

In Re:
WORLD RECYCLING COMPANY; SMALL
WORLD REAL ESTATE, LLC; PRIDE
ROCK, LLC; and JEFFREY S. MILLER

LAND AND MATERIALS AND WATER
AND SCIENCES ADMINISTRATIONS OF
THE MARYLAND DEPARTMENT OF
THE ENVIRONMENT

MDE No.: SA - 18 - 2531

SETTLEMENT AGREEMENT AND CONSENT ORDER

This Settlement Agreement and Consent Order ("Agreement") is made by and between the Maryland Department of the Environment ("Department"), World Recycling Company; Small World Real Estate, LLC; Pride Rock, LLC; and Jeffrey S. Miller (collectively "Respondents") with regard to certain alleged violations of Title 9, Subtitles 2 and 3, of the Environment Article, Annotated Code of Maryland ("Environment Article") made against the Respondents by the Department.

WHEREAS, the Department is charged with the responsibility for enforcing State laws and adopting and enforcing State regulations regarding the disposal and processing of solid waste and water pollution control. The Department's authority to enforce the State's laws and regulations regarding disposal and processing of solid waste is set forth in §§ 9-201 through 9-270 and 9-334 through 9-344 of the Environment Article and in the Code of Maryland Regulations ("COMAR") 26.04.07 and 26.04.08. The Department's authority over the regulation of pollutant discharges into waters of the State is set forth in §§ 9-301 through 9-344 of the Environment Article and in COMAR 26.08.

WHEREAS, Small World Real Estate, LLC is the owner of a property located at 5600 Columbia Park Road in Cheverly, Maryland ("Cheverly Property"). The Cheverly Property is used by World Recycling Company to operate a paper recycling business.

WHEREAS, Pride Rock, LLC is the owner of a property located at 2740 Wilmarco Avenue in Baltimore, Maryland ("Baltimore Property"). The Baltimore Property is used by World Recycling Company to operate a paper recycling business. The Cheverly Property and the Baltimore Property are collectively referred to herein as the "Properties."

WHEREAS, Mr. Miller is a member and officer of World Recycling Company, Small World Real Estate, LLC, and Pride Rock, LLC and substantially controls the operations of these entities.

WHEREAS, between December 17, 2014 and the effective date of this Agreement, the Department alleges that Respondents violated § 9-204 of the Environment Article and associated regulations including COMAR 26.04.07.03 at the Properties when they caused, suffered, allowed, or permitted open dumping of solid waste and the operation of a refuse disposal system without a permit from the Department. During this period, the Department alleges that Respondents accumulated large, uncovered stockpiles of solid waste on the ground at the Properties. Within and around the stockpiles the Department alleges that it observed a mix of sediment, paper fines, "muck," and other materials and debris, which were left in a position likely to be tracked around the Properties by vehicles or other equipment and to be discharged into waters of the State.

WHEREAS, the Respondents maintain they are engaged in the business of recycling paper products and not in the disposal of solid waste. The Respondents do not admit that they violated any statute or regulation as a result of any of the conduct alleged in the preceding recital but that, in any event, the Respondents, at great expense, removed all of the materials referenced in the preceding recital ("Materials") from the Properties prior to the deadline set by the Department and have not since stored Materials at the Properties;

WHEREAS, the Department alleges that Respondents continued to cause, suffer, allow, or permit operation of a refuse disposal system without a permit from the Department on the Properties through at least January 2018, when the Department alleges it again observed multiple roll-off containers holding solid waste stored on the Cheverly Property;

WHEREAS, between June 30, 2014 and the effective date of this Agreement, the Department alleges that Respondents violated §§ 9-322 and 9-323 of the Environment Article and the National Pollution Discharge Elimination System ("NPDES") General Permit for Stormwater Discharges Associated with Industrial Activity, Permit No. 12-SW ("General Permit") at the Properties when they discharged pollutants to waters of the State; failed to timely submit Notices of Intent ("NOI") to comply with the General Permit; failed to comply with the effluent limits in Part III.B of the General Permit; and failed to comply with the requirements to develop a Stormwater Pollution Prevention Plan ("SWPPP") in Part III.C of the General Permit.

