.

8. After a Refuse Disposal Permit was issued to World Recycling Company on October 5, 2021, the Department inspected the Baltimore Property on January 21, February 9,

April 27, May 23, July 21, August 18, October 7, 19, and 21, November 9, and December 7, 2022, and January 10, 2023. The Department alleges that, during these inspections, it again encountered nuisance conditions, improperly accepted types of solid waste, and improperly stored solid waste in violation of NPDES General Permit requirements and solid waste laws. The Department furthermore alleges that World Recycling violated its Refuse Disposal Permit by failing to clear the tipping floor at the end of each day, failing to remove all accumulated solid waste weekly, and storing solid waste or industrial materials outside, on the ground and not under cover. The Department alleges that, over the course of 2022, Defendants accumulated, or allowed the accumulation of, massive amounts of solid waste at the Baltimore Property that was stored outdoors, on the ground, uncovered, and in a manner that placed pollutants at risk of contaminating waters of the State. The Department alleges that this accumulation of waste created conditions hazardous to health and the environment, including fly, mosquito, and rat infestations, odors, and blown litter.

9. On January 11, 2023, the Department filed this lawsuit in the Circuit Court for Prince George's County seeking relief under Title 9 of the Environment Article. In its complaint, the Department sought injunctive relief to bring both properties into compliance with environmental laws and regulations, permits issued by the Department, and the Consent Order, as well as entry of a judgment for the penalty held in abeyance, stipulated penalties under the Consent Order, and an award of civil penalties for violations that have occurred in the three years prior to filing suit. Both parties have expended resources, including attorney resources, in connection with the suit.

10. Since this suit was initiated, Defendants have taken steps to address the conditions cited by the Department. At the Cheverly Property, accumulated solid waste was removed, storage containers of solid waste were removed, fences were repaired and the property secured,

and illegal dumping and solid waste transfer activities stopped. Accumulated waste and sediment were removed from storm drains and new pollution controls were put in place. Areas of open sediment were covered with hay; an initial attempt at seeding was unsuccessful. The remains of industrial equipment on site (a part of a former bailer) were removed. Remedial activities at the Baltimore Property are on-going. To date, Defendants have provided the Department with documentation of removal and disposal of 1,543 tons of solid waste.

11. Plaintiff and Defendants (collectively, the “Parties”), hoping to avoid protracted litigation of the alleged violations and the corrective action required, have negotiated in good faith and reached an agreement to resolve this matter through entry of a consent decree and have agreed upon the terms of this Consent Decree.

12. It is the mutual objective of the Parties, by entering into this Consent Decree, to provide for and achieve compliance with the environmental laws addressed by this Consent Decree in an expeditious manner to protect public health and the environment.

13. The Department believes that this Consent Decree is in the best interests of and will benefit the residents of the State of Maryland.

14. It is expressly understood that this Consent Decree pertains to the specific alleged violations described herein and that the Parties have made no promises or representations other than those contained in this Consent Decree and that no other promises or representations will be made unless in writing, and the Department makes no representations with regard to any criminal liability for the above-referenced allegations and has no authority over any criminal actions.

15. Entry of this Consent Decree represents a settlement of contested claims.

II. STIPULATIONS

16. By entering this Consent Decree as a Court Order, the Parties stipulate, and the Court finds, that this Consent Decree has been negotiated by the Parties in good faith, will avoid

litigation between the Parties, is fair and reasonable, and is in the public interest.

17. For purposes of this Consent Decree, Plaintiff and Defendants stipulate and agree that the Court has jurisdiction over the Parties and over the subject matter of this action pursuant to Title 9 of the Environment Article, Annotated Code of Maryland and that venue is proper under § 6-201 of the Courts and Judicial Proceedings Article, Annotated Code of Maryland as Defendants are located in or carry out their business in Prince George's County, Maryland. The Parties further stipulate and agree that the Department has proper jurisdiction, authority and standing in the state of Maryland to enforce the matters alleged in the Complaint and to obtain the relief set forth in this Consent Decree.

18. For purposes of this Consent Decree, or any action to enforce this Consent Decree, the Parties consent to this Court's jurisdiction over this Consent Decree and consent to venue in Prince George's County or, in the alternative, in Baltimore City.

19. The Department shall execute this Consent Decree following execution by all Defendants. This Consent Decree shall become effective as a contract upon execution by all Parties ("the Effective Date"). This Consent Decree shall become effective as a Court Order upon entry by the Circuit Court of Prince George's County.

20. Upon entry of the Consent Decree as a Court Order, the Consent Order dated April 30, 2018 shall be immediately terminated and of no effect.

