

**MARYLAND DEPARTMENT OF
THE ENVIRONMENT**
1800 Washington Blvd
Baltimore, Maryland 21230

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**LAND AND MATERIALS
ADMINISTRATION**

MDE Case No.: CO-24-SW-039

v.

CURTIS BAY ENERGY, LP
3200 Hawkins Point Road
Curtis Bay, Maryland 21226

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SETTLEMENT AGREEMENT AND CONSENT ORDER

This SETTLEMENT AGREEMENT AND CONSENT ORDER ("Consent Order") is issued pursuant to the authority vested in the Maryland Department of the Environment ("Department") by Title 1 and Title 9, Subtitle 2 of the Environment Article, Annotated Code of Maryland, and their implementing regulations, Code of Maryland Regulations ("COMAR") 26.04.07 to regulate solid waste disposal in the State of Maryland and to enforce the State's environmental laws and regulations.

WHEREAS, the Secretary of the Department (the "Secretary") has delegated to the Director of the Land and Materials Administration, the authority to regulate the installation, alteration, and extension of solid waste acceptance facilities in accordance with the requirements set forth in §§ 9-204 through 9-229 of the Environment Article and COMAR 26.04.07.

WHEREAS, Baltimore City is a duly constituted local government within the State of Maryland which, in accordance with Title 9, Subtitle 5 of the Environment Article, Annotated Code of Maryland, has developed plans for the long-term management of solid waste generated within its jurisdictional boundaries.

WHEREAS, Curtis Bay Energy, LP ("CBE") owns and has operated a permitted medical waste incinerator located at 3200 Hawkins Point Road in Baltimore City, Maryland, 21226 ("Facility") since approximately 1990.

WHEREAS, the Facility is the largest medical waste incinerator in the United States and serves various states in the Atlantic region.

WHEREAS, on February 1, 2021, control of CBE's upstream parent entity changed hands in an equity sale.

WHEREAS, pursuant to §§ 9-204 and 9-204.1 of the Environment Article and COMAR 26.04.07.25(A)(1), CBE was issued Refuse Disposal Permit No. 2022-WMI-0036 on June 30, 2022 ("Disposal Permit") authorizing the continued solid waste disposal operations of the Facility on a four (4) acre site specifically identified in certain documents incorporated by reference in Part I of the Disposal Permit.

WHEREAS, in December 2011, CBE had filed applications with the Baltimore City Board of Municipal and Zoning Appeals ("BMZA") seeking confirmation of zoning authorization to utilize three parcels of real property, identified on Baltimore City Tax Map 25 as Block 7001/Lot 15 ("Parcel 1"), Block 7001/Lot 16 ("Parcel 2"), and Block 7005/Lot 5 ("Parcel 3") (collectively, the "Leased Parcels") for the parking and storage of trailers containing medical waste in conjunction with its incinerator located on the property adjacent to each at 3200 Hawkins Point Road, which the BMZA approved for the Leased Parcels on December 20, 2011.

WHEREAS, the site plans designating the property boundaries and existing and proposed structures of the Disposal Permit and its predecessor permits did not incorporate or provide for the specific use of any of the Leased Parcels as part of the Facility's authorized operations.

WHEREAS, on information and belief, CBE has been using Parcels 1 and 3 as part of the Facility's operations prior to February 1, 2021, and has continuously used the Leased Parcels at all times relevant to this Consent Order.

WHEREAS, CBE has been using Parcel 1 as a parking lot and storage area for trucks and containers containing solid waste awaiting incineration. The parked trucks and containers extend westward beyond the limits of Parcel 1, encroaching upon two additional parcels owned by Baltimore City, generally identified as 3104 Hawkins Point Road (Block 7001/Lot 014) and 3100 Hawkins Point Road (Block 7001/Lot 013).

WHEREAS, CBE has been engaged in discussions with the owner of that real property identified as Block 7005/Lot 6 ("Lot 6"), a 0.92 acre parcel directly adjacent to Parcel 3, to allow CBE to lease Lot 6 to be used for non-waste material and equipment storage, and for other potential uses associated with CBE's existing permitted operations at the Facility.

