

MARYLAND DEPARTMENT OF THE ENVIRONMENT  
1800 Washington Blvd, Suite 6048  
Baltimore, Maryland 21230-1719,

*Plaintiff,*

v.

TELEVISION TOWER, INC., *et al.*

*Defendants.*

\* IN THE  
\* CIRCUIT COURT  
\* FOR  
\* BALTIMORE CITY,  
\* MARYLAND  
\*  
\* Case No.: 24-C-23-002174  
\*

\* \* \* \* \*

**CONSENT DECREE**

Plaintiff, the Maryland Department of the Environment (hereinafter the “Department”), and Defendants, Television Tower, Inc. (“TTI”) and Skyline Tower Painting, Inc. (“Skyline”), hereby represent and acknowledge that they agree to enter into this Consent Decree regarding certain alleged violations of Maryland State environmental laws, and hereby request that this Court enter this Consent Decree as follows:

**I. FACTUAL AND REGULATORY BACKGROUND**

1. TTI is the owner of a broadcast tower (the “Tower”) in Baltimore, Maryland, specifically located at 3723 Malden Avenue.
2. In 2012, TTI ordered lead paint testing and discovered that the Tower contained lead-containing substances as defined by Code of Maryland Regulations (“COMAR”) 26.16.01.02B(7), specifically lead-based paint.
3. A report of a third-party inspection of the Tower in 2019 indicated flaking

paint on the Tower that would require maintenance.

4. In 2022, TTI hired Skyline to repaint the Tower. The initial proposal of work called for Skyline to paint the entire Tower, including 3 ice bridges, and included paint prepping such as, but not limited to, scraping, sanding, and wire brushing flaking paint. The scope of work also included the application of a “lead neutralizer” to certain portions of the Tower with flaking paint and vacuum scraping those treated areas.

5. The Department alleges that the repainting and associated preparation constitute lead abatement under § 6-1001(b) of the Environment Article and that Skyline was not an accredited company authorized to perform lead abatement services in the State of Maryland at the time of the violations alleged in this Consent Decree, and in violation of § 6-1002(a) of the Environment Article.

6. The Department alleges that Skyline conducted lead-paint abatement services without proper accreditation, and therefore, it further alleges that TTI violated COMAR 26.16.01.04B by hiring Skyline to conduct repainting and associated preparation of paint on the Tower.

7. The Department alleges that Skyline failed to notify the Department prior to commencing its painting project on the Tower on May 28, 2022, in violation of COMAR 26.16.01.13C(1).

8. The Department alleges that, from May 28, 2022, through June 20, 2022, Skyline prepared the Tower for repainting first by scraping flaking paint and then pressure

washing, or hydroblasting.<sup>1</sup> The Department further alleges that no containment methods or lead safe practices were utilized during the scraping and pressure washing, violating COMAR 26.16.01.13C(2), 26.11.06.03, and 26.13.03.

9. On June 21, 2022, the Department received a complaint regarding paint fragments from the Tower that had fallen offsite. The Department contends that, upon inspection, it noted a large concentration of paint flakes scattered in the vicinity of the Tower.

10. On June 21, 2022, the City of Baltimore issued a stop work order requiring the halting of pressure washing on the Tower.

11. On June 22, 2022, the Department conducted paint chip sampling of three areas at the base of the Tower and later determined that these sampled chips met the definition of a lead containing substance.

12. TTI began cleanup activities, which were formalized by a set of inspection and cleanup protocols submitted to the Department by email on June 28, 2022, and further revised between TTI and the Department in the following days. TTI subsequently revised its cleanup protocols in a Revised Ongoing Inspection and Cleanup Plan, dated December 28, 2023, which it continues to implement.

13. TTI has retained a new repainting contractor and commissioned a site-specific plan for preparing and repainting the Tower using a custom-designed containment system. The custom containment design incorporated multiple components with low air

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<sup>1</sup> Skyline maintains that “hydroblasting” is a term of art in the industry and that it did not conduct any “hydroblasting” as alleged.

resistance and weight that are intended to be moved around the Tower to different work locations while accounting for the Tower's structural integrity. As of the date the Parties execute this Consent Decree, the painting project is ongoing and will encompass repainting of the entire Tower, the completion of which will hereinafter be referred to as "Painting Completion." Repainting the Tower does not include repainting of the Tower elevator, which will be replaced. The repainting of the Tower and replacement of the elevator together is hereinafter referred to as the "Tower Work."

14. On May 5, 2023, the Department filed a Complaint for Injunctive Relief and Penalties against TTI and Skyline ("Complaint", Baltimore City Circuit Court Case No. 24-C-23-002174), citing alleged violations of Title 6, subtitle 10, Title 7, subtitle 2, and Title 9, subtitle 2 of the Environment Article, as well as associated regulations. The allegations included, in addition to the alleged violations specified above, violations related to the alleged release of solid waste into an open dump, creating a nuisance, and the alleged failure to make a hazardous waste determination.

15. The Complaint was amended on August 15, 2024 ("First Amended Complaint") and on February 13, 2025 ("Second Amended Complaint") to reflect additional alleged violations of Title 9, subtitle 3 (pollution into Waters of the State) and Title 7, subtitle 2 (release of a hazardous waste).

16. TTI and Skyline filed Answers to the First Amended Complaint on September 16, 2024, and to the Second Amended Complaint on February 28, 2025, denying the allegations in the complaints.

17. TTI implemented a cleanup plan, starting in June 2022, that was submitted

to the Department and included engagement of third-party contractors to perform cleanup of fallen paint flakes to a visual cleanup standard. TTI's cleanup plan further includes ongoing regular inspection, daily cleanup, and information sharing with the community. Cleanup efforts are ongoing while the Tower Work is performed.