III. WORK TO BE PERFORMED

A. Review and Approval Process

21. All work plans, reports, or other documents required to be submitted to the Department under Section III (Work to be Performed), the "Submittals," shall be submitted via email or, upon request, by hand delivery, first class mail, or private courier.

22. All notice to Defendants by the Department shall be submitted via email or, upon request, by hand delivery, first class mail, or private courier.

23. The Department shall promptly review each Submittal and may approve, disapprove, or require revisions to the Submittal based upon the Department's sole discretion.

24. If the Department approves a Submittal, it shall promptly notify Defendants in writing.

25. The Department shall notify Defendants in writing within thirty (30) days of submission if it determines that a Submittal is substantially deficient or flawed and shall set forth the basis for that determination in such notification.

26. If the Department requires revisions to a Submittal, Defendants shall provide a revised Submittal within thirty (30) days of the Department's notice.

27. All plans, studies, schedules, deadlines, and reports set forth in Submittals approved by the Department shall be incorporated by reference into this Consent Decree and enforceable as if fully set forth herein.

28. Nothing in this Consent Decree relieves Defendants of any obligation to obtain any local, State, or federal approvals or permits that may be required to accomplish the work in Section III (Work to be Performed).

B. Cheverly Property

29. Defendants shall maintain a secure perimeter around the Cheverly Property and prevent access to the property by unauthorized vehicles.

30. Defendants shall remove all scattered litter, debris, and paper fines and maintain the Cheverly Property free and clear of any solid waste.

31. Defendants shall not permit any placement or storage of solid waste on the Cheverly Property nor permit any open dumping of waste material including solid waste, liquid waste, scrap tires, wood waste, or demolition or construction debris.

32. Defendants shall not permit any use of the Cheverly Property as a storage or transfer point for material, including recycling material, without first obtaining all permits required by Maryland laws and regulations.

33. Within thirty (30) days of the Effective Date, Defendants shall remove the fire damaged baler from the Cheverly Property and properly dispose of it. Removal shall be done in a manner to prevent hydraulic fluid or other fluids from coming into contact with soil or stormwater, and any spilled hydraulic fluid or other liquid shall be cleaned up immediately.

34. Within thirty (30) days of the Effective Date, Defendants shall provide verifiable documentation showing the proper characterization and disposal of all materials removed from the Cheverly Property, including, but not limited to, scattered litter, balers, oil contaminated liquid and debris, scrap tires, and sandblasting debris. Documentation required by this paragraph shall show what the disposed materials are and where materials were taken for each load removed from the property.

35. Within thirty (30) days of the Effective Date, Defendants shall properly install and maintain sediment controls around all stormwater outfalls and open drains at the Cheverly Property until grass is established and all sediment on the site is fully stabilized.

C. Baltimore Property

36. Within sixty (60) days of the Effective Date, Defendants shall remove all solid waste from the exterior of the building located on the Baltimore Property. Any waste removed from the property shall be transferred to a solid waste facility permitted to accept it.

37. Within thirty (30) days of completing the work required in ¶ 36 herein, Defendants shall provide to the Department receipts for the disposal of all solid waste removed from the Baltimore Property since October 1, 2022.

38. Within sixty (60) days of the Effective Date, Defendants shall submit for Department approval a site delineation work plan by an environmental consultant for inspecting the Baltimore Property for contamination of the soil caused by storage of solid waste. Upon approval by the Department, the site delineation work plan shall be executed within fifteen (15) days of completing the work required in ¶ 36 or within thirty (30) days of the Department approving the plan, whichever is later. Results of the work plan shall be reported to the Department by the environmental consultant overseeing execution of the work plan.

39. If, upon execution of the site delineation plan contained in ¶ 38, contamination is identified, Defendants shall submit a work plan for remediation of the soil to the Department for approval. Defendants shall commence work under the remediation work plan within thirty (30) days of Department approval, and all work must be completed within six (6) months of commencement unless extended by the Department.

40. Within six (6) months of the Effective Date, Defendants shall repair the building on the Baltimore Property so that there are no holes in the physical envelope that can provide an entry point for nuisance vectors (flies, mosquitoes, mice, rats) or an exit for litter.

41. Within six (6) months of the Effective Date, Defendants shall obtain certification from a structural engineer that the building on the Baltimore Property is adequate for its current use as a recycling facility.