WHEREAS, pursuant to 9-204(h) of the Environment Article and COMAR 26.04.07.25(A)(1), a person may not materially alter or materially extend a refuse disposal system without obtaining a refuse disposal permit issued by the Department before any work, including site preparation, is begun.

WHEREAS, the Department alleges that CBE's use of Parcel 1 and the two additional parcels owned by Baltimore City constitute ongoing violations 9-204(h) of the Environment Article and COMAR 26.04.07.25(A)(1) (hereinafter, "Alleged Violations").

WHEREAS, permitting the use of the Leased Parcels will require submission of an application for authorization for such use under a refuse disposal permit, subject to opportunities for public participation.

WHEREAS, on October 23, 2023, CBE submitted an application for a refuse disposal permit which includes the use of the Leased Parcels as parking lots for the staging and storage of trailers, box trucks, and roll-off containers containing medical waste awaiting unloading and disposal at the permitted CBE Facility.

WHEREAS, on information and belief, the Department alleges that CBE exceeded, and continues to exceed, the waste storage times authorized under Part III.B.10 of the Disposal Permit on or about May 3, 2023 through May 18, 2023, and one or about August 8, 2023 through the date of execution of this Consent Order.

WHEREAS, the Department alleges that on April 24, 2023, CBE failed to keep the Facility floors well drained and resulting in standing water in the inside the Facility and in the trailer staging area, in violation of Part III.C.1.b of the Disposal Permit.

WHEREAS, the Department alleges that on August 15, 2023, October 26, 2023, and November 7, 2023, CBE failed to maintain the plumbing and wastewater disposal drains resulting in standing water in the incinerator loading area, in violation of Part III.C.1.a and b of the Disposal Permit.

WHEREAS, the Department alleges that on October 25 and 26, 2023, November 7, 2023, and November 28, 2023, CBE failed to operate and maintain its trona storage and handling area in accordance with Part IV.D of the Disposal Permit and failing to comply with its Stormwater Pollution Prevention Plan, resulting in conditions likely to cause air, land, and water pollution.

WHEREAS, the Department and CBE wish to settle the Department's allegations against CBE for the alleged violations identified herein, without the expense and inconvenience of litigation, and provide CBE with the opportunity to seek a permit amendment without substantially

altering its longstanding operations and impacting medical waste disposal throughout the Atlantic region.

WHEREAS, the Department acknowledges CBE has been cooperating with the Department and working to address each of these violations.

WHEREAS, CBE and the Department agree that this Consent Order is the most appropriate means to settle this matter.

NOW, THEREFORE, without any adjudication of fact or law regarding and without any admission of the Alleged Violations, in consideration of the foregoing and the mutual agreements set forth herein, and pursuant to §§ 9-268 and 9-335 of the Environment Article, Annotated Code of Maryland, the Department **ORDERS** and CBE **AGREES** and **CONSENTS** to the following terms and conditions:

I. CIVIL PENALTY

1. In settlement of the alleged violations that are the subject of this Consent Order, CBE agrees to pay a civil penalty in the amount of one hundred thirty-two thousand five hundred dollars (\$132,500.00) to the Department, to be paid in accordance with the following payment schedule:

Payment Schedule

<u>Invoice Date</u>	<u>Payment Amount</u>	<u>Payment Due Date</u>
January 1, 2024	\$ 66,250.00	January 31, 2024
July 1, 2024	\$ 66,250.00	July 31, 2024

2. Each payment shall be made by check or electronic wire for the entire amount of the applicable installment, payable to the Maryland Department of the Environment/Clean Water Fund and mailed or delivered to the Maryland Department of the Environment, P. O. Box 1417, Baltimore, Maryland 21203-2037. Failure to receive an invoice shall not change CBE’s obligation to pay by the applicable due date identified in the payment schedule. Failure to pay any installment

by the associated installment's due date shall result in a forfeiture of the payment schedule, and any remaining balance of the penalty shall be immediately due in full.

