



Alabama Department of Environmental Management
adem.alabama.gov

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Montgomery, Alabama 36130-1463
(334) 271-7700 ■ FAX (334) 271-7950

October 11, 2019

CERTIFIED MAIL # 91 7199 9991 7039 3030 7538

Mayor Todd Strange
City of Montgomery
103 North Perry Street, Room 206
Montgomery, AL 36104

Re: **Settlement Agreement for Site Response**
Capitol City Plume
Montgomery, Montgomery County, Alabama
Facility I.D. No. AL0001058056

Dear Mayor Strange:

Enclosed is an original copy of the modified Settlement Agreement between the Alabama Department of Environmental Management (ADEM or the Department) and the Downtown Environmental Alliance. Please retain this copy for your records. If you have any questions on this matter, please contact Samantha Downing of the Remediation Engineering Section via e-mail at [rstowning@adem.alabama.gov](mailto:rtdowning@adem.alabama.gov) or at (334) 270-5687.

Sincerely,

A handwritten signature in black ink, appearing to read "Jason Wilson".

Jason Wilson, Chief
Governmental Hazardous Waste Branch
Land Division

Enclosure

JJW/ATM/RSD/tlp

cc: Ashley Mastin, ADEM (with Enclosure)



**State of Alabama
Department of Environmental Management**

SETTLEMENT AGREEMENT FOR SITE RESPONSE

I. Introduction

This Site Response Agreement (“Agreement”) is entered into by the Downtown Environmental Alliance (“Alliance”) which consists of the City of Montgomery (“City”), The Advertiser Company (“Advertiser”), the Alabama Law Enforcement Agency (“ALEA”) as successor-in-interest to the Alabama Department of Public Safety (“ADPS”), the Alabama Department of Education (“Education”), the Alabama Department of Transportation (“ALDOT”), Montgomery County Commission, and the Montgomery Water Works & Sanitary Sewer Board (“Water Board”), with the Alabama Department of Environmental Management (“ADEM”) (collectively “the Parties”). This Agreement provides for the performance of site activities including the assessment and remediation of the area defined as the Capitol City Plume in Downtown Montgomery, Alabama (the “Site”).

II. Responsibilities and Authorities of the Downtown Environmental Alliance and Its Members

The members of the Alliance maintain a separate agreement amongst themselves (the “Alliance Agreement”) that defines their roles and responsibilities within the Alliance. All submittals to ADEM pursuant to this Agreement shall be signed by the City of Montgomery as the designated signatory pursuant to the Alliance Agreement to denote that they are official submittals of the Alliance.

The Alliance shall communicate changes in membership of the Alliance in writing to ADEM within thirty (30) business days. Specifically, should the City decide to leave the Alliance, and its responsibilities regarding this Agreement and the Alliance Agreement, a new signatory shall be designated and this Agreement shall be modified to reflect such changes.

III. Jurisdiction and General Provisions

This Agreement is entered into pursuant to the Alabama Environmental Management Act, Ala. Code, §§ 22-22A-1 through 22-22A-16, as amended, the Alabama Water Pollution Control Act, Ala. Code, §§ 22-22-1 through 22-22-14, as amended, the Hazardous Wastes Management and Minimization Act, Ala. Code, §§ 22-30-1 through 22-30-24, as amended, and the Alabama Hazardous Substance Cleanup Fund, Ala. Code, §§ 22-30A-1 through 22-30A-11, as amended.

The participation of the Alliance in this Agreement shall not constitute or be construed as an admission or evidence that the Alliance or any of its members bear any responsibility or liability for any soil, soil-vapor, surface water, or groundwater contamination associated with the Site. Nothing in this Agreement may be used against the Alliance or any of its members except to enforce the terms of this Agreement in a court of competent jurisdiction. The Parties agree, subject to the terms of this Agreement and subject to provisions otherwise provided by statute, that upon issuance of a Notice of Completion by ADEM that this Agreement is intended to operate as a full resolution of all matters cited in this Agreement. The Parties agree that they are not relieved from any liability if they fail to comply with any provision of this Agreement. Furthermore, by signing this Agreement, ADEM acknowledges that the Alliance and its members do not waive any claims or defenses that they might raise in any proceeding involving third parties, ADEM, or any other governmental agency or person, except that in any action to enforce the terms of this Agreement, the Alliance and its members shall be limited to the defenses of Force Majeure, compliance with the Agreement, physical impossibility, or technical impracticability.

