

**MARYLAND DEPARTMENT  
OF THE ENVIRONMENT,**

**Plaintiff,**

**v.**

**WEST COAST MUSHROOMS, LLC,  
631 Ebenezer Church Road  
Rising Sun, MD 21911**

**Defendant.**

\* **BEFORE AN**  
\*  
\* **ADMINISTRATIVE LAW**  
\*  
\* **JUDGE OF THE OFFICE**  
\*  
\* **OF ADMINISTRATIVE**  
\*  
\* **HEARINGS**  
\*  
\* **MDE CASE NO.: C-O-AP-24-COM-**  
\* **179**  
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\* **OAH CASE NO.: MDE-LMA-0202**  
\* **411380**  
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**SETTLEMENT AGREEMENT AND CONSENT ORDER**

This Settlement Agreement and Consent Order (“Agreement”) is made by and between the Maryland Department of the Environment (“Department”) and West Coast Mushrooms, LLC (“West Coast” or “Defendant”) regarding alleged violations of the Code of Maryland Regulations (“COMAR”) 26.04.07.03.B, COMAR 26.04.11.04.B, COMAR 26.04.11.05.B, COMAR 26.04.11.08.B, COMAR 26.04.11.09.B, and COMAR 26.04.11.16.B, made by the Department against West Coast related to the property located at 342 Hopewell Road, Rising Sun, MD 21911 (the “Site”).

**STATUTORY AND REGULATORY AUTHORITY**

**WHEREAS**, the Department is charged with the responsibility for enforcing State’s comprehensive solid waste management and composting scheme pursuant to Title 9, Subtitle 2, and Title 9, Subtitle 17 of the Environment Article, Annotated Code of Maryland (hereinafter “Md. Code Ann., Envir.” or “Environment Article”) and the Code of Maryland Regulations (“COMAR”) 26.04.07 and 26.04.11. The Department’s authority is set forth in

§ 1-404, §9-201 through 9-229, §9-252, §9-268, §9-1721 through 9-1726, and §9-334 through 9-342 of the Environment Article;

**WHEREAS**, the Department regulates the construction, operation, and alteration of composting facilities in accordance with the requirements set forth in § 9-204 through 9-229, and § 9-1701 through 9-1726 of the Environment Article, and COMAR 26.04.11.

**WHEREAS**, a person may not construct or operate a composting facility in the State without a permit issued by the Department unless the facility is a residential site that only composts for residential purposes, or is a facility managed by State or local government for animal mortalities, or if the facility uses no more than 5,000 square feet of area in support of composting operations and maintains feedstock storage piles at a height of 9 feet or less and active composting piles at a height of 12 feet or less. Envir. § 9-1725(a); COMAR 26.04.11.05.

**WHEREAS**, a person may not engage in composting in a manner which will likely:

- (1) Create a nuisance;
- (2) Be conducive to insect and rodent infestation or the harborage of animals;
- (3) Cause nuisance odors or other air pollution in violation of COMAR 26.11.06;
- (4) Cause a discharge of pollutants derived from organic materials or solid waste to waters of this State;
- (5) Harm the environment; or
- (6) Create other hazards to the public health, safety, or comfort as may be determined by the Department. COMAR 26.04.11.04.

**WHEREAS**, a composting facility may not allow feedstock receipt, feedstock storage, active composting, curing, and compost storage areas to be located closer than 50 feet to the property line, and shall have sufficient size to allow processing of materials as

necessary to avoid nuisance conditions. COMAR 26.04.11.08.B(1)(a); COMAR 26.04.11.08.C(3).

**WHEREAS**, a composting facility shall have and follow a Department-approved Composting Facility Operations Plan (“CFOP”). COMAR 26.04.11.09.B(1)(a).