18. Skyline is no longer operating in the State of Maryland.

19. It is the mutual objective of the Plaintiff and Defendants (collectively, "Parties"), by entering into this Consent Decree, to resolve the above-captioned litigation and avoid protracted litigation of the alleged violations. The Parties have reached an agreement on the terms of this Consent Decree without admission of any liability arising out of the transactions or occurrences alleged in any of MDE's pleadings or adjudication of any issue of fact or law. The Parties recognize that, and the Court by entering this Consent Decree finds, this Consent Decree has been negotiated by the Parties in good faith and will avoid litigation between the Parties, and that this Consent Decree is fair, reasonable, and in the public interest.

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

**WHEREAS**, the Parties have agreed to settle this matter pursuant to the terms set

forth in this Consent Decree; and

**WHEREAS**, the Defendants do not admit any liability arising out of the transactions or occurrences alleged in the Consent Decree, or the Department's original Complaint, First Amended Complaint, and Second Amended Complaint, nor do Defendants acknowledge that the release or threatened release of paint flakes at or from the Tower constitutes an imminent and substantial endangerment to the public health or welfare or the environment.

**NOW THEREFORE, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED AS FOLLOWS:**

## **II. JURISDICTION**

32. For purposes of this Consent Decree, the Parties agree that the Court has jurisdiction over the Parties and over the subject matter of this action pursuant to Title 6, subtitle 10, Title 7, subtitle 2, and Title 9, subtitles 2 and 3 of the Environment Article, Annotated Code of Maryland. Venue is proper under § 6-201 of the Courts and Judicial Proceedings Article, Annotated Code of Maryland.

33. For purposes of this Consent Decree, or any action to enforce this Consent Decree, the Parties consent to this Court's jurisdiction over this Consent Decree and consent to venue in this Court.

## **III. PENALTY**

### **A. Penalty payment**

34. Defendants agree to pay total penalties to the Department in the amount of Two-Million Two-Hundred Thousand Dollars (\$2,200,000), payable within 15 business

days after an order of the Court approving and entering this Consent Decree.

35. The penalties in Paragraph 34 shall be allocated as follows:

- a) \$1,100,000 to the Lead Poisoning Prevention Fund
- b) \$660,000 to the Clean Water Fund
- c) \$440,000 to the State Hazardous Substance Control Fund.

36. Funds shall be paid by cashier check or wire in accordance with instructions from the Department. Checks shall be made payable to the Maryland Department of the Environment and delivered in accordance with instructions from the Department. The following must be noted on each check: MDE v. Television Tower, *et al.*

**B Failure to Pay**

37. Failure to pay the amount as required by this Consent Decree shall result in a money judgment against Defendants, and may result in this case being referred to the State of Maryland's Central Collection Unit ("Central Collection Unit") as a debt owed to the State. The Central Collection Unit is authorized to collect outstanding debts resulting from unpaid penalties. The Central Collection Unit will add a collection fee of 17%, plus interest, to the amount owed by Defendants.

**IV. WORK TO BE PERFORMED BY TTI**

**A. Incorporation by Reference**

38. All plan terms, schedules, deadlines, and reports set forth in the Cleanup, Inspection, and Close-Out Plan (attached as Exhibit 1), the Lead Health Protection Plan (attached as Exhibit 2), the December 28, 2023 Revised Ongoing Inspection and Cleanup Plan (attached as Exhibit 3), and the August 5, 2024, response on Wet Paint Containment

(attached as Exhibit 4), shall be incorporated by reference into this Consent Decree and enforceable against TTI as if fully set forth herein.

**B. Community Outreach Requirements**

39. Public Hotline. TTI shall continue to maintain the hotline for the public to call and report paint flakes in the area or make requests in relation to the cleanup and inspections required under this Consent Decree. TTI shall keep a record of all requests and response actions, to be made available to the Department, upon request. The public hotline will be maintained and records related thereto for a period of three months following completion of Final Cleanup and Inspection as described in the “Final Cleanup and Inspection” section in the Cleanup, Inspection, and Close-Out Plan (Exhibit 1).

40. Community Liaison and Contact Information. TTI shall maintain a public point of contact to field questions, handle requests, and provide status updates to the public. The liaison is to be contacted by email at televisiontowerinc@gmail.com or by telephone at (410) 429-0218. TTI shall log and provide to the Department upon request all emails, calls, and TTI’s response to each request. The public email will be maintained and records related thereto for a period of three months following completion of Final Cleanup and Inspection.

41. Webpage. TTI shall continue to maintain a webpage that updates the public with information about the Tower Work, potential hazards of lead paint, TTI’s hotline number, ongoing cleanup efforts, updates and work on the Tower, and instructions on reporting or making requests for cleanup, inspections, or other requests for a period of three months following Final Cleanup and Inspection.

42. Outreach Notices. Within 10 business days of Final Cleanup and Inspection, TTI shall provide notice to all residents located within the designated Cleanup Area from the December 28, 2023 Revised Ongoing Inspection and Cleanup Plan (Exhibit 3) and the Woodberry Community Association consistent with prior notices TTI provided to addresses identified by the Department in 2022. The notice shall inform readers of the hazards of lead paint, the hotline, email, and website, as well as procedures for reporting any visible paint flakes to TTI for removal.