42. Within sixty (60) days of the Effective Date, Defendants shall submit for Department Approval a revised Operations Manual for the Baltimore Property that includes detailed and specific operational procedures to address the following:

- a. Litter prevention and control of windborne litter;
- b. Prevention and control of rodent and insect infestations;
- c. Standards and/or definitions of materials recycled by World Recycling;
- d. Screening of incoming loads for unacceptable materials;
- e. Procedures for rejecting incoming loads that don't meet material standards;
- f. Handling and storage of solid waste to prevent accumulation;
- g. Location and management of short-term storage of solid waste so that no waste is stored on the ground;
- h. Disposal of solid waste at facilities permitted to accept it;
- i. Location and management of storage of recycling material to ensure that all material is stored under cover, not on the ground, and does not come into contact with stormwater;
- j. Prevention and control of any waste-stormwater contact or leachate formation and proper disposal of contaminated stormwater;
- k. Plans to ensure compliance with all requirements of COMAR 26.04.07.23;
- l. Plans to ensure compliance with all requirements of the Industrial Stormwater General Permit, including documentation of benchmark exceedances, if any, and how they are to be addressed.

The revised Operations Manual shall be implemented by Defendants within thirty (30) days of Department approval.

D. Modification of Work to be Performed

43. Any request to modify an approved Submittal under Section III (Work to be Performed) shall be made to the Department in accordance with ¶ 21 hereinabove at least ten (10) days prior to expiration of the required deadline. Any request for modification is subject to the Department's approval in its sole discretion.

44. Any request to modify work shall not excuse, toll, or suspend any compliance obligation or deadline required pursuant to this Consent Decree and/or as set forth in any approved Submittals during the pendency of the Department's consideration of the request.

E. Completion of Work to be Performed

45. Within ninety (90) days of completion of all activities identified in the Work to be Performed section, Defendants shall submit a Work Completion Report to the Department documenting the work performed and its results and certifying that all work required by the Consent Decree has been completed.

46. The Work Completion Report is subject to review and approval pursuant to Section III.A (Review and Approval Process). Upon completion of its review, if the Department determines that all work has been satisfactorily completed, it shall provide a written Completion of Work Acknowledgement to Defendants.

IV. RIGHT OF ACCESS

47. So long as the properties are under the ownership or control of Defendants, the Department, and any authorized representatives of the Department, are authorized to enter the Baltimore and Cheverly Properties, and any structures thereon, at all reasonable times for the purposes of interviewing Defendants' personnel and contractors performing work under this Consent Decree, inspecting non-privileged records related to the work performed hereunder, reviewing the progress of Defendants in carrying out the terms of the Consent Decree, conducting tests, sampling, or monitoring, using a camera, sound recording, unmanned aircraft system, or other documentary-type equipment, and verifying reports and data submitted to the Department. Defendants shall permit such representatives of the Department to inspect and copy non-privileged records, files, photographs, documents, and other writings, including sampling and monitoring data, that pertain to the work undertaken pursuant to this Consent Decree. Nothing herein shall be interpreted as limiting the inspection authority of the Department under Maryland law or any applicable permits. The Department agrees that it and its representatives will comply with all applicable laws, regulations, ordinances, or procedures related to access to

the properties, including, but not limited to, all security laws, regulations, or procedures, and any site-related health and safety protocols and procedures established by Defendants.

V. STIPULATED PENALTIES

48. Beginning on the Effective Date and continuing until the Department provides Defendants a written Completion of Work Acknowledgement, upon thirty (30) days of written demand by the Department, Defendants shall pay stipulated penalties in accordance with the following criteria: If Defendants fails to meet any deadline or schedule under this Consent Decree, including those set forth in plans incorporated herein, Defendants shall pay \$100 per day of non-compliance for the first one (1) to seven (7) days of noncompliance, \$250 per day of non-compliance between eight (8) and one hundred twenty (120) days, and \$500 per day of non-compliance thereafter until the requirement is met. If Defendants contest whether a non-compliance has occurred, the dispute shall be resolved in accordance with Section XVI (Dispute Resolution).

49. Failure to meet more than one (1) date shall subject Defendant to cumulative penalties for each day that each separate requirement is not met by its due date.

50. All stipulated penalties begin to accrue on the date that complete performance was due, or a violation occurs, and shall continue to accrue through the final day of noncompliance. Nothing herein shall prevent the simultaneous accrual of separate stipulated penalties for separate violations of this Consent Decree.

51. Stipulated penalties shall continue to accrue during Dispute Resolution pursuant to Section XVI (Dispute Resolution) but need not be paid until thirty (30) days after final resolution of the dispute, including resolution of any judicial appeal.

