



Maryland

Department of
the Environment

Larry Hogan, Governor
Boyd K. Rutherford, Lt. Governor

Ben Grumbles, Secretary
Horacio Tablada, Deputy Secretary

DEC 20 2017

CERTIFIED MAIL

Baltimore Scrap Corporation
Old Fairfield LLC
David Simon
3000 Vera Street
Baltimore, MD 21226

RE: AI# 23058, Permit# 12SR0094
Settlement Agreement SA-18-2503

Dear Mr. Simon:

Enclosed please find the Settlement Agreement (SA-18-2503) between Blue Water Baltimore, Baltimore Scrap, Old Fairfield LLC, and the Maryland Department of the Environment (Department) in resolution of alleged violations of Maryland Environmental Article Title 9 during the time period of March 14, 2016 to the present at your property located at 3000 Vera Street Baltimore, Maryland 21226.

Also enclosed, please find an invoice for payment in the amount of \$50,000 due to the Maryland Department of the Environment. By the date on the enclosed invoice, please pay by single check or money order made payable to the Maryland Department of the Environment. You may also choose to make an on-line payment. The Maryland Department of the Environment offers the following invoice payment methods:

1. On-line payments- payments may be paid on-line using any major credit or debit card or direct checking. You will need to reference the invoice number for the invoice you want to pay as noted on the enclosed invoice. To process your payment on-line go to:

[HTTPS://EGOV.MARYLAND.GOV/MDE/INVOICE/](https://egov.maryland.gov/mde/invoice/)

2. By Mail – Please mail payments payable to the Maryland Department of the Environment to:

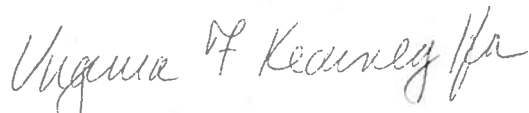
Maryland Department of the Environment
P.O. Box 2057
Baltimore, MD 21203-2057

David Simon AI# 23058

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To ensure proper credit, please include the invoice number on your check and submit the enclosed remittance copy along with your payment. Thank you for your cooperation towards the resolution of this matter. If you have any questions please do not hesitate to contact Mr. Harry Hunsicker, Program Manager, Compliance Program at (410) 537-3510 or by e-mail at harry.hunsicker@maryland.gov.

Sincerely,

A handwritten signature in cursive script, appearing to read "D. Lee Currey".

D. Lee Currey, Director
Water and Science Administration

DLC:kcb
Enclosure

cc: Angela Haren, Blue Water Baltimore
Sylvia Lam, Environmental Integrity Project
Rosewin Sweeney, Venable, LLP
Michael Strande, AAG, OAG



Maryland
Department of
the Environment

Larry Hogan
Governor
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Lieutenant Governor
Ben Grumbles
Secretary

INVOICE

BALTIMORE SCRAP CORPORATION/OLD FAIRFIELD, LLC.
ATTN: DAVID SIMON
3000 VERA STREET
BALTIMORE MD 21226

CUSTOMER NO.: 0SA182503 400

INVOICE NO	INVOICE DATE	DUE DATE	INVOICE AMOUNT
AC032001	12/20/17	01/19/18	\$50,000.00

ADDITIONAL COMMENTS: IN RESOLUTION OF ALLEGED VIOLATIONS OF MARYLAND ENVIRONMENTAL ARTICLE TITLE 9 AT BALTIMORE SCRAP FACILITY, LOCATED AT 3000 VERA STREET, BALTIMORE, MARYLAND 21226.

REFERENCE #: SA-18-2503 (SURFACE)

FOR QUESTIONS CALL: SHARON TALLEY, CHIEF, ENFORCEMENT DIVISION
COMPLIANCE PROGRAM (410) 537-3510

MARYLAND DEPARTMENT OF THE ENVIRONMENT OFFERS THE FOLLOWING PAYMENT OPTIONS:

***ON-LINE PAYMENTS - MAY BE MADE AT WWW.EGOV.MARYLAND.GOV/MDE/INVOICE/ USING ANY MAJOR CREDIT/DEBIT CARD OR DIRECT CHECKING. A PROCESSING FEE IS ADDED.

TO ENSURE PROPER CREDIT, PLEASE REFERENCE THE INVOICE NUMBER. IF PAYING BY MAIL, PLEASE PRINT THE INVOICE NUMBER ON YOUR CHECK AND INCLUDE THE ENCLOSED REMITTANCE COPY WITH YOUR PAYMENT.

NOTE: FAILURE TO PAY IN A TIMELY MANNER MAY RESULT IN REFERRAL TO THE CENTRAL COLLECTION UNIT OF THE DEPARTMENT OF BUDGET AND MANAGEMENT, IN WHICH CASE A 17% COLLECTION FEE WILL BE ADDED.

PCA: 13710 AGY/OBJ: 7545 SFX: 408 AGY/GL: 0544



Anywhere.
Anytime.
MDE Online!





Maryland
Department of
the Environment

Larry Hogan
Governor
Boyd Rutherford
Lieutenant Governor
Ben Grumbles
Secretary

REMITTANCE COPY

BALTIMORE SCRAP CORPORATION/OLD FAIRFIELD, LLC.
ATTN: DAVID SIMON
3000 VERA STREET
BALTIMORE MD 21226

CUSTOMER NO.: OSA182503 400

CUR DOC NO./SFX	AMOUNT
AC032001 408	\$50,000.00
TOTAL INVOICE	\$50,000.00
DUE DATE :	01/19/18

-----PLEASE RETURN THIS REMITTANCE COPY WITH YOUR PAYMENT-----



*Anywhere.
Anytime.
MDE Online!*



IN THE MATTER OF:
BALTIMORE SCRAP CORP.
1600 Carbon Avenue
Baltimore, Maryland 21226

* **BEFORE THE WATER AND**
* **SCIENCE ADMINISTRATION**
* **OF THE MARYLAND DEPARTMENT**
* **OF THE ENVIRONMENT**
*
* **MDE CASE No.:**
* **SA-18-2503**
*

SETTLEMENT AGREEMENT

This Settlement Agreement is made by and between the State of Maryland, Department of the Environment (the "Department"), Blue Water Baltimore, Inc. ("Blue Water Baltimore"), Baltimore Scrap Corp. ("BSC"), and Old Fairfield LLC ("OF"), to resolve certain alleged violations of the Water Pollution Control Act, Md. Code, § 9-301 *et seq.* of the Environment Article, and the federal Clean Water Act ("CWA"), 33 U.S.C. § 1251 *et seq.*, that the Department and/or Blue Water Baltimore may allege against BSC and OF (collectively, "BSC/OF").