**C. Tower Painting**

43. TTI agrees to perform the Painting Completion, including touch up of areas that have not been repainted to date in the current painting project no later than June 30, 2026. [Refer to Sections VI (MODIFICATIONS), X (SUBSEQUENT MODIFICATIONS TO CONSENT DECREE), and XII (FORCE MAJEURE AND EXCUSABLE DELAY) addressing conditions for modification of this date]. The work will be conducted in accordance with the Cleanup, Inspection, and Closeout Plan, attached as Exhibit 1 and incorporated into this Consent Decree.

44. TTI agrees to complete replacement of the Tower elevator no later than August 31, 2026. [Refer to Sections VI (MODIFICATIONS), X (SUBSEQUENT MODIFICATIONS TO CONSENT DECREE), and XII (FORCE MAJEURE AND EXCUSABLE DELAY) addressing conditions for modification of this date].

45. Requirements for Work on the Tower. For any removal of loose and flaking paint required to comply with Paragraph 43, or any other work on the Tower that would disturb painted surfaces during the course of the Tower Work, all work shall be in

compliance with all applicable federal, State and local laws, including being conducted by a Department accredited lead abatement structural steel contractor working in accordance with all applicable regulations for lead and hazardous waste and with the following additional conditions:

- a) TTI, its consultants, and its representatives shall adhere to the latest revised Lead Health Protection Plan, incorporated by reference and attached as Exhibit 2, and the August 5, 2024, response on Wet Paint Containment, attached and incorporated as Exhibit 4.
- b) Lead Containment System and Measures. TTI, its consultants, and its representatives shall utilize and incorporate a system for the containment of lead dust and debris (“containment system”) that complies with COMAR 26.16.01.13C(2). Containment measures shall meet all applicable federal and state requirements for the containment of lead debris, lead dust, and particulates. The measures for containment must include the use of HEPA vacuums when scraping and the use of reasonable and appropriate containment measures and/or lead safe practices to provide for containment of paint debris in the work area. The Department has determined that the current containment system design is acceptable and understands that the containment system is flexible with the intention that it will be modified to adapt for use on different portions of the Tower.
- c) Community Notice. TTI shall continue to provide notice to the surrounding community, via its website, of the status and nature of work being performed on the Tower through periodic updates at least once per month and at every change in

project phase or status. TTI shall also ensure that proper updated notice is provided to the Department by the contractor in accordance with COMAR 26.16.01.013C(1). Such community notice obligation shall end 3 months following Final Inspection and Cleanup pursuant to the Cleanup, Inspection, and Close-Out Plan (Exhibit 1).

d) Reporting. At all times during work or cleanup conducted on the Tower, TTI shall provide a report to the Department every two weeks which shall include information regarding the containment process, issues encountered relating to paint flake containment, and work progress, and may also include photographs. Such reporting obligations will continue for a 3-month period following Final Inspection and Cleanup pursuant to the Cleanup, Inspection, and Close-Out Plan (Exhibit 1) but will thereafter end.

e) Access to the Department. At all reasonable times during work or cleanup conducted on the Tower, TTI, its consultants, and its representatives shall provide inspection access to Department personnel for the purpose of monitoring and oversight. All workers shall provide to the Department representatives proof of accreditation or training upon request.

46. Monitoring for unintentional release. During the performance of the Tower Work, TTI shall actively monitor for any unintended or incidental paint flakes or other debris that escape from the Tower and containment system in accordance with the Lead Health Protection Plan (Exhibit 2), the December 28, 2023 Revised Ongoing Inspection and Cleanup Plan (Exhibit 3) that TTI is currently implementing, and all applicable state and federal requirements. Any paint flakes found during the routine inspections pursuant

to the Lead Health Protection Plan, the December 28, 2023 Revised Ongoing Inspection and Cleanup Plan, or during any supplemental inspections as may occur, shall be immediately removed and disposed of in accordance with structural steel abatement performance requirements in COMAR 26.16.01.13 and waste management and disposal requirements under COMAR 26.13.03 and in accordance with the Lead Health Protection Plan.

47. Waste Management. Disposal of waste from the Tower Work and related cleanup activities shall be performed in accordance with the Lead Health Protection Plan (Exhibit 2) and all applicable state and federal requirements for the determination of hazardous wastes and the management and disposal of waste, both hazardous and non-hazardous.

**D. Ongoing Inspection and Project Closure**

48. TTI shall continue to implement the December 28, 2023 Revised Ongoing Inspection and Cleanup Plan (Exhibit 3).

49. Cleanup, Inspection, and Close-Out Plan. Final supplemental cleanup activities and project closure activities upon termination of the Tower Work shall be conducted according to the Clean Up, Inspection, and Closeout Plan, attached as Exhibit 1 and incorporated into this Consent Decree. TTI, its consultants, and its representatives shall conduct final cleanup in accordance with the Clean Up, Inspection, and Closeout Plan.

50. A goal of the Cleanup, Inspection, and Close-Out Plan is to achieve the supplemental inspection and cleanup of visible Tower paint flakes from the community surrounding the Tower to confirm the absence of risk to safety, health, or the environment

from the release of paint flakes from the Tower. The Cleanup, Inspection, and Close-Out Plan outlines the methodology for determining and achieving this goal.

51. After Final Cleanup and Inspection has occurred as set forth in the Cleanup, Inspection, and Close-Out Plan, TTI shall respond to all requests to clean up reported reappearances in the Cleanup Area of visible red paint flakes for a period of three months.