For purposes of this Agreement, and to facilitate record keeping at ADEM, this Site shall be known as the Capitol City Plume Site or the Downtown Environmental Assessment Project. All correspondence should reference the specific Site name.

The Remedial Action Plan (submitted as document titled *Institutional Controls Plan*) listed in Table 1. is hereby incorporated by reference into this Agreement.

IV. Parties Bound

This Agreement shall apply to and be binding upon ADEM, the Alliance, and their agents, successors, assigns, officers, directors, and principals. The signatories of this Agreement certify that they are authorized to execute and legally bind the Party they represent to this Agreement.

V. Statement of Purpose

This Agreement provides for the performance by the Alliance of an investigation and assessment of the Site and for the remediation of Site conditions as may be necessary because of the release of hazardous substances into the environment at or near the Site.

In entering into this Agreement, the mutual objectives of the Parties are to evaluate the horizontal and vertical extent of potential surface water and groundwater contamination at the Site, assess soil vapor and vapor intrusion risks, and to provide for the evaluation of any necessary work at the Site.

VI. Relevant Historical Information

For purposes of this Agreement, ADEM notes the following historical information:

- A. The Capitol City Plume Site consists of government and private property with multiple, distinct plumes of tetrachloroethylene (PCE) contamination in an area of Downtown Montgomery. The Site is located in an area of mixed land use with the majority of the Site consisting of governmental and commercial office buildings.
- B. In approximately 1991 to 1992, detectible concentrations of PCE were encountered in Well 9W, located within the Board's North Well Field (approximately 0.25 to 0.5 mile northwest of the Retirement Systems of Alabama [RSA] Tower energy plant). In response to this discovery, the Board closed the entire North Well Field and abandoned all of the wells associated with it, except for Well 9W, which was left in-place for environmental testing.
- C. In approximately 1993, workers performing excavation work for the construction of an energy plant associated with the RSA Tower energy plant discovered PCE in the excavation for the foundation of the facility. The soil and free-phase liquid were removed before completion of the facility.
- D. From September 1993 to September 1994, ADEM's Special Projects Branch collected groundwater samples from four wells as well as soil samples near the construction location of RSA energy plant.
- E. In February 1995, ADEM produced a *Preliminary Assessment Report* which concluded from groundwater and soil gas survey data that six (6) PCE groundwater plumes, as well as, six (6) benzene, toluene, ethyl benzene and xylenes (BTEX) plumes exist within thirty (30) city blocks of Downtown Montgomery. On March 7, 1996, ADEM produced a Site Investigation Report that recommended the Site be considered for placement on the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) National Priorities List (NPL).
- F. In 1999, EPA contracted Black and Veatch Special Project Corp. ("Black and Veatch") to begin developing a work plan for a remedial investigation (RI). Three *Data Evaluation Reports* were produced for EPA in September 2000, June 2001, and July 2002 to evaluate existing data for the Site and included further sample data collected by Black and Veatch as part of the RI work plan.
- G. In a March 29, 1999 memo, the EPA remedial project manager at the Capitol Site concluded that, "the City of Montgomery's groundwater is contaminated with tetrachloroethylene, which is suspected to come from dry cleaners, and BTEX which probably comes from gasoline stations." In a November 2000 public presentation, EPA identified over 45 dry cleaners that operated in Downtown Montgomery between 1905 and 2000.
- H. On May 11, 2000, the EPA published its proposal to include the Capitol City Plume Site on the CERCLA NPL.