52. Except as otherwise expressly set forth in this Consent Decree, none of the stipulated penalties in this Consent Decree shall be construed as an election of remedy or other

limitation on the Department's discretion to seek in lieu of stipulated penalties any other remedy or sanction available to it for violations of this Consent Decree or any other violation of State law or regulation not expressly made the subject of this Consent Decree. The Department's failure to demand any stipulated penalty under this Consent Decree does not constitute a waiver of the Department's right to make such a demand.

53. Except as otherwise expressly set forth in this Consent Decree, payment of any stipulated penalty shall not relieve Defendant from obligations imposed by this Consent Decree, any permit that may be issued, or any other statute or regulation, nor shall such payment limit the right of the Department to seek enforcement, including all judicially available remedies, of the terms of this Consent Decree or any other statute, regulation, or permit.

54. The Department may, in its discretion, reduce or waive any stipulated penalty if it determines that noncompliance is due to an event of *force majeure* as set forth in this Consent Decree, or for any other reason deemed appropriate by the Department.

VI. CIVIL PENALTIES

55. Defendants acknowledge and agree that a debt in the amount of thirty-three thousand, seven hundred and fifty dollars (\$33,750) is due and owing to the Department pursuant to a civil penalty that was held in abeyance and for which demand was made pursuant to the Consent Order. Upon receipt of payment, the Department waives any right to accumulated interest, fines, or fees associated with this debt.

56. As settlement and compromise of this matter, the Department hereby assesses a Civil Penalty against Defendants in the amount of one-hundred sixty-six thousand, two-hundred and fifty dollars (\$166,250).

VII. PAYMENT TERMS

57. Payment of all sums due pursuant to Section VI (Civil Penalties) is due within

sixty (60) calendar days of the Effective Date of this Consent Decree.

58. An invoice for payment of any penalties due will be mailed to the Defendants. The lack of receipt of an invoice has no effect on Defendant's obligation to make timely payments under the Consent Decree.

59. Payment of penalties shall be divided equally between the Land and Materials Administration and the Water and Science Administration as follows:

- a. One-half of the penalty shall be paid by check payable to the "Maryland Clean Water Fund" and mailed to the following address: The Maryland Department of the Environment, P.O. Box 1417, Baltimore, MD 21203-1417. The following must be noted on the check and/or enclosed correspondence: MDE v. World Recycling Company, MDE Case No. CO-24-SW-034, PCA No. 13767, Object No. 7338, and Suffix No. 626.
- b. One-half of the penalty shall be paid by check payable to the "Maryland Clean Water Fund" and mailed to the following address: The Maryland Department of the Environment, P.O. Box 2057, Baltimore, MD 21203-2057. The following must be noted on the check and/or enclosed correspondence: MDE v. World Recycling Company, MDE Case No. CJ-24-2935, PCA: 13710, OBJ: 7545, SFX: 408, GL: 0544.

60. Failure to pay any penalty as required by this Consent Decree may result in this case being referred to the State of Maryland's Central Collection Unit ("Central Collection Unit") as a debt owed to the State. The Central Collection Unit is authorized to collect outstanding debts resulting from unpaid penalties. The Central Collection Unit will add a collection fee of 17%, plus interest, to the amount owed by Defendants. In addition, § 3-304(c) of the State Finance and Procurement Article authorizes the Central Collection Unit to report the debt to consumer reporting agencies.

61. All Defendants are jointly and severally liable for payment of all penalties required under this Consent Decree.

62. The Parties are each responsible for their own litigation costs associated with this matter including, but not limited to, attorneys' fees, expert fees, and all costs and expenses associated with prosecuting or defending the respective claims or defenses alleged in this action.

63. The Parties to this Consent Decree recognize and acknowledge that the Maryland Department of Environment is required to report certain fines, penalties, and other amounts to the United States Internal Revenue Service pursuant to 26 U.S.C. § 6050X. The Parties agree to cooperate with the Maryland Department of Environment in meeting its reporting obligations, to promptly provide information requested by the Maryland Department of Environment, and to complete the Information Form attached hereto as Attachment A. The Parties acknowledge that this Consent Decree is not fully executed until a completed Attachment A is completed.

64. Penalty payments under this Consent Decree pursuant to Section V (Stipulated Penalties) or Section VI (Civil Penalties) are penalties within the meaning of Section 162(f)(1) of the Internal Revenue Code, 26 U.S.C. § 162(f)(1), and 26 C.F.R. § 1.162-21(a)(3)(i), and Defendant shall not deduct any penalties paid under this Consent Decree pursuant to Section V (Stipulated Penalties) or Section VI (Civil Penalties) in calculating its federal income tax except as may be permitted by applicable regulations.