52. Closure Completion. The Cleanup, Inspection, and Close-Out Plan implementation will be considered complete under the following conditions below:

- a. Prior to and for a period of three months after Final Cleanup and Inspection as set forth in the Cleanup, Inspection, and Close-Out Plan, ongoing inspection for paint flakes for all accessible exterior locations within the Cleanup Area has been completed by TTI and all visible paint flakes present upon inspection have been removed in accordance with the December 28, 2023 Revised Ongoing Inspection and Cleanup Plan (Exhibit 3) and the Cleanup, Inspection, and Close-Out Plan;
- b. TTI has performed all closure and validation sampling and completed all reports or follow up as per the approved Cleanup, Inspection, and Close-Out Plan;
- c. A Final Close-Out Report has been submitted in accordance with the Cleanup, Inspection, and Close-Out Plan and Paragraph 54, below; and
- d. Any deficiencies identified by the Department regarding the Final Close-Out Report in accordance with Paragraph 54 have been addressed and resolved between MDE and TTI.

**E. Reporting of Ongoing Inspection and Cleanup Activities**

53. Until the completion of Cleanup, Inspection, and Close-Out Plan implementation, TTI and/or its agents shall maintain written reports for the purposes of tracking and updating the cleanup status of the Cleanup Area. The reports shall be submitted to the Department bi-weekly and made available to the public upon request for a period of three months following completion of the Tower Work. The reports shall indicate at least the following:

- i. All areas inspected and cleaned, represented by address list and additional map for visualization;
- ii. Reports of paint flakes asserted to be from TTI by property address, with identification of specific areas of the property that were affected; and
- iii. Status of inspection from requested inspections on private property, including notations:
  1. Inspector observed no paint flakes;
  2. Inspector observed paint flakes and whether there is a non-TTI potential source identified; and
  3. Location(s) of any observed paint flakes;
  4. Risk assessments completed to determine extent of actions required on the property and subsequent results of actions in accordance with the Cleanup, Inspection, and Close-Out Plan.

**F. Final Close Out Report**

54. TTI shall submit a Final Close Out Report within 30 days of completion of the Cleanup, Inspection, and Close-Out Plan. The Close Out Report shall include, at a minimum:

- i. A comprehensive summary of all cleanup and abatement activities conducted on the TTI property and within the surrounding community from the date of entry of this Consent Decree;
- ii. A description of the post-painting conditions of TTI's property, including a paint condition assessment of the Tower and associated structures certified by TTI's painting contractor;
- iii. Final map of locations inspected and cleared of visible paint flakes, including any areas deemed inaccessible and the justification for such exclusions;
- iv. Photographic or mapping documentation of areas where visible paint flakes were observed during inspection and cleaned up during the final inspection;
- v. Updates from the Initial 2023 Soil Sampling Report reflecting post-remediation conditions and that there are no elevated lead levels due to paint flakes from the Tower since the Initial 2023 Soil Sampling Report which did not find that paint flakes from the Tower caused elevated lead levels;
- vi. There shall be a concluding determination, supported by analytical data

and field observations following final inspection and cleanup efforts, that paint flakes from the Tower have been contained and addressed to the extent required by Maryland law and regulations, and there is no reasonable indication of increased threats to human health or the environment due to paint flakes from the Tower.

- vii. The Department reserves the right to continue conducting oversight of work practices for Tower Work completion and cleanup activities to ensure compliance with the terms of this Consent Decree and applicable law.
- viii. The Department shall have two weeks following receipt of the Final Close Out Report to review and notify TTI of any deficiencies the Department has identified in the Final Close Out Report. TTI shall either respond to and address deficiencies identified by the Department, or if there is a dispute as to a deficiency, shall identify a dispute within 30 days. Disputes shall be governed by the process enumerated in Section XIII (DISPUTE RESOLUTION). Notifications shall be made in accordance with Section VIII (NOTIFICATIONS).

#### **V. REQUIREMENTS FOR SKYLINE**

55. Skyline agrees to refrain from conducting lead abatement services, painting or remediation of painted surfaces, including on structural steel or residences, or any other similar business in the State of Maryland involving the disturbance of, or remediation of, paint. Skyline and its principals are prohibited from forming or owning, in whole or in part,

or otherwise profiting from, directly or indirectly, any other company or individual that offers such services. Nothing herein prevents Skyline or its principals from (1) contracting or subcontracting with companies for such services if performed outside of Maryland, even if the companies with which they are contracting or subcontracting perform such services in Maryland, and (2) owning stock in publicly traded companies performing such services in Maryland that Skyline or its principals have no other interest or control over.

## **VI. MODIFICATIONS**

56. Any request to modify a scheduled deadline under Section IV (WORK TO BE PERFORMED BY TTI) and the Cleanup, Inspection, and Close-Out Plan (Exhibit 1), the Lead Health Protection Plan (Exhibit 2), the December 28, 2023 Revised Ongoing Inspection and Cleanup Plan (Exhibit 3), and the August 5, 2024, response on Wet Paint Containment (Exhibit 4) shall be made in writing at least thirty (30) days prior to expiration of the required deadline, or, if an unforeseeable event or circumstance beyond TTI's reasonable control occurs within 30 days prior to expiration of the required deadline, within five (5) business days after becoming aware of such an event.

57. Notwithstanding the foregoing, and subject to reasonable deference provided to requests related to activities on the Tower related to safety, weather conditions, or any request related to causes beyond requester's reasonable control, any request to modify an approved condition or term shall be made to the Department and subject to its approval in its discretion, such approval shall not be unreasonably withheld.