STATUTORY AND REGULATORY AUTHORITY

Clean Water Act

WHEREAS, 33 U.S.C. § 1251 of the CWA establishes the federal statutory framework for the restoration and maintenance of the chemical, physical, and biological integrity of the Nation's waters; and

WHEREAS, 33 U.S.C. § 1342(a) of the CWA requires a person to hold a National Pollutant Discharge Elimination System ("NPDES") discharge permit before discharging any pollutant into navigable waters; and

WHEREAS, 33 U.S.C. § 1342(b) of the CWA authorizes the Administrator of the U.S. Environmental Protection Agency ("EPA") to delegate issuance of NPDES discharge permits to

states desiring to administer their own discharge permit programs so long as they meet the applicable criteria; and

WHEREAS, the EPA has delegated authority to the State of Maryland to administer its own discharge permit program and to issue and enforce NPDES permits for discharges into navigable waters within its jurisdiction; and

WHEREAS, 33 U.S.C. § 1319(d) of the CWA provides for civil penalties of up to \$37,500.00 per violation of any NPDES permit condition or limitation. Each day of violation constitutes a separate violation. 40 C.F.R. § 19.4; and

WHEREAS, 33 U.S.C. § 1365(a)(1) of the CWA grants citizens the authority to bring suit against "any person...alleged to be in violation" of an "effluent standard or limitation" established under the CWA and to seek penalties for such violations. "Effluent standard or limitations" means "an unlawful act under subsection (a) of section 1311 [,] ... an effluent limitation or other limitation under section 1311 or 1312 [,] ... [or] a permit or condition thereof issued under section 1342...." 33 U.S.C. § 1365(f). Accordingly, citizens may bring citizen suits to enjoin the discharge of pollutants without an NPDES permit or in violation of a NPDES permit, and may seek civil penalties for such violations; and

WHEREAS, pursuant to the CWA, a discharge composed entirely of stormwater is required to be covered by a NPDES permit if the discharge is associated with an industrial activity. 33 U.S.C. § 1342(p); 40 C.F.R. § 122.26(c). "Storm water discharge associated with industrial activity" is defined as "the discharge from any conveyance that is used for collecting and conveying storm water and that is directly related to manufacturing, processing or raw materials storage areas at an industrial plant." 40 C.F.R. § 122.26(b)(14). Facilities classified in Standard Industrial Classification ("SIC") 5093, which include recycling of materials at metal

scrapyards and automobile junkyards, are considered to be engaging in an industrial activity requiring a stormwater discharge permit. 40 C.F.R § 122.26(b)(14)(vi); and

Maryland Water Pollution Control Act

WHEREAS, §§ 1-301 and 9-322 through 9-342 of the Environment Article, Annotated Code of Maryland, charges the Department with the sole responsibility of enforcing Title 9, Subtitle 3, of the Environment Article, which governs water pollution; and

WHEREAS, § 9-322 of the Environment Article, Annotated Code of Maryland, prohibits the discharge of any pollutant into waters of the State unless the discharge is in compliance with the terms, conditions, and requirements of a discharge permit issued pursuant to Section 9-323 of the Environment Article, and the regulations promulgated thereunder; and

WHEREAS, § 9-323 of the Environment Article, Annotated Code of Maryland, requires a person to have a discharge permit issued by the Department before constructing, modifying, or operating an industrial or commercial facility or disposal system or any other outlet or establishment which could cause or increase the discharge of pollutants into waters of the State; and

WHEREAS, Code of Maryland Regulations ("COMAR") 26.08.04.01B(2) requires that a person have a discharge permit to construct, install, modify, extend, alter, or operate a system which may result in a discharge into waters of the State other than stormwater runoff not regulated by the CWA, its amendments, and regulations promulgated thereunder; and

WHEREAS, § 9-324 of the Environment Article, Annotated Code of Maryland, authorizes the Department to issue discharge permits if the discharge meets applicable state and federal water quality standards and effluent limits; and

WHEREAS, § 9-339 of the Environment Article, Annotated Code of Maryland, provides that a court shall grant injunctive relief, without the necessity of showing a lack of adequate remedy at law, upon a showing that a person is violating a provision of Title 9, Subtitle 3; and

WHEREAS, § 9-342(a) of the Environment Article, Annotated Code of Maryland, provides that a person who violates any provision of Title 9, Subtitle 3, or any rule, regulation, order, or permit adopted or issued under Title 9, Subtitle 3 is liable for a civil penalty not exceeding \$10,000, to be collected in a civil action brought by the Department. Each day a violation occurs is a separate violation under Title 9, Subtitle 3; and

ALLEGED VIOLATIONS

WHEREAS, Baltimore Scrap Corp. ("BSC") is a for-profit corporation formed under the laws of the State of Maryland and in good standing; and

WHEREAS, BSC owns and operates a scrap metal recycling operation located at 1600 Carbon Avenue, Baltimore, Maryland 21226, and identified on Baltimore City Tax Map 25, Section 06, Block 7300, Lot 008, and at an adjoining, contiguous property located at 3000 Vera Street, Baltimore, Maryland 21226, and identified on Baltimore City Tax Map 25, Section 06, Block 7300, Lot 006 (collectively, the "Site"); and

WHEREAS, Old Fairfield LLC ("OF") is a limited liability company formed under the laws of the State of Maryland and in good standing; and

WHEREAS, OF is the record owner of the property located at 1600 Carbon Avenue, Baltimore, Maryland 21226, and identified on Baltimore City Tax Map 25, Section 06, Block 7300, Lot 008, and an adjoining, contiguous property located at 3000 Vera Street, Baltimore, Maryland 21226, and identified on Baltimore City Tax Map 25, Section 06, Block 7300, Lot 006 (collectively, the "Site"); and

WHEREAS, as part of its recycling operations, BSC accepts at the Site scrap metal, including scrap automobiles, which BSC processes for resale using a heavy duty auto shredder, mobile shears, and a cutting torch. The scrap metal is stockpiled on Site prior to processing. BSC's recycling operations produce ferrous metal, non ferrous metal, and auto shredder residue, each of which are separated and stockpiled on site prior to resale; and

WHEREAS, on information and belief, BSC has continuously conducted its scrap metal recycling operations at the Site since at least 1991;¹ and

WHEREAS, stormwater which falls on or runs through the Site is discharged into the Baltimore Harbor and the greater Patapsco River Mesohaline Tidal Segment of the Chesapeake Bay, which are navigable waters of the State and the United States and are impaired for, among other things, metals, nutrients, and sediment; and

WHEREAS, pursuant to its delegated authority under the CWA and § 9-324 of the Environment Article, the Department issued the General Discharge Permit for Stormwater Discharges Associated with Industrial Activity, State Discharge Permit No. 02-SW and NPDES Permit No. MDR0000, effective December 1, 2002; and

WHEREAS, BSC was previously authorized to discharge stormwater associated with its scrap metal recycling operations on the Site pursuant to State Discharge Permit No. 02-SW and NPDES Permit No. MDR0000; and

