

CERCLIS NCD 981 3021 157

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 4

IN THE MATTER OF:)	AGREEMENT FOR RECOVERY
)	OF RESPONSE COSTS
New Hanover County Airport Burn Pit)	
Superfund Site)	
Wilmington, New Hanover County)	U.S. EPA Region 4
North Carolina)	Docket No. CERCLA-04-2007-3754
)	
)	PROCEEDING UNDER SECTION
Cape Fear Community College,)	122(h)(1) OF CERCLA
City of Wilmington,)	42 U.S.C. § 9622(h)(1)
New Hanover County,)	
United States Department of Defense)	
)	
Settling Parties.)	



I. JURISDICTION

1. This Agreement is entered into pursuant to the authority vested in the Administrator of the U.S. Environmental Protection Agency (EPA) by Section 122(h)(1) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (CERCLA), 42 U.S.C. § 9622(h)(1), which authority has been delegated to the Regional Administrators of the EPA by EPA Delegation No. 14-14-D. Authority to enter into or exercise Agency concurrence with this Agreement has been further re-delegated from the Regional Administrator through the Director of the Waste Management Division, through the Associate Division Director for the Office of Superfund and Emergency Response, to the Chief of the CERCLA Program Services Branch (renamed the Superfund Enforcement and Information Management Branch) by EPA Regional Delegation No. R-14-14-D.

2. This Agreement is made and entered into by EPA and Cape Fear Community College, the City of Wilmington, New Hanover County, and the United States Department of Defense (DOD). Cape Fear Community College, the City of Wilmington, New Hanover County, and DOD (collectively, "Settling Parties") consent to and will not contest EPA's jurisdiction to enter into this Agreement or to implement or enforce its terms.

II. BACKGROUND

3. This Agreement concerns the New Hanover County Airport Burn Pit Superfund Site (Site) located in Wilmington, New Hanover County, North Carolina. EPA alleges that the Site is a "facility" as defined by Section 101(9) of CERCLA, 42 U.S.C. § 9601(9).

4. In response to the release or threatened release of hazardous substances at or from the Site, EPA undertook response actions at the Site pursuant to Section 104 of CERCLA, 42 U.S.C. § 9604.

5. In performing these response actions, EPA incurred response costs at or in connection with the Site and will incur additional costs in the future.

6. EPA alleges that Settling Parties are responsible parties pursuant to Section 107(a) of CERCLA, 42 U.S.C. § 9607(a), and that Cape Fear Community College, the City of Wilmington, and New Hanover County (collectively, "Respondents") are jointly and severally liable for response costs incurred at or in connection with the Site.

7. EPA and Settling Parties desire to resolve Settling Parties' alleged civil liability for Future Response Costs without litigation and without the admission or adjudication of any issue of fact or law.

8. EPA and Settling Parties acknowledge that Past Costs are being satisfied via funds received from Axel Johnson Inc., Sprague Energy Corp., and Unocal Corp., that were deposited into the New Hanover County Airport Burn Pit Special Account. Such funds were collected pursuant to the CERCLA Section 122(h)(1) Agreement, No. CER-04-2002-3766, finalized in November 2002.

III. PARTIES BOUND

9. This Agreement shall be binding upon EPA and upon Settling Parties and their successors and assigns. Any change in ownership or corporate or other legal status of any Respondent, including but not limited to, any transfer of assets or real or personal property, shall in no way alter such Respondent's responsibilities under this Agreement. Each signatory to this Agreement certifies that he or she is authorized to enter into the terms and conditions of this Agreement and to bind legally the party represented by him or her.