58. Except as otherwise set forth herein, any request to modify work shall not excuse, toll, or suspend any compliance obligation or deadline required pursuant to this

Consent Decree and/or as set forth in the Cleanup, Inspection, and Close-Out Plan (Exhibit 1), the Lead Health Protection Plan (Exhibit 2), the December 28, 2023 Revised Ongoing Inspection and Cleanup Plan (Exhibit 3), and the August 5, 2024, response on Wet Paint Containment (Exhibit 4) during the pendency of the Department's consideration of the request, nor shall it stay the accrual of stipulated penalties unless agreed to by the Parties, subject to the tolling, payment, and dispute resolution provisions under Section VII (STIPULATED PENALTIES) and Section XIII (DISPUTE RESOLUTION).

## **VII. STIPULATED PENALTIES**

59. TTI agrees to pay a stipulated penalty, upon demand by the Department, in accordance with the following criteria: If TTI fails to meet any deadline or schedule under this Consent Decree, including those set forth in plans incorporated herein, but excluding any delay addressed and excused in accordance with Section XII (FORCE MAJEURE AND EXCUSABLE DELAY) of this Consent Decree or other agreed upon schedule modification between TTI and Department, TTI shall pay \$250 per day of non-compliance for the first 1-30 days of non-compliance, \$500 per day of non-compliance between 31 and 120 days, and \$1,000 per day of non-compliance thereafter until the requirement is met. Failure to meet more than one deadline shall subject TTI to cumulative penalties for each day that each separate requirement is not met by its due date.

60. TTI agrees to pay a stipulated penalty, upon demand by the Department, in the amount of \$25,000 per day, for each instance of using an unaccredited contractor or inspector to conduct work, clean up, or inspection as required in this Consent Decree.

61. TTI agrees to pay a stipulated penalty, upon demand by the Department, in

the amount of \$2,000, for each instance it fails to ensure that notice is provided to the community in accordance with the terms of Paragraph 45.c.

62. TTI agrees to pay a stipulated penalty, upon demand by the Department, in the amount of \$2,000 per day should it refuse Department personnel access to the Tower as required by Paragraph 45.e above.

63. The Department reserves the right to demand a stipulated penalty in the amount of \$1,000 for each instance of failure to abide by any other requirement set forth in this Consent Decree or any incorporated plan approved by the Department. This paragraph excludes stipulated penalties for specific requirements covered under other paragraphs within this section.

64. Skyline agrees to pay a stipulated penalty, upon demand by the Department, in the amount of \$50,000 for each instance of failure to abide Paragraph 55 above.

65. All payments for stipulated penalties assessed pursuant to Paragraphs 59 through 64 above are due and payable thirty (30) days following demand for payment by the Department, subject to Paragraph 66, below.

66. If there is a dispute regarding whether the Department's demand for a stipulated penalty was appropriately asserted, the dispute shall be addressed in accordance with Section XIII (DISPUTE RESOLUTION) of the Consent Decree.

67. In light of unique technical complexities involved in the terms of completion within this Consent Decree, accrual of stipulated penalties during the period of formal dispute resolution shall be tolled until the dispute has been resolved, provided that: (i) Defendants demonstrate a reasonable, good-faith basis for the dispute; and (ii) the dispute

involves a bona fide disagreement regarding the completion of technical requirements, rather than a delay in performance. Should the dispute resolution process result in a final determination that the Department's demand was appropriately made, payment of any penalty demanded prior to dispute shall be made within 30 days of dispute resolution.

68. If, after resolution of a dispute regarding stipulated penalties, the dispute was determined by the Court to be based on Defendants' unreasonable interpretation of their obligations under the Consent Decree, penalties shall be deemed to have accrued from the original date of non-compliance, including through the dispute resolution process.

69. Failure to pay any stipulated penalty as required by this Consent Decree may result in this case being referred to the 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.

70. None of the stipulated penalties in this Consent Decree shall be construed as an election of remedy or other limitation on the Department's discretion to seek in lieu of stipulated penalties any other remedy or sanction available to it for violations of this Consent Decree or any other violation of State law or regulation not expressly made the subject of this Consent Decree.

### **VIII. NOTIFICATIONS**

71. Unless otherwise specified, all workplans, reports, correspondence, approvals, notices, or other submissions required by or relating to this Consent Decree shall be submitted via e-mail or, upon 5-day advance request in writing, overnight mail by private

courier. In the event of a change to any of the contacts listed below, the party making the change shall notify the other contacts below within ten (10) days of the change. Notice shall be sent to the following:

For the Maryland Department of the Environment

Frederick Banks, Program Manager  
Lead Poisoning Prevention Program  
Land and Materials Administration  
Maryland Department of the Environment  
1800 Washington Boulevard, Baltimore, Maryland 21230  
Email: frederick.banks1@maryland.gov

and

Kevin Stanley, Division Chief  
Lead Compliance and Enforcement  
Lead Poisoning Prevention Program  
Land and Materials Administration  
Maryland Department of the Environment  
1800 Washington Boulevard, Baltimore, Maryland 21230  
Email: kevins.stanley@maryland.gov

For Defendant TTI:

Roy D. Prather III  
Collin Gannon  
Beveridge and Diamond, P.C.  
201 North Charles Street, STE. 2210  
Baltimore, MD, 21201  
rprather@bdlaw.com  
cgannon@bdlaw.com

and

TTI President, televisiontowerinc@gmail.com, with physical notice to each of:

WMAR, c/o General Manager, 6400 York Road, Baltimore, MD 21212  
WBAL, c/o General Manager, 3800 Hooper Ave, Baltimore, MD 21211  
WJZ, c/o General Manager, 3725 Malden Ave, Baltimore, MD 21211

For Defendant Skyline:

