



STATE OF DELAWARE  
DEPARTMENT OF NATURAL RESOURCES  
AND ENVIRONMENTAL CONTROL  
89 KINGS HIGHWAY  
DOVER, DELAWARE 19901

OFFICE OF THE  
SECRETARY

PHONE: (302) 739-9000  
FAX: (302) 739-6242

**NOTICE OF ADMINISTRATIVE PENALTY ASSESSMENT  
AND SECRETARY'S ORDER**

Pursuant to 7 *Del. C.* § 6005

**Order No. 2015-WH-0038**

*PERSONALLY SERVED BY AN ENVIRONMENTAL  
PROTECTION OFFICER*

**Issued To:**

Attn: Mr. Steven M. Seip, P.E.,  
Chief, Installation Management Flight  
Dover Air Force Base  
436 CES/CEI  
Dover AFB, DE 19902-5600

436<sup>th</sup> AW Staff Judge Advocate  
Dover Air Force Base  
436 CES/CEI  
Dover AFB, DE 19902-5600

Dear Mr. Seip:

The Secretary of the Department of Natural Resources and Environmental Control ("Department") has found the Dover Air Force Base ("Respondent" or "DAFB") in violation of 7 *Del. C.* Chapters 60 and 63 and 7 DE Admin. Code 1302, Delaware's *Regulations Governing Hazardous Waste* ("DRGHW"). Accordingly, the Department is issuing this Notice of Administrative Penalty Assessment, pursuant to 7 *Del. C.* § 6005(b)(3).

***BACKGROUND***

Respondent is a United States Air Force Base located two miles southeast of the City of Dover, Delaware. Respondent, according to its on-line profile, is home to the 436<sup>th</sup> Airlift Wing, known as the "Eagle Wing" and the 512<sup>th</sup> Airlift Wing (Air Force Reserve associate), referred to as the "Liberty Wing." The 436<sup>th</sup> Airlift Wing is the active duty military host unit at DAFB. The on-line profile further indicates that Respondent operates the largest and busiest air freight terminal in the United States Department of Defense.

*Delaware's Good Nature depends on you!*

Respondent is a large quantity generator (“LQG”)<sup>1</sup> of hazardous waste. As a generator of hazardous waste, Respondent is subject to compliance inspections, by the Solid and Hazardous Waste Management Section (SHWMS”), pursuant to 7 DE Admin. Code 1302, Delaware’s *Regulations Governing Hazardous Waste* (“DRGHW”).

On November 26, 2013, Respondent requested a meeting with the SHWMS to discuss what Respondent described as an “unforeseen paint issue” that occurred at two DAFB facilities, during paint removal operations. On December 2, 2013, a meeting was scheduled for December 4, 2013, to address the matter.

In preparation for the meeting, on December 2, 2013, the SHWMS requested that Respondent provide a written synopsis of the events in question, prior to the meeting. A DAFB representative replied indicating that Respondent would prefer to discuss the matter with the SHWMS prior to submitting the written synopsis. The SHWMS representative replied to Respondent via e-mail, re-affirming the fact that the SHWMS “would like something in writing prior to the meeting.” The DAFB representative replied stating that he would try to put something together prior to the meeting. The SHWMS, however, did not receive the requested synopsis from DAFB.

During the meeting, Respondent’s representatives disclosed information to the SHWMS relating to two paint removal operations that had been conducted at DAFB. They described the general time frame of the events and indicated that analytical results revealed that waste generated from both operations was hazardous for metals content. The SHWMS again instructed Respondent to detail the events in writing, as pertinent details were not available and/or not provided during the meeting.

Respondent submitted a letter to the SHWMS dated January 10, 2014, detailing its description of the paint removal operations. The SHWMS replied in a letter dated March 21, 2014, with additional questions, requiring a response from Respondent. In a letter dated April 30, 2014, Respondent provided its additional responses to the SHWMS.

On the basis of the information gathered, Respondent was found to be in violation of applicable state statutes and regulations governing the generation and accumulation of hazardous waste. The Department formally notified Respondent of its violations by issuing Notice of Violation (“NOV”) No. 14-HW-11, dated June 20, 2014. The NOV required Respondent to comply with the NOV’s requirements and submit documentation demonstrating compliance within thirty (30) days of receipt of the NOV.