- I. On July 7, 2000, the City of Montgomery Mayor's and State of Alabama Governor's offices sent letters requesting that EPA defer listing the Capitol City Plume on the NPL.
- J. In September 2002, EPA issued an Administrative Order to the City of Montgomery (City) for completion of a Feasibility Study (FS).
- K. On November 8, 2002, EPA submitted a *Remedial Investigation Report*. The *RI Report* concluded that sample data indicates that there are two PCE plumes.
- L. In January 2003, the City submitted a *FS Work Plan*. In October 2003, the City submitted a Final Feasibility Study.
- M. On January 16, 2004, ADPH issued a Public Health Assessment for public comment. The Final Release was issued on December 2, 2004. It concluded that the Site presented *No Apparent Public Health Hazard* with respect to 1) drinking water because no municipal or residential wells in use at the time were known to be contaminated, 2) municipal Well 9W which was taken out of service once PCE was detected, and 3) use of a shallow groundwater industrial well for daily vehicle washing operations. However, the Site presented an *Indeterminate Public Health Hazard* with respect to 1) potential future exposures to groundwater due to migration of contaminants toward the North Well Field, and 2) future excavation workers since contaminant levels and exposure times were not yet known. Finally, vapor intrusion was unlikely since contaminated groundwater is approximately 50 feet below ground surface.
- N. On August 20, 2007, the City submitted a *Groundwater Monitoring Report*.
- O. On June 28, 2010, EPA submitted a *Report on the Continued Monitoring of Contamination in Shallow Groundwater within the Capital City Plume Site*.
- P. In 2011, the U.S. Geological Survey (USGS) submitted a *Final Investigation of the Potential Source Area, Contamination Pathway, and Probable Release History of Chlorinated-Solvent-Contaminated Groundwater at the Capital City Plume Site, Montgomery, AL, 2008-2010* on behalf of the EPA.
- Q. In 2011, the USGS began a multi-phase indoor air and soil vapor study using Summa canisters and GORE samplers. The investigations were conducted due to odor complaints received by EPA at the Montgomery County Courthouse Annex building (formerly owned by the Advertiser) and the Attorney General's Office (formerly occupied by ALDOT and ALEA).
- R. On June 11, 2012, the City requested that the EPA allow the City to organize a group of stakeholders to prepare an action plan under the oversight of the ADEM. EPA authorized the City to prepare the Action Plan on November 14, 2012. The Action Plan was submitted on February 12, 2013 and revised in December 2013 and March 2014. EPA sent a letter to the City with terms for formal Deferral of the

Site from the proposed listing on the NPL to oversight under ADEM on May 13, 2014.

- S. The information in Paragraphs A through R above is not intended by ADEM or the Alliance to be a complete recitation of the history of this Site.

VII. Definition of the Site

The area known as the Capitol City Plume (“the Site”) is defined as shown on the attached Figure 1.

VIII. Work to Be Performed

Unless otherwise specified herein, all investigations, assessments, and other work conducted at the Site under this Agreement will be performed by the Alliance. The following actions are to be performed in accordance with the schedule specified in Table 1.:

- A. The Alliance shall develop and submit a Community Involvement and Outreach Plan. The plan shall identify key stakeholders and target audiences along with communication strategies (i.e., periodic press releases) to be implemented throughout the project that will encourage participation and feedback from the community. The Alliance shall implement the plan upon approval by ADEM.
- B. The Alliance shall develop and submit a Supplemental Environmental Investigation (EI) Work Plan that provides 1) a comprehensive overview of existing Site data collected from all investigations to date, 2) a detailed evaluation of whether the extents of the groundwater plumes have been defined sufficiently to perform a risk assessment and alternatives assessment, and identify data gaps that must be filled to complete the assessment(s), 3) a description of the activities necessary to conduct further assessment and/or investigation of the Site necessary to fill such data gaps, and 4) a description of activities necessary to evaluate the potential for current and future vapor intrusion risks due to soil and groundwater contamination at the Site. The Alliance shall implement the work plan upon approval by ADEM.
- C. The Alliance shall prepare and submit a Supplemental EI Report to ADEM that includes an evaluation of the data collected during the investigation activities described in the EI Work Plan, together with all other assessment and investigation data from the Site.
- D. The Alliance shall prepare and submit a Risk Assessment/Alternatives Analysis Report. The Risk Assessment shall address the issues and concerns raised in the December 2, 2004 Public Health Assessment. This assessment shall also present any human health risks that presently exist and/or may exist in the future based on current information known about the Site. This report also shall present the Alliance’s evaluation of remedial alternatives and identification of its recommended alternative(s). To develop proposed alternatives, the Alliance may