WHEREAS, pursuant to § 9-324 of the Environment Article and its delegated authority under the CWA, the Department issued the General Discharge Permit for Stormwater Discharges Associated with Industrial Activity, State Discharge Permit No. 12-SW and NPDES Permit No. MDR0000 ("General Permit"), effective January 1, 2014. The General Permit provides that an

¹ The Site was originally operated by Brooklyn Salvage Corp., an entity incorporated under the laws of Maryland on January 3, 1991. Brooklyn Salvage Corp. name was changed to Baltimore Scrap Corp. on September 22, 1993.

existing discharger who was in operation as of January 2014, who was previously authorized for coverage under State Discharge Permit No. 02-SW and NPDES Permit No. MDR0000, and who is subject to the Chesapeake Bay Restoration Requirements of the General Permit must seek coverage under the General Permit by January 1, 2015; and

WHEREAS, in order to be covered by the General Permit, a discharger must submit to the Department a Notice of Intent ("NOI") that identifies the nature of the stormwater discharge at the facility and informs the Department of the discharger's intent to comply with the terms and conditions of the General Permit. Upon review and approval of the NOI, including payment of the required fee, the facility is authorized to discharge stormwater subject to the provisions of the General Permit. Coverage under the General Permit constitutes both a State discharge permit and an NPDES permit; and

WHEREAS, on November 19, 2014, BSC and OF jointly submitted to the Department an NOI for coverage under the General Permit. The Department accepted the NOI on January 12, 2015. As co-permittees, BSC and OF are jointly and severally responsible for compliance with the General Permit; and

WHEREAS, Part III.B. of the General Permit requires BSC/OF to select, design, install and implement control measures, including best management practices which are technologically available and economically practicable and achievable in light of best industry practice in order to meet certain non-numeric, technology-based effluent limits. Those effluent limits include: 1) reducing and/or eliminating exposure of processing and material storage areas to rain, snow, snowmelt and runoff; 2) reducing and/or eliminating erosion and sedimentation; 3) diverting, infiltrating, containing, reusing or otherwise reducing stormwater runoff; and 4) implementing good housekeeping and maintenance of all equipment and pollution control systems. In addition,

BSC/OF is subject to the requirements of Appendix D., Sector N of the General Permit, which include: 1) establishing training and inspection procedures with regard to inbound materials; 2) and performing quarterly monitoring of discharges to determine whether certain numerical benchmark parameters are being achieved in light of the facility's implemented best management practices. The discharge of visible oil sheen is strictly prohibited, and all discharges must be controlled as necessary to meet applicable water quality standards; and

WHEREAS, Part III.C. of the General Permit requires the permittee to document the design, selection, and implementation of control measures in a stormwater pollution prevention plan ("SWPPP"). The major components of the SWPPP are to 1) assess the site to determine routes and areas of drainage, locate unpermitted non-stormwater discharges, and identify potential sources of pollutants that may come into contact with stormwater, 2) identify all implemented control measures, including housekeeping, maintenance, process, monitoring, and inspection practices, 3) assign responsible individuals to continually oversee storm water protection efforts, and 4) perform reevaluations of the adequacy of the plan, and take additional control measures where necessary; and

WHEREAS, on March 14, 2016, Mr. Brenden Hogan, a Department Inspector, performed an unannounced inspection of the Site. During the inspection, Mr. Hogan was accompanied by Ms. Audrey Pleva, with the Department's Industrial and General Permit's Division, and Mr. James Effron, Safety Director for BSC and the employee identified in BSC/OF's SWPPP as the person responsible for control measure corrective action at the Site. During the inspection, Mr. Hogan observed various alleged violations of the General Permit and noted that the facility's SWPPP was not reflective of the actual practices occurring on the Site. In general, Mr. Hogan observed various operating conditions which failed to implement best management practices

designed to limit pollutants from being discharged with stormwater on the Site, and a general failure to perform housekeeping, maintenance of the installed controls, routine site inspections, or monitor the facility's discharge for compliance with the benchmark monitoring parameters. Mr. Hogan also observed discharges containing sediment and an oily sheen being discharged from the facility; and

WHEREAS, following the inspection, Mr. Hogan prepared an Inspection Report documenting the inspection findings. The Inspection Report also included various corrective actions which were required to bring the facility back into compliance with the Discharge Permit. A copy of the Inspection Report was sent to the facility; and

WHEREAS, on April 7, 2016, Mr. Hogan performed an unannounced follow-up inspection of the Site in order to obtain additional sampling of the facility's discharge. During the inspection, Mr. Hogan was accompanied by Ms. Shailaja Polasi, a Department Inspector, and Mr. Michael Lupco, BSC's Operations Manager for the facility. Samples were taken from Outfall 001 and Outfall 002, as identified on BSC/OF's SWPPP, in order to test for compliance with the General Permit. BSC/OF's contractor, Mr. Jeff Duszynski, from MicroBac Laboratories, obtained split samples with the Department for all samples except those taken for oil and grease. Following collection, Ms. Polasi transported the grab samples to ALS Environmental Laboratory for analysis. During the inspection, oil sheen runoff was observed in the drainage ditch that runs through the property and discharges through Outfall 002; and

WHEREAS, on or about April 21, 2016, ALS Environmental Laboratory reported the analytical results from the sampling which occurred during the April 7, 2016 inspection. The analytic testing results of the grab samples showed levels significantly above each of the benchmark parameters identified in the General Permit. In addition, the analytic testing results

showed the presence of oil and grease. A copy of the sampling results was provided to BSC/OF; and

WHEREAS, on May 6, 2016, Mr. Hogan performed an unannounced follow-up inspection of the Site. Mr. Hogan was accompanied by Mr. Effron during the inspection. During the inspection, Mr. Hogan observed various alleged violations of the General Permit, concluding that general operational conditions on the Site had remained unchanged since the March 14, 2016 inspection. Sediment laden runoff and oil sheen runoff were again observed leaving the Site. Mr. Effron explained that BSC/OF was working on various plans to improve the overall Site conditions and help prevent runoff of pollutants. Mr. Hogan took photographs of the observed Site conditions; and

WHEREAS, following the inspection, Mr. Hogan confirmed that BSC/OF had reported their benchmark monitoring results from the split samples collected during the April 7, 2016 inspection. According to the Discharge Monitoring Report submitted by BSC/OF, MicroBac Laboratories reported analytic results confirming that all benchmark parameters of the General Permit were exceeded at Outfall 001, except for TSS; and

WHEREAS, following the inspection, Mr. Hogan prepared an Inspection Report documenting the inspection findings. The Inspection Report also included various corrective actions which were required to bring the facility back into compliance with the Discharge Permit. A copy of the Inspection Report was sent to the facility; and