WHEREAS, the Respondents do not admit that they violated any statute or regulation as a result of any of the conduct alleged in the preceding recital but that, in any event, the Respondents developed and have instituted SWPPPs, at both Properties, that have been in operation since on or about December 16, 2016; and the Respondents further have caused one of their employees, in or about November 2017, to achieve Department certification to collect water samples from the Properties.

WHEREAS, settlement discussions between the Department and the Respondents have now resulted in this Agreement to resolve this matter for the benefit of the citizens of Maryland.

WHEREAS, the above recitals form the basis and consideration for this Agreement.

ORDER

THEREFORE, it is **ORDERED** by the Directors of the Land and Materials and Water and Science Administrations of the Department and **CONSENTED TO** by the Respondents as follows:

I. WORK TO BE PERFORMED

1. Respondents upon execution of this Agreement shall perform the following corrective actions at the Properties. Any instances of noncompliance with the corrective actions outlined below or any other violations of Maryland's environmental laws shall be reported to the Department by telephone within 48 hours and by writing within 5 days. The corrective actions to be performed on the Properties are as follows:

SOLID WASTE REMOVAL

2. Within 30 days of the effective date of this Agreement, Respondents shall remove all solid waste, including roll-off containers holding solid waste, from the Properties. All solid waste shall be transported to a permitted sanitary landfill or other authorized solid waste acceptance facility. Respondents shall maintain receipts for disposal of all solid wastes removed from the Properties.

3. Under this Agreement, "solid waste" includes but is not limited to:

(a) Any garbage, refuse, sludge, or liquid from industrial, commercial, mining, or agricultural operations or from community activities (*See* Md. Code Ann., Envir. § 9-101(j)(1) of the Environment Article);

(b) Scrap tires (*See* Md. Code Ann., Envir. § 9-101(j)(2)); and

(c) Recyclable materials that are not: (1) Returned to the marketplace in the form of a raw material or product within one calendar year from the time the recyclable materials were first received on the Properties; or (2) otherwise managed in accordance with the terms of this Agreement, including the plans discussed below, or regulations subsequently adopted by the Department under § 9-1713 of the Environment Article (*See* Md. Code Ann., Envir. § 9-101(j)(2), effective October 1, 2017).

TEMPORARY SOLID WASTE STORAGE PLAN

4. Provided that Respondents first remove all solid waste from the Properties in accordance with Paragraph 2 of this Agreement, then within 45 days of the effective date of this Agreement, Respondents may submit to the Department for approval a plan for the temporary storage of solid waste on the Properties, which is consistent with the requirements below ("Temporary Solid Waste Storage Plan"). The Temporary Solid Waste Storage Plan will not allow Respondents to accept or store any waste materials prohibited by COMAR 26.04.07 or that constitute hazardous wastes under COMAR 26.13. The Temporary Solid Waste Storage Plan must meet the following minimum requirements:

(a) Identify the temporary storage area on a site map;

(b) Address the control of litter, odor, and vectors (including but not limited to insects, rodents, and other animals); and

(c) Include terms to satisfy the requirements of Paragraph 5 below.

5. If the Temporary Solid Waste Storage Plan is approved by the Department, then Respondents must meet the following requirements:

(a) All solid waste stored in containers must be removed from the Properties within five calendar days from the date of its arrival;

(b) Respondents shall accumulate no more than 200 cubic yards of solid waste at any one time;

(c) Respondents shall use no more than five containers at any one time to store the solid waste. The containers must be leak-proof and fly and rodent-proof. Specifically, the containers must be securely covered by durable water-proof lids, tarps, or covers as soon as possible after arriving on the site, but not later than by the end of the business day on the date on which a container arrives or is first used by Respondents to accumulate solid waste on the site. The containers must be plugged at all times to prevent drainage of contaminated liquids.