weigh various factors, including, but not limited to, overall protection of human health and the environment, ability to achieve cleanup goals, long term effectiveness, implementability, community acceptance, and cost. Remedial actions may include, but are not limited to, no action, passive, and/or active treatment, as appropriate.

- E. The Alliance shall prepare and submit its Remedial Action (RA) Plan that presents the development of proposed performance standards and the Alliance's proposal for remediation of the Capitol City Plume Site. The RA Plan shall include, but not be limited to, design drawings, technical specifications, modeling parameters, groundwater monitoring and reporting schedules, and procedures for management of areas of the site to meet remedial performance standards and mitigate potential human health risks. The RA Plan shall include an implementation schedule. If the plan requires long-term operation and maintenance (O&M), an O&M Plan shall be incorporated. The RA Plan shall be placed on public notice by ADEM for a public comment period of 45 days prior to final approval.
- F. Upon approval of the Remedial Action Plan by ADEM, ADEM shall request that EPA de-propose the Site from the NPL.
- G. Also upon approval of the Remedial Action Plan by ADEM, the Alliance will implement the plan and submit a final Remedial Action Report to ADEM including (as applicable), but not limited to, a description of remedial construction activities, copies of survey plats, maps, etc. and documentation of legal and administrative controls, including ordinances, if the remedy includes land use controls, monitoring data, and certification by a professional engineer registered in the State of Alabama that the remedy is operational and functioning as designed.
- H. If the time required to implement the remedy(ies) exceeds 180 days, the Alliance shall submit Remedial Action Progress Reports to ADEM in accordance with the approved schedule in the RA Plan.
- I. Upon successful attainment of all remedial performance standards and successful completion of any required O&M, monitoring, and other components of the approved remedy(ies), the Alliance shall prepare and submit a Final Report Upon Completion to ADEM.
- J. All plans prepared under this Agreement shall include, unless otherwise approved by ADEM, an implementation schedule, an appropriate milestone submittal schedule, and provisions for implementing appropriate quality assurance and quality control procedures. Those activities which are included in Table 1, will be submitted to ADEM for review and comment in accordance with the submittal schedule.
- K. Upon receipt of ADEM review comments, the Alliance shall revise any submittals to address ADEM comments. The Alliance shall prepare and transmit final

submittals to ADEM within 60 days from the date of receipt of ADEM comments, unless otherwise agreed on by the parties.

- L. The Alliance shall adhere to any schedule for submittals and major milestones presented in Table 1. and any modifications to said schedule. The Alliance may submit a request for extension for any activity included in Table 1. if it cannot meet the submittal schedule. It shall be at ADEM's discretion whether to approve or deny the request. Individual documents/reports or plans may be submitted which address multiple activities listed in Table 1.

IX. Obligations of the Parties.

Unless otherwise specified herein, all actions required by this Agreement shall be subject to the following stipulations:

- A. All actions performed by or on behalf of the Alliance shall be under the direction and supervision of a qualified professional engineer or registered geologist licensed to practice in the State of Alabama or other qualified professional with specific expertise and experience in site characterization, investigation and cleanup.

Actions performed by or on behalf of the Alliance under this Agreement shall be conducted in a manner consistent with the National Oil and Hazardous Substances Pollution Contingency Plan ("NCP") promulgated pursuant to Section 105 of CERCLA, 42 U.S.C. §9605, codified at 40 CFR Part 300, and with applicable EPA policies and guidance, and with applicable Alabama law and ADEM regulations, policies, and guidance.

