

ALABAMA DEPARTMENT OF ENVIRONMENTAL MANAGEMENT

IN THE MATTER OF:)	
)	
MCCLELLAN)	
DEVELOPMENT AUTHORITY FACILITY)	
)	CLEANUP AGREEMENT NO. AL4 210 020 562
RE:)	
FORMER FORT MCCLELLAN)	
ANNISTON, ALABAMA)	
)	
)	
EPA ID No.: AL4 210 020 562)	
)	

PART I

I.A. JURISDICTION

1. This Cleanup Agreement ("Agreement") is issued pursuant to the authority vested in the Alabama Department of Environmental Management (ADEM or "the Department") by the Alabama Hazardous Wastes Management and Minimization Act, Code of Alabama, 1975, as amended, §§ 22-30-1 to 22-30-24 (the AHWMMMA).
2. This Agreement was originally entered with the Anniston-Calhoun County Fort McClellan Development Joint Powers Authority (JPA) on September 30, 2003. On March 29, 2010, the JPA formally met, transferred their assets to the McClellan Development Authority (MDA), and dissolved the JPA. This Agreement was modified to replace the JPA with the MDA as signatory. This modified Agreement is entered with the MDA and addresses portions of the Army Base Realignment and Closure (BRAC) facility known as Fort McClellan ("McClellan"), located in the City of Anniston, Calhoun County, Alabama. This Agreement addresses those portions of McClellan transferred to the MDA (including all predecessors) by the Army on or before the date of execution of this Agreement, as modified and more particularly described in Table I.1. (the "Facility").
3. A portion of the Facility has been transferred to the MDA pursuant to Findings of Suitability to Transfer (FOST) (collectively the "FOST Parcels"). The FOST Parcels contain approximately 5021 acres and are more particularly described in Table I.1. All known remedial action required under the Comprehensive Environmental Response, Compensation and Liability Act (Section 120(h)(3)) (CERCLA) and applicable standards of the State of Alabama, as evidenced by written correspondence to this effect from ADEM, was completed at the FOST Parcels by the Army prior to the transfer of the property to the MDA. The MDA has assumed the responsibility for the completion of any remaining corrective action, closure, and post-closure activities at the FOST Parcels

as required hereunder. The Parties agree that the FOST Parcels may be released from this Agreement pursuant to the provisions of Agreement Condition IV.E. of this Agreement.

4. The remainder of the Facility has been transferred to the MDA by the Army pursuant to the covenant deferral provisions of CERCLA through a Finding of Suitability for Early Transfer (FOSET) (collectively the “FOSET Parcels” or the “Early Transfer Parcels”). The FOSET Parcels contain approximately 4692 acres and are more particularly described in Table I.1. The MDA has assumed the responsibility for the completion of corrective action, closure and post-closure activities as required hereunder at the Facility. The Parties agree that the FOSET Parcels may be released from this Agreement pursuant to the provisions of Condition IV.E. of this Agreement.
5. The parties acknowledge that the Facility is subject to both the solid waste management unit (SWMU) corrective action requirements of the AHWMA and the regulations thereunder, and to the environmental remediation requirements of CERCLA, the National Oil and Hazardous Substances Pollution Contingency Plan (NCP), 40 Code of Federal Regulations (CFR) Part 300, the Defense Environmental Restoration Program (DERP), 10 U.S.C. sections 2701 *et seq.*, and Executive Order 12580. The parties further agree that it is to the benefit of the citizens of the State of Alabama to address these requirements concurrently, thereby avoiding unnecessary duplication of effort while enhancing protection of human health and the environment.
6. The MDA will not contest ADEM’s jurisdiction to: compel compliance with this Agreement in any subsequent enforcement proceedings, either administrative or judicial; require the MDA’s compliance with the terms of this Agreement; or impose sanctions for violations of this Agreement. ADEM’s authority to enforce this agreement includes, but is not limited to, the authorities granted by Chapter 22-22A and Chapter 22-30 of the Code of Alabama, 1975, as amended.
7. For the purpose of this Agreement only, the MDA agrees that the Department may properly bring an action to compel compliance with the terms and conditions contained herein in the Circuit Court for Montgomery County. The MDA also agrees that in any action brought by the Department to compel compliance with the terms of this Agreement, the MDA shall be limited to the defenses of Force Majeure, compliance with this Agreement, and physical impossibility. The MDA shall not contest the terms of this Agreement.
8. The documents listed in Table I.2. are hereby incorporated by reference into this agreement.