IV. DEFINITIONS

10. Unless otherwise expressly provided herein, terms used in this Agreement which are defined in CERCLA, or in regulations promulgated under CERCLA, shall have the meaning assigned to them in CERCLA or in such regulations. Whenever terms listed below are used in this Agreement, the following definitions shall apply:

a. "CERCLA" shall mean the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. § 9601, et seq.

b. "Agreement" shall mean this Agreement.

c. "Day" shall mean a calendar day. In computing any period of time under this Agreement, where the last day would fall on a Saturday, Sunday, or federal holiday, the period shall run until the close of business of the next working day.

d. "DOD" shall mean the United States Department of Defense, and any successor departments or agencies of the United States, which is resolving any claims that have been or could be asserted against it with regard to the Site as provided in this Agreement.

e. "EPA" shall mean the United States Environmental Protection Agency and any successor departments, agencies or instrumentalities of the United States.

f. "Future Response Costs" shall mean all costs including, but not limited to, direct and indirect costs that are not inconsistent with the NCP and are, or have been, incurred and/or paid by the United States at or in connection with the Site after February 10, 2005, in connection with the Unilateral Administrative Order for Remedial Design and Remedial Action, U.S. EPA Docket 94-20-C, issued by EPA on February 28, 1994 (the "UAO"), the Scope of Work attached to the UAO (the "SOW"), or this Agreement, including: reviewing or overseeing Respondents' plans, reports, work and other items submitted or conducted pursuant to the UAO and SOW; conducting response activities pursuant to Section XIII (EPA Review of Submissions) of the UAO; performing periodic remedial action reviews under Section X (EPA Periodic Review) of the UAO or Section 121 of CERCLA, 42 U.S.C. § 9621; or implementing, overseeing or enforcing this Agreement; including, but not limited to, payroll costs, contractor costs, travel costs, laboratory costs, costs of attorney time, costs of obtaining access to the Site, and Interest on all such costs accrued from the date payment of a specific amount is due under this Agreement.

g. "Interest" shall mean interest at the current rate specified for interest on investments of the Hazardous Substance Superfund established by 26 U.S.C. § 9507, compounded annually on October 1 of each year, in accordance with 42 U.S.C. § 9607(a).

h. "Paragraph" shall mean a portion of this Agreement identified by an arabic numeral or a lower case letter.

i. "Parties" shall mean EPA and Settling Parties.

j. "Past Response Costs" shall mean all costs, including but not limited to, direct and indirect costs, that EPA, or the U.S. Department of Justice on behalf of EPA, has paid at or in connection with the Site through February 10, 2005, plus accrued Interest on all such costs through such date.

k. "Respondents" shall mean Cape Fear Community College, the City of Wilmington, and New Hanover County.

l. "Section" shall mean a portion of this Agreement identified by a roman numeral.

m. "Settling Parties" shall mean Respondents and DOD.

n. "Site" shall mean the New Hanover County Airport Burn Pit Superfund Site.

o. "United States" shall mean the United States of America, including its departments, agencies and instrumentalities, which includes without limitation EPA and DOD.

V. REIMBURSEMENT OF RESPONSE COSTS

11. Payments of Future Response Costs by Respondents and DOD.

a. Respondents and DOD shall pay all Future Response Costs, as defined in Paragraph 10.f above. Respondents shall reimburse the EPA Hazardous Substance Superfund for all Future Response Costs, as defined in Paragraph 10.f above. In April of each year, EPA will send Respondents a bill requiring payment that includes a SCORPIOS cost summary. Respondents shall make all payments within 120 days of Respondents' receipt of each bill requiring payment, except as otherwise provided in Paragraph 11.d. Respondents shall make all payments required by this Paragraph in accordance with Paragraph 11.b.

b. Payments shall be made by certified or cashier's check made payable to "EPA Hazardous Substance Superfund." Each check shall reference the name and address of the party(ies) making payment, the Site name, the EPA Region and Site/Spill ID Number 04 5Q, and the EPA docket number for this action, and shall be sent to:

U.S. Environmental Protection Agency, Region 4
Cincinnati Accounting Operations
Mellon Lockbox 371099M
Pittsburgh, PA 15251-7099

c. At the time of payment, Respondents shall send notice that such payment has been made to the following persons:

Colleen E. Michuda
USEPA-OEA
61 Forsyth St., S.W.
Atlanta, GA 30303-8960

Paula V. Batchelor
USEPA-SEIMB
Waste Management Division
61 Forsyth Street S.W.
Atlanta, GA 30303-8960

d. Respondents may contest payment of any Future Response Costs under Paragraph 11 if they determine that EPA has made an accounting error or if they allege that a cost

item that is included represents costs that are inconsistent with the NCP. Such objection shall be made in writing within 30 days of receipt of the bill and must be sent to EPA pursuant to Section XIV (Notices and Submissions). Any such objection shall specifically identify the contested Future Response Costs and the basis for the objection. In the event of an objection, Respondents shall within the 120-day period pay all uncontested Future Response Costs to EPA in the manner described in Paragraph 11. Simultaneously, Respondents shall establish an interest-bearing escrow account in a federally-insured bank duly chartered in the State of North Carolina and remit to that escrow account funds equivalent to the amount of the contested Future Response Costs. Respondents shall send to EPA, as provided in Section XIV (Notices and Submissions), a copy of the transmittal letter and check paying the uncontested Future Response Costs, and a copy of the correspondence that establishes and funds the escrow account, including, but not limited to, information containing the identity of the bank and bank account under which the escrow account is established as well as a bank statement showing the initial balance of the escrow account. Simultaneously with establishment of the escrow account, Respondents shall initiate the Dispute Resolution procedures in Section VI (Dispute Resolution).

12. Payment of Future Response Costs by DOD.

a. The United States, on behalf of DOD and consistent with Paragraph 11 above, agrees that it will pay its allocated share of any Future Response Costs to Respondents pursuant to the Settlement Agreement between the United States and Respondents, which resolves potential claims by Respondents under CERCLA, together with other claims, regarding certain costs Respondents have allegedly incurred in response to the release or threatened release of hazardous substances at the Site. The United States, on behalf of DOD, shall not be responsible for any portion of Respondents' Stipulated Penalties, as described in Section VII.

b. The Parties recognize and acknowledge that the payment obligations of DOD under this Agreement can only be paid from appropriated funds legally available for such purpose. Nothing in this Agreement shall be interpreted or construed as a commitment or requirement that DOD obligate or pay funds in contravention of the Anti-Deficiency Act, 31 U.S.C. § 1341, or any other applicable provision of law.

VI. DISPUTE RESOLUTION

13. The dispute resolution procedures of this Section shall be the exclusive mechanism to resolve disputes arising under or with respect to this Agreement. However, the procedures set forth in this Section shall not apply to actions by the United States to enforce obligations of the Respondents that have not been disputed in accordance with this Section.

14. Any dispute which arises pursuant to Paragraph 11.d of this Agreement shall, in the first instance, be the subject of informal negotiations between the parties to the dispute. The dispute shall be considered to have arisen when EPA receives Respondents' written objections as set forth in Paragraph 11.d. The period for informal negotiations shall continue until

Respondents receive written notice from EPA that informal negotiations are concluded. This notice shall state EPA's position on the objections raised by Respondents to any particular costs, and the amount due after any adjustments. Respondents shall either pay the amount due within the 120-day period specified above, or submit a written request to the EPA Waste Management Division Director within 20 days of receipt of notice of EPA's position, invoking her or his assistance in resolving the disputed amounts. The Division Director shall review the relevant records and provide a written statement of her or his decision and the reasons supporting that decision to Respondents. The Division Director's determination is EPA's final decision.

15. If EPA prevails in the dispute, within 5 days of the resolution of the dispute, or within the 120-day period specified above, whichever is later, Respondents shall pay the sums due (with accrued Interest) to the United States in the manner described in Paragraph 11. If Respondents prevail concerning any aspect of the contested costs, Respondents shall pay that portion of the costs (plus associated accrued Interest) for which they did not prevail in the manner described in Paragraph 11. Respondents shall be disbursed any balance of the escrow account. If Respondents fail to make payment consistent with the determination of EPA's Division Director, EPA reserves the right to seek appropriate relief.

16. The invocation of formal dispute resolution procedures under this Section shall not extend, postpone or affect in any way any obligation of Respondents under this Agreement, the UAO or SOW, not directly in dispute, unless EPA agrees otherwise.