II. THE NEW APPLICATION

3. Following consultations with the Department, on October 23, 2023, CBE submitted to the Department an application for a refuse disposal permit authorizing the use of the Leased Parcels for the parking and staging of trailers, box trucks, and roll-off containers containing medical waste while they await unloading at CBE's incinerator (the "New Application"), with such requested use supporting and complementing that previously authorized for the CBE Facility under its existing Refuse Disposal Permit. CBE agrees to diligently pursue the issuance of the New Application for the Leased Parcels for such purpose, including the diligent pursuit and issuance of any necessary use and occupancy permits from the Baltimore City Department of Housing and Community Development, to incorporate the use of the Leased Parcels as provided herein. For the purposes of this Paragraph, diligent pursuit includes, but is not limited to, the prompt response to all requests for information from all relevant local authorities or the Department.

4. CBE shall provide the Department with written updates regarding its attempts to obtain any required use and occupancy permits from Baltimore City and notify the Department once all local permitting is obtained for the Leased Parcels. These updates shall be submitted within seven (7) days following the end of each calendar quarter.

5. The Department shall process the New Application in accordance with the public notification and comment requirements of Title 1, Subtitle 6 of the Environment Article.

6. The Parties acknowledge and agree that nothing in this Consent Order shall be construed as restricting the Department from proposing any appropriate terms, conditions, limits, or requirements in any authorization issued in connection with the New Application. The Parties

further acknowledge and agree that any proposed terms, conditions, limits or requirements proposed by the Department as part of any tentative determination on the New Application shall not be binding upon the Department when making a final determination on the New Application following the public participation process, including but not limited to a final determination to deny the requested application.

7. Consistent with the provisions of §§ 9-204 through 9-229 of the Environment Article and COMAR 26.04.07, CBE is permitted to utilize Lot 6 for the storage of spare parts, equipment, consumable goods, and other such materials, except that Lot 6 shall not be used for the storage of any solid waste or any materials which have been in contact with solid waste. CBE shall store all such materials on Lot 6 in trailers, containers, and other enclosed structures so they are fully protected from and not exposed to precipitation and the ambient atmosphere, and shall maintain Lot 6 in an orderly, neat, and workman-like manner. Prior to any such use of Lot 6, CBE shall apply for and obtain any required use and occupancy permit from Baltimore City and shall notify the Department once all local permitting is obtained for Lot 6. For the avoidance of any doubt, CBE shall not, and shall not be permitted, to park or stage trailers, box trucks, and roll-off containers containing any waste materials on Lot 6 while they await unloading at CBE's Facility or after they have been unloaded and cleaned. Notwithstanding the forgoing sentence, CBE shall be permitted to amend the New Application to also include Lot 6 along with the other Leased Parcels, subject to the full public participation process.

III. INTERIM PROCEDURES FOR USE OF LEASED PARCELS

8. In addition to any activities currently authorized under the Discharge Permit, CBE may park or store trucks, trailers, and containers containing solid waste awaiting incineration at its Facility within the physical boundaries of Parcel 1. The Parties acknowledge that this Paragraph

and the Plan for Compliance established pursuant to Paragraph 15 limits the use of Parcel 1 solely to the parking and storage of trucks, trailers, and containers containing solid waste. No solid waste may be removed from the trucks, trailers, or containers or otherwise processed on Parcel 1, and all requirements of Part III and Part IV of the Disposal Permit shall apply to Parcel 1. In addition, the Parties acknowledge that this Paragraph and the Plan for Compliance established pursuant to Paragraph 15 does not authorize any use for the parking and storage of trucks, trailers, and containers containing solid waste beyond the limits of the Parcel 1, including but not limited to parking or storage on the properties generally identified as 3104 Hawkins Point Road and 3100 Hawkins Point Road.

9. A perimeter security fence shall be erected around the boundary of Parcel 1 as expeditiously as practicable, but no later than thirty (30) days following execution of this Consent Order. Once erected, the security fence shall be maintained at all times to prevent unauthorized entry to Parcel 1 and provide security of the solid waste within.

10. As expeditiously as practicable, but no later than fifteen (15) days following execution of this Consent Order, CBE shall implement surveillance measures twenty-four hours a day, seven days a week which ensure the security of any solid waste stored on Parcel 1 at all times.

11. Within thirty (30) days following execution of this Consent Order, CBE shall repair the clogged floor drains and any other plumbing or wastewater controls required to eliminate any standing water in the incinerator loading area basement and incinerator bay basement, and shall remove any accumulated trona around the Facility's trona storage and handling area that is exposed to precipitation in violation of the Facility's Stormwater Pollution Prevention Plan.