I.B. PARTIES BOUND

1. This Agreement shall apply to and be binding upon ADEM, the MDA and its officers, directors, employees, agents, successors in interest and assigns of the property and to the owners thereof, heirs, trustees, receivers, and upon all persons or entities existing or operating under or for them. Each signatory to this Agreement must certify that he or she is fully authorized by the party he or she represents to enter into the terms and conditions

of this Agreement, to execute the Agreement on behalf of the party represented and to legally bind such party.

2. No change in the corporate, partnership, or Local Reuse Authority status relating to the MDA will in any way alter the MDA or any parties having or acquiring right, title or interest in all or a portion of the afore described property responsibility under this Agreement.
3. The MDA shall provide a copy of this Agreement to all contractors, laboratories, and consultants retained to conduct or monitor any portion of the work performed pursuant to this Agreement within 14 calendar days of the issuance of this Agreement or the retention of such person(s), whichever occurs later, and shall condition all such contracts in compliance with the terms of this Agreement.
4. The MDA shall give written notice of this Agreement to any successor in interest prior to transfer of ownership or operation of the Facility or a portion thereof and shall notify the Department in writing within 30 calendar days prior to such transfer. This Agreement shall be binding upon each successor in interest and assigns of the MDA. This Agreement shall be binding upon each successor in interest and assigns of the property and to the owners thereof, except provided by Condition IV.E. of this Agreement.
5. The MDA agrees to undertake all actions required by the terms and conditions of this Agreement, including any portions of this Agreement incorporated by reference. This Agreement shall not be appealable and the MDA does hereby waive any administrative hearing on terms and conditions of the same.

I.C. RESPONSIBILITIES OF THE MDA

1. The MDA is responsible for all activities required by this Agreement.
2. ADEM recognizes and acknowledges that the MDA and the Army have sought in good faith to divide responsibilities for the FOSET Parcels between themselves in the Environmental Services Cooperative Agreement (ESCA) originally executed between the MDA and the Army on September 29, 2003, and in any subsequent amendments thereto. The MDA recognizes, however, that disputes between the MDA and the Army over their respective remedial obligations under the ESCA may arise. The MDA does not intend that any such dispute between the MDA and the Army place ADEM in the position of having to initiate enforcement action against either or both parties in order to resolve the question which of the two parties is responsible for any particular remedial activity at the FOSET Parcels. The MDA, therefore, agrees to pursue to exhaustion or to resolution all disputes with the Army over remedial responsibilities at the FOSET Parcels through whatever mechanisms are available to the MDA both formal and informal, including but not limited to judicial enforcement of the ESCA. The MDA shall notify the Department of the initiation of any such dispute with the Army regarding responsibility for any remedial activity. ADEM agrees to defer for a reasonable time, as determined by the Department, the initiation of enforcement action against the MDA arising from any such dispute between the Army and the MDA pending the exhaustion or resolution of said

dispute. The MDA shall diligently prosecute any such dispute to resolution as expeditiously as possible. If ADEM reasonably determines that (i) the MDA is not diligently prosecuting a dispute to resolution as provided above, or (ii) at any time following the second anniversary of the initiation of a dispute by the MDA, resolution of the dispute has not occurred and is not likely to occur within ninety (90) days, ADEM may, after such determination, initiate an enforcement action. The MDA will notify ADEM of any such dispute and will notify ADEM if and when any such dispute is resolved, whether formally or informally. This deferral of enforcement action hereunder will not preclude the Department from requiring the MDA to undertake and complete Interim Measures (IM) with regard to the remedial activity in dispute.