VII. FAILURE TO COMPLY WITH AGREEMENT

17. In the event that any payment required by Paragraph 11 is not made when due, Interest shall continue to accrue on the unpaid balance through the date of payment. Payments of Interest made under this Paragraph shall be in addition to such other remedies or sanctions available to the United States by virtue of Respondents' failure to make timely payments under this Section including, but not limited to, payment of stipulated penalties pursuant to Paragraph 19. Respondents shall make all payments required by this Paragraph in the manner described in Paragraph 11.

18. If any amounts due to EPA under Paragraph 11 are not paid by the required date, Respondents shall pay to EPA, as a stipulated penalty, in addition to the Interest required by Paragraph 17, two hundred fifty dollars (\$250.00) per violation per day that such payment is late.

19. Stipulated penalties are due and payable within 30 days of the date of demand for payment of the penalties, unless an extension is granted by EPA. All payments to EPA under Paragraph 18 shall be identified as "stipulated penalties" and shall be made in accordance with Paragraph 11.

20. Penalties shall accrue as provided above regardless of whether EPA has notified Respondents of the violation or made a demand for payment, but need only be paid upon

demand. All penalties shall begin to accrue on the day after performance is due, or the day a violation occurs, and shall continue to accrue through the final day of correction of the noncompliance or completion of the activity. Nothing herein shall prevent the simultaneous accrual of separate penalties for separate violations of this Agreement.

21. In addition to the Interest and Stipulated Penalty payments required by this Section and any other remedies or sanctions available to EPA by virtue of Respondents' failure to comply with the requirements of this Agreement, if Respondents fail or refuse to comply with any term or condition of this Agreement, they shall be subject to enforcement action pursuant to Section 122(h)(3) of CERCLA, 42 U.S.C. § 9622(h)(3). If the United States, on behalf of EPA, brings an action to enforce this Agreement, Respondents shall reimburse the United States for all costs of such action, including but not limited to costs of attorney time.

22. Notwithstanding any other provision of this Section, EPA may, in its unreviewable discretion, waive payment of any portion of the stipulated penalties that have accrued pursuant to this Agreement.

VIII. COVENANTS BY EPA

23. Covenant Not to Sue Respondents by EPA. Except as specifically provided in Paragraph 25 (Reservations of Rights by EPA), EPA covenants not to sue Respondents pursuant to Section 107(a) of CERCLA, 42 U.S.C. § 9607(a), to recover Past Response Costs and/or Future Response Costs. This covenant shall take effect upon receipt by EPA of all amounts required by Paragraphs 11, 17 and 18. This covenant not to sue is conditioned upon the satisfactory performance by Respondents of their obligations under this Agreement. This covenant not to sue extends only to Respondents and does not extend to any other person.

24. Covenant Not to Take Administrative Action Against DOD by EPA. Except as specifically provided in Paragraph 25 (Reservation of Rights by EPA), EPA covenants not to take administrative action against DOD pursuant to Section 107(a) of CERCLA, 42 U.S.C. § 9607(a), to recover Past Response Costs and/or Future Response Costs. This covenant shall take effect on receipt by EPA of all payments required by Paragraphs 11, 17 and 18. This covenant is conditioned on the satisfactory performance by DOD of its obligations under this Agreement. This covenant extends only to DOD and does not extend to any other person.

IX. RESERVATIONS OF RIGHTS BY EPA

25. The covenants by EPA set forth in Section VIII do not pertain to any matters other than those expressly identified therein. EPA reserves, and this Agreement is without prejudice to, all rights against Settling Parties with respect to all other matters, including but not limited to:

- a. liability for failure of Settling Parties to meet a requirement of this Agreement;

b. liability for costs incurred or to be incurred by the United States that are not within the definition of Past Response Costs and Future Response Costs;

c. liability for injunctive relief or administrative order enforcement under Section 106 of CERCLA, 42 U.S.C. § 9606;

d. criminal liability; and

e. liability for damages for injury to, destruction of, or loss of natural resources, and for the costs of any natural resource damage assessments.

26. Nothing in this Agreement is intended to be nor shall it be construed as a release, covenant not to sue, or compromise of any claim or cause of action, administrative or judicial, civil or criminal, past or future, in law or in equity, which the United States may have against any person, firm, corporation or other entity not a signatory to this Agreement.