WHEREAS, on May 19, 2016, BSC/OF participated in a meeting with the Department to discuss conditions at the Site, including short term and long term corrective actions BSC/OF intended to implement to bring the facility into compliance with the General Permit; and

WHEREAS, by letter dated September 20, 2016, BSC/OF notified the Department of certain remedial actions it had taken to reduce stormwater exposure to sources of pollution, and reported that an engineering firm would be hired to design and obtain permitting for installation of additional long term solutions; and

WHEREAS, on September 27, 2016, the Department performed an unannounced compliance inspection of the Site. Mr. Hogan was accompanied by Mr. Anthony Enweze, Mr. Dean Bullis, and Ms. Ariane Kouamou-Nouba, from the Department. Facility representatives Mr. Effron and Mr. Mike Lupco accompanied the Department during the inspection. During the inspection, Mr. Hogan observed various improvements to the Site, including improved housekeeping and installation of new BMPs. However, Mr. Hogan observed alleged continued violations of the General Permit, including oil spillage comingling with stormwater. Mr. Hogan took photographs of the observed Site conditions and recommended further corrections; and

WHEREAS, while subsequent quarterly monitoring results show that the upgraded BMPs implemented by BSC/OF on and after September 2016 have reduced discharge levels for the monitored parameters, recent monitoring data shows continued exceedance of certain benchmark parameters contained in the Discharge Permit, necessitating additional upgrades to the Site; and

WHEREAS, on or about January 4, 2017, Blue Water Baltimore served on the Department and BSC/OF a notice of intent to sue pursuant to 33 U.S.C. § 1365(b) of the CWA; and

WHEREAS, based on the forgoing, the Department and Blue Water Baltimore have alleged that BSC/OF violated the Discharge Permit, §§ 9-322 and 9-323 of the Environment Article, Annotated Code of Maryland, and 33 U.S.C. § 1342(a) of the CWA by failing to:

- i. select, design, install and implement control measures, including best management practices, that are technologically available and economically practicable and achievable in light of best industry practice to minimize exposure of material processing and storage areas to rain, snow, and runoff;
- ii. implement good housekeeping practices;
- iii. prevent the discharge of visible oil sheen;
- iv. contain erosion and sediment runoff;
- v. conduct inspections of inbound materials;
- vi. fully implement a monitoring program, including quarterly visual observations, visual observations after stormwater events, benchmark monitoring, annual comprehensive site evaluation, and making necessary modification to the SWPPP where triggering conditions were discovered; and

WHEREAS, BSC/OF has implemented, and continues to implement, additional best management practices from January 4, 2016 through the date of execution of this Settlement Agreement. The Department and Blue Water Baltimore acknowledge that BSC/OF has taken steps to reduce the level of pollutants measured in the facility's discharge, but assert that additional best management practices need to be installed to achieve the benchmark parameters of the Discharge Permit; and

WHEREAS, the Department, Blue Water Baltimore, and BSC/OF agree that additional modification of the Site and BSC/OF's operations is necessary to improve and maintain stormwater management at the Site; and

WHEREAS, the Department, Blue Water Baltimore, BSC, and OF have mutually agreed to enter into this Settlement Agreement to resolve the past alleged violations described above and establish a schedule for the construction and implementation of Site upgrades; and

WHEREAS, it is expressly understood that this Agreement pertains to the civil violations alleged 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; and

NOW THEREFORE, in consideration of the foregoing and mutual agreements set forth herein, the Department, Blue Water Baltimore, BSC, and OF **AGREE** to, the following:

I. SITE IMPROVEMENT PLAN

1. Within 60 days of the effective date of this Settlement Agreement, BSC/OF shall develop and submit to the Department and Blue Water Baltimore, subject to the Department's approval, a plan for upgrading stormwater controls and/or implementing industry best management practices ("BMPs") designed to reduce or eliminate exposure of stormwater to each potential pollutant source at the Site such that the observations made in the Department's inspection reports and exceedances of the facility's benchmark monitoring parameters, are addressed ("Improvement Plan"). The Improvement Plan shall include a complete description of the scope of work and a construction schedule. Such schedule shall provide for specific milestones designed to ensure implementation of the Improvement Plan as expeditiously as practicable, including milestones by which full and complete applications must be submitted by BSC/OF to local and/or state authorities, pursuant to the deadlines set forth therein. BSC/OF agrees to provide any flow data used in developing the Improvement Plan to the Department and Blue Water Baltimore. Once approved by the Department, BSC/OF shall be obligated to

implement the Improvement Plan in accordance with its provisions. The Department may approve revisions to the approved Improvement Plan at the request of BSC/OF, following consultation with Blue Water Baltimore, where those revisions are requested in writing. Approval of the Improvement Plan shall not constitute a warranty that the Plan will ensure achievement of the benchmarks or future Discharge Permits, and if the approved Plan does not ultimately enable BSC/OF to achieve any Discharge Permit requirements, BSC/OF may be subject to additional enforcement actions or permit requirements.

II. BENCHMARK MONITORING

2. Beginning on the first day of the month following the execution of this Settlement Agreement, BSC/OF shall begin sampling discharges for each of the benchmark parameters included in the General Permit, and for Oil and Grease (Hexane) using EPA Method 1664B (except as otherwise provided by Paragraph 4 with regard to Inlet 08) and total and dissolved metals, at least once per month, provided there is a measurable storm event as defined in Part V.C.3 of the General Permit during BSC's hours of operation, except that the increased sampling regime provided for by this Paragraph shall not apply/continue for any benchmark parameter which BSC/OF demonstrates has been achieved (as measured on an annual average using data submitted through Net DMR) at a particular monitoring location prior to March 31, 2018. Where the four-quarter average sampling for a parameter falls below the benchmark value at a certain outfall by March 31, 2018, BSC/OF shall be considered to have made its Initial Demonstration pursuant to Paragraph 6 and shall begin the "Continued Monitoring Period" sampling pursuant to Paragraph 8. All sampling shall occur using the methods required by the General Permit. To the extent possible, BSC/OF shall provide the Department with notice via e-mail to harry.hunsicker@maryland.gov and kevin.weis@maryland.gov the day before sampling is

anticipated and offer the Department the opportunity to collect split samples. For parameters that are not below the benchmark by March 31, 2018, BSC/OF may decrease the frequency of sampling to once per quarter for any parameter following six (6) consecutive sampling results from the same or comparable sampling location (consistent with Paragraph 3) which do not show an exceedance of that parameter. For total copper, lead, and zinc, the benchmark parameters shall be adjusted for hardness to 0.0332, 0.262, and 0.26 respectively, in accordance with Appendix C of the General Permit. In the event there is no measureable storm event during BSC's operating hours during a monthly monitoring period, or if conditions make it infeasible to sample during a measurable storm event, BSC/OF shall provide documentation of the basis for its failure to sample to the Department and Blue Water Baltimore within thirty (30) days from the date the required sampling period ends. BSC/OF may be excused for its failure to sample under the force majeure provisions of Section XI of this Settlement Agreement.