65. For purposes of the identification requirement in Section 162(f)(2)(A)(ii) of the Internal Revenue Code, 26 U.S.C. § 162(f)(2)(A)(ii), and 26 C.F.R. § 162- 21(b)(2)(iii)(A), performance of Section III (Work to be Performed) is restitution, remediation, or required to come into compliance with the law.

VIII. PERSONS BOUND BY ORDER

66. This Consent Decree applies to, is binding upon, and inures to the benefit of the Department (and its successors, assigns, and designees) and the Defendants (and their successors, assigns, and designees). This Consent Decree shall be applicable and binding upon any subsequent purchaser(s) of the Baltimore Property or the Cheverly Property for so long as any remediation requirement contained in this Consent Decree has not been completed. Upon written consent of the Department, which shall not be unreasonably withheld, and the completion of all remedial actions required under the Consent Decree for a particular site, which shall be

documented by a letter from the Department indicating that no further action is required at the particular site, Defendant(s) may transfer the respective property to a non-Defendant owner without binding that owner or the property to the obligations of this Consent Decree. Otherwise, Defendants shall condition all contracts or agreements in connection with the transfer of the Baltimore Property or the Cheverly Property on compliance with the terms of this Consent Decree.

67. Any change in the ownership of the Baltimore Property, the Cheverly Property, or the corporate status of any Defendant, including, but not limited to, any transfer of a Defendant's assets or real or personal property, shall not alter Defendants' responsibilities under this Consent Decree.

68. Defendants are obligated to ensure necessary instruction to all employees or contractors regarding the employees' scope of work involving compliance with this Consent Decree and applicable laws, regulations, and permits.

69. Defendants shall provide written notice to the Department at least twenty (20) days in advance of any transfer or change in ownership of the Baltimore Property or the Cheverly Property. If Defendant intends to transfer a property subject to the terms of the Consent Decree, Defendant shall provide a written agreement, indicating the specific date of the proposed transfer, which acknowledges the responsibilities of the current owner and new owner for compliance with the terms and conditions of this Consent Decree.

70. Defendants shall provide written notice to the Department at least fifteen (15) days in advance of the filing of any petition or the commencement of any proceeding arising under the Bankruptcy Code, 11 U.S.C. §§ 1101 through 1195.

IX. RELEASE

71. Upon entry by the Court of this Consent Decree, the Department agrees to refrain from pursuing or continuing any civil enforcement action against Defendants for violations

alleged in the Complaint. Upon the full completion of all the obligations set forth in this Consent Decree, the Department agrees to release the Defendant of any civil liability for the violations alleged in the Complaint.

72. The Department reserves, and this Consent Decree is without prejudice to, all rights against Defendants with respect to the following matters: (a) civil and administrative enforcement actions for violations of environmental laws, regulations, or permits that occur after the Effective Date of this Consent Decree; (b) criminal enforcement actions; (c) violations of any other State or federal law or regulation that do not arise out of the facts or circumstances recited in this Consent Decree; or (e) any violation of the terms of this Consent Decree.

73. It is expressly understood that this Consent Decree pertains to the civil violations described herein, and that the Department has made no promises or representations other than those contained in this Consent Decree. The Department has made no promises or representations with regard to any criminal liability for the above-referenced violations and has no authority over any criminal actions.

74. Notwithstanding any other provision of this Consent Decree, no action or decision by the Department or any authorized representative of the Department pursuant to this Consent Decree shall constitute final agency action giving rise to any right of judicial review prior to the Department's initiation of a judicial action to enforce this Consent Decree, including an action for penalties or an action to compel Defendant's compliance with the terms and conditions of this Consent Decree.

75. Nothing in this Consent Decree shall limit the authority of the Department to issue any orders or to take any action it deems necessary to protect public health, safety, or the environment.

76. All factual information provided by the Defendants to the Department that forms the basis of this Consent Decree is to the best of their knowledge. To the extent that any of the

factual information that is material to this Consent Decree provided by the Defendants is not true and accurate, the Department reserves the right to declare this Consent Decree null and void and to seek any available legal, equitable, administrative and/or judicial remedies.

X. THIRD PARTIES

77. Defendant and Plaintiffs intend that nothing in this Consent Decree shall be construed as a release or covenant not to sue any third party not a signatory to this Consent Decree. Nothing contained in this Consent Decree shall affect any right, claim, cause of action or defense of any party hereto with respect to third parties, except that the Parties specifically reserve any and all rights, defenses, claims, demands, and causes of action, which the Parties may have against any third parties relating in any way to the subject matter of this Consent Decree.