The SHWMS received a response to the NOV, from Respondent, on August 8, 2014. The response included the required closure plan detailing sampling and analytical requirements

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<sup>1</sup> Generators of more than 1,000 kilograms (2,200 pounds) of hazardous waste in any calendar month are large quantity generators (Delaware’s *Regulations Governing Hazardous Waste*, 2013).

necessary to demonstrate hazardous waste or its constituents were not released to the environment. In a letter dated August 18, 2014, the SHWMS approved the submitted closure plan.

On August 22, 2014, Respondent, via a contractor, conducted sampling of the affected area. Respondent submitted the analytical data obtained from those samples in a closure report dated September 11, 2014. On the basis of the data submitted, the Department informed Respondent in a letter dated October 14, 2014, that the former hazardous waste pile is considered closed and no removal of soils will be required under the approved closure plan.

### ***FINDINGS OF FACT AND VIOLATION INCLUDING REGULATORY REQUIREMENTS***

#### **1. Section 262.11 of DRGHW states in part:**

*“A person who generates a solid waste, as defined in §261.2, must determine if that waste is a hazardous waste...”*

On September 16, 2013, a paint contractor, retained by Respondent, began a paint removal operation by blasting the existing facility paint topcoat with a wet slurry mixture process, at Facility 780. Respondent initially believed the paint waste to be non-hazardous and therefore, the waste paint debris and wet slurry mixture was stored in a waste pile on the southwestern side of Facility 780 on an asphalt parking lot. The paint contractor, however, observed unforeseen paint colors in the waste and requested that Respondent collect a sample of the waste for proper characterization. A sample was collected on October 21, 2013, and analytical results were received on October 29, 2013. The analytical results revealed the waste to be hazardous for chromium content. Failing to make a proper hazardous waste determination at the time of generation is a violation of § 262.11 of DRGHW.

#### **2. Section 264.250, Subpart L of DRGHW states:**

*“(a) The regulations in this subpart apply to owners and operators of facilities that store or treat hazardous waste in piles, except as §264.1 provides otherwise.  
(b) The regulations in this subpart do not apply to owners and operators of waste piles that are closed with wastes left in place. Such waste piles are subject to regulation under Subpart N of this part (Landfills).  
(c) The owner or operator of any waste pile that is inside or under a structure that provides protection from precipitation so that neither run-off nor leachate is generated is not subject to regulation under §264.251 and those requirements of Subpart F that the Secretary determines not to be necessary, provided that:  
(1) Liquids or materials containing free liquids are not placed in the pile;  
(2) The pile is protected from surface water run-on by the structure or in some other manner;*

- (3) The pile is designed and operated to control dispersal of the waste by wind, where necessary, by means other than wetting; and*  
*(4) The pile will not generate leachate through decomposition or other reactions.”*

The stockpiled waste referenced in Violation # 1 remained on the asphalt parking lot until November 7, 2013 (9 days after it was determined to be hazardous waste). It was placed into a roll-off container and shipped off-site as hazardous waste on Manifest 006033092JJK. In order to avail itself to the hazardous waste generator requirements, Respondent would be required to containerize all hazardous waste upon generation. As the waste was not containerized, Respondent operated a hazardous waste pile and violated the requirements of § 264.250, Subpart L of DRGHW.

Subpart L requires operators to provide containment and design a control system capable of preventing flow onto the pile during peak discharge from a 25-year storm. It also states that no liquids or wastes containing free liquids can be placed in the waste pile. A liner system with a leak detection system must also be installed below the waste pile, monitored, and monitoring results documented. DAFB did not comply with any of these requirements of Subpart L.

**3. Section 122.1(c) of DRGHW states:**

*“Scope of the hazardous waste permit requirement. DNREC requires a permit for the ‘treatment’, ‘storage’, and ‘disposal’ of any ‘hazardous waste’ as identified or listed in Part 261. The terms ‘treatment’, ‘storage’, ‘disposal’, and ‘hazardous waste’ are defined in Section 122.2. Owners and operators of hazardous waste management units must have permits during the active life (including the closure period) of the unit. Owners or operators of surface impoundments, landfills, land treatment units, and waste pile units that received wastes after July 26, 1982, or that certified closure (according to Section 265.115) after January 26, 1983, must have post-closure permits, unless they demonstrate closure by removal or decontamination as provided under Section 122.1(c)(5) and (6) or obtain an enforceable document in lieu of a post-closure permit, as required under (c)(7) of this section. If a post-closure permit is required, the permit must address applicable Part 264 groundwater monitoring, unsaturated zone monitoring, corrective action, and post-closure care requirements of these regulations. The denial of a permit for the active life of a hazardous waste management facility or unit does not affect the requirement to obtain a post-closure permit under this section.”*

The operation of a hazardous waste pile requires a permit. Respondent did not request, nor was granted, a permit to operate a hazardous waste pile at this location, a violation of § 122.1(c) of DRGHW.