**WHEREAS**, the Department may suspend, revoke, or modify a Composting Facility Permit or authorization to operate under the general Composting Facility Permit if the Department finds that, there is or has been: (1) a violation of The Environment Article, Annotated Code of Maryland; (2) a violation of any condition required by COMAR 26.04.11; (3) a violation any condition of the Composting Facility Permit; (4) conditions that are causing or may cause an undue risk to the environment or public health, safety, or welfare “as may be determined by the Department;” (5) a refusal of entry of the Department or an authorized representative of the Department to the premises for the purpose of inspecting; or, (6) a substantial deviation from approved plans, specifications, or requirements, including the CFOP, has occurred, “as determined by the Department.” COMAR 26.04.11.16.A.

**WHEREAS**, solid waste is any garbage, refuse, sludge, or liquid from industrial, commercial, mining, or agricultural operations or from community activities. Envir. § 9-101(j)(1).

**WHEREAS**, a refuse disposal system is any incinerator, transfer station, landfill system, landfill, solid waste processing facility, or other solid waste acceptance facility. Envir. § 9-201(e). A permit is required prior to the installation, material alteration, or extension of a refuse disposal system. Envir. § 9-204(d).

**WHEREAS**, a person may not engage in solid waste handling in a manner which will likely: (1) Create a nuisance; (2) Be conducive to insect and rodent infestation or the harboring of wild dogs or other animals; (3) Pollute the air; (4) Cause a discharge of pollutants to waters of this State unless otherwise permitted under Environment Article, § 7-232 or §9-323, Annotated Code of Maryland; (5) Impair the quality of the environment; or (6) Create other hazards to the public health, safety, or comfort as may be determined by the Approving Authority. COMAR 26.04.07.03A(1)-(6).

**WHEREAS**, an open dump is any land disposal site that is not designed or operated in accordance with the requirements for a sanitary landfill. COMAR 26.04.07.02B(19).

**WHEREAS**, leachate means any liquid that has percolated through solid waste including sewage sludge and may contain dissolved, miscible, or suspended material from the sewage sludge or solid waste pile. COMAR 26.04.06.03.B(51).

**WHEREAS**, solid waste may not be disposed of in an open dump, and a person may not cause, suffer, allow, or permit open dumping on his or her property. COMAR 26.04.07.03B(4).

**WHEREAS**, a representative of the Department may enter any private property, enter any building, structure, or land owned by a person who supplies refuse disposal service to the public, and collect samples, records, and information in order to determine compliance with any regulation implementing Title 9, Subtitle 2 of the Environment Article. Envir. § 9-261(c). See also Envir. § 1-404(k) and COMAR 26.04.11.16.B.

**WHEREAS**, the Department may enter, at any reasonable hour, any place of business if the entry is necessary to carry out a duty under any section of the Environment Article.

Envir. § 1-404(k). A person may not deny or interfere with a request for entry by the Department, which is necessary to carry out such a duty. Id. See also Envir. § 9-261(c); and COMAR 26.04.11.16.B.

**WHEREAS**, the provisions of Title 9, Subtitle 2 and Title 9, Subtitle 17, and their implementing regulations may be enforced using the remedies set forth in §§ 9-334 through 9-342 of the Environment Article. Envir. § 9-268; Envir. § 9-1726.

**WHEREAS**, when the Department has reasonable grounds to believe that a person has violated Title 9, Subtitle 2 or Title 9, Subtitle 17, the rules and regulations adopted under that subtitle or an order or permit issued under that subtitle, the Department shall issue a complaint and concurrently may issue an order requiring a person to take corrective action within a time set in the order, file a written report and/or appear at a hearing. Envir. § 9-334, § 9-335, and § 9-339.

**WHEREAS**, in addition to any other remedies available at law or in equity and after an opportunity for a hearing, the Department is authorized to impose an administrative penalty for any violation of any provision of Title 9, Subtitle 2 or Title 9, Subtitle 17, or any rule, regulation, order or permit adopted or issued under those subtitles, of up to \$10,000 for each day of violation, but not exceeding \$100,000 total. Envir. § 9-268 and §9-342(b).