(d) The temporary storage area must be identified on the site by signs marked "Temporary Container Storage Area." Signage shall also indicate to drivers or operators that: "Containers must be completely and adequately covered at all times by durable water-proof tarps." The signage must be conspicuously placed with a minimum of 3 inch lettering;

(e) The surface of the temporary storage area must be compacted asphalt millings or paving;

(f) A logbook shall be maintained as a separate stand-alone ledger to record all solid waste stored in containers at the site overnight. The logbook must be available for inspection at all times at the Respondent's office on the site. The logbook must include the following information: (1) a separate tracking number assigned to each load of solid waste; (2) the identification number of the roll-off container holding the load; (3) the date and time that Respondents first accumulated any solid waste in any particular load of solid waste on the site; (4) the date and time that each load was removed from the site for transportation to the designated acceptance facility; and (5) the tipping receipt number from the designated acceptance facility. All receipts must be maintained with the logbook, which must be maintained at the Properties;

(g) The logbook must also include a separate list of companies and drivers that are found to have transported a significant amount of solid waste to the site in what was purported to be a load of recyclables. In this Agreement, a load of recyclables containing a "significant" amount of solid waste includes any load in which more than 15 percent of the load is comprised of solid waste. This list shall include at least the following information: (1) the name of the company or individual that owns the truck; (2) the name of the vehicle's driver; (3) the truck number or license plate; and (4) the date and time that the load was received on the site. If any company or driver is found to have dumped a significant amount of solid waste on the site on at least two occasions, that company and driver shall be prohibited from transporting recyclables to the site for a period not less than one calendar year.

(h) The Temporary Solid Waste Storage Plan shall remain in effect until such time as: the Department enacts regulations controlling the storage and management of solid waste at recycling facilities; or 30 days following notice of termination of the Temporary Solid Waste Storage Plan to Respondents from the Department, whichever occurs first. The Department may terminate the Temporary Solid Waste Storage Plan if there is a pattern of

noncompliance or a significant noncompliance with the terms and conditions of this Agreement; there are violations of applicable local, State, or federal laws or regulations; there is harm or threat of harm to public health or the environment; or for any other good or reasonable cause.

LITTER CONTROL PLAN

6. Respondents shall provide enhanced engineering controls and best management practices to eliminate spillage or litter at the receiving bay and the loading dock at the Properties and to eliminate off-site migration of litter by wind, stormwater, or other means. A plan to modify the transfer operations ("Litter Control Plan") at these two areas at the Properties shall be submitted within thirty (30) days of the effective date of this Agreement. The Litter Control Plan shall require a log to be maintained by management to document: (i) inspections of the relevant areas twice daily; (ii) any deficiencies in the relevant areas; and (iii) how any deficiencies are addressed.

STORMWATER MANAGEMENT

7. Within sixty (60) days of the effective date of this Agreement, Respondents shall submit a plan ("Auxiliary Stormwater Pollution Remediation Plan") to the Department for review and approval to resolve the following issues, which the Department alleges have contributed to off-site migration of sediment and other pollutants:

(a) Sediment and pollutant migration problems: Certain areas of the yards at the Properties consist of a grayish muck of sediment, paper fines, litter and other waste materials. Certain areas also contain puddles of stagnant water. These conditions allow for excessive off-site tracking of sediment, litter, and other wastes by vehicles and other equipment. Respondents must implement appropriate best management practices to address these issues and eliminate or minimize the off-site tracking of sediment and other wastes; and

(b) Drainage problems: The loading dock at the Cheverly property consistently has ponded stormwater. The water consists of a grayish slurry of sediment, paper waste, litter, and other wastes. Drainage problems have also been observed by the Department at the Baltimore Property. Respondents must implement appropriate best management practices to eliminate ponding of stormwater on the Properties and to ensure that wastes do not come into contact with stormwater. This may include, among other things, installing a proper stormwater drainage system.

8. The Auxiliary Stormwater Pollution Control Plan shall include a schedule for resolving the issues summarized in the preceding paragraph. The Respondents shall implement the Auxiliary Stormwater Pollution Control Plan in accordance with the schedule approved by the Department. The date to complete implementation of the Auxiliary Stormwater Pollution Control Plan on the Properties shall be no later than January 15, 2019.

9. Within 60 days of the Department approval of the Auxillary Stormwater Pollution Plan, Respondents shall:

(a) Develop and submit to the Department an updated SWPPP prepared by a qualified environmental consultant for the Baltimore Property that complies with all requirements in Part III.A.2 and Part III.C of the General Permit, includes adequate measures to comply with the effluent limits and other requirements in Part III.B of the General Permit, and incorporates the approved Auxiliary Stormwater Pollution Control Plan; and

(b) Develop and submit to the Department an updated SWPPP for the Cheverly Property prepared by a qualified environmental consultant that complies with all requirements in Part III.A.2 and Part III.C of the General Permit, includes adequate measures to comply with the effluent limits and other requirements in Part III.B of the General Permit, and incorporates the approved Auxiliary Stormwater Pollution Control Plan.