3. Unless mutually agreed upon by the parties, sampling pursuant to Paragraph 2 shall occur at the following locations:

- a. Outfall 001 identified on BSC/OF's current SWPPP (updated May 2017);
- b. Outfall 002 identified on BSC/OF's current SWPPP (updated May 2017).
- c. Inlet 08 identified on BSC/OF's current SWPPP (updated May 2017).

In the event sampling locations are relocated, all averaging and compliance periods shall continue without alteration unless prior and revised sampling results are determined by the Department to be incomparable.

4. BSC/OF shall implement the following sampling program at Inlet 08 during implementation of the Improvement Plan. Within thirty (30) days of execution of this Settlement Agreement, BSC/OF shall install a length of flexible plastic tubing for the collection of water

samples to be analyzed in accordance with Paragraph 2, except that sampling from Inlet 08 shall not include testing for Oil and Grease (Hexane). The plastic tubing shall be made from either polyethylene, fluoropolymer, or Teflon, as approved by 40 CFR Part 136 Table II for the collection of samples for total recoverable metals, COD, and TSS testing. One end of the flexible tubing shall be routed through the inlet filter overflow and attached to the bottom of the lateral pipe exiting Inlet 08 at a predetermined distance off the bottom of the pipe, as approved by the Department, and facing upstream. The opposite end of the tubing shall be secured to the yard blocks surrounding Inlet 08 and then capped to prevent intrusion of contaminants during non-use. Multiple sampling tubes may be installed at one time, provided each line is capped during non-use. When collecting a sample during a measurable storm event, a peristaltic pump shall be used to draw a sample of stormwater from Inlet 08 through the tubing for collection in an EPA approved sampling receptacle ("sampling event"). During a sampling event, water shall be drawn through the tubing and discharged back to the Inlet for one (1) minute prior to collecting the sample to ensure any residual contaminants/water in the tubing is purged before the sample is collected. Following a sampling event, BSC/OF shall remove and discard the previously used flexible tubing, and, if necessary, replace the length with new tubing prior to the next sampling event. BSC/OF shall also perform and document the results of a visual inspection for oil sheen entering Inlet 08 at the time of each sample collection. In addition, BSC/OF shall also collect, preserve, and test an analyte free water sample (i.e. field blank) during two sampling events separated by at least six months, to assess the presence of contamination from field conditions during sampling. BSC/OF may cease sampling at Inlet 08 once the flow is redirected to a Department approved treatment system.

5. BSC/OF shall submit to the Department and Blue Water Baltimore the analytical results of each sample required by Paragraphs 2, 3, and 4 no later than thirty (30) days from the date the sampling occurs or no later than ten (10) days after receiving the analytical results from BSC/OF's laboratory, whichever is earlier. In addition, BSC/OF shall enter into Net DMR each quarter a benchmark parameter result derived as an average of each sample taken from the corresponding sample location during the calendar quarter, and indicate in the Net DMR system that the entry is an analytical average, with each individual test result included as an attachment.

6. Notwithstanding the requirements of Paragraph 5, the achievement of the benchmark parameters and Oil and Grease (Hexane) parameter, for purposes of this Settlement Agreement, shall be demonstrated using the mathematical average of all samples taken pursuant to the monitoring program required by Paragraph 2 during a consecutive twelve (12) month period ("Initial Demonstration Period").

7. BSC/OF shall demonstrate achievement of the benchmark parameters and the Oil and Grease parameter at each outfall within 12 months of completing the improvements to that outfall as required by the terms of the approved Improvement Plan and in accordance with all deadlines set forth in the plan ("Initial Demonstration Period"). If BSC/OF fails to demonstrate achievement of the benchmark parameters and the Oil and Grease (Hexane) parameter within 12 months of the timely completion of improvements at an outfall, BSC/OF shall be subject to the stipulated penalties of Paragraph 18(g) unless it submits revisions to its Improvement Plan to Blue Water Baltimore and the Department for Department review and approval and implements additional improvements in accordance with the Department-approved deadlines. If sampling during the Initial Demonstration Period shows the continued exceedance of a benchmark parameter or the exceedance of the Oil and Grease parameter, the monitoring program shall

continue for that parameter, with compliance being determined each quarter on a rolling, annual basis until the mathematical average of all samples taken and reported through NetDMR during the previous twelve (12) month period for that parameter falls below the parameter limit. In the event that the Department determines BSC/OF is unable to achieve any parameter within 12 months of the full implementation of the Improvement Plan required by Paragraph 1, or sooner if the Department determines that such parameter will not be achievable within a 12 month timeframe, the Department shall evaluate whether additional control measures, including the installation of additional BMPs, are technologically available and economically practicable and achievable in light of best industry practice, or if the Facility should be subject to an Individual Permit.

8. Once BSC/OF demonstrates achievement of a particular parameter (either before March 31, 2018 or pursuant to Paragraph 6, BSC/OF agrees to continue monitoring that parameter at the applicable monitoring location for an additional year, sampling at least once per quarter ("Continued Monitoring Period"). However, if the mathematical average of all samples taken during the Continued Monitoring Period exceed the previously achieved benchmark parameter, BSC/OF shall not be subject to stipulated penalties, nor shall the Department or Blue Water Baltimore be prohibited by this Agreement from bringing any enforcement action for those results as otherwise authorized at law.

III. RESPONSIBILITY FOR CONSTRUCTION

9. Notwithstanding the use of consultants or contractors in planning and implementing any improvement to the Site, BSC/OF shall be responsible for the satisfactory completion of all work under this Settlement Agreement. "Satisfactory completion" means

completion of all work in accordance with all work plans, specifications, construction permits, and State and federal laws and regulations.

IV. RESTORATION REQUIREMENT

10. By December 31, 2017, BSC/OF shall submit to the Department a plan to implement the restoration of 20% of the untreated impervious surface area either at the facility or offsite pursuant to Part III.A. of the General Permit ("Impervious Area Restoration Plan") and will provide a copy of the plan to Blue Water Baltimore. BSC/OF shall recalculate the amount of impervious surface subject to the requirement based on any applicable Site improvements to be implemented under the Improvement Plan and documented in the revised SWPPP. BSC/OF's submittal shall include a schedule of construction, including specific milestone dates to ensure the completion of the restoration requirement by December 31, 2019, in accordance with the General Permit. BSC/OF shall be responsible for implementing the restoration in accordance with the submitted sequence of construction and associated milestone deadlines included in the Impervious Area Restoration Plan. BSC/OF shall notify the Department within thirty days (30) of completion of each requirement, including any milestones, under the Restoration Plan.