### **ALLEGED VIOLATIONS**

**WHEREAS**, On March 28, 2021, Defendant was granted coverage under the Department's General Composting Facility Permit, Permit No. GP-CF01, and issued Permit 2021-GCF-0009 for the Site. As a condition of the Permit, the Defendant submitted, and the

Department approved a CFOP for the Site, but did not approve a refuse disposal permit for the Site.

**WHEREAS**, in 2022, the Department alleged multiple nuisance violations related to the Site, and on January 10, 2023, those violations were settled with a penalty of \$3,500 and an assurance by Defendant that enhanced operation procedures and new leachate recirculation processes would prevent further violations.

**WHEREAS**, on February 2, 2023, Department inspectors identified that the leachate conveyance system used at the Site was clogged. This clog allowed leachate to remain stationary and produce an odor that allegedly traveled outside of the property line of the Site. Allowing nuisance odors to travel outside of the Site is a violation of COMAR 26.04.11.04 and Part III.E and Part III.Q of the Permit.

**WHEREAS**, on March 8, 2023, a follow-up inspection was performed and again Department inspectors observed compost debris clogging the leachate conveyance system and allegedly causing stationary leachate to produce odors detectable offsite.

**WHEREAS**, on March 16, 2023, Site Complaint #SC-O-23-CF-037 was issued for Permit violations for nuisance odors. The Site Complaint directed the Defendant to present to the Department a comprehensive plan on how the Site will abate the conditions that are resulting in nuisance odors.

**WHEREAS**, on March 20, 2023, Department inspectors performed an inspection of the Site and found additional alleged violations, which again included clogging of the leachate conveyance system, and offsite odors emanating from stationary leachate.

**WHEREAS**, on April 4, 2023, Department inspectors returned to the Site and found compost piles larger than the Permit limits, and a clogged leachate conveyance system. Stationary leachate was also found to be pooling on the ground and staining vegetation adjacent to the leachate treatment pond.

**WHEREAS**, on April 19, 2023, Department inspectors observed that a feedstock pile lacked the fire lane required in Part III.I of the Permit. Department inspectors also recorded a temperature of 172°F from an active compost pile, which exceeded the 150°F limit authorized in Defendant's CFOP. The April 19, 2023, inspection also identified solid waste open dumping on the Site. The solid waste included more than 200 scrap tires, 55-gallon drums of waste oil, lead acid batteries, metal scrap, and miscellaneous debris. Allowing an open dump on the premises is a violation of Part III.T of the Permit and COMAR 26.04.07.03B(4).

**WHEREAS**, on April 24, 2023, a follow-up inspection of the Site documented the continued lack of a fire lane at the feedstock pile, compost piles with temperatures exceeding 150°F, and the unresolved accumulation of solid waste and scrap tires. Site Complaint #SC-O-23-ST-097 was issued to the Defendant for the immediate removal and proper disposal of all solid waste and scrap tires at the Site.

**WHEREAS**, on May 2, 2023, Department inspectors performed an odor survey of the streets and locations near the Site. During the odor survey, Department inspectors allegedly detected odors unique to the Site that had travelled beyond the Site's property line. Allowing nuisance odors to travel outside of the Site is a violation of COMAR 26.04.11.04, and Part III.E and Part III.Q of the Permit.

**WHEREAS**, on May 10, 2023, following an inspection, the Department issued a third Site Complaint #SC-O-23-COM-098 for permit violations of excessive compost temperature, lack of fire lanes, unsanitary runoff from contact water, and a lack of onsite records.

**WHEREAS**, on May 8, 2023, May 15, 2023, May 30, 2023, June 12, 2023, June 29, 2023, and July 14, 2023, Department inspectors performed odor surveys of the streets and locations near the Site. During the odor surveys, Department inspectors detected strong odors unique to the Site that had allegedly travelled beyond the Site's property line.