I.D. FACTUAL BACKGROUND

1. The Facility is located in Calhoun County of northeastern Alabama, in the City of Anniston. The total acreage of the Facility is approximately 9,713 acres. The Facility comprises a portion of the former Fort McClellan. The first 18,929 acres of the former Fort McClellan were originally purchased in 1917 for use as an artillery range and training camp for World War I (WWI). Camp McClellan was renamed Fort McClellan in 1929 and was used as a training camp. The U.S. Army operated the Chemical School at Fort McClellan from 1951 until 1973. The school was reactivated in 1979 and was closed in 1999. The school trained personnel from all branches of the military in biological, chemical and radiological warfare. The Chemical School operated the Chemical Defense Training Facility from 1986 until 1999. The Department of Justice (DOJ) assumed operations in 1999.

In 1995, the Department of Defense placed Fort McClellan on the BRAC list. Much of McClellan has been transferred to various entities, including the Alabama National Guard, DOJ, U.S. Fish and Wildlife Service, and the MDA. The FOST Parcels and the FOSET Parcels that comprise the Facility and are the subject of this Agreement are located in the Main Post.

2. The United States Army operated an Interim Status Hazardous Waste Storage Unit on the former Fort McClellan facility until the certification of closure for the unit was approved on or about July 15, 1996. This unit was subject to the regulations and permitting requirements of the Resource Conservation and Recovery Act (RCRA) and the AHWMA. As a result of the operation of this unit, the contiguous Fort McClellan property became subject to the SWMU corrective action requirements pursuant to RCRA § 3004(u) and § 3004(v) and Section 22-30-16 of the AHWMA.
3. Certain wastes and constituents found at the Facility are hazardous wastes and/or hazardous constituents pursuant to the ADEM Administrative Code. These hazardous wastes and/or hazardous constituents may include, but are not limited to, munitions and explosives of concern (MEC) consisting of unexploded ordnance (UXO) and residue from ordnance and explosives (OE) training activities, as well as various chemical constituents which were or may have been released to the environment resulting from various other activities associated with training of Army troops.

4. There is or has been a release of hazardous wastes and/or hazardous constituents into the environment from the Facility.
5. The MDA agrees with the background presented in this Agreement, and, in an effort to cooperate with the Department and to comply with the provisions of the AHWMMMA, the MDA has consented to the terms of this Agreement.
6. The Department has agreed to the terms of this Agreement in order to continue to resolve environmental matters and to complete environmental remediation and restoration of the Facility. As a result, the Department has determined that the terms contemplated in this Agreement are in the best interests of the citizens of Alabama.

I.E. AGREEMENT

Based on the foregoing, it is hereby AGREED:

1. That, within 14 calendar days of the issuance of this Agreement or the retention of such person(s), whichever occurs later, the MDA shall provide a copy of this Agreement to all contractors, laboratories, and consultants retained to conduct or monitor any portion of the work performed pursuant to this Agreement, and shall condition all such contracts in compliance with the terms of this Agreement.
2. That, upon execution of this Agreement, the MDA shall comply with the provisions of Parts I through VII of this Agreement until a determination is made in writing by the Department, pursuant to Condition II.F. of this Agreement that all obligations have been or are fulfilled and the Agreement is terminated. This Agreement is issued as an alternative to a SWMU Corrective Action Permit pursuant to ADEM Admin. Code R. 335-14-8; therefore, references to the requirements and procedures of ADEM Admin. Code R. 335-14-8 shall be applicable to this Agreement.
3. That any modifications made to this Agreement will be handled in the same way permit modifications are handled, as defined in ADEM Admin. Code R. 335-14-8-.04(2).
4. That the Army and the MDA shall provide funding to the Department as reimbursement for the costs of regulating the Facility as follows:
 - a. Pursuant to separate agreements between the Army and the MDA, and between the Army and the Department, the Army has agreed to provide funding to the Department through the Defense State Memorandum of Agreement (DSMOA), for all costs of administering the provisions of this Agreement related to those activities for which the Army is responsible including, but not limited to, document reviews, contract support, compliance inspections, and other administrative costs incurred by the Department.
 - b. Pursuant to separate agreements between the Army and the MDA, and between the Army and the Department, the Army has agreed to provide funding to the Department through the DSMOA, for all costs of administering the provisions of