Lindsey Mecklem  
Skyline Tower Painting  
lindsey@skylinetowerpainting.com

and

Melanie Granberg, Esquire  
Davis Graham  
melanie.granberg@davisgraham.com

and

Thomas V. McCarron, Esquire  
Semmes, Bowen & Semmes  
250 W. Pratt Street, 19<sup>th</sup> Floor  
Baltimore, Maryland 21201  
tmccarron@semmes.com

**IX. RELEASE**

72. TTI. Upon full performance of all of TTI's obligations under this Consent Decree and termination of this Consent Decree as to TTI, the Department agrees to release TTI – and its principals, partners, joint ventures, and all of their respective representatives, directors, officers, agents, fiduciaries, shareholders, predecessors, successors (which, for the purposes of this Consent Decree, includes successors by merger, operation of law, or otherwise), acquirers, purchasers, transferees, insurers, trustees, attorneys, subsidiaries, parent corporations, corporations or entities merged with, affiliated with or acquired by TTI and/or their assigns, not including independent contractors or consultants (TTI's "affiliates") – of administrative and civil liability for any and all still pending claims, demands, obligations, actions, causes of action, damages, attorneys' fees, costs, and

expenses, or obligations or other matters of whatever nature, whether based in contract, tort, statute, regulation, common law, equity or other law, whether asserted or not, accrued or not, whether known or unknown, which they ever had for any act, event, omission or statement, that: (i) is set forth in the alleged violations herein and in the original Complaint, the First Amended Complaint, and the Second Amended Complaint filed in Baltimore City Circuit Court, Case No. 24-C-23-002174, (ii) are violations regarding the Tower Work that could have been brought by the Department prior to the entry of this Consent Decree; and (iii) may arise from passive releases or threats of passive releases of substances, wastes or emissions from the Tower relating to the Tower Work during the period between the date of this Consent Decree and the date of the termination of the Consent Decree as to TTI, which do not include releases caused by new violations of state law or regulations that may be committed by TTI in the future. With the exception of enforcing the terms of this Consent Decree, the Department agrees, upon entry by the Court of this Consent Decree, to refrain from pursuing or continuing administrative or civil enforcement actions against Defendants for any past violations of Title 6, subtitle 10, Title 7, subtitle 2, and Title 9, subtitles 2 and 3 of the Environment Article, as well as associated COMAR and common law, as set forth in this Consent Decree, the original Complaint, the First Amended Complaint, and the Second Amended Complaint, or that could have been set forth in the Department's current litigation, and for conduct occurring prior to execution of this Consent Decree. Nothing in this paragraph shall preclude the Department from enforcing the terms of this Consent Decree against Defendants.

73. Skyline. Upon full execution of payment required under Paragraph 34 of this

Consent Decree, the Department agrees to release Skyline and its principals, partners, joint ventures, and all of their respective representatives, directors, officers, agents, employees, fiduciaries, shareholders, predecessors, successors (which, for the purposes of this Consent Decree, includes successors by merger, operation of law, or otherwise), acquirers, purchasers, transferees, insurers, trustees, attorneys, subsidiaries, parent corporations, corporations or entities merged with, affiliated with or acquired by Skyline and/or their assigns (Skyline's "affiliates") – of administrative and civil liability for any and all still pending claims, demands, obligations, actions, causes of action, damages, attorneys' fees, costs, and expenses for any act, event, omission or statement, that: (i) are set forth in the alleged violations herein and in the original Complaint, the First Amended Complaint, and the Second Amended Complaint filed in Baltimore City Circuit Court, Case No. 24-C-23-002174, (ii) are violations regarding the Tower Work that could have been brought by the Department prior to this Consent Decree; and (iii) may arise from releases or threats of releases of substances, wastes or emissions from the Tower during the period between the date of this Consent Decree and the date of the termination of the Consent Decree, with the exception of releases caused by new violations of state law or regulations that may be committed by Skyline in the future. With the exception of enforcing the terms of this Consent Decree, the Department agrees, upon entry by the Court of this Consent Decree, to refrain from pursuing or continuing administrative or civil enforcement actions against Defendants for any past violations of Title 6, subtitle 10, Title 7, subtitle 2, and Title 9, subtitles 2 and 3 of the Environment Article, as well as associated COMAR and common law, as set forth in this Consent Decree, the original Complaint, the First Amended

Complaint, and the Second Amended Complaint, or that could have been set forth in the Department's current litigation, and for conduct occurring prior to execution of this Consent Decree. Nothing in this paragraph shall preclude the Department from enforcing Skyline's obligations in this Consent Decree.

74. The Department reserves, and this Consent Decree is without prejudice to, all rights against Defendants with respect to the following matters: (a) any action to enforce the terms of this Consent Decree, (b) civil and administrative enforcement actions for violations of State laws and regulations not arising out of the events and allegations specified in this Consent Decree, the Complaint, First Amended Complaint, and Second Amended Complaint, subject to the releases provided in Paragraphs 72.iii and 73.iii, and for which the Department has not taken action under Section VII (STIPULATED PENALTIES) of this Consent Decree, or (c) criminal enforcement actions.

75. Nothing in this Consent Decree shall be construed to relieve Defendants of any obligations under laws and regulations promulgated by and independently enforced by local, municipal or federal agencies.

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

77. Notwithstanding any other provision of this Consent Decree, no action or decision by the Department or any authorized representative of the Department pursuant to

this Consent Decree shall constitute final agency action giving rise to any right of judicial review prior to the Department's initiation of a demand, or an administrative or judicial action to enforce this Consent Decree, including an action for penalties or an action to compel Defendants' compliance with the terms and conditions of this Consent Decree.