10. Respondents shall promptly correct any deficiencies with the SWPPPs for either the Baltimore or Cheverly Properties that are identified by the Department in its reasonable judgment. In the event of the Department's disapproval, in whole or in part, of the SWPPP for either property, the Department shall specify any deficiencies in writing to the Respondents. The Respondents shall correct the deficiencies within 30 days from receipt of disapproval by the Department and submit the corrected document to the Department for review. The Department's approval of the SWPPP does not warrant that it will succeed in resolving the issues addressed in this Agreement. The initial approval of the SWPPP shall constitute a set of minimum requirements that the Respondents must go above and beyond as necessary to prevent migration of pollutants from the Properties in stormwater or by other means.

11. Also within 120 days of the effective date of this Agreement, Respondents shall achieve compliance with the effluent limits and other requirements set forth in Part III.B of the General Permit at both Properties. Respondents shall promptly address and remedy any failures to satisfy these requirements that are identified by the Department in its reasonable judgment. Among other things, Respondents shall:

(a) Implement control measures (including best management practices) according to good engineering practices and manufacturer's specifications to meet the non-numeric effluent limits described in the General Permit;

(b) Expeditiously modify control measures that fail to achieve their intended effect of minimizing pollutant discharges;

(c) Minimize the exposure of material storage areas to rain, snow, snowmelt, and runoff by either locating these industrial materials and activities inside or protecting them with storm resistant coverings (although significant enlargement of impervious surface area is not recommended);

(d) Clean all exposed areas that are potential sources of pollutants, using such measures as sweeping at regular intervals, keeping materials orderly and labeled, and storing materials in appropriate containers;

(e) Perform regular inspections, testing, maintenance, and repairs of all industrial equipment and systems to avoid situations that may result in leaks, spills, and other releases of pollutants in stormwater discharged to receiving waters;

(f) Minimize the potential for leaks, spills and other releases that may be exposed to stormwater and develop plans for effective response to such spills if or when they occur;

(g) Stabilize exposed areas and contain runoff using structural and/or non-structural control measures to minimize onsite erosion and sedimentation, and the resulting discharge of pollutants;

(h) Divert, infiltrate, reuse, contain, or otherwise reduce stormwater runoff, to minimize pollutants in discharges from the Properties;

(i) Achieve any additional non-numeric limits stipulated in the relevant sector-specific section(s) of Appendix D: Sector-Specific Requirements for Industrial Activity;

(j) Provide appropriate pollution control training (at least once per year) for all employees who work in areas where industrial materials or activities are exposed to stormwater, or who are responsible for implementing activities necessary to meet the conditions of this permit;

(k) Eliminate non-stormwater discharges not authorized by the General Permit;

(l) Ensure that waste, garbage, and floatable debris are not discharged to receiving waters by keeping exposed areas free of such materials or by intercepting them before they are discharged; and

(m) Minimize generation of dust and offsite tracking of raw, final, or waste materials.

12. If Respondents fail to complete corrective actions on the Properties according to the schedule in the Agreement, then nothing in this Agreement shall be deemed to be a waiver of the Department's right to proceed in an administrative or civil action seeking penalties and an order or injunction requiring Respondents to cease the violations and complete necessary corrective actions.

II. MODIFICATION OF WORK TO BE PERFORMED

13. No informal advice, guidance, suggestion, or comment by the Department regarding plans, specifications, schedules, or any other writing submitted by the Respondents shall relieve the Respondents of their obligation to obtain such formal approval as may be required by this Agreement or Maryland law, and to comply with all requirements of this Agreement unless it is formally modified.

14. Any request to modify work shall not excuse, toll, or suspend any compliance obligation or deadline required pursuant to this Agreement during the pendency of the Department's consideration of the request, nor shall it stay the accrual of stipulated penalties.