- B. In pursuing activities under this Agreement, the Parties shall cooperate and seek to establish mutual objectives, as jointly agreed upon by the Parties, to further evaluate and provide any required remediation of Site conditions.
- C. The Alliance shall provide reimbursement to the Alabama Hazardous Substance Cleanup Fund for ADEM's reasonable costs of overseeing the response actions to be undertaken at the Site by the Alliance as provided in Section XII. of this Agreement.
- D. Reports, work plans, data, and other correspondence to be submitted to ADEM pursuant to this Agreement should be sent to:

Chief, Governmental Hazardous Waste Branch
Alabama Department of Environmental Management
P.O. Box 301463
Montgomery, Alabama 36130-1463

Express mail, overnight or hand deliveries should be sent to:

Chief, Governmental Hazardous Waste Branch

Alabama Department of Environmental Management
1400 Coliseum Boulevard
Montgomery, Alabama 36110-2059

Telephone: (334) 271-7789

E. Correspondence to the Alliance should be sent to:

Mayor
City Hall, Room 206,
103 North Perry Street
Montgomery, AL 36104

Telephone: (334) 241-2000

Express mail or overnight deliveries should be sent to:

Mayor
City Hall, Room 206,
103 North Perry Street
Montgomery, AL 36104

Telephone: (334) 241-2000

F. ADEM shall arrange for oversight and review of all activities conducted under this Agreement.

X. Submittals

Major submittals required under this Agreement are presented in Table 1. ADEM reserves the right to review, comment on, and request changes to all plans, proposals, reports, studies, and data submitted under this Agreement prior to implementation thereof. ADEM shall specify the type and number of copies of plans, reports, studies, and data submitted under this Agreement in accordance with applicable laws. Unless stated otherwise, the Alliance shall submit three (3) copies of all draft and final documents to ADEM, in addition to one copy maintained in any public repository that may be established under this Agreement. ADEM agrees not to unreasonably withhold or delay approval of any such plans and proposals.

XI. Participation in Community Relations Activities

ADEM shall give the Alliance at least seven days advance notice of media releases or public meetings that ADEM may hold or sponsor to explain activities at or concerning the Site or the presence of contaminants or pollutants nearby, except when special circumstances arise or when information must be provided to the public on an emergency

basis. If an emergency media release is necessary, ADEM shall give the Alliance notice immediately prior to or immediately upon issuance of the media release.

XII. Reimbursement of ADEM's Oversight Costs

- A. Within ninety (90) days after the completion of each quarterly anniversary date under this Agreement, ADEM shall prepare and submit to the Alliance an invoice for the reasonable oversight costs for work on this Site incurred by ADEM during the preceding quarter, together with documentation describing such costs, for reimbursement into the Alabama Hazardous Substance Cleanup Fund in accordance with the Alabama Hazardous Substance Cleanup Fund Act, Ala. Code, §§ 22-30A-1 to 22-30A-11, as amended.
- B. The Alliance shall reimburse all properly documented costs of ADEM's oversight activities at the Capitol City Plume Site, as stipulated in Paragraph IX.C. of this Agreement, by payment to the Alabama Department of Environmental Management within sixty (60) days of receipt of ADEM's invoice.
- C. Any payment by the Alliance or its members under this Section shall not constitute or be evidence of any admission by the Alliance or its members of any liability to ADEM or to any other person or entity with respect to the Site. The check shall be made payable to "The Alabama Department of Environmental Management," specifically reference the Site Number, and be forwarded to:
- Alabama Department of Environmental Management
Attn: Chief, Fiscal Branch
P.O. Box 301463
Montgomery, Alabama 36130-1463
- D. ADEM shall make a reasonable effort, as staff availability allows, to respond to each major deliverable as outlined in Table 1. and for other general project matters, in a timely manner.
- E. The Alliance shall reimburse ADEM for its oversight costs pursuant to this Agreement for the duration of the activities required by this Agreement. ADEM shall provide the Alliance with an estimate of its expected regulatory oversight costs for each new fiscal year, to assist the Alliance with its budget planning. The cost estimate for each new fiscal year shall be provided to the Alliance by July 1 of the previous fiscal year. These estimates will include quarterly projections of such costs, along with a description of the expected staffing needs and scope of such costs. ADEM shall invoice actual costs incurred. ADEM will advise the Alliance in writing within thirty (30) days of becoming aware that its costs significantly exceed its estimates.
- F. Should the Alliance and ADEM be unable to reach agreement with respect to the payment of any claim by ADEM for its oversight costs, the Alliance shall have the right to invoke the dispute resolution under Section XIII. below.