**WHEREAS**, on July 14, 2023, Department inspectors requested access to the Site to perform a follow-up inspection of past violations at the Site. The Defendant allegedly denied Department inspectors access to the Site and demanded Department inspectors return for a scheduled inspection that Defendant could know about in advance. Defendant alleges the denial was in order to have English speaking representatives to communicate with the Department. Denying Department inspectors access to a regulated property is a violation of Maryland Environment Article 1-404(k)(2), COMAR 26.04.11.16(B), and Part I.D. of the Permit. The failure of a composting facility to be under the direct supervision of a responsible party on Site at all times during operation is a violation of Part III.F of the Permit.

**WHEREAS**, on July 28, 2023, August 11, 2023, September 28, 2023, October 23, 2023, November 08, 2023, November 14, 2023, November 21, 2023, November 29, 2023, and December 8, 2023, Department inspectors performed odor surveys of the streets and

locations near the Site. During the odor surveys, Department inspectors again detected odors unique to the Site that had allegedly travelled beyond the Site's property line.

**WHEREAS**, on December 14, 2023, Department inspectors returned to the Site and found that Defendant was operating at 6:24 am. Operating the Site outside the hours of 7am to 7pm is a violation of Defendant's CFOP. Department inspectors requested an explanation from the Defendant and were told that the composting facility begins operations at 4am. Department inspectors were also told that a responsible party was not present at the Site. During the inspection, inspectors evaluated the property line of the Site and identified compost piles located less than 50 feet from the property line. The failure of a composting facility to be under the direct supervision of a responsible party on site at all times during operation is a violation of Part III.F of the Permit. Allowing compost operations to take place less than 50 feet from the property line is a violation of COMAR 26.04.11.08.B(1)(a). g operation is a violation of Part III.F of the Permit. Allowing compost operations to take place less than 50 feet from the property line is a violation of COMAR 26.04.11.08.B(1)(a).

**WHEREAS**, on December 15, 2023, December 19, 2023, and December 27, 2023, Department inspectors responded to citizen complaints regarding odors from the Site allegedly traveling beyond the property line and causing a nuisance. During the odor surveys, Department inspectors once again detected strong odors unique to the Site that had allegedly travelled beyond the Site's property line. A fourth Site Complaint #SC-O-24-COM-077 was issued to Defendant for operating without direct supervision of a responsible person, off-site nuisance odors, storing compost piles less than 50 feet from the property line, and operating during unapproved hours.

**WHEREAS**, on January 3, 2024, Department inspectors performed a follow-up odor survey of the streets and locations near the Site. During the odor survey, Department inspectors again detected significant offsite odors unique to the Site that had allegedly travelled beyond the Site's property line.

**WHEREAS**, on January 11, 2024, the Department issued a fifth Site Complaint #SC-O-24-COM-079 to Defendant advising Defendant that it was in violation of COMAR 26.04.11, Environmental Article § 9-1725, the Defendant's CFOP, and the Defendant's Permit for failing to follow the Odor Prevention and Response Measures in the CFOP, allegedly allowing nuisance odors to travel outside of the Site's property line, and for unauthorized compost operations.

**WHEREAS**, on January 17, 2024, February 15, 2024, February 20, 2024, February 27, 2024, March 04, 2024, March 13, 2024, March 18, 2024, and March 25, 2024, Department inspectors performed odor surveys of the streets and locations near the Site. During the odor survey, Department inspectors again detected significant offsite odors unique to the Site that had allegedly travelled beyond the Site's property line.

**WHEREAS**, on April 04, 2024, April 09, 2024, April 15, 2024, April 18, 2024, and April 23, 2024, Department inspectors performed odor surveys of the streets and locations near the Site. During the odor survey, Department inspectors again detected significant offsite odors unique to the Site that had allegedly travelled beyond the Site's property line.

**WHEREAS**, on May 2, 2024, May 3, 2024, May 13, 2024, May 20, 2024, May 28, 2024, June 3, 2024, June 10, 2024, June 17, 2024, and June 24, 2024, Department inspectors performed odor surveys of the streets and locations near the Site. During the odor survey,

Department inspectors again allegedly detected significant offsite odors unique to the Site that had travelled beyond the Site's property line.