V. SUBMITTAL OF DOCUMENTS

11. Within thirty (30) days of the end of each calendar quarter during performance of Paragraphs 1 through 8 of this Agreement, BSC/OF shall submit to the Department and Blue Water Baltimore, a copy of the SWPPP identifying any newly installed BMP or other changes to the SWPPP. BSC/OF may choose to submit updated pages or sections of an updated SWPPP that clearly identify any changes to the previous SWPPP, instead of an entire copy of a revised SWPPP; however, BSC/OF shall submit a complete copy of the revised SWPPP, which clearly identifies changes from the previous SWPPP, within twenty one (21) days upon written request

by either the Department or Blue Water Baltimore. To the extent BSC/OF does not make any changes to the SWPPP in a calendar quarter, BSC/OF may alternatively notify the Department and Blue Water Baltimore that no changes to the SWPPP have been made.

12. Within thirty (30) days of the end of each calendar quarter during performance of Paragraphs 1 through 8 of this Agreement, BSC/OF shall submit to the Department and Blue Water Baltimore documentation of any quarterly facility inspection, annual site evaluation, or quarterly rainfall inspection which has been performed and documented in accordance with the Discharge Permit's requirements.

13. The requirements of Paragraphs 11 and 12 shall continue until BSC/OF has demonstrated achievement of each parameter pursuant to Paragraph 2 or 6, and 7.

VI. CONTINUING OBLIGATION

14. This Settlement Agreement is intended to allow the construction and implementation of additional BMPs designed to reduce and/or eliminate exposure of stormwater to potential pollutant sources at the Site. BSC/OF's obligations under this Settlement Agreement shall continue from the date of execution of this Settlement Agreement until construction and implementation of the Improvement Plan and completion of all monitoring required under the Initial Demonstration and Continued Monitoring Periods, in accordance with this Settlement Agreement.

VII. PENALTY

15. Within thirty (30) calendar days of entry of this Settlement Agreement, BSC/OF shall pay to the Department a civil penalty in the amount of Fifty Thousand dollars (\$50,000).

16. BSC/OF shall mail to the Maryland Department of the Environment, Fiscal Services Division, Cash Receipts/Advances Unit, P.O. Box 2057, Baltimore, Maryland 21203-

2057 a single check for the above-referenced amount, payable to the Maryland Clean Water Fund. The following shall be noted on the check: PCA 13710, Object 7545, SFX408. A copy of the check shall be mailed to: Michael F. Strande, Assistant Attorney General, Maryland Department of the Environment, 1800 Washington Boulevard, Suite 6048, Baltimore, Maryland 21230.

17. BSC/OF shall not deduct any payments made under this Settlement Agreement pursuant to this Section or Section VIII (Stipulated Penalties) in calculating federal tax, as they are penalties within the meaning of § 162(f) of the Internal Revenue Code, 26 U.S.C. § 162(f), and are not tax deductible expenditures for purposes of federal law. In addition, BSC/OF shall not deduct any payments made under this Settlement Agreement pursuant to this Section or Section VIII (Stipulated Penalties) in calculating its State or local income tax.

VIII. STIPULATED PENALTIES

18. BSC/OF shall pay upon written demand by the Department, a stipulated civil penalty to the Maryland Department of the Environment "Clean Water Fund" in accordance with the following criteria:

- a. If BSC/OF fails to timely submit any document required by Paragraphs 1, 11, or 12, BSC/OF shall pay a stipulated penalty of One Hundred Dollars (\$100) per day for each day beyond the submittal deadline until the document is submitted.
- b. If BSC/OF fails to perform the monitoring for any parameter, as required by Paragraphs 2 and 3, BSC/OF shall pay a stipulated penalty of Five Hundred Dollars (\$500) for each missed sample, unless it provides documentation that there was no measurable storm event during operating

hours during the monitoring period and/or conditions made it infeasible to sample during a measurable storm event during the sampling period such that a force majeure has occurred.

- c. If BSC/OF fails to timely submit any monitoring results, as required by Paragraph 5, BSC/OF shall pay a stipulated penalty of Fifty Dollars (\$50) per day for each day beyond the submittal deadline until the result is submitted.
- d. If BSC/OF fails to meet the schedule of the Improvement Plan, including any deadlines, BSC/OF shall pay a stipulated penalty of Two Hundred Fifty Dollars (\$250) for each day beyond the milestone deadline until the milestone is achieved.
- e. If BSC/OF fails to timely submit a Impervious Area Restoration Plan, as required by Paragraph 10, BSC/OF shall pay a stipulated penalty of Fifty Dollars (\$50) per day for each day beyond the submittal deadline until the plan is submitted.
- f. If BSC/OF fails to meet the construction schedule, including any milestone requirement, of the Impervious Area Restoration Plan, BSC/OF shall pay a stipulated penalty of One Hundred Dollars (\$100) for each day beyond the date required by the approved construction schedule until the requirement is met.
- g. If BSC/OF exceeds the benchmark parameters or Oil and Grease (Hexane) parameter at any of the monitoring points, as demonstrated in accordance

with Paragraph 6 and 7, BSC/OF shall pay a stipulated penalty in accordance with the following schedule and with Paragraph 20:

Monitoring Parameter	Exceedance Range (mg/l)	Stipulated Penalty
Oil and Grease	Greater than 15	\$500
Chemical Oxygen Demand	121 to 240	\$250
	Greater than 240	\$2,750
Total Suspended	101 to 200	\$250
	Greater than 200	\$2,750
Total Aluminum	0.76 to 1.52	\$250
	Greater than 1.52	\$2,750
Total Iron	1.1 to 2.0	\$250
	Greater than 2.0	\$2,750
Total Lead	0.263 to 0.524	\$250
	Greater than 0.524	\$2,750
Total Zinc	0.27 to 0.52	\$250
	Greater than 0.52	\$2,750
Total Copper	0.034 to 0.066	\$250
	Greater than 0.066	\$2,750

19. All stipulated penalties shall be due and shall be payable in accordance with the instructions of Paragraph 21 unless BSC/OF contests that a violation has occurred. BSC/OF agrees not to contest the amount of the penalty but reserves the right to contest whether a violation has occurred, except that BSC/OF shall waive its right to contest whether a violation has occurred if they have self-reported such violation on any Discharge Monitoring Report, or sampling analysis report submitted to the Department. Neither demand for, nor payment of,

stipulated penalties under Paragraph 18 shall be construed as an election of a remedy or other limitation on the Department's discretion to seek any form of injunctive relief available to it under the Environment Article for violations of this Settlement Agreement, or as an admission of a violation by BSC/OF. Nothing in this Settlement Agreement shall be construed to limit the Department's discretion to seek, in lieu of stipulated penalties, civil or administrative penalties and any form of injunctive relief available to it under the Environment Article for violations of this Settlement Agreement. The absence of stipulated penalties for a violation of this Settlement Agreement shall not be construed to limit in any way the Department's discretion to seek civil or administrative penalties, any form of injunctive relief, or any other right, remedy or sanctions available to it for violations of the Settlement Agreement, or for any other violation of State law not expressly addressed in the Agreement in this action.