X. COVENANTS BY RESPONDENTS AND DOD

27. Covenant Not to Sue by Respondents. Respondents agree not to assert any claims or causes of action against the United States, or its contractors or employees, with respect to Past Response Costs, Future Response Costs, or this Agreement, including but not limited to:

a. any direct or indirect claim for reimbursement from the EPA Hazardous Substance Superfund established by 26 U.S.C. § 9507, based on Sections 106(b)(2), 107, 111, 112, or 113 of CERCLA, 42 U.S.C. §§ 9606(b)(2), 9607, 9611, 9612, or 9613, or any other provision of law;

b. any claims arising out of the response actions at the Site for which Past Response Costs were or Future Response Costs are incurred; and

c. any claim against the United States pursuant to Sections 107 and 113 of CERCLA, 42 U.S.C. §§ 9607 and 9613, relating to Past Response Costs and/or Future Response Costs. Notwithstanding the foregoing, Respondents reserve any right they may have to seek reimbursement from the EPA Hazardous Substance Superfund for the costs of conducting any Additional Response Actions on the basis that such required work was found to be either inconsistent with the National Contingency Plan or arbitrary and capricious.

28. Covenant by DOD. DOD hereby agrees not to assert any direct or indirect claim for reimbursement from the EPA Hazardous Substance Superfund based on Sections 106(b)(2), 107, 111, 112, or 113 of CERCLA, 42 U.S.C. §§ 9606(b)(2), 9607, 9611, 9612, or 9613, or any other provision of law with respect to Past Response Costs and/or Future Response Costs, or this Agreement. This covenant does not preclude demand for reimbursement from the Superfund of

costs incurred by DOD in the performance of its duties (other than pursuant to this Agreement) as lead or support agency under the National Contingency Plan (40 C.F.R. Part 300).

29. Nothing in this Agreement shall be deemed to constitute approval or preauthorization of a claim within the meaning of Section 111 of CERCLA, 42 U.S.C. § 9611, or 40 C.F.R. § 300.700(d).

XI. EFFECT OF SETTLEMENT/CONTRIBUTION PROTECTION

30. Nothing in this Agreement shall be construed to create any rights in, or grant any cause of action to, any person not a Party to this Agreement. EPA and Settling Parties each reserve any and all rights (including, but not limited to, any right to contribution), defenses, claims, demands, and causes of action which each Party may have with respect to any matter, transaction, or occurrence relating in any way to the Site against any person not a Party hereto.

31. EPA and Settling Parties agree that the actions undertaken by Settling Parties in accordance with this Agreement do not constitute an admission of any liability by Settling Parties. Settling Parties do not admit, and retain the right to controvert in any subsequent proceedings other than proceedings to implement or enforce this Agreement, the validity of the facts or allegations contained in Section II of this Agreement.

32. The Parties agree that Settling Parties are entitled, as of the effective date of this Agreement, to protection from contribution actions or claims as provided by Sections 113(f)(2) and 122(h)(4) of CERCLA, 42 U.S.C. §§ 9613(f)(2) and 9622(h)(4), for "matters addressed" in this Agreement. The "matters addressed" in this Agreement are Past Response Costs and Future Response Costs.

33. Settling Parties agree that with respect to any suit or claim for contribution brought by them for matters related to this Agreement, they will notify EPA in writing no later than 60 days prior to the initiation of such suit or claim. Settling Parties also agree that, with respect to any suit or claim for contribution brought against them for matters related to this Agreement, they will notify EPA in writing within 10 days of service of the complaint or claim upon it. In addition, Settling Parties shall notify EPA within 10 days of service or receipt of any Motion for Summary Judgment and within 10 days of receipt of any order from a court setting a case for trial, for matters related to this Agreement.