**WHEREAS**, on July 1, 2024, July 8, 2024, July 9, 2024, July 15, 2024, July 22, 2024, July 29, 2024, August 1, 2024, August 12, 2024, and August 23, 2024, Department inspectors performed odor surveys of the streets and locations near the Site. During the odor survey, Department inspectors again detected significant offsite odors unique to the Site that had allegedly travelled beyond the Site's property line.

**WHEREAS**, settlement discussions between the Department and West Coast have now resulted in this Agreement to resolve this matter for the benefit of the citizens of Maryland;

**WHEREAS**, the Department and West Coast desire to document the terms of their compromise and settlement and entry of this Consent Decree represents a settlement of claims contested by West Coast. The parties further acknowledge that by entering into this Consent Decree West Coast admits no wrongdoing, fault, or liability and disputes each and every one of the "Alleged Violations" set forth herein and that nothing set forth herein shall be construed or interpreted as an admission of any wrongdoing, fault, or liability of West Coast.

**WHEREAS**, it is expressly understood that this Agreement pertains to the specific alleged violations of the State's environmental laws and regulations described herein, and that the Department has made no promises or representations other than those contained in this Agreement and that no other promises or representations will be made unless in writing; and

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

**CORRECTIVE MEASURES**

**WHEREAS**, West Coast alleges that it has taken the following affirmative measures to improve the Site, in response to the violations alleged by the Department.

1. A vegetative buffer of 70 Green Giant Arborvitae trees were planted along the Site’s boundaries, at a cost of \$14,840.00, which is intended to act as a barrier with Hopewell Road to reduce the transmission of odors.

2. A new aeration system was installed by West Coast in the holding pond of recycled nutrient-enriched water, at a cost of \$32,047.30, which is intended to prevent odors caused by water based anaerobic digestion.

3. Anaerobic sediment was removed from the holding pond and removed from the Site, at a cost of \$7,590.50.

4. Solid waste was removed from the Site, by West Coast, at a cost of \$5,155.00.

5. The concrete pad on the compost wharf was repaired to prevent ground infiltration of recycled nutrient-enriched water, at a cost of \$16,000.00.

**ORDER**

**THEREFORE**, it is **ORDERED** by the Directors of the Department’s Land and Materials Administration pursuant to §§ 9-268 and 9-335 of the Environment Article, Annotated Code of Maryland, and **AGREED** and **CONSENTED TO** by West Coast as follows:

**I. CORRECTIVE ACTION**

1. Within ninety (90) days, West Coast shall hold a Community Input Session for

the community of Rising Sun, Maryland, and allow members of the Department to be in attendance. The Community Input Session shall be recorded and take place within the boundaries of Cecil County, Maryland. A representative of MDE will be in attendance at the Community Input Session.

2. Within sixty (60) days of its receipt of comments from the Department on West Coast's proposed 2024 CFOP, West Coast shall revise and submit for the Department's approval an updated CFOP that includes an articulated Odor Response Protocol and Nuisance Odor Prevention Plan.

## **II. REVIEW AND APPROVAL PROCEDURES**

3. West Coast shall submit to the Department for review and approval, all plans, reports, or other documents that are required to be submitted in accordance with the terms of Section I. and this Agreement. The Department may approve any submittal, in whole or in part, or decline to approve any submittal and provide written comments. The Department may also request additional information.

4. In the event of the Department's disapproval, in whole or in part, of any plans, reports, or other documents that are required to be submitted in accordance with the terms of Section I. and this Agreement, the Department shall specify any deficiencies in writing to the Defendants. The Defendants shall correct the deficiencies within 45 days from receipt of disapproval by the Department and submit the corrected document to the Department for review.

**III. PENALTY**

5. West Coast agrees to pay a penalty of **\$15,000** to resolve the Alleged Violations discussed herein and in the Administrative Complaint identified as case number MDE-LMA-0202-411380, of which **\$5,000** shall be suspended as further described below in Paragraphs 6-7. The non-suspended penalty shall be paid upon execution of this Agreement.