**4. Section 262.11 of DRGHW states in part:**

*“A person who generates a solid waste, as defined in §261.2, must determine if that waste is a hazardous waste...”*

Sandblasting operations occurred at Facility 635 beginning on August 26, 2013, and ended on September 4, 2013. The operations generated three 5-gallon buckets of sandblasting/paint waste. Subsequent to determining on October 29, 2013, that the waste generated from Facility 780 was hazardous, Respondent’s representatives obtained a sample of residual blasting debris located in Facility 635. They also contacted the contractor and asked that the three buckets generated between August 26, 2013, and September 4, 2013, be returned to DAFB to await analytical results. The three buckets were returned and analytical results revealed the waste was hazardous for chromium and lead. Respondent’s representatives failed to make a proper hazardous waste determination on the sandblasting debris at the time of generation. This is a violation of § 262.11 of DRGHW.

**5. Section 262.20(a)(1) of DRGHW states:**

*“A generator who transports, or offers for transportation, hazardous waste for offsite treatment, storage, or disposal, or a treatment, storage, and disposal facility who offers for transport a rejected hazardous waste load, must prepare a Manifest (U.S. OMB Control Number 2050 0039) on EPA Form 8700 22 and, if necessary EPA Form 8700 22A, according to the instructions included in the appendix to this part.”*

The sandblasting debris generated at Facility 635 was shipped off-site and returned to DAFB without a hazardous waste manifest. Failure to prepare a manifest for transporting hazardous waste is a violation of § 262.20(a)(1).

**6. Section 262.12(c) of DRGHW states:**

*“A generator must not offer his hazardous waste to transporters that have not received an EPA identification number and a Delaware hazardous waste transporter permit or to treatment, storage, or disposal facilities that have not received an EPA identification number.”*

When the sandblasting debris, generated at Facility 635, left DAFB for disposal, the contractor originally provided information to Respondent indicating that the waste was destined for a concrete mixing facility. Accordingly, the SHWMS asked for the name and address of the concrete mixing facility. In its April 30, 2014 response to the SHWMS, Respondent stated that the paint contractor was not planning to take it to a concrete mixing facility, but instead the waste was destined to go to Pigeon Point Landfill in New Castle, Delaware. Neither the concrete facility, nor Pigeon Point Landfill have received an EPA

identification number or are permitted to accept hazardous waste. Additionally, Pigeon Point Landfill is a closed solid waste landfill and cannot receive any waste. In addition, the painting contractor is not in possession of a hazardous waste transporter permit or an EPA identification number. Offering hazardous waste for disposal at an unauthorized facility and to a transporter lacking an EPA identification number and Delaware hazardous waste transporter permit is a violation of § 262.12(c) of DRGHW.

### ***CONCLUSIONS***

Based on the foregoing, the Department has concluded that DAFB has violated the above cited regulatory provisions.

*[THIS SECTION LEFT INTENTIONALLY BLANK]*

### ***ASSESSMENT OF PENALTY AND COSTS***

Pursuant to the provisions of 7 *Del. C.* § 6005(b)(3), this is written notice to Respondent that on the basis of its findings, the Department is assessing Respondent an administrative penalty of \$44,164.00 for the violations identified in this Assessment and Order.

In addition to the penalty assessment, Respondent is hereby assessed actual costs in the amount of \$5,240.08, pursuant to 7 *Del. C.* § 6005(c), which were incurred by the Department in abating the noted violations.

Respondent shall submit two payments within 30 days from the receipt of this Assessment and Order: one in the amount of \$44,164.00 to pay the penalty and one in the amount of \$5,240.08 to pay the Department's costs. Payment shall be made by Electronic Funds Transfer (EFT), payable to DNREC, and shall be deposited in accordance with current EFT procedures provided to DAFB by DNREC. The costs of such EFT shall be DAFB's responsibility. At the time of payment, DAFB shall provide written notice of payment to:

- (a) DNREC: Karen G. J'Anthony, DNREC – SHWMS, 89 Kings Highway, Dover, Delaware 19901.
- (b) Delaware DOJ: William J. Kassab, Deputy Attorney General, Department of Justice, Environmental Unit, 102 W. Water Street-3<sup>rd</sup> Floor, Dover, Delaware 19904.