34. In any subsequent administrative or judicial proceeding initiated by EPA, or by the United States on behalf of EPA, for injunctive relief, recovery of response costs, or other appropriate relief relating to the Site, Settling Parties shall not assert, and may not maintain, any defense or claim based upon the principles of waiver, res judicata, collateral estoppel, issue preclusion, claim-splitting, or other defenses based upon any contention that the claims raised in the subsequent proceeding were or should have been brought in the instant case; provided, however, that nothing in this Paragraph affects the enforceability of the covenants by EPA set

forth in Section VIII. Settling Parties also shall not assert, plead, or raise against the United States in any fashion, any defense or claim concerning the timeliness of commencing an action for recovery of any costs in connection with the Site including a claim or defense based on the principles of laches, estoppel, or a statutory limitations period.

XII. UNILATERAL ADMINISTRATIVE ORDER

35. By signing this Agreement, Respondents agree not to contest their obligations to complete the work required by the Unilateral Administrative Order (UAO), EPA Docket No. 94-20-C issued by EPA to Respondents on February 28, 1994. Respondents also acknowledge and agree that the UAO remains independently enforceable pursuant to applicable provisions of 42 U.S.C. §§ 9606 and 9607(C)(3) of CERCLA.

XIII. RETENTION OF RECORDS

36. Until 10 years after the effective date of this Agreement, Respondents shall preserve and retain all records and documents now in their possession or control, or which come into their possession or control, that relate in any manner to response actions taken at the Site or to the liability of any person for response actions conducted and to be conducted at the Site, regardless of any corporate retention policy to the contrary.

37. After the conclusion of the document retention period in the preceding paragraph, Respondents shall notify EPA at least 90 days prior to the destruction of any such records or documents, and, upon request by EPA, Respondents shall deliver any such records or documents to EPA. Respondents may assert that certain documents, records, or other information are privileged under the attorney-client privilege or any other privilege recognized by federal law. If Respondents assert such a privilege, they shall provide EPA with the following: 1) the title of the document, record, or information; 2) the date of the document, record, or information; 3) the name and title of the author of the document, record, or information; 4) the name and title of each addressee and recipient; 5) a description of the subject of the document, record, or information; and 6) the privilege asserted. However, no documents, reports, or other information created or generated pursuant to the requirements of this or any other judicial or administrative settlement with the United States shall be withheld on the grounds that they are privileged. If a claim of privilege applies only to a portion of a document, the document shall be provided to EPA in redacted form to mask the privileged information only. Respondents shall retain all records and documents that they claim to be privileged until EPA has had a reasonable opportunity to dispute the privilege claim and any such dispute has been resolved in Respondents' favor.

38. By signing this Agreement, Respondents certify that, to the best of their knowledge and belief, they have:

a. conducted a thorough, comprehensive, good faith search for documents, and have fully and accurately disclosed to EPA, all information currently in their possession, or in the

possession of their officers, directors, employees, contractors or agents, which relates in any way to the ownership, operation or control of the Site, or to the ownership, possession, generation, treatment, transportation, storage or disposal of a hazardous substance, pollutant or contaminant at or in connection with the Site;

b. not altered, mutilated, discarded, destroyed or otherwise disposed of any records, documents or other information relating to their potential liability regarding the Site, after notification of potential liability or the filing of a suit against Respondents regarding the Site; and

c. fully complied with any and all EPA requests for information regarding the Site pursuant to Sections 104(e) and 122(e) of CERCLA, 42 U.S.C. §§ 9604(e) and 9622(e).

39. The United States acknowledges that DOD: 1) is subject to all applicable federal record retention laws, regulations and policies; and 2) has fully complied with any and all EPA requests for information pursuant to Sections 104(e) and 122(e) of CERCLA, 42 U.S.C. §§ 9604(e) and 9622(e), and Section 3007 of RCRA, 42 U.S.C. § 6927.

XIV. NOTICES AND SUBMISSIONS

40. Whenever, under the terms of this Agreement, notice is required to be given or a document is required to be sent by one Party to another, it shall be directed to the individuals at the addresses specified below, unless those individuals or their successors give notice of a change to the other Party in writing. Written notice as specified herein shall constitute complete satisfaction of any written notice requirement of this Agreement with respect to EPA and Settling Parties.