III. REVIEW AND APPROVAL PROCEDURES FOR TEMPORARY SOLID WASTE STORAGE PLAN, LITTER CONTROL PLAN, AND AUXILIARY STORMWATER POLLUTION CONTROL PLAN

15. The Temporary Solid Waste Storage Plan, Litter Control Plan, and Auxiliary Stormwater Pollution Control Plan, upon approval by the Department, are incorporated into this Agreement. Any failure to comply with the Solid Waste Storage Plan, Litter Control Plan, and Auxiliary Stormwater Pollution Control Plan shall be deemed noncompliance with this Agreement.

16. In the event of the Department's disapproval, in whole or in part, of the Solid Waste Storage Plan, Litter Control Plan, or Auxiliary Stormwater Pollution Control Plan, the Department shall specify any deficiencies in writing to the Respondents on either plan. Subject to Paragraph 17, the Respondents shall correct the deficiencies within 30 days from receipt of disapproval by the Department and submit the corrected document to the Department for review.

17. If Respondents take exception to all or part of the Department's disapproval of the Solid Waste Storage Plan, Litter Control Plan, or Auxiliary Stormwater Pollution Control Plan, Respondents shall submit a written statement of the grounds for the exception to the Department within 30 days of receipt of disapproval. Representatives of the Department and Respondents may confer in person or by telephone in an attempt to resolve any disagreement. If a resolution is reached, that resolution shall be reduced to writing and signed by representatives of each party. In the event that resolution is not reached within 15 calendar days, either (a) Respondents shall modify the Solid Waste Storage Plan, Litter Control Plan, or Auxiliary Stormwater Pollution Control Plan as required by the Department and resubmit the corrected document to the Department for review; or (b) either party may commence an action in the appropriate circuit court to resolve the dispute.

18. The Department's approval of the Solid Waste Storage Plan, Litter Control Plan, and/or Auxiliary Stormwater Pollution Control Plan do not warrant that they will be successful in controlling pollution originating from the Properties. The Solid Waste Storage Plan, Litter Control Plan, and Auxiliary Stormwater Pollution Control Plan shall constitute a set of minimum requirements that the Respondents must go above and beyond as necessary to prevent migration of pollutants from the Properties in stormwater or by other means.

IV. RIGHT TO ENTER

19. The Department shall have a right of access at any reasonable hour to inspect the Properties in order to review and monitor the removal of solid waste and implementation of the Temporary Solid Waste Storage Plan, Litter Control Plan, and Auxiliary Stormwater Pollution Control Plan. Respondents shall allow authorized representatives of the Department to enter upon the Properties at any reasonable hour for the purpose of collecting samples, collecting information, taking photographs, and performing any other activity necessary to ascertain and evaluate whether the Respondents and the Properties are in compliance with this Agreement and Maryland law. Upon request by the Department, Respondents shall also provide the Department with access at any reasonable hour to any records or information, which may be related to the Properties, this Agreement, or the Respondents' compliance with Maryland's environmental laws.

20. The right of access provided in this Agreement shall in no way limit or restrict any other right of access granted to the Department in any federal, state, or local law, regulation, or ordinance.

V. CIVIL PENALTY

21. Respondents agree to pay to the Department a penalty in the amount of Forty Five Thousand Dollars (\$45,000). The parties agree that the Department will hold Thirty Three Thousand Seven Hundred Fifty Dollars (\$33,750) of the penalty in abeyance ("Penalty Held in Abeyance"), due on demand, in the event Respondents fail to comply with paragraphs 1 through 11 or 15 through 17 of this Agreement above. The initial penalty payment of Eleven Thousand Dollars (\$11,250) ("Initial Penalty") shall be made according to the schedule of payments provided below. Fifty percent of the Initial Penalty shall constitute a penalty to the Land and Materials Administration ("Initial LMA Penalty") and the remaining fifty percent shall constitute a penalty to the Water and Science Administration ("Initial WSA Penalty").

22. The Initial LMA Penalty of Five Thousand Six Hundred Twenty Five Dollars (\$5,625) ("Initial LMA Penalty") shall be made according to the following schedule of payments. In the event that the date a payment is to be made falls on a weekend or holiday, the payment shall be made on the next business day.