The Department reserves the right to take additional enforcement actions regarding these and other violations at Dover Air Force Base, including but not limited to one or more of the following: an action under 7 *Del. C.* § 6005(b)(1) seeking penalties for past violations, an action under 7 *Del. C.* § 6005(b)(2) seeking penalties for continuing violations, an action in the Court of Chancery pursuant to 7 *Del. C.* § 6005(b)(2) seeking a temporary restraining order or an injunction, and the imposition of civil penalties and recovery of the Department's costs and attorney's fees pursuant to 7 *Del. C.* §§ 6005(b)(3) & (c)(1).

### ***PUBLIC HEARING AND APPEAL RIGHTS***

This Notice of Administrative Penalty Assessment and Order shall become effective and final unless the Department receives from Respondent, no later than 30 days from the receipt of this Notice, a written request for a public hearing on these matters as provided in 7 *Del. C.* § 6005(b)(3) and (c). The Department does not otherwise intend to convene a public hearing on these matters, but reserves the right to do so at its discretion. If no public hearing is requested within thirty days, this Order shall become final.

Any person whose interest is substantially affected by an action of the Secretary may appeal to the Environmental Appeals Board, pursuant to 7 *Del. C.* § 6008(a), within twenty (20) days of the receipt or publication of the Secretary's final order.

If no hearing is requested and no appeal is filed, the administrative penalty of \$44,164.00 and costs in the amount of \$5,240.08 shall be due and owing. In the alternative, Respondent may pay the penalty and costs within thirty (30) days of receipt of this Notice as delineated in the Assessment Section above by executing the attached waiver form and remitting payment to the Department. By doing so, Respondent waives its right to a hearing and the opportunity to appeal or contest this Assessment and Order, which shall become a final Order.

To request a hearing, please submit your request, in writing, to:

Department of Natural Resources and Environmental Control  
Office of the Secretary  
89 Kings Highway  
Dover, DE 19901  
Ph: (302) 739-9000

To submit an appeal to the Environmental Appeals Board, there is a \$50.00 filing fee that should be made payable to the: "Environmental Appeals Board" and sent to:

Department of Natural Resources and Environmental Control  
Office of the Secretary  
Attn: Assistant to the Environmental Appeals Board  
89 Kings Highway  
Dover, DE 19901  
Ph: (302) 739-9000

If you have any questions, please contact Karen J'Anthony at (302) 739-9403.

9/22/15  
Date

  
David S. Small, Secretary

Enf/DAFB Adm. Penalty Order

cc: William J. Kassab, Deputy Attorney General  
Marjorie A. Crofts, WHS Director  
Nancy C. Marker, SHWMS Program Administrator  
Karen G. J'Anthony, SHWMS Program Manager  
Melissa A. Ferree, SHWMS Engineer  
Jenny M. Bothell, Enforcement Coordinator  
Susan S. Baker, Paralegal  
SHWMS File

## ***WAIVER OF STATUTORY RIGHT TO A HEARING AND APPEAL***

**Dover Air Force Base** hereby acknowledges it has read and understands this Notice, and voluntarily waives its right to a hearing and to appeal or contest this Assessment and Order and agrees to the following:

1. **Dover Air Force Base** will pay the administrative penalty in the amount of \$44,164.00 to the "State of Delaware" within 30 days of receipt of this Assessment and Order. The payment will be made in accordance with the Assessment section above; and
2. **Dover Air Force Base** will reimburse the Department's costs in the amount of \$5,240.08. The reimbursement shall be paid within 30 days of receipt of this Assessment and Order. The payment will be made in accordance with the Assessment section above.

**Dover Air Force Base**

Date: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

## SETTLEMENT AGREEMENT

This Settlement Agreement (hereinafter "Agreement"), dated September 22, 2015, is entered into between and among the Delaware Department of Natural Resources and Environmental Control (hereinafter "DNREC") and Dover Air Force Base (hereinafter "DAFB"), collectively referred to herein as the "Parties".