#### **X. SUBSEQUENT MODIFICATIONS OF CONSENT DECREE**

78. This Consent Decree and documents incorporated by reference contain the entire agreement of the parties and shall not be modified by any prior oral or written agreement, representation, or understanding. Upon approval by the Court, this Consent Decree is not only contractual but constitutes a court order. Any modification must be approved by the Court in a written order.

#### **XI. THIRD PARTIES**

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

80. Defendants and the Department intend that nothing in this Consent Decree shall be construed as a release or covenant not to sue any third party not a signatory (or affiliate of a signatory, including but not limited to, principals, officers, managers, directors, and employees) to this Consent Decree. Nothing contained in this Consent Decree shall affect any right, claim, cause of action, or defense of any party hereto except as expressly

stated herein with respect to third parties. Defendants and the Department specifically reserve any and all rights, defenses, claims, demands, and causes of action that Defendants and the Department may have against any third parties or one another relating in any way to the subject matter of this Consent Decree and not specified in the releases in Section IX (RELEASE).

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

## **XII. FORCE MAJEURE AND EXCUSABLE DELAY**

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

83. Circumstances beyond the reasonable control of TTI include earthquake, flood, hurricane, severe weather or other act of God, war, riot, injunction, fire, and compliance with any law, rule, or Decree of any governmental body either existing now or hereafter created that conflicts with the requirements or obligations of this Consent Decree. Such circumstances may include safety concerns arising out of equipment or weather conditions affecting painting conditions or safety, but do not include increased costs of performance, changed economic circumstances, or failure to obtain federal, State, or local permits unless TTI has made timely and complete application for such permits.

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

85. Failure by TTI to comply with the notice requirements set forth in Paragraphs 71 and 84 constitutes a waiver of TTI's right to request an extension of the applicable deadline associated with an obligation to be performed under this Consent Decree.

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

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

(DISPUTE RESOLUTION).

### **XIII. DISPUTE RESOLUTION**

88. The dispute resolution procedures of this Section shall be the exclusive mechanism for the parties to raise and resolve disputes arising under or with respect to this Consent Decree.

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

90. The parties shall have thirty (30) days following receipt of a Notice of Dispute to reach agreement. If the parties cannot reach agreement on the disputed issue, the Department shall serve on the disputing party a written statement setting forth its proposed resolution of the dispute within fifteen (15) days after expiration of the initial thirty (30) day period. The dispute shall be resolved in accordance with the Department's proposed resolution unless, within sixty (60) days after receipt of such proposed resolution, the disputing party files a petition for resolution of the dispute with the Court. Any such petition shall describe the nature of the dispute and the disputing party's proposal for resolution of the dispute. The Department shall have thirty (30) days after service of such petition to file a response to the petition.

91. The Court shall have exclusive and continuing jurisdiction to resolve any dispute arising between or among the parties with respect to matters within the scope of this

Consent Decree. With respect to the resolution of any dispute pursuant to a petition to the Court, the Court shall resolve the dispute in accordance with applicable law, deciding for itself the extent to which it should defer to any administrative determination by the Department with respect to any matters of fact or law, but in no event shall the Court be precluded from holding evidentiary hearings, considering testimony, or otherwise making determinations of fact if it deems such to be appropriate.

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

#### **XIV. TERMINATION**

93. TTI. Except for the Release contained in Section IX (RELEASE), this Consent Decree shall terminate and be of no further force and effect upon the occurrence of the following events: (a) the Defendants' payment of the full civil penalty as set forth in Section III (PENALTY); (b) TTI's payment of stipulated penalties that may be demanded by the Department under this Consent Decree unless otherwise resolved by dispute resolution; (c) TTI's completion of the Closure Completion terms set forth in Paragraph 52, above, and (d) the Parties have filed a Motion to Terminate and an order of termination is issued by the Court. Notwithstanding the foregoing in this Paragraph, the Parties may terminate this Consent Decree at any time by mutual written agreement and the approval of the Court.

94. Skyline. The prohibitions against operating in Maryland, set forth in Paragraph 55, shall continue to apply indefinitely. Notwithstanding the foregoing in this

Paragraph, the Parties may terminate this Consent Decree at any time by mutual written agreement and the approval of the Court.

#### **XV. RECORD RETENTION**

95. Defendants will retain all documents, including paper and electronic files, relating to this matter for five (5) years after termination of this Consent Decree.

#### **XVI. U.S. INTERNAL REVENUE SERVICE REPORTING REQUIREMENTS**

96. Defendants recognize and acknowledge that the Department is required to report certain fines, penalties, and other amounts to the United States Internal Revenue Service pursuant to 26 U.S.C. § 6050X. Defendants agree to cooperate with the Department in meeting its reporting obligations, and to promptly provide information requested by the Department associated therewith, including Taxpayer Identification Numbers and, if known, the anticipated costs associated with the performance of Section IV (WORK TO BE PERFORMED BY TTI). The Department will not sign this Consent Decree until the information is fully submitted.

97. Penalty payments under this Consent Decree pursuant to Section III (PENALTY) or Section VII (STIPULATED PENALTIES) are penalties within the meaning of Section 162(f)(1) of the Internal Revenue Code, 26 U.S.C. § 162(f)(1), and 26 C.F.R. § 1.162-21(a)(3)(i), and Defendants shall not deduct any penalties paid under this Consent Decree pursuant to Section VII (STIPULATED PENALTIES) or Section III (PENALTY) in calculating its federal income tax.