this Agreement related to those activities for which the MDA is responsible and for which the Army has agreed to fund regulatory costs under the ESCA, including, but not limited to, document reviews, contract support, compliance inspections, and other administrative costs incurred by the Department.

- c. The MDA shall reimburse the Department for all other costs of administering the provisions of this Agreement not reimbursed by the Army pursuant to Conditions I.E.4.a. and I.E.4.b. of this Agreement. Said reimbursement by the MDA shall be in accordance with the fees listed in Fee Schedule C of Chapter 335-1-6 of the ADEM Admin. Code. The applicable fees shall be those in effect on the date the fee becomes applicable to the Facility (*e.g.*, the date of submittal to the Department of a covered report or application). In the event it is necessary to the success of the program, the MDA may, at its discretion and on a case-by-case basis, provide funding to the Department above and beyond that provided in Agreement Condition I.E.4. to enhance document review and contract support capabilities of the Department. The Parties recognize the expenditure of such additional funds cannot occur without conformance by ADEM with state budgeting and contracting requirements.
5. That both the MDA and ADEM will use reasonable efforts to expedite the remedial process. The MDA will use all reasonable efforts to accelerate submittal of plans and reports and implementation of approved actions. ADEM will make all reasonable efforts to respond to the MDA with respect to all of the Department's obligations for comments, approval, or assistance as soon as practicable, or with the goal of not later than 60 calendar days from the receipt of the MDA's request.
6. That this Agreement shall apply to and be binding upon all parties, their directors, officers, and all persons or entities acting under or for them. Each signatory to this Agreement certifies that he or she is fully authorized by the party he or she represents to enter into the terms and conditions of this Agreement, to execute the Agreement on behalf of the party represented, and to legally bind such party.
7. That the MDA is not relieved of any liability if it fails to comply with any provision of this Agreement.
8. That, for the purposes of this Agreement only, the MDA agrees that the Department may properly bring an action to compel compliance with the terms and conditions contained herein in the Circuit Court for Montgomery County. The MDA also agrees that in any action brought by the Department to compel compliance with the terms of this Agreement, the MDA shall be limited to the defenses of Force Majeure, compliance with this Agreement, and physical impossibility.
9. That this Agreement shall be final, effective and binding on the Parties as of the effective date of the Governor's approval of the Covenant Deferral Request for the FOSET Parcels.

I.F. DISPUTE RESOLUTION

1. Notwithstanding any other provision in this Agreement, in the event the MDA disagrees, in whole or in part, with the Department's revision of a Submittal or disapproval of any Submittal required by this Part, the following may, at the MDA's discretion, apply:
 - a. In the event that the MDA chooses to invoke the provisions of this section, the MDA shall notify the Department in writing within 30 calendar days of receipt of the Department's revision of a Submittal or disapproval of a Submittal. Such notice shall set forth the specific matters in dispute, the position the MDA asserts should be adopted as consistent with the requirements of this Agreement, the basis for the MDA's position, and any matters considered necessary for the Department's determination.
 - b. The Department and the MDA shall have additional 30 calendar days from the Department's receipt of the notification provided for in Agreement Condition I.F.1. to meet or confer to resolve any disagreement.
 - c. In the event agreement is reached, the MDA shall submit and implement the Submittal in accordance with and within the time frame specified in such agreement.
 - d. If agreement is not reached within the 30-calendar-day period, the Department will notify the MDA in writing of his or her decision on the dispute, and the MDA shall comply with the terms and conditions of the Department's decision in the dispute. For the purposes of this provision in this Agreement, the responsibility for making this decision shall not be delegated below the Land Division Chief.
 - e. With the exception of those conditions under dispute, the MDA shall proceed to take any action required by those portions of the Submission and of this Agreement that the Department determines are not affected by the dispute.
 - f. Administrative actions of the Department enforcing the AHWMMMA are not subject to this section.