12. Upon execution of this Consent Order, CBE shall work to expeditiously reduce the number of trucks and containers with solid waste which has been stored without refrigeration for greater than ten (10) days. No later than January 12, 2024, CBE shall have eliminated its storage backlog and have no solid waste which is stored unrefrigerated for longer than ten (10) days and no solid waste which has been stored refrigerated for longer than twenty (20) days (unless otherwise authorized in writing by the Department.)

13. Upon execution of this Consent Order, CBE shall conduct its operations at the Facility and upon the Leased Parcels in accordance with the “Inbound Waste Tracking and Management” Standard Operating Procedure submitted to the Department as part of its New Application on October 23, 2023, as may be amended in writing, presented to, and approved by the Department (the “Operational Plan”). The Operational Plan shall include, but not be limited to, the measures required by Paragraphs 9 and 10 of this Consent Order, the processes used eliminate storage backlogs and to ensure compliance with the waste storage times of the Disposal Permit, and any spill response procedures. CBE shall submit a revised Operational Plan within twenty (20) days should the Department request revisions for approval. Upon approval, CBE shall implement the Operational Plan and all requirements therein shall be enforceable under this Consent Order.

14. Upon execution of this Consent Order and until CBE eliminates its current waste storage backlog such that each truck, trailer, and/or container containing solid waste at the Facility is in compliance with the waste storage time requirements of the Disposal Permit, CBE shall submit weekly reports to the Department detailing its ongoing efforts to meet those requirements. The report shall include the number of trucks, trailers, and containers that exceed the ten (10) day

storage requirement, the twenty (20) day storage requirement, and the number of trucks, trailers, and containers processed since the previous report.

IV. PLAN FOR COMPLIANCE

15. Subject to the provisions of Paragraphs 3 through 14 of this Consent Order, this Paragraph constitutes a “Plan for Compliance” with regard to the material expansion of the Facility Disposal Permit. CBE may continue to operate in accordance with the provisions required herein while the Plan for Compliance is in effect. The Plan for Compliance established pursuant to this Paragraph shall terminate upon issuance of the Department’s final determination on the New Application submitted to the Department on October 23, 2023. Upon issuance and/or denial of the New Application, CBE shall comply with the requirements of any refuse disposal permit which has been issued, and shall cease any operations for which permit coverage has been denied.

16. In the event CBE fails to act in accordance with the requirements of Paragraphs 3 through 14 of this Consent Order or fails to obtain any required local approvals within a reasonable time, the Department may, at its election, nullify the Plan for Compliance established pursuant to Paragraph 15 via written communication. Upon nullification, CBE shall immediately cease and desist any use of or operations upon the Leased Parcels which are not authorized by a current refuse disposal permit issued by the Department.

V. STIPULATED PENALTIES

17. Upon written demand by the Department, CBE shall pay stipulated penalties to the Maryland Department of the Environment “Clean Water Fund” in accordance with the following criteria:

i. If CBE fails to submit the quarterly progress reports required pursuant to Paragraph 5, or the weekly tracking reports pursuant to Paragraph 14, CBE shall pay \$100 per day for each day beyond the required deadline until the requirement is met.

ii. If CBE fails to complete installation or maintain the perimeter fence in accordance with Paragraph 9, CBE shall pay \$500 per day for each day beyond the required completion date or for each day the fence is not maintained until the requirement is met.

iii. If CBE fails to implement the surveillance measures in accordance with Paragraph 10 or fails to eliminate the standing water in accordance with Paragraph 11, CBE shall pay \$500 per day for each day until the requirement is met.

iv. If CBE fails to eliminate all waste storage exceedances in accordance with Paragraph 12, CBE shall pay \$500 per day for each truck, trailer, or roll-off container that exceeds the applicable daily storage limit. For avoidance of any confusion, stipulated penalties under this subsection shall be calculated once each calendar day based on the number of trucks, trailers, or roll-off containers at the Facility which exceed the storage limits of Part III.B.10 of the Disposal Permit until the Facility is in compliance with its applicable storage limits.

v. If CBE fails to timely submit or otherwise comply with the conditions of an approved Operational Plan in accordance with Paragraph 13, CBE shall pay \$500 per day for each day until the requirement is met.