<u>Payment Amount</u>	<u>Due Date</u>
\$1,406.25	Upon executing this Agreement
\$1,406.25	Upon executing this Agreement
\$1,406.25	July 1, 2018
\$1,406.25	October 1, 2018

23. The checks for the Initial LMA Penalty shall be made payable to the "Maryland Clean Water Fund," and mailed to the following address: Maryland Department of the Environment, P. O. Box 1417, Baltimore, Maryland 21203-1417. The following must be noted on the first check or on enclosed correspondence: PCA No. 13767, Object No. 7338, and Suffix No. 626. The following must be noted on the first check or on enclosed correspondence: MDE v. World Recycling Company, *et al.*

24. The Initial WSA Penalty of Five Thousand Six Hundred Twenty Five Dollars (\$5,625) ("Initial WSA Penalty") shall be made according to the following schedule of payments. In the event that the date a payment is to be made falls on a weekend or holiday, the payment shall be made on the next business day.

<u>Payment Amount</u>	<u>Due Date</u>
\$1,406.25	Upon executing this Agreement
\$1,406.25	May 15, 2018
\$1,406.25	August 15, 2018
\$1,406.25	November 15, 2018

25. The checks for the Initial WSA Penalty shall be made payable to the "Maryland Department of the Environment," and mailed to the following address: Maryland Department of the

Environment, P.O. Box 2057, Baltimore, Maryland 21203. The following must be noted on the first check or on enclosed correspondence: MDE v. World Recycling Company, *et al.*

26. The Department may submit an invoice to Respondents notifying them of the penalty payment amounts and due dates. Respondents have informed the Department to send the invoice(s) to the following name and address: Mr. Jeffrey S. Miller, 5600 Columbia Park Road, Cheverly, Maryland 20785. The lack of receipt of an invoice has no effect on Respondents' obligations to make timely penalty payments to the Department. Should the address listed herein change, or should Respondents have any questions regarding to whom to make the checks payable and/or the address to which the checks should be sent, please notify: Patrick C. Smith, Office of the Attorney General, Maryland Department of the Environment, Suite 6048, 1800 Washington Blvd., Baltimore, Maryland 21230.

27. If applicable, the Penalty Held in Abeyance shall be made in six quarterly installments. The first quarterly installment of \$5,625 shall be paid on the fifteenth day of the month following the occurrence requiring payment of the Penalty Held in Abeyance. Five additional installments of \$5,625 shall be paid once every third month thereafter on the fifteenth day of the month until payment is completed. In the event that the date a payment is to be made falls on a weekend or holiday, the payment shall be made on the next business day.

28. Fifty percent of the Penalty Held in Abeyance shall constitute a penalty to the Land and Materials Administration ("LMA Penalty Held in Abeyance") and the remaining fifty percent shall constitute a penalty to the Water and Science Administration ("WSA Penalty Held in Abeyance"). Payments to satisfy the LMA Penalty Held in Abeyance and WSA Penalty Held in Abeyance shall alternate quarterly.

29. If the Respondents fail to make a penalty payment of the Penalty Held in Abeyance within 30 days of its due date, the entire outstanding balance of the \$33,750 Penalty Held in Abeyance, less any payments previously received by the Department, will become immediately due and owing.

VI. STIPULATED PENALTIES

30. Beginning on the date of execution of this Agreement and continuing until the Department acknowledges in writing that all obligations of this Agreement have been completed, upon written demand by the Department, Respondents shall pay a stipulated penalty for noncompliance with this Agreement. Stipulated penalties shall accrue in the amount of one hundred dollars (\$100) per day of noncompliance with the applicable schedule or other requirements set forth in this Agreement.

31. Any demand for stipulated penalties shall be mailed by U.S. Mail to Mr. Jeffrey S. Miller, 5600 Columbia Park Road, Cheverly, Maryland 20785. All stipulated penalties are due and payable in full no later than thirty (30) days after receiving written demand from the Department. Payment shall be paid by check made payable to the "Maryland Clean Water Fund" and mailed to the following address: Maryland Department of the Environment, P. O. Box 1417, Baltimore, Maryland 21203-1417.

32. All stipulated penalties shall 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. Respondents have the obligation to document to the Department's satisfaction that compliance has been achieved. Nothing herein shall prevent the simultaneous accrual of separate stipulated penalties for separate violations of this Agreement.