1. Payment of the administrative penalty shall be tendered by check or money order made payable to the “Maryland Clean Water Fund,” and shall be mailed to the following address:

Maryland Department of the Environment  
Fiscal Services Division  
Cash Receipts/Advances Unit  
P.O. Box 1417  
Baltimore, Maryland 21203-1417

2. The following shall be noted on each check or money order:

“C-O-AP-24-COM-179, PCA 13767, Object 7338, Suffix 626”

3. If West Coast fails to make a penalty payment within 15 days of its due date, the entire balance of the unpaid penalty, including the portion of the penalty that has been suspended, will become immediately due and owing.

6. If West Coast fails to complete the corrective actions identified in Section I.1. of this Agreement, West Coast agrees to pay the entire balance of the unpaid penalty, including the portion of the penalty that has been suspended, and the balance will become immediately due and owing.

7. If West Coast completes the corrective action in the time prescribed in Section I.1. of this Agreement, the suspended penalty shall be dismissed and considered satisfied.

#### **IV. STIPULATED PENALTIES**

8. Defendant agrees to pay a stipulated penalty, upon demand by the Department, of \$100.00 per day for each day West Coast fails to complete the corrective action identified in Section I.2. of this Agreement in the time prescribed in Section I.2. of this Agreement.

9. All payments for a stipulated penalty assessed under this Consent Order are due and payable thirty (30) calendar days following a demand for payment by the Department and shall be mailed to the Department according to the instructions set forth in Paragraph 5.1. of this Consent Order, unless West Coast contests that a violation has occurred. West Coast agrees not to contest the amount of the penalty but reserves the right to contest whether a violation has occurred. Neither demand for, nor payment of, stipulated penalties 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 Agreement, or as an admission of a violation by West Coast. Nothing in this 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 Agreement. The absence of stipulated penalties for a violation of this 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 Agreement, or for any other violation of State law not expressly addressed in the Agreement.

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

#### **V. RELEASE**

11. This Agreement shall remain in full force and effect until all obligations and terms referred to herein have been completed or fulfilled to the Department's satisfaction.

12. This Agreement releases, resolves, and settles any civil liability against West Coast that the Department may have for any of the Alleged Violations identified in this Agreement, for the time period identified in the Alleged Violations.

13. As of the effective date of this Agreement, there are no existing violations of State composting and solid waste disposal laws, in accordance with Title 9, Subtitles 2 and 17, of the Environment Article, known to the Department by West Coast and all Alleged Violations are resolved to the satisfaction of the Department.

#### **VI. RESERVATION OF RIGHTS**

14. Other than the release in Paragraphs 11-13, nothing in this Agreement shall be construed to limit, prevent, or otherwise be a waiver of the Department's right to pursue any remedies, including administrative or civil penalties, injunctive relief, or sanctions, available to it for any violation of this Agreement or any other applicable federal or State law, regulation, permit, or orders that are not expressly addressed in this Agreement, nor shall anything set forth in this Agreement be deemed to be a waiver of West Coast's right to contest such proceedings by the Department.

15. Nothing in this Agreement shall be construed to limit, prevent, or otherwise be a waiver of the Department's right to seek injunctive relief, order additional corrective action,

or pursue any other action it deems necessary to prevent or abate any threat to public health, welfare or the environment to the extent otherwise authorized by State law.

16. Nothing in this Agreement shall be construed to relieve West Coast of any violations or obligations under laws and regulations promulgated or enforced by local, state, or federal entities.

17. This Agreement pertains only to the Alleged Violations as described herein and in the Administrative Complaint identified as case number MDE-LMA-0202-411380. The Department has made no promises or representations other than those contained in this Agreement. In addition, the Department has made no promises or representations with regard to any criminal liability for the Alleged Violations, and the parties expressly acknowledge that the Department has no authority over any criminal actions.

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

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

**VII. RIGHT TO ENTER**

20. West Coast shall allow authorized representatives of the Department to enter the Site during normal operating hours for the purpose of collecting any samples, information, or photographs to ascertain and evaluate whether West Coast and the Site are in compliance with this Agreement and State law and regulations.