### RECITALS

WHEREAS, on September 22, 2015, DNREC issued a Notice of Administrative Penalty Assessment and Secretary's Order, Order No. 2015-WH-0038 (hereinafter "Order No. 2015-WH-0038"), which cited DAFB for violations of Title 7 of the Delaware Code and of Title 7 of the Delaware Administrative Code, Section 1302, Delaware's *Regulations Governing Hazardous Waste*;

WHEREAS, Order No. 2015-WH-00[] imposed an administrative penalty on DAFB in the amount of \$44,164.00, pursuant to 7 *Del. C.* § 6005(b)(3), and costs in the amount of \$5,240.08, pursuant to 7 *Del. C.* § 6005(c), which costs were incurred by DNREC in abating the violations noted in Order No. 2015-WH-0038;

WHEREAS, DNREC and DAFB have negotiated in good faith, and are desirous of seeking an amicable resolution of the issues to avoid the expense, burden, inconvenience, and uncertainty of continuing litigation, and agree to be bound by the terms that follow:

### AGREEMENT

NOW, THEREFORE, in exchange for the mutual considerations set forth below and for other good and valuable consideration, the receipt and sufficiency of which the Parties hereby acknowledge, the Parties amicably agree to resolve all violations cited in Order No. 2015-WH-0038, stipulating as follows:

(1) Penalty:

- (a) DAFB agrees to pay an administrative penalty in the amount of \$44,164.00. Payment of the administrative penalty shall be due within thirty (30) days of the execution of this Agreement. Payment shall be made by Electronic Funds Transfer (EFT), payable to DNREC, and shall be deposited in accordance with current EFT procedures provided to DAFB by DNREC. The costs of such EFT shall be DAFB's responsibility. At the time of payment, DAFB shall provide written notice of payment to DNREC and DOJ in accordance with Paragraph 13 (Notices).

(2) Costs:

- (a) DAFB agrees to reimburse DNREC's costs in the amount of \$5,240.08, which were incurred by DNREC in abating the violations stated in Order No. 2015-WH-

0038. Payment of DNREC's costs shall be due within thirty (30) days of the execution of this Agreement. Payment shall be made by Electronic Funds Transfer (EFT), payable to DNREC, and deposited in accordance with current EFT procedures provided to DAFB by DNREC. The costs of such EFT shall be DAFB's responsibility. At the time of payment, DAFB shall provide written notice of payment to DNREC and DOJ in accordance with Paragraph 13 (Notices).

(3) Term: This Agreement shall terminate upon receipt by DNREC of DAFB's payment of the administrative penalty and DNREC's costs. The term of this Agreement may be extended only through a writing executed by the Parties.

(4) Release: In exchange for DAFB's payment of the administrative penalty and DNREC's costs as well as for DAFB's compliance with this Agreement, DNREC agrees to release DAFB from liability for violation(s) alleged in Order No. 2015-WH-0038.

(a) Nothing in this release or this Agreement shall be construed to limit or affect DNREC's right or ability to bring any action allowable by law against DAFB or its owner(s), operator(s), employee(s), agent(s), or servant(s) for any violation(s) unrelated to those violations alleged in Order No. 2015-WH-00[].

(5) Expenses, Costs, Attorneys Fees and Interest: With the exception of DNREC's costs as provided for in paragraph (2) of this Agreement, the Parties shall bear their own costs, expenses, and attorney's fees incurred in connection with this Agreement.

(6) Dispute Resolution: If either party believes the other party has not complied with the terms of this Agreement, it shall notify the other party in writing of the alleged breach of this Agreement. Within fifteen (15) days of receipt by one party of the other party's writing notifying of the alleged breach, the Parties shall enter into negotiations to resolve the dispute. After fifteen (15) days of the date of receipt by one party of the other party's written notice of the alleged breach, either party is free to seek any and all applicable relief concerning the alleged breach and this Agreement.

(7) Binding on Successors: It is the intention of the Parties that this Agreement shall be binding upon and enforced against the Parties and their successors, heirs, executors, administrators and assigns.

(8) Severability: In the event that any provision (section, paragraph, or portions thereof) of this Agreement shall be held invalid or unenforceable for any reason, it shall not in any way invalidate, affect or impair the remaining provision(s) (sections, paragraphs, or portions thereof) of this Agreement, and to this end, the provisions of this Agreement are hereby declared to be severable.

(9) Authorship: No provision(s) or paragraph(s) of this Agreement shall be construed based on the authorship.

(10) Executed in Counterparts: This Agreement may be executed in any number of counterparts, each of which, when executed, shall be deemed to be an original and all of which together shall constitute one and the same document.