98. For purposes of the identification requirement in Section 162(f)(2)(A)(ii) of the Internal Revenue Code, 26 U.S.C. § 162(f)(2)(A)(ii), and 26 C.F.R. § 1.162-

21(b)(2)(iii)(A), and without admissions of liability by the Defendants, the Department identifies the performance of Section IV (WORK TO BE PERFORMED BY TTI) as either restitution, remediation, or required to come into compliance with the law or the investigation by the Department into the potential violation of the law. If the aggregate cost of this performance is not identified in this Consent Decree or known at this time, the Department intends to report such performance on Form 1098-F using IRS Code E - "Payment amount not identified."

## **XVII. GENERAL PROVISIONS**

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

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

101. Defendants agree to undertake and complete all actions required respectively of each Defendant by the terms and conditions of this Consent Decree. The work performance obligations of each Defendant under this Consent Order are not joint and several, but separate such that a failure by one Defendant to fulfill its obligations under this Consent Order, shall not be a breach of this Consent Order by the nonbreaching Defendant

or subject the nonbreaching Defendant to enforcement of this Consent Order or to other remedies available to the Department for said breach. In any action by the Department to enforce the terms of this Consent Decree, Defendants consent to and agree not to contest the authority or jurisdiction of the Department to issue or enforce this Consent Decree and agree not to contest the validity of this Consent Decree or its terms or conditions. Defendants agree this Consent Decree is a contract and upon entry by the Court, a final order enforceable in a judicial forum.

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

103. This Consent Decree is the entire agreement between the parties in this case. This Consent Decree constitutes the complete, final and entire understanding of the Parties hereto, and they shall not be bound by any terms, conditions, covenants or representations not expressly herein contained. All prior conversations, meetings, discussions, drafts, and writings of any kind are specifically superseded by this Consent Decree.

104. Except as otherwise expressly provided, nothing in this Consent Decree shall be construed to prevent the Department from seeking any legal or equitable remedies available to it for violations of State law that are not the subject of this Consent Decree, the Complaint, the First Amended Complaint, and the Second Amended Complaint, except as otherwise herein provided.

105. This Consent Decree shall be construed in accordance with the laws of the State of Maryland, without regard to conflicts of laws principles.

106. The provisions of this Consent Decree, including those related to statutory requirements, regulations, or corrective action, including record keeping, reporting and schedules, shall be enforceable by the Department. This Court shall retain jurisdiction over this matter to ensure compliance with the terms of this Consent Decree.

107. Defendants and the Department agree that if any of the provisions of this Consent Decree contravene or are held to be invalid under any applicable law, such provisions shall not invalidate the Consent Decree in its entirety, but the Consent Decree 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.

108. Defendants shall provide written notice to the Department prior to the filing of any petition or the commencement of any proceeding arising under United States Bankruptcy Code, 11 U.S.C. §101 *et seq.*

109. This Consent Decree shall apply to, be binding upon, and inure to the benefit of, Defendants, including Defendants' affiliates.

110. The Department shall sign this Consent Decree following Defendants' signatures. The Consent Decree shall have an effective date of the date that it is entered as an order of the Court.

111. The Parties may execute this Consent Decree in any number of counterparts, each of which shall be deemed an original, and all of which together shall constitute one instrument. The Parties agree that an electronically transmitted scan or other electronic

transmission shall have the same legal force and effect as a manually executed original, including for the purposes of filing with the Court.

**IT IS SO DECREED AND ORDERED** this \_\_\_\_\_ day of \_\_\_\_\_, 2026:

\_\_\_\_\_  
Judge, Circuit Court for Baltimore City

**IT IS SO AGREED AND CONSENTED TO:**

TELEVISION TOWER, INC.

Signed by:  
*William Hooper*  
69D08DBF6848450...  
\_\_\_\_\_  
William Hooper, President

4/3/2026  
\_\_\_\_\_  
Date

SKYLINE TOWER PAINTING, INC.

\_\_\_\_\_  
Lindsey Mecklem, Office Manager

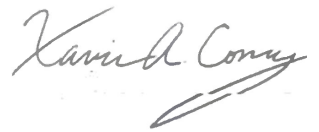
\_\_\_\_\_  
Date

transmission shall have the same legal force and effect as a manually executed original, including for the purposes of filing with the Court.

IT IS SO DECREED AND ORDERED this 10th day of April,  
2026:

04/10/2026 9:02:44 AM

  
\_\_\_\_\_  
Judge, Circuit Court for Baltimore City

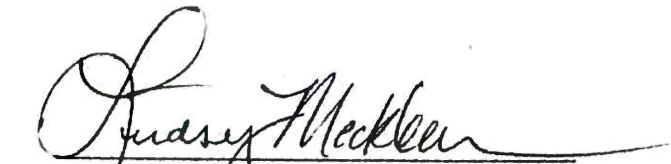


IT IS SO AGREED AND CONSENTED TO:  
TELEVISION TOWER, INC.

\_\_\_\_\_  
William Hooper, President

\_\_\_\_\_  
Date

SKYLINE TOWER PAINTING, INC.

  
\_\_\_\_\_  
Lindsey Mecklem, Office Manager

4/2/2026  
Date

STATE OF MARYLAND,  
DEPARTMENT OF THE ENVIRONMENT



Rick Kessler, Director  
Land and Materials Administration

April 6, 2026

Date



D. Lee Currey, Director  
Water and Science Administration

April 8, 2026

Date

Approved as to form and legal sufficiency this 9<sup>th</sup>

day of April, 2026.



Christopher Corzine  
Assistant Attorney General



Jean Pope  
Assistant Attorney General