33. Except as otherwise expressly set forth in this Agreement, none of the stipulated penalties in this Agreement 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 Agreement or any other violation of Maryland law or regulation not expressly made the subject of this Agreement. The Department's failure to demand any stipulated penalty under this Agreement does not constitute a waiver of the Department's right to make such a demand.

34. Except as otherwise expressly set forth in this Agreement, payment of any stipulated penalty shall not relieve the Respondents from the obligations imposed by this Agreement, 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 of the terms of this Agreement or any other statute or regulation.

35. The Department, may, in its discretion, reduce or waive any stipulated penalty for any reason deemed appropriate by the Department.

VII. NOTIFICATION

36. Respondents shall also notify the Department within 48 hours of completion of the work required under the terms of this Agreement.

37. Any notifications required under this Agreement shall be in writing and sent to: Chief, Compliance Division, Solid Waste Program, Land and Materials Administration, MDE, 1800 Washington Blvd., Baltimore, Maryland 21230; and Program Manager, Compliance Program, Water and Science Administration, MDE, 1800 Washington Blvd., Baltimore, Maryland 21230.

VIII. DELAY

38. If any event occurs which causes, or which Respondents reasonably expect to cause, a delay of the work to be performed under this Agreement, Respondents shall notify the Department, in writing, within ten (10) working days of obtaining knowledge of the occurrence of such event and of its impact on timely compliance. The notice shall identify the cause of the delay, an estimate of the anticipated length of delay, the measures taken and to be taken by Respondents to prevent or minimize the delay and an estimate of the date by which such measures will be completed. Respondents shall promptly comply with the requirements of this Agreement as soon as reasonably possible. Respondents may request, in writing, an extension of the deadlines at least ten (10) working days prior to the deadline. The Department may, in its reasonable discretion, grant an extension upon such a request. If such an extension is granted, stipulated penalties shall not accrue during the extended period.

IX. PERSONS BOUND BY THIS AGREEMENT

39. This Agreement shall apply to and be binding upon the Department, the Respondents, their successors, assigns, heirs, trustees, receivers, and upon all persons acting on behalf of the Respondents, as well as upon subsequent purchasers of the Properties.

40. During the period when this Agreement is in effect, should Respondents seek to transfer ownership or other interest in either or both of the Properties, then at least fifteen (15) days prior to any such transfer of ownership or other interest in the Properties, Respondents shall provide written notice and a true copy of this Agreement to their successors in interest and shall simultaneously notify the Department by sending a letter, via certified mail, to: Chief, Compliance Division, Solid Waste Program, Land and Materials Administration, MDE, 1800 Washington Blvd., Baltimore, Maryland 21230; and Program Manager, Compliance Program, Water and Science Administration, MDE, 1800 Washington Blvd., Baltimore, Maryland 21230. As a condition to any such transfer, Respondents shall require their successors in interest to comply with the terms of this Agreement.

41. Respondents shall provide a copy of this Agreement within seven days of the execution date, or the date that such services are retained, to all contractors, subcontractors, and consultants that are retained to conduct or monitor any portion of the work performed pursuant to this Agreement.

42. Respondents shall condition all contracts or agreements with contractors, subcontractors, and/or consultants in connection with this Agreement, on compliance with the terms of this Agreement.

43. Respondents shall ensure that their contractors, subcontractors, and consultants comply with this Agreement.

X. RELEASE AND RESERVATION OF RIGHTS

44. This Agreement shall remain in force and effect until all obligations and terms referred to herein have been completed or satisfied.

45. Upon the full completion of all of the obligations set forth in this Agreement, including completion of all work required under the Agreement, full payment of both the Initial LMA Penalty and Initial WSA Penalty, and full payment of the Penalty Held in Abeyance and any stipulated penalties, if applicable, the Department agrees to refrain from pursuing any civil or administrative enforcement action against the Respondents for the Alleged Violations which could have been brought prior to the effective date of this Agreement.

46. Nothing in this Agreement shall be deemed to be a waiver of the Department's right to proceed in an administrative or civil action for the violation of the terms of this Agreement or other violations of environmental laws or regulations at the Properties nor shall anything set forth in this Agreement be deemed to be a waiver of Respondents' right to contest such proceeding by the Department.

47. Nothing in this Agreement shall be construed to relieve Respondents of any violations or obligations under laws and regulations promulgated or enforced by local, solid, or federal entities.