XIII. Dispute Resolution

It is the intent and expectation of ADEM and the Alliance that any issues related to the implementation of this Agreement will be resolved informally to the extent possible. For matters which cannot be resolved informally, if the Alliance objects to any ADEM decision pertaining to (i) the payment of oversight costs pursuant to Section XII. above, or (ii) the performance of the work under this Agreement, then the Alliance shall notify ADEM in writing of its objections within twenty-one (21) days of receipt of the decision or dispute regarding payment. The Parties shall have an additional thirty (30) days from ADEM's receipt of the written notification of such an objection in which to reach agreement. Dispute resolution will be conducted at ADEM by a committee comprised of the Director of ADEM and Land Division Chief, and up to two representatives from the Alliance. If agreement cannot be reached on any issue within the 30 day period, each party reserves all rights and defenses regarding such matter, and ADEM shall have the right to (i) seek an order in a court of competent jurisdiction to compel action by the Alliance, or (ii) take any other legal or administrative action authorized by law. In any such proceeding, the Alliance fully reserves all rights and defenses to contest such action.

XIV. Compliance with Law

All activities required under this Agreement shall be performed in compliance with all applicable federal, state and local laws and regulations.

XV. Termination

All obligations of the Parties under this Agreement shall terminate upon satisfactory completion (as determined in writing by ADEM) of the work set forth in Section VIII. of this Agreement. Once it has been determined that all activities required under Section VIII. of this Agreement have been satisfactorily completed, the Alliance shall submit a request for termination of this Agreement to ADEM. Upon completion of ADEM's review of the request and supporting documentation and a determination by ADEM that termination of the Agreement is appropriate, ADEM shall confirm such determination in writing. ADEM agrees not to unreasonably withhold the issuance of any such determination.

XVI. Reservation of Rights

- A. ADEM and the Alliance reserve all rights against all non-parties to this Agreement. This Agreement shall not be construed to provide any rights, interests, or benefits to non-parties.
- B. ADEM reserves the right to perform clean-up and to seek recovery of costs from any potentially liable parties.
- C. The Alliance expressly denies liability as set forth in Section III. of this Agreement, reserves its rights to deny liability and to defend any claims brought against it by

any party, and reserves its right to bring an action against any potentially liable party that is not a party to this Agreement for the recovery of costs, including attorney's fees and costs previously incurred, and all such fees and costs incurred to prosecute the cost recovery action.

XVII. Force Majeure

A Force Majeure event is defined as any event arising from causes that are not reasonably foreseeable and are beyond the reasonable control of the Alliance, including its contractors and consultants (i.e., causes which could have been overcome or avoided by the exercise of reasonable due diligence will not be considered to be beyond the reasonable control of the Alliance) and which delays or prevents performance. Changed economic circumstances, normal precipitation events, and failure to obtain federal, state or local permits shall not constitute a Force Majeure event. Any request for a modification of a deadline must be accompanied by the reasons (including documentation) for each extension and the proposed extension time. This information shall be submitted to ADEM within ten (10) business days of when the Alliance obtained, or should have obtained, knowledge of the Force Majeure event, or, when possible, a minimum of two (2) business days prior to the original anticipated completion date, whichever is sooner. If ADEM, after review of the extension request, finds the work was delayed because of conditions beyond the control and without the fault of the Alliance, ADEM may extend the time as justified by the specific circumstances. ADEM may also grant any other additional time extension for good cause shown but is not obligated to do so.