20. All stipulated penalties shall accrue on the day after the performance is due, and shall continue to accrue in that calendar year until performance is satisfactorily completed, or on the first day following any 12-month averaging period in which a parameter is calculated pursuant to Paragraph 6. Nothing in this Settlement Agreement shall prevent the simultaneous accrual of separate stipulated penalties for separate violations of this Settlement Agreement, except that BSC/OF shall not be liable for more than one exceedance of each parameter during a rolling 12-month averaging period where the same parameter is exceeded at more than one monitoring location during that averaging period. In such scenario, the stipulated penalty due for an exceedance of any particular parameter shall be calculated using the highest average discharge for that parameter, as monitored at any of the monitoring locations for the averaging period.

21. All stipulated penalties due pursuant to this Settlement Agreement shall be paid to the Maryland Department of the Environment "Clean Water Fund", in care of the Maryland Department of the Environment, Fiscal Services Division, Cash Receipts/Advance Unit, P.O. Box 2057, Baltimore, Maryland 21203. Payments shall be made by check or money order for the entire amount due, within thirty (30) calendar days of written notification by the Department.

22. The Department may, in its sole discretion, reduce or waive a stipulated penalty if it determines such action is appropriate.

IX. PAYMENT OF ATTORNEY'S FEES

23. Within thirty (30) calendar days of entry of this Settlement Agreement, BSC/OF shall pay to the Environmental Integrity Project, Blue Water Baltimore's attorney, attorney's fees in the amount of Twenty Two Thousand and Five Hundred (\$22,500). BSC/OF shall mail a single check payable for that amount to The Environmental Integrity Project, 1000 Vermont Avenue, Suite 1100, Washington, DC 20005.

X. RIGHT OF ENTRY

24. BSC/OF shall allow authorized representatives of the Department to enter the Facility 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 BSC/OF is in compliance with this Settlement Agreement and State or federal law. Upon request of the Department, BSC/OF shall provide the Department with access to any records or information that may be related to the Facility, this Agreement, or BSC/OF'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.

XI. FORCE MAJEURE

25. BSC/OF's obligation to meet any requirement set forth in this Settlement Agreement may be excused by the Department to the extent that such a delay is beyond the reasonable control of and without the fault of BSC/OF. Circumstances beyond the reasonable control of BSC/OF include acts of God; war; riot; civil commotion; sabotage; illegal Federal, State, or local failure to grant any required permit; the failure of an approving authority to grant a required permit or approval within 3 months of receipt of a complete application; strike or other labor action; fire; flood; epidemic; quarantine restriction; or embargo; or any other similar event not within the reasonable control of BSC/OF (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.

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

27. If BSC/OF establishes to the Department's satisfaction that it has been delayed in the implementation of any obligation under this Settlement Agreement 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.

XII. DELAY

28. If any event occurs which causes, or which BSC/OF reasonably expects to cause, a delay in the achievement of any requirement or milestone date imposed by this Settlement

Agreement, BSC/OF 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 BSC/OF to prevent or minimize the delay and an estimate of the date by which such measures will be completed. BSC/OF shall promptly implement all reasonable measures to prevent or minimize any such delay and to comply with all requirements of the Settlement Agreement as soon as reasonably possible. BSC/OF 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 and following consultation with Blue Water Baltimore, grant an extension upon such a request by notifying BSC/OF and Blue Water Baltimore 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.

XII. BLUE WATER BALTIMORE'S RIGHTS TO ENFORCE

29.

- a. BSC/OF and Blue Water Baltimore agree that a material breach exists where BSC/OF fails to pay attorney's fees required by Paragraph 23.
- b. Unless BSC/OF is excused by the Department under Section XI or XII, Blue Water Baltimore may sue for breach of contract under Maryland law if BSC/OF fails to:
 - i. Meet a deliverable subject to a stipulated penalty, excluding deliverables related to achieving benchmark parameters, beyond 60 days of the deliverable date;
 - ii. Perform required sampling and monitoring; or

- iii. Achieve a benchmark parameter under the terms of this Settlement Agreement unless the Department has determined in writing that additional control measures, including BMPs, to achieve benchmark parameters are technologically unavailable and/or economically impracticable and unachievable in light of best industry practices.

For any breach identified in this Paragraph, Blue Water Baltimore shall have the right to seek any and all legal or equitable remedies that may be available under Maryland contract law, including seeking injunctive or declaratory relief. This Paragraph governs and constitutes Blue Water Baltimore's sole rights under this Settlement Agreement for failure to perform.

XIV. PERSONS BOUND BY AGREEMENT

30. This Settlement Agreement shall be binding upon the Department, Blue Water Baltimore, and BSC/OF, and their respective agents, employees, successors and assigns. The work required to be performed hereunder by BSC/OF, its successors and assigns, officers, directors, employees, agents, independent contractors, contractors, subcontractors, and consultants ("Representatives") shall be carried out in accordance with the requirements of this Settlement Agreement, and each party shall be responsible for the failure of its Representatives to do so. No representatives shall be liable for the obligations contained in this Settlement Agreement.

XV. RELEASE

31. Once all obligations and terms of this Settlement Agreement have been completed or satisfied, this Settlement Agreement releases, resolves, and settles any civil claims that the Department and Blue Water Baltimore may have under the Clean Water Act

or Title 9 of the Environment Article and their implementing regulations and under the terms of the Discharge Permit for the violations alleged in this Settlement Agreement. This release includes the resolution of civil liability for the following alleged violations at this Facility since January 1, 2014 through the date of execution of this Settlement Agreement:

- a. Select, design, install and implement control measures, including best management practices, that are technologically available and economically practicable and achievable in light of best industry practice to minimize exposure of material processing and storage areas to rain, snow, and runoff;
- b. Implement good housekeeping practices;
- c. Contain erosion and sediment runoff;
- d. Discharge of visible oil sheen;
- e. Conduct inspections of inbound materials; and
- f. Fully implement a monitoring program, including quarterly visual observations, visual observations after stormwater events, benchmark monitoring, annual comprehensive site evaluation, and making necessary modification to the SWPPP where triggering conditions were discovered.

XVI. NO ADMISSIONS OR WAIVERS

32. Nothing contained herein shall constitute a waiver of the rights of the Department to proceed in an administrative or civil action for violations of the terms of this Settlement Agreement or any other violations of Maryland law not alleged in this Settlement Agreement. Nor shall anything set forth in this Settlement Agreement be deemed to be a waiver of BSC/OF's right to contest such proceedings by the Department. Nothing in this Settlement Agreement shall

be construed to relieve BSC/OF of any violations or obligations under laws and regulations promulgated or enforced by State, local, municipal, or federal entities.