78. This Consent Decree does not and is not intended to create, or limit, any rights, claims, or benefits for any third party. No third party shall have any legally enforceable rights, claims, or benefits under this Consent Decree. No act of performance by the Parties, nor forbearance to enforce any term of this Consent Decree by the Department or Citizens, shall be construed as creating any rights, claims, or benefits for any third party.

79. Neither the terms nor the conditions of this Consent Decree, nor any act of performance by the Parties, shall collaterally estop the Department in any other proceeding with any third party not a signatory to this Consent Decree.

XI. GENERAL PROVISIONS

80. Any notice or request to the Department required or pursuant to the terms of this Consent Decree shall be sent to all of the following:

- a. Brian Coblentz, Brian.Coblentz@Maryland.gov, LMA Compliance Program, Maryland Department of the Environment, 1800 Washington Boulevard, Baltimore, Maryland 21230;

- b. Patrick Noyes, Patrick.Noyes@Maryland.gov, WSA Compliance Program, Maryland Department of the Environment, 1800 Washington Boulevard, Baltimore, Maryland 21230;
- c. Siobhan R. Keenan, Siobhan.Keenan@maryland.gov, Office of the Attorney General, 1800 Washington Boulevard, Suite 6048, Baltimore, Maryland 21230.

81. Any notice or request to the Defendants required or pursuant to the terms of this Consent Decree shall be sent to all of the following individuals:

- a. Jeffrey S. Miller, paper4jeff@hotmail.com, 2740 Wilmarco Avenue, Baltimore, Maryland 21223;
- b. Thomas K. Prevas, Thomas.Prevas@saul.com, Saul Ewing, LLP, 1001 Fleet Street, 9th Floor, Baltimore, Maryland 21202.

82. Each undersigned representative of the Parties to this Consent Decree certifies that he or she is fully authorized by the party to enter into and execute the terms and conditions of this Consent Decree and to legally bind such party to this Consent Decree.

83. Defendants agree to undertake and complete all actions required by the terms and conditions of this Consent Decree. In any action by the Department to enforce the terms of this Consent Decree, Defendants consent to and agree not to contest the authority or jurisdiction of the Department to issue or enforce this Consent Decree and agree not to contest the validity of this Consent Decree or its terms or conditions. Defendants agree this Consent Decree is a contract and, upon entry by the Court, a final order enforceable in a judicial forum.

84. This Consent Decree is not intended to be, nor shall it be construed to be a permit. Defendants acknowledge and agree that the Department's approval of the work and/or work plan does not constitute a warranty or representation that the work and/or work plan will achieve the required cleanup or performance standards. Compliance by Defendants with the terms of this Consent Decree shall not relieve Defendants of their obligation to comply with any other applicable local, State, or federal, laws, regulations, or permits.

85. In the event that Defendants fail to comply with any provision of this Consent

Decree, including but not limited to failure to complete the work or pay the civil penalty or any stipulated penalties demanded hereunder, the Department shall have the right to seek any and all legal and equitable remedies available to it for any such failure, and all other provisions of this Consent Decree shall remain in full force and effect.

86. This Consent Decree is the entire agreement between the Department and the Defendants in this case. This Consent Decree constitutes the complete, final, and entire understanding of the Parties hereto, and they shall not be bound by any terms, conditions, covenants, or representations not expressly herein contained.

87. The Parties represent that prior to signing this Consent Decree, each has read it, understood its terms and conditions, and consulted with counsel, and that each party has voluntarily signed it.

88. This Consent Decree may be executed in any number of counterpart originals, each of which shall be deemed to constitute an original agreement, and all of which shall constitute one agreement. The execution of one counterpart by any party shall have the same force and effect as if that party had signed all other counterparts.

89. This Consent Decree shall be construed without regard to any presumption or other rule requiring construction against the party causing the Consent Decree to be drafted.

90. This Consent Decree is governed by, and interpreted according to, the laws of the State of Maryland without regard to conflict of laws principles.

XII. SUBSEQUENT MODIFICATION

91. The terms of this Consent Decree are contractual and not mere recitals. This Consent Decree contains the entire agreement of the Parties and shall not be modified by any prior oral or written agreement, representation, or understanding. Prior to approval by the Court, this Consent Decree may only be modified by the mutual written agreement of all the Parties.

92. Upon approval by the Court, this Consent Decree is not only contractual but

constitutes a court order and any modification to this Consent Decree after approval by the Court must be approved by the Court by written order.