48. It is expressly understood that this Agreement pertains to the civil violations described herein, and that the Department has made no promises or representations other than those contained in this Agreement and that no other promises or representations will be made unless in writing. The Department has no authority over any criminal actions.

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

50. Neither the terms nor the conditions of this Agreement, nor any act of performance by the Respondents or the Department, shall collaterally estop the Department in any other proceeding with any third party not a signatory to this Agreement.

XI. GENERAL PROVISIONS

51. This Agreement shall become effective upon execution by the Department and the Respondents.

52. Each person signing this Agreement certifies that he or she is duly authorized by the party on behalf of which each signs to execute this Agreement and to bind that party to the terms of this Agreement.

53. The terms of this Agreement are binding on the Parties and shall be enforceable in the Maryland courts. In the event that Respondents fail to do the work or pay the penalties or stipulated penalties required herein, the Department may institute an action to enforce this Agreement against Respondents. In such or any other action, this Agreement shall be governed by and interpreted under the law of the State of Maryland.

54. Respondents agree to undertake and complete all actions required by the terms and conditions of this Agreement. In any action by the Department to enforce the terms of this Agreement, Respondents consent to and agree not to contest the authority or jurisdiction of the Department to issue or enforce this Agreement, and agree not to contest the validity of this Agreement or its terms or conditions. Respondents agree this Agreement is a contract and final administrative order enforceable in a judicial forum.

55. Failure to pay the administrative penalty and any applicable stipulated penalty, as required by this Agreement, 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 the Respondents. In addition, the Central Collection Unit is authorized to report the debt to consumer reporting agencies.

56. This Agreement is not intended to be nor shall it be construed to be a permit. Compliance by the Respondents with the terms of this Agreement shall not relieve the Respondents of their obligations to comply with any other applicable local, state, or federal laws and regulations.

57. Respondents shall acquire and retain copies of all documents that relate to the Properties that are in the possession of their employees, agents, accountants, contractors, or attorneys. Respondents shall preserve all documents and information relating to the work performed under this Agreement for five years following completion of the work.

58. This Agreement has been negotiated freely by the Department and Respondents and shall in all cases be construed as a whole, according to its fair meaning.

59. This Agreement constitutes the entire agreement between the Department and Respondents settling the Alleged Violations. No other prior or contemporaneous written or oral agreement, action, or statement regarding the matters described herein shall be valid or have any bearing on the interpretation, application, or enforcement of this Agreement.

60. This Agreement may not be modified except by written agreement of the Department and Respondents.

61. If a court issues an order that invalidates any provision of this Agreement or finds that the Respondents have sufficient cause not to comply with one or more provisions of this Agreement, the Respondents shall remain bound to comply with all provisions of this Agreement not specifically invalidated or determined to be subject to a sufficient cause defense by the court's order. The Agreement shall be construed as if not containing the particular provisions, and all remaining obligations of the parties shall remain in effect and in force to the maximum extent reasonable.

62. This Agreement may be executed in counterparts, each of which shall constitute one and the same instrument, and shall be deemed effective as of the date the last party signs the Agreement.

63. This Agreement is agreed to and its terms and conditions consented to:

FOR THE MARYLAND DEPARTMENT OF THE ENVIRONMENT:

4/26/18
Date Hilary Miller By:

Hilary Miller, Director
Land and Materials Administration
Maryland Department of the Environment

4/30/18
Date D. Lee Curry By:

D. Lee Curry, Director
Water and Science Administration
Maryland Department of the Environment

FOR WORLD RECYCLING COMPANY:

3/10/18
Date Jeffrey S. Miller member By: Jeffrey S. Miller, Member

FOR SMALL WORLD REAL ESTATE, LLC:

3/10/18
Date Jeffrey S. Miller member By: Jeffrey S. Miller, Member

FOR PRIDE ROCK, LLC:

3/10/18
Date Jeffrey S. Miller member By: Jeffrey S. Miller, Member

FOR JEFFREY S. MILLER:

3/10/18
Date Jeffrey S. Miller By: Jeffrey S. Miller

Approved this 18 day of APRIL 2018,
as to form and legal sufficiency.

Patrick C. Smith
Patrick C. Smith
Assistant Attorney General