18. Each violation of a provision of this Consent Order is a separate instance of noncompliance subject to a stipulated penalty. All stipulated penalties shall begin to accrue on the day after the performance was due or on the day a violation occurs, whichever is applicable, and shall continue to accrue until performance is completed to the Department's reasonable satisfaction

or until the violation ceases. Nothing in this Agreement shall prevent the simultaneous accrual of separate stipulated penalties for separate violations of this Consent Order.

19. CBE shall pay stipulated penalties within thirty (30) days after the Department's written demand.

20. Any demand for stipulated penalties shall be sent via email and also mailed by First Class U.S. Mail to:

Curtis Bay Energy, LP
Attn: Ryan Stoneburg, Senior Plant Manager
3200 Hawkins Point Road
Baltimore, MD 21226
Email: rstoneburg@curtisbaymws.com

With a copy to:

M. Trent Zivkovich, Esq.
Whiteford, Taylor & Preston, LLP
7 St. Paul Street, Suite 1500
Baltimore, MD 21202
Email: tzivkovich@whitefordlaw.com

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

22. Except as otherwise expressly set forth in this Agreement, payment of any stipulated penalty shall not relieve CBE from the obligations imposed by this Agreement, any permit that

may be issued, or any statute or regulation, nor shall such payment limit the right of the Department to seek enforcement of the terms of this Consent Order or any other statute or regulation.

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

VI. FORCE MAJEURE

24. CBE's obligation to meet any requirement set forth in this Consent Order may be excused by the Department to the extent that such a delay is beyond the reasonable control of and without the fault of CBE. Circumstances beyond the reasonable control of CBE include acts of God; war; riot; civil commotion; sabotage; illegal Federal, State, or local failure to grant any required permit; strike or other labor action; fire; flood; epidemic; quarantine restriction; or embargo; or any other similar event not within the reasonable control of CBE (hereinafter, "Force Majeure Event"). Force Majeure Events do not include (1) difficulties caused by reasonably foreseeable weather conditions which could have been overcome by reasonable efforts; (2) increased cost of performance; (3) natural market fluctuations; or (4) changed economic circumstances. The mere existence of the novel coronavirus, COVID-19, Respiratory Syncytial Virus (RSV), or other communicable diseases does not excuse performance under this Consent Order. CBE must take all reasonable steps to mitigate any delay that may occur as a result of the novel coronavirus, COVID-19, or other communicable diseases. Delays attributable to the communicable diseases may only constitute a Force Majeure Event where CBE could not reasonably have taken the known circumstances associated with the applicable disease into account when developing and implementing plans and schedules under this Consent Order.

25. The burden of establishing a Force Majeure Event shall rest with CBE. CBE's burden shall be by a preponderance of the evidence and the Department's determination shall not be unreasonable, arbitrary or capricious.

26. If CBE establishes to the Department's satisfaction that it has been delayed in the implementation of any obligation under this Consent Order by a Force Majeure Event, then the Department shall extend the time for performance for an appropriate period of time as determined by the Department. Any extension by the Department shall not be unreasonable, capricious or arbitrary.

VII. DELAY

27. If any event occurs which causes, or which CBE reasonably expects to cause, a delay in the achievement of any requirement or milestone date imposed by this Consent Order, CBE 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 CBE to prevent or minimize the delay and an estimate of the date by which such measures will be completed. CBE shall promptly implement all reasonable measures to prevent or minimize any such delay and to comply with all requirements of the Consent Order as soon as reasonably possible. CBE may request, in writing, an extension of any deadline at least ten (10) working days prior to such deadline. The Department may, in its reasonable discretion, grant an extension upon such a request by notifying CBE in writing. The Department's determination shall not be unreasonable, capricious or arbitrary. If such an extension is granted, any stipulated penalty, if applicable, shall not accrue.