I.G. NOTICE

Whenever any person gives or serves any notice under this Agreement, each such notice shall be in writing and shall be deemed effective: (i) when delivered, if personally delivered to the person being served or to an officer of a corporate party being served, or (ii) three (3) business days after deposit in the mail, if mailed by United States mail, postage paid, certified, return receipt requested:

To the MDA:

McClellan Development Authority
4975 Bains Gap Road
Anniston, AL 36205

To the Department:

Chief, Land Division

For U.S. Mail:
Alabama Department of Environmental Management
P.O. Box 301463
Montgomery, Alabama 36130-1463

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

To the Army:

Director
BRAC Hampton Field Office
Attn: DAIM-BO-H
3A Bernard Road
Building 105A
Fort Monroe, VA 23651-5000

Table I.1.

LIST OF PARCELS COMPRISING FACILITY

DSERTS #	CERFA PARCEL#	DESCRIPTION	FOSET/ FOST	ESCA/NON-ESCA	CURRENT AGREEMENT TABLE
FTMC-006	81(5)	Landfill #4	FOSET	ESCA	IV.2., VI.1.
FTMC-029	180(7)	Training Area T-5: Former Detection & ID Area	FOSET	ESCA	III.1.
FTMC-029	182(7)	Training Area T-5: Former Toxic Hazards Detection/Decontamination			
FTMC-029	511(7)	Training Area T-5: Blacktop Training Area			
FTMC-029	512(7)	Training Area T-5: Fenced Yard in Blacktop Area			
FTMC-029	513(7)	Training Area T-5: Dog Training Area			
FTMC-029	514(7)	Training Area T-5: Old Burn Pit			
FTMC-029	516(7)	Training Area T-5: Dog Kennel Area			
FTMC-030	183(6)	Training Area T-6: Former Agent Decontamination Training	FOSET	ESCA	IV.2., VI.1.
FTMC-030	510(7)	Training Area T-6: Cane Creek Training Area			
FTMC-144	230Q-X	Anti-Tank Range	FOSET	ESCA	IV.1., VI.1.
FTMC-144	149Q	Anti-Tank Range: Former Rifle Range			
FTMC-031	184(7)	Anti-Tank Range: Training Area T-31, Former Tech Escort Reaction Area	FOSET	ESCA	IV.1.
FTMC-031	185(7)	Anti-Tank Range: Former Tech Escort Reaction Area			
FTMC-032	186(6)	Training Area T-38, Former Tech Escort Reaction Area	FOSET	ESCA	IV.1., VI.1.
FTMC-039	78(6)	Landfill #1	FOSET	ESCA	IV.2., VI.1.
FTMC-040	79(6)	Landfill #2	FOSET	ESCA	IV.2., VI.1.
FTMC-041	80(6)	Landfill #3	FOSET	ESCA	IV.2., VI.1.
FTMC-065	175(5)	Industrial Landfill	FOSET	ESCA	IV.2., VI.1.
FTMC-078	94(7)	Chemical Laundry and Motor Pool Area 1500	FOSET	ESCA	IV.2., VI.1.
FTMC-084	126(7)	Former Post Garbage Dump (N. of Reilly Airfield)	FOSET	ESCA	IV.2., VI.1.
FTMC-084	227(7)	Fill Area East of Reilly Airfield			

DSERTS