21. Upon request of the Department, West Coast shall provide the Department with access to any records or information which may be related to West Coast's compliance with this Agreement and State law and regulations.

**VIII. SUBSEQUENT MODIFICATION**

22. The terms of this Agreement are contractual and not mere recitals. This Agreement may not be modified except by written agreement of the Department and West Coast.

**IX. NOTIFICATION**

23. Unless otherwise specified in this Agreement, reports, correspondence, approvals, disapprovals, notices, or other submissions relating to or required by this Agreement shall be in writing and shall be sent to the following:

For the Department: Mr. Brian Coblantz, Chief of Compliance  
Maryland Department of the Environment  
1800 Washington Boulevard, Suite 605  
Baltimore, Maryland 21230

For West Coast: Charles Losito  
West Coast Mushrooms, LLC  
342 Hopewell Road  
Rising Sun, MD 21911

**X. NO THIRD-PARTY BENEFICIARIES**

24. This Agreement 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 West Coast or the Department, nor forbearance to enforce any term of this Agreement by the Department, shall be construed as creating any rights, claims, or benefits for any third party.

25. This Agreement does not affect and is not intended to influence any third party's rights to investigate, evaluate, and respond independently to any impacts from the violations alleged herein.

**XI. TERMINATION**

26. This Agreement shall remain in force and effect until the Department confirms in writing to West Coast that all obligations and terms referred to herein have been completed.

**XII. GENERAL PROVISIONS**

27. This Agreement shall become effective ("Effective Date") upon execution by the Department and West Coast.

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

29. The recitals contained in the “WHEREAS” clauses at the beginning of this Agreement are material to this Agreement and are expressly incorporated as though fully set forth herein.

30. West Coast agrees to undertake and complete all actions required by the terms and conditions of this Agreement. In an action by the Department to enforce the terms of this Agreement, West Coast agrees not to contest the authority or jurisdiction of the Department to issue or enforce this Agreement and agrees not to contest the validity of this Agreement or its terms or conditions. West Coast agrees this Agreement is both a contract and a final administrative order enforceable in a judicial forum.

31. The terms of this Agreement are binding on the parties and shall be enforceable in the Maryland courts. If West Coast fails to do the work or pay the penalties required herein, the Department may institute an action to enforce this Agreement against West Coast. In such or any other action, this Agreement shall be governed by and interpreted under the law of the State of Maryland.

32. Failure to pay the penalties, as required by this Agreement, may result in this case being referred to the State of Maryland’s Central Collection Unit (“Central Collection Unit”) as a debt owed to the State. The Central Collection Unit is authorized to collect outstanding debts resulting from unpaid penalties. The Central Collection Unit will add a collection fee of 17%, plus interest, to the amount owed by West Coast. In addition, the Central Collection Unit is authorized to report the debt to consumer reporting agencies.

33. This Agreement is not intended to be nor shall it be construed to be a permit. Compliance by West Coast with the terms of this Agreement shall not relieve West Coast of

their obligation to comply with any other applicable local, state, or federal laws, regulations, or permits.

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

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

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

37. This Agreement may be executed in counterparts, each of which shall constitute one and the same instrument and shall be deemed effective as of the date the last party signs the Agreement. For purposes of this Agreement, signatures delivered by facsimile or electronic mail shall be as binding as originals upon the parties so signing.

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

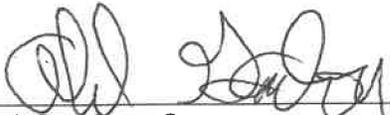
**FOR THE MARYLAND DEPARTMENT OF THE ENVIRONMENT:**

10/24/24  
Date

  
Tyler Abbott, Director  
Land and Materials Administration

**FOR WEST COAST MUSHROOMS, LLC:**

10/17/2024  
Date

  
Abel Gamboa, Owner

Approved this 17 day of October 2024,  
as to form and legal sufficiency.

  
Christopher Freeman, Esquire  
Assistant Attorney General