XIII. SEVERABILITY

93. If any provision or authority of this Consent Decree or the application of this Consent Decree to any party or circumstance is held by any judicial or administrative authority to be invalid, the application of such provision or authority to other parties or circumstances and the remainder of this Consent Decree shall not be affected thereby and shall remain in full force.

XIV. TERMINATION

94. Except for the Release contained in Section IX (Release), this Consent Decree shall terminate and be of no further force and effect upon the occurrence of all of the following events: (a) the Defendants' payment in full of all sums due pursuant to Section VI (Civil Penalties); (b) the Defendants' payment of all stipulated penalties that may be demanded by the Department under this Consent Decree; (c) the Department's determination that Defendants have completed all work required in Section III (Work to be Completed) and issuance of a written Completion of Work Acknowledgement to Defendants pursuant to Section III.E. Notwithstanding the foregoing, the Parties may terminate this Consent Decree at any time by mutual written agreement with the approval of the Court.

XV. FORCE MAJEURE AND EXCUSABLE DELAY

95. Defendants shall perform the requirements of this Consent Decree in the manner and within the time limits set forth herein, unless the performance is delayed by events or circumstances arising from causes not reasonably foreseeable or beyond the reasonable control of Defendants, which cannot be avoided or overcome by due diligence, and which delays or prevents performance in the manner or by a date required by this Consent Decree.

96. Circumstances beyond the reasonable control of Defendants include earthquake, flood, hurricane, severe weather, war, riot, injunction, fire, pandemic, or compliance with any

law, rule, or decree of any governmental body either existing now or hereafter created that conflicts with the requirements or obligations of this Consent Decree. Such circumstances do not include increased costs of performance, changed economic circumstances, normal inclement weather, or failure to obtain federal, State, or local permits unless Defendants have made timely and complete application for such permits.

97. The mere existence of a pandemic in the State, including a novel coronavirus, COVID-19, or a subsequently discovered infectious agent, does not excuse performance. Defendants must take all reasonable steps to mitigate any delay that may occur as a result of the pandemic. Delays attributable to a pandemic may only constitute a *force majeure* where Defendants could not reasonably have taken the known circumstances associated with the pandemic into account when developing plans and implementation schedules.

98. Within ten (10) business days after becoming aware that an event Defendants believe constitutes an unforeseeable event or circumstance beyond their reasonable control may prevent or delay performance of an obligation under this Consent Decree, Defendants shall notify the Department in writing of such event. Defendants' notification shall describe in detail the precise cause or causes of the delay, the anticipated length of the delay, the measures taken and to be taken by Defendants to prevent or minimize the delay, and a timetable by which those measures will be implemented. Defendants shall adopt all reasonable measures to avoid or minimize any such delay. Defendants shall include in the notification a request to extend the deadline associated with any obligation under this Consent Decree whose performance may be prevented or delayed by unforeseeable events or circumstances beyond Defendants' reasonable control.

99. Failure by Defendants to comply with the notice requirements set forth in the preceding Paragraph constitutes a waiver of Defendants' right to request an extension of the applicable deadline associated with an obligation to be performed under this Consent Decree.

100. If the Department determines that the event or anticipated event which has caused or will cause the delay constitutes an unforeseeable event or circumstance beyond the control of Defendant, the time for performance hereunder shall be extended for an appropriate period of time as determined by the Department, but not less than a period of time substantially equal to the length of the necessary delay, and any stipulated penalty shall not accrue. The Department shall inform Defendants in writing of its approval or denial.

101. In the event the Department and Defendants cannot agree that a delay or failure has been or will be caused by a *force majeure* or excusable delay event or if there is no agreement on the length of the extension, the dispute shall be resolved in accordance with Section XVI (Dispute Resolution).

XVI. DISPUTE RESOLUTION

102. The dispute resolution procedures of this Section shall be the exclusive mechanism for Defendants to raise and resolve disputes arising under or with respect to this Consent Decree. Nothing herein shall be construed to prohibit the Department from exercising any other remedy available at law or in equity to enforce the terms of this Consent Decree.

103. Any dispute which arises under or with respect to this Consent Decree shall in the first instance be the subject of informal negotiations between the Department and Defendants in an attempt to resolve the dispute in a good faith and expeditious manner. A dispute shall be considered to have arisen when one party sends all other parties a written Notice of Dispute by electronic mail.