(11) Compliance with Law: Nothing in this Agreement shall relieve DAFB of its obligation to comply with all applicable federal, state or local laws. Failure to obtain adequate funds or appropriations from Congress does not release DAFB from its obligation to comply with either the Resource Conservation and Recovery Act, the applicable regulations thereunder, or with Delaware's *Regulations Governing Hazardous Waste*, or with this Agreement. Nothing in this Agreement shall be interpreted to require obligation or payment of funds in violation of the Antideficiency Act, 31 U.S.C. § 1341.

(12) Good Faith: The Parties agree to act in good faith and to cooperate fully with each other in carrying out the intent of this Agreement, provided that nothing in this Agreement shall be construed to restrict DNREC's regulatory and permitting judgment and discretion, and nothing in this Agreement shall be construed to require DNREC to pay or appropriate any monies or expend any funds.

(13) Notices: Any notices with regards to this Agreement shall be sent to:

(a) Department of Natural Resources and Environmental Control, Attn: Solid and Hazardous Waste Management Section, 89 Kings Highway, Dover, Delaware 19901. With a copy sent to: Delaware Department of Justice, Attn: William J. Kassab, 102 West Water Street, 3rd Floor, Dover, Delaware 19904.

(b) .436th Airlift Wing, Dover Air Force Base, Attn: Civil Engineer Squadron, Attn: Mr. Lee DiSalvo, 436 CES/CEIE 600 Chevron Avenue, Dover Air Force Base, Delaware, 19902. With a copy sent to: 436th Airlift Wing, Dover AFB, Office of the Staff Judge Advocate, Attn: Carmel-Ann Feliciani, 200 Eagle Way, Dover Air Force Base, Delaware 19902.

(14) Governing Law and Venue: This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware. Any legal action brought by either party to enforce any provision of this Agreement shall be brought in the appropriate Delaware State Court located in Kent County.

(15) Authorization: By their signatures below, the persons signing this Agreement on behalf of DAFB and DNREC acknowledge that they are fully authorized to enter into this Agreement and to bind their respective entities to the terms and conditions of this Agreement.

(16) Effective Date: The effective date of this Agreement is the first date on which the Parties have all signed this Agreement.

(17) Entire Understanding: This Agreement constitutes the entire agreement and settlement between the Parties. The Parties acknowledge that this Agreement may not be amended except by a writing executed by both Parties.

(18) No Third Party Rights: The Parties to this Agreement expressly intend that this Agreement shall create no right(s) in any person or entity not a party to this Agreement.

(19) Section Headings: Sections headings contained in this Agreement are for convenience of reference only and shall not be deemed a part of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Settlement Agreement:

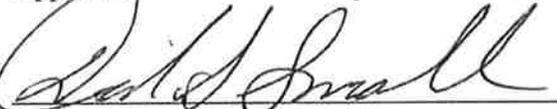
Dated: \_\_\_\_\_

\_\_\_\_\_  
MICHAEL W. GRISMER, JR., Colonel, USAF  
Commander, 436<sup>th</sup> Airlift Wing

Dated: \_\_\_\_\_

\_\_\_\_\_  
CARMEL-ANN FELICIANI,  
GS-13, DAF  
Approved as to form and legal sufficiency

Dated: 9/22/15

  
\_\_\_\_\_  
David S. Small, Secretary  
Department of Natural Resources  
& Environmental Control

Dated: 9/22/2015

  
\_\_\_\_\_  
William J. Kassab  
Deputy Attorney General  
Approved as to form and legal sufficiency

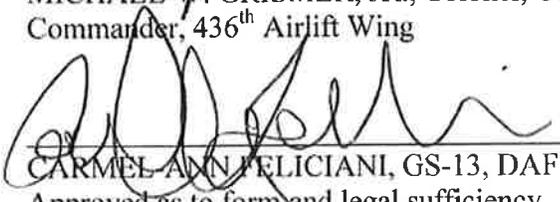
(19) Section Headings: Sections headings contained in this Agreement are for convenience of reference only and shall not be deemed a part of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Settlement Agreement:

Dated: 22 Sept 2015

  
MICHAEL W. GRISMER, JR., Colonel, USAF  
Commander, 436<sup>th</sup> Airlift Wing

Dated: 22 Sept 2015

  
CARMEL ANN FELICIANI, GS-13, DAF  
Approved as to form and legal sufficiency

Dated: \_\_\_\_\_

\_\_\_\_\_  
David S. Small, Secretary  
Department of Natural Resources  
& Environmental Control

Dated: \_\_\_\_\_

\_\_\_\_\_  
William J. Kassab  
Deputy Attorney General  
Approved as to form and legal sufficiency