IX. RIGHT OF ENTRY

28. CBE shall allow authorized representatives of the Department to enter the Facility, including any of the Leased Parcels, during business hours for the purpose of collecting samples, information, and/or photographs, and to perform any other activity necessary to ascertain and evaluate whether CBE is in compliance with this Consent Order and State or federal law. Upon request of the Department, CBE shall provide the Department with access to any records or information that may be related to the Facility, this Consent Order, or CBE's compliance with State or federal law; unless such records or information are protected from disclosure by the attorney-client privilege, attorney work-product doctrine, or other similar doctrine protecting them from disclosure.

X. SUBMITTAL OF DOCUMENTS

29. All documents, reports, or notices required to be submitted to the Department pursuant to this Consent Order shall be submitted either via electronic message to andrew.grenzer@maryland.gov or shall be mailed to Andrew Grenzer, Land and Materials Administration, Maryland Department of the Environment, 1800 Washington Boulevard, Baltimore, Maryland 21230. Any documents which are mailed shall not be considered received for purposes of any deadline in this Consent Order until actual receipt by the Department.

XI. RELEASE

30. Once all obligations and terms of this Consent Order as provided herein have been completed or satisfied, this Consent Order releases, resolves, and settles any civil claims that the Department may have under Title 9, Subtitle 2 of the Environment Article, its implementing regulations, and under the terms of the Disposal Permit for the following alleged violation of: (1) § 9-204(h) of the Environment Article and COMAR 26.04.07.25(A)(1) for use of the Leased

Parcels as a material expansion of a refuse disposal system without an operating permit through the date of execution of this Consent Order and the subsequent use of the Leased Parcels within the terms of the Plan for Compliance established herein; (2) Part III.B.10 of the Disposal Permit for exceeding the permitted waste storage times on May 3, 2023 through May 18, 2023, and on or about August 8, 2023 through the date of execution of this Consent Order and any subsequent storage time exceedance within the terms of the Plan for Compliance established herein; (3) Part III.C.1.a and b of the Disposal Permit for failing to maintain the plumbing and wastewater disposal drains and/or failing to keep the Facility floors well drained and resulting in standing water on April 24, 2023, August 15, 2023, October 26, 2023, November 7, 2023, and through the date of execution of this Consent Order; and (4) Part IV.D of the Disposal Permit for failing to operate and maintain its trona storage and handling area in accordance with its Stormwater Pollution Prevention Plan resulting in conditions likely to cause air, land, and water pollution on October 25 and 26, 2023, November 7, 2023, and November 28, 2023 through the date of execution of this Consent Order and any subsequent trona storage or handling violation within the terms of the Plan for Compliance established herein.

XII. PERSONS BOUND BY THIS ORDER

31. This Consent Order shall not be construed to create any rights in persons other than the Department, CBE, CBE's successors, assigns, trustees, receivers, and upon all persons acting on behalf of CBE, as well as upon subsequent purchasers of the Facility.

32. During the period when this Agreement is in effect, should CBE seek to transfer ownership or other interest in its business conducted on the site, then at least fifteen (15) days prior to any such transfer of ownership or other interest in the business, CBE shall provide written notice and a true copy of this Consent Order to its successors in interest and shall simultaneously notify

the Department by sending a letter, via certified mail, to: Andrew Grenzer, Land and Materials Administration, Maryland Department of the Environment, 1800 Washington Blvd., Baltimore, Maryland 21230. As a condition to any such transfer, CBE shall require its successors in interest to comply with the terms of this Order.

33. CBE shall ensure that its contractors, subcontractors, and consultants comply with this Consent Order.

XIII. MISCELLANEOUS PROVISIONS

34. Nothing in this Consent Order shall be construed as a waiver or limitation on the Department's right to pursue any remedies or sanctions available to the State for violations of this Consent Order or any other violations of State law, regulations, permits, or orders issued by the Department not expressly addressed in this Consent Order. Nothing in this Consent Order shall be construed to prevent the Department from taking direct action or ordering any additional corrective or other action it deems necessary to prevent or abate what it perceives to be a threat to public health, welfare or the environment to the extent otherwise authorized by State law.

35. It is expressly understood that this Consent Order pertains to the civil violation of Maryland's solid waste disposal laws expressly described herein. The Department has made no other promises or representations other than those contained in this Consent Order and has no authority over any criminal actions.