104. The Parties shall have thirty (30) days following receipt of a Notice of Dispute to reach agreement. The Parties shall have the right to jointly meet during this thirty (30) day period. If the Parties cannot reach agreement on the disputed issue, the Department shall serve on the disputing party a written statement setting forth its proposed resolution of the dispute within fifteen (15) days after expiration of the initial thirty (30) day period. The dispute shall be

resolved in accordance with the Department's proposed resolution unless, within sixty (60) days after receipt of such proposed resolution, the disputing party files a petition for resolution of the dispute with the Court. Any such petition shall describe the nature of the dispute and the disputing party's proposal for resolution of the dispute. The Department and the non-disputing party shall have thirty (30) days after service of such petition to file a response to the petition.

105. The Court shall have exclusive and continuing jurisdiction to issue any decree or resolve any dispute arising between or among the Parties with respect to matters within the scope of this Consent Decree. With respect to the resolution of any dispute pursuant to a petition to the Court, the Court shall resolve the dispute in accordance with applicable law, deciding for itself the extent to which it should defer to any administrative determination by the Department with respect to any matters of fact or law, but in no event shall the Court be precluded from holding evidentiary hearings, considering testimony, or otherwise making determinations of fact if it deems such to be appropriate.

106. The existence of any dispute initiated under the process provided by this section shall not excuse, toll, or suspend any compliance obligation or deadline required, or stipulated penalty accruing, pursuant to this Consent Decree during the pendency of the dispute resolution process.


**NOW THEREFORE, IT IS THIS ____ DAY OF _____, 2023, HEREBY ORDERED,
ADJUDGED, AND DECREED**

Judge, Circuit Court for Prince George's County

Signature Page for Consent Decree in *Maryland Department of the Environment vs. World Recycling Company, et al.*, Prince George's County Circuit Court Case No: C-16-CV-23-000158

FOR THE MARYLAND DEPARTMENT OF THE ENVIRONMENT

11/30/23
DATE



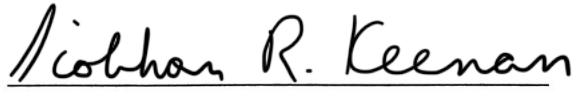
Tyler Abbott
Director, Land and Materials Administration

12/04/2023
DATE



Lee Currey
Director, Water and Science Administration

Approved as to form and legal sufficiency this 4th day of Dec., 2023.




Siobhan R. Keenan
Assistant Attorney General

Signature Page for Consent Decree in *Maryland Department of the Environment vs. World Recycling Company, et al.*, Prince George's County Circuit Court Case No: C-16-CV-23-000158

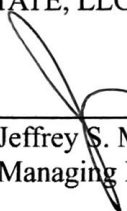
DEFENDANT WORLD RECYCLING COMPANY

11/30/23
DATE

By:  President
Jeffrey S. Miller
President

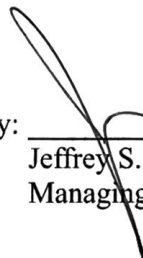
DEFENDANT SMALL WORLD REAL ESTATE, LLC

11/30/23
DATE

By:  member
Jeffrey S. Miller
Managing Member

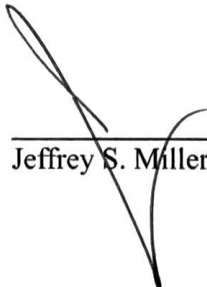
FOR PRIDE ROCK, LLC

11/30/23
DATE

By:  member
Jeffrey S. Miller
Managing Member

DEFENDANT JEFFREY S. MILLER

11/30/23
DATE


Jeffrey S. Miller, Individually

**Attachment A
Information Form¹**

Settling Party's Information:

Full Legal Name: World Recycling Company

Tax ID Number: 52-1755037

Address: 2740 Wilmarco Ave

City: Baltimore State: MD

Zip Code: 21223 Phone: 301-943-4479

Court & Case Information:

Court/Jurisdiction: Prince George's County Circuit Court

Case Name/Caption: Maryland Depart. of the Environment vs. World Recycling Company, et al.

Case Number: Case No. C-16-CV-23-000158

Settlement Terms:²

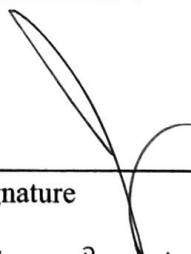
Amount to be paid as a penalty: \$200,000

Cost of remediation or restitution: 400,000

Cost for compliance: 50,000

Total: 650,000

11/30/23
Date


Signature

Title: President

¹ To be completed by any party that will be claiming remediation costs on income tax returns.

² If these amounts are not specified in the settlement agreement, provide your best estimate based upon the information available to you at this time. You will report your actual expenditures on your tax returns.