As to EPA:

Colleen E. Michuda
USEPA-OEA
Atlanta Federal Center
61 Forsyth, St., SW
Atlanta, GA 30303-8960

As to Respondents:

Thomas C. Pollard
City Attorney
City of Wilmington
P.O. Box 1810
Wilmington, NC 28402

Wanda M. Copley
County Attorney
New Hanover County
320 Chestnut St., Room 309
Wilmington, NC 28401

Eric McKeithan
President
Cape Fear Community College
411 North Front St.
Wilmington, NC 28401

With a copy to:

James W. Norment
Ward and Smith, P.A.
P.O. Box 7068
Wilmington, NC 28406-7068

As to DOD:

Chief, Environmental Defense Section
P.O. Box 23986
Washington, DC 20026-3986

Catherine Sanders
US Army Corps of Engineers
601 12th Street
Kansas City, MO 64106

XV. INTEGRATION

41. This Agreement constitutes the final, complete and exclusive agreement and understanding among the Parties with respect to the settlement embodied in this Agreement. The Parties acknowledge that there are no representations, agreements or understandings relating to the settlement other than those expressly contained in this Agreement.

XVI. EFFECTIVE DATE

43. The effective date of this Agreement shall be the date upon which the Agreement is signed by EPA.

In the matter of the New Hanover County Airport Burn Pit Superfund Site,
Docket No. CERCLA-04-2007-3754

IT IS SO AGREED:

U.S. Environmental Protection Agency

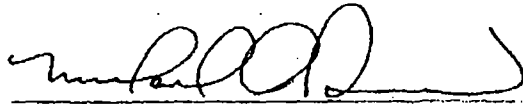
By: Rosalind Brown
Rosalind Brown
Chief, Superfund Enforcement and Information
Management Branch
Waste Management Division

11-21-06
Date

THE UNDERSIGNED SETTLING PARTY enters into this Agreement relating to the New Hanover County Airport Burn Pit Superfund Site in Wilmington, New Hanover County, North Carolina:

FOR SETTLING PARTY: United States Department of Defense

By:



Michael A. Rossi
Colonel, Corps of Engineers
District Engineer

Date

28 Sep 06

THE UNDERSIGNED SETTLING PARTY enters into this Agreement relating to the New Hanover County Airport Burn Pit Superfund Site in Wilmington, New Hanover County, North Carolina:

FOR SETTLING PARTY: United States Department of Defense

By: _____

_____ Date

THE UNDERSIGNED SETTLING PARTY enters into this Agreement relating to the New Hanover County Airport Burn Pit Superfund Site in Wilmington, New Hanover County, North Carolina:

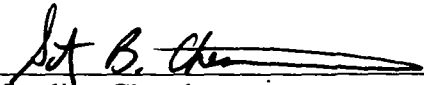
FOR SETTLING PARTY: Cape Fear Community College

By: *Gina McPeters*

10/31/06
Date

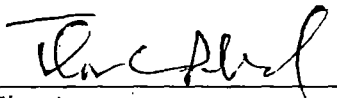
THE UNDERSIGNED SETTLING PARTY enters into this Agreement relating to the New Hanover County Airport Burn Pit Superfund Site in Wilmington, New Hanover County, North Carolina:

FOR SETTLING PARTY: City of Wilmington

By: 
Sterling Cheatham
City Manager

9/26/06
Date

APPROVED AS TO FORM:

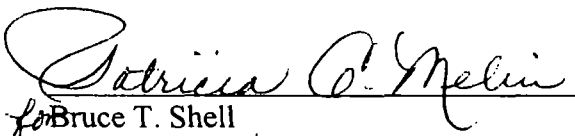

City Attorney

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act this 26th day of September 2006.


W. Brent McAbee, Finance Director


THE UNDERSIGNED SETTLING PARTY enters into this Agreement relating to the New Hanover County Airport Burn Pit Superfund Site in Wilmington, New Hanover County, North Carolina:

FOR SETTLING PARTY: County of New Hanover

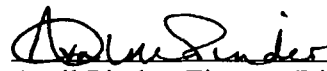
By: 
for Bruce T. Shell
County Manager

10/13/06
Date

APPROVED AS TO FORM:


County Attorney

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act this 13 day of October, 2006.


Avril Pinder, Finance Director