36. This Consent Order is not intended to be nor shall it be construed to be a permit.

37. This Consent Order does not and is not intended to create any rights, claims, or benefits for any third party. No third party shall have any legally enforceable rights, claims, or benefits under this Agreement, nor shall any third party have any rights to enforce the terms of this Agreement. No act of performance by CBE or the Department, nor forbearance to enforce any

term of this Consent Order by the Department, shall be construed as creating any rights, claims, or benefits for any third party.

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

39. The terms of this Consent Order are binding on each of the Parties and shall be enforceable in the Maryland courts. In any action brought to enforce any term of this Consent Order, this Order shall be governed by and interpreted under the laws of the State of Maryland.

40. If a court issues an order that invalidates any provision of this Consent Order or finds that CBE has sufficient cause not to comply with one or more provisions of this Order, CBE shall remain bound to comply with all provisions of this Order not specifically invalidated or determined to be subject to a sufficient cause defense by the court's order. The Consent Order 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.

41. The Parties to this Consent Order recognize and acknowledge that the Department is required to report certain fines, penalties, and other amounts to the United States Internal Revenue Service pursuant to 26 U.S.C.A. § 6050X. CBE agrees to cooperate with the Department in meeting this reporting obligation, to promptly provide information requested by the Department associated therewith, and to complete the Information Form attached hereto as Attachment A. The Parties acknowledge that this Consent Order is not fully executed until a completed Attachment A is attached.

42. Penalty payments under this Consent Order pursuant to the Civil Penalty set forth in Paragraph 1 or the Stipulated Penalties set forth in Paragraph 17 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 CBE shall not deduct those penalties paid under this Consent Order when calculating their federal income tax.

43. 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 the Interim Procedures for Use of the Leased Parcels as set forth in Paragraphs 8 through 14 are restitution, remediation, or required to come into compliance with the law.

44. This Consent Order embodies the entire agreement between the parties. There are no promises, terms, conditions, or obligations referring to the subject matter of this Consent Order, other than those contained herein or incorporated by reference. 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 Consent Order.

45. The provisions of this Consent Order are severable and, should any provision be declared by a court of law to be invalid or unenforceable, the remainder shall continue in full force and effect between the parties to the maximum extent reasonable.

46. This Consent Order may not be modified except by written agreement of the Department and CBE.

47. This Consent Order has been freely negotiated by CBE and the Department and shall in all cases be construed as a whole, according to its fair meaning.

48. The date of execution of this Consent Order shall be the date upon which the Department has countersigned the Consent Order.

49. All payments and submissions required of CBE by this Consent Order shall be deemed to be effective upon mailing, or upon receipt by the Department, whichever is earlier.

50. This Consent Order shall remain in force and effect until all obligations and terms referred to herein have been completed or satisfied and any penalties, stipulated or otherwise, have been paid.

IT IS SO ORDERED, AGREED, AND CONSENTED TO:

FOR THE MARYLAND DEPARTMENT OF THE ENVIRONMENT:

12/22/23
Date

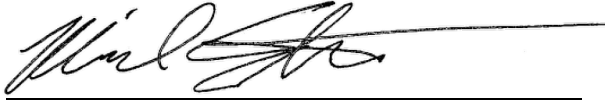
By: 
Tyler Abbott, Director
Land and Materials Administration

FOR CURTIS BAY ENERGY, LP

DEC. 21, 2023
Date

By: 
Charles Veniez,
President & Chief Executive Officer

Approved this 22nd of December 2023,
as to form and legal sufficiency.


Michael F. Strande
Assistant Attorney General

Attachment A
Information Form

Settling Party's Information:

Full Legal Name: Curtis Bay Energy, LP

Tax ID Number: 52-1592696

Address: 3200 Hawkins Point Road

City: Baltimore State: Maryland

Zip Code: 21226 Phone: (800) 772-5657

Court & Case Information:

Court/Jurisdiction: Maryland Department of Environment, Land and Materials Administration

Case Name/Caption: *Maryland Department of Environment v. Curtis Bay Energy, LP*

Case Number: **CO-24-SW-039**

Settlement Terms:¹

Amount to be paid as a penalty: \$132,500.00

Cost of remediation or restitution: None

Cost for compliance: \$677,000.00

Total: \$809,500.00

DEC. 22, 2023
Date

By: 
Title: President & CEO

¹ 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.