XVIII. Good Faith Settlement

This Agreement was negotiated in good faith by ADEM and the Alliance. Accordingly, the Parties intend that this Agreement shall constitute an administratively approved settlement of the matters covered by this Agreement. Therefore, by entering into and carrying out the terms of this Agreement, ADEM agrees that all claims it had or has against the Alliance, its Members, employees in both their official and individual capacities, and its agents, servants, contractors or consultants, whether administrative or otherwise, are fully resolved for matters covered by this Agreement. This Agreement is limited to the matters contained herein and does not preclude ADEM from taking enforcement action regarding any unrelated violation of law or regulation administered by ADEM.

XIX. Other Claims

ADEM is not liable for any personal injuries or property damage arising from the acts or omissions of the Alliance, or their principals, contractors, agents or employees, in the execution of activities required by this Agreement. ADEM is not liable as a party to any contract executed by the Alliance in furtherance of this Agreement. The Alliance shall not be liable for the contracts, acts or omissions of ADEM, its agents, employees or contractors in the execution of ADEM's duties under this Agreement.

XX. Subsequent Modification

This Agreement may be amended only in writing and only by the mutual agreement of the Parties. The Parties expressly understand and agree that an amendment or revision approved by the Parties may be limited to a specific part, section, provision, or table of this Agreement or any portion of said part, provision or table without any requirement to replace or revise any other portion of the Agreement or any requirement for execution of a new agreement. This Agreement shall apply in full force and effect to all members of the Alliance, including any member that joins the Alliance following the execution of this Agreement. Modification of this Agreement shall not be required in the event a member joins the Alliance or leaves the Alliance, unless the member leaving the Alliance is the designated signatory, pursuant to Section II. of this Agreement.

XXI. Severability

The provisions of this Agreement are severable and if any provision of this Agreement, or the application of any provision of this Agreement to any circumstance, is held invalid, the application of such provision to other circumstances and the remainder of this Agreement shall not be affected thereby. Invalidation of any State or Federal statutory or regulatory provision which forms the basis for any condition of this Agreement does not affect the validity of any other State or Federal statutory or regulatory basis for said condition.

XXII. Cooperation

The Parties hereby mutually agree to cooperate with each other to the fullest extent possible in the implementation of this Agreement.

XXIII. Agreement History

This Agreement is effective as of September 30, 2015, as revised September 25, 2019, and shall remain in effect until terminated pursuant to Section XV.

**For Downtown Environmental Alliance
By the Mayor of the City of Montgomery**

Name:  PM

Todd Strange

Print Name

Title: Mayor

Date: October 1, 2019

For Alabama Department of Environmental Management

Name: 

Marilyn Elliott
Print Name

Title: Deputy Director

Date: October 11, 2019

9/30 2019
APPROVED AS TO FORM

City Attorney

**Table 1.
Summary of Deliverables**

Deliverable	Due	Document Date	Approval Date
Community Involvement and Outreach Plan	60 days after execution of Agreement	November 24, 2015	February 25, 2016
Supplemental Environmental Investigation Work Plan ^a	120 days after execution of Agreement	May 2, 2016 ^a	May 20, 2016
Supplemental Environmental Investigation Report	9 months after approval of EI Work Plan	October 13, 2017	March 19, 2018
Risk Assessment/Alternatives Analysis Report	120 days after concurrence with EI Report	February 28, 2019	March 8, 2019
Remedial Action Plan (may be combined with Risk Assessment/AA Report) ^b	60 days after concurrence with Risk Assessment/AA Report. If the RA Plan is combined with the Risk Assessment/AA Report as a single submittal, the combined document shall be submitted within 180 days after concurrence with the EI Report	July 26, 2019 ^b	September 25, 2019
Remedial Action Report	Within 60 days of completing implementation of remedial action		
Remedial Action Progress Report (if warranted)	To be submitted according to the schedule described in the Remedial Action Plan, as approved by ADEM and as required in Paragraph VIII.I.		
Final Report Upon Completion	Within 60 days of attaining performance standards and completing all requirements of the Remedial Action Plan		

^aThe Supplemental Environmental Investigation Work Plan was submitted under the document title *Technical Work Plan – Downtown Environmental Assessment Project*.

^bThe Remedial Action Plan was submitted under the document title *Institutional Controls Plan – Downtown Environmental Assessment Project*.