33. Nothing in this Settlement Agreement shall be construed to limit any authority of the Department to issue any orders, enforce any applicable permits, or to take any action it deems necessary to protect the public health or comfort, or to limit any authority the Department now has or may hereafter be delegated, or as a waiver of BSC/OF's obligation to comply with the Discharge Permit. The Department's approval of plans and specifications pursuant to this Settlement Agreement does not in any way warrant that the plans and specifications will be successful in controlling water pollution or reducing permit violations.

34. Neither BSC/OF's execution and compliance with this Settlement Agreement nor payment of any penalty pursuant to Section VII (Penalty) or Section VIII (Stipulated Penalties) shall constitute an admission or adjudication of liability or fact with regard to the violations alleged in this Agreement.

XVII. SUBSEQUENT MODIFICATION

35. This Settlement Agreement contains the entire agreement of the Parties and shall not be modified by any prior oral or written agreement, representation, or understanding. This Settlement Agreement may not be modified except by written agreement of the Department, Blue Water Baltimore, and BSC/OF.

XVIII. SEVERABILITY

36. If any provision or authority of this Settlement Agreement or the application of this Settlement Agreement 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 Settlement Agreement shall not be affected thereby and shall remain in full force.

XIX. TRANSFER OF OWNERSHIP

37. The transfer of ownership or other interest in the Facility shall not alter or relieve the BSC/OF of its obligation to comply with all of the terms of this Settlement Agreement unless (a) the transferee agrees to undertake any unperformed obligations required under this Agreement and be substituted for BSC/OF as a party under the Settlement Agreement and be bound by the terms thereof, and (b) the Department consents to relieve BSC/OF of its obligations, which consent shall not be unreasonably withheld. In the event that the Department consents, the transferee shall be made a party to this Settlement Agreement, without the need for Blue Water Baltimore's consent. At least thirty (30) days prior to the transfer of ownership or other interest in the Facility, BSC/OF shall provide a copy of this Settlement Agreement to the proposed transferee and simultaneously provide written notice of the prospective transfer, together with a copy of the provisions of the proposed written agreement pertaining to the successor entity's assumption of responsibilities under this Agreement, to the Department and Blue Water Baltimore.

XX. NOTIFICATION

38. Unless otherwise specified, all reports, correspondence, notifications, or other submissions relating to or required under this Settlement Agreement shall be in writing and be sent to the following. It is agreed that direct communications are allowed between technical consultants for BSC/OF and technical staff of the Department and Blue Water Baltimore regarding the development of the Improvement Plan, the Impervious Area Restoration Plan, and revisions to the SWPPP.

For the Department:

Chief, Enforcement Division
Compliance Program
Water Management Administration
Maryland Department of the Environment
1800 Washington Boulevard
Baltimore, Maryland 21230

For Blue Water Baltimore:

Angela Haren
Director of Advocacy and Baltimore Harbor Keeper
Blue Water Baltimore
2631 Sisson Street
Baltimore, Maryland 21211

and

Sylvia Lam
Attorney
Environmental Integrity Project
1000 Vermont Avenue, NW
Suite 1100
Washington, DC 20005

For BSC/OF

David Simon
3000 Vera Street
Baltimore, Maryland 21226

and

Rosewin Sweeney
Venable, LLP
750 E. Pratt Street
Baltimore, Maryland 21202

XXI. GENERAL PROVISIONS

39. This Settlement Agreement shall be binding upon the Parties and any respective successors and assigns, and shall be enforceable in the Maryland courts. This Settlement Agreement shall be governed by and interpreted under the laws of the State of Maryland.

40. The terms of this Settlement Agreement are contractual and not mere recitals.

41. This Settlement Agreement has been negotiated freely by the Department, Blue Water Baltimore, and BSC/OF and shall in all cases be construed as a whole, according to its fair meaning and not strictly for or against the Department, Blue Water Baltimore, or BSC/OF.

42. This Settlement Agreement shall be effective upon the date the last party signs the Settlement Agreement. This Settlement Agreement may be executed in several counterparts, each of which may be deemed an original, and all of such counterparts together shall constitute one and the same instrument. For the purposes of this Settlement Agreement, signatures delivered by facsimile or other electronic means shall be as binding as originals upon the parties so signing.

43. This Settlement Agreement shall terminate upon: a) full performance of their obligations under the agreement; or b) a determination by the Department that the installation of additional control measures, including BMPs, is not technologically available and economically practicable and achievable in light of best industry practice.

IT IS SO AGREED:

FOR BALTIMORE SCRAP CORP.

12/14/17
Date _____



David Simon, President

Signature Page for Settlement Agreement between:
Maryland Department of the Environment and Baltimore Scrap Corp., et al.

FOR OLD FAIRFIELD LLC

12/14/17
Date


David Simon, Manager

FOR BLUE WATER BALTIMORE

Date

Angela Haren, Director of Advocacy and
Baltimore Harbor Waterkeeper

Mary Greene, Deputy Director
Sylvia Lam, Attorney
Environmental Integrity Project
Counsel for Blue Water Baltimore

FOR MARYLAND DEPARTMENT OF THE ENVIRONMENT

Date



Lee Currey, Acting Director
Water Management Administration

Approved this ____ day of _____ 2017,
As to form and legal sufficiency.

Michael F. Strande
Assistant Attorney General

Signature Page for Settlement Agreement between:
Maryland Department of the Environment and Baltimore Scrap Corp., et al.


FOR OLD FAIRFIELD LLC


12/14/17
Date


David Simon, Manager

FOR BLUE WATER BALTIMORE

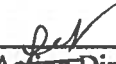
Date


Angela Haren, Director of Advocacy and
Baltimore Harbor Waterkeeper


Mary Greene, Deputy Director
Sylvia Lam, Attorney
Environmental Integrity Project
Counsel for Blue Water Baltimore

FOR MARYLAND DEPARTMENT OF THE ENVIRONMENT

Date


Lee Currey, Acting Director
Water Management Administration

Approved this ____ day of _____ 2017,
As to form and legal sufficiency.

Michael F. Strande
Assistant Attorney General

Signature Page for Settlement Agreement between:
Maryland Department of the Environment and Baltimore Scrap Corp., et al.

FOR OLD FAIRFIELD LLC

Date

David Simon, Manager

FOR BLUE WATER BALTIMORE

Date

Angela Haren, Director of Advocacy and
Baltimore Harbor Waterkeeper

Mary Greene, Deputy Director
Sylvia Lam, Attorney
Environmental Integrity Project
Counsel for Blue Water Baltimore


FOR MARYLAND DEPARTMENT OF THE ENVIRONMENT

Date



Lee Currey, Acting Director
Water Management Administration

Approved this 14th day of December 2017,
As to form and legal sufficiency.



Michael F. Strande
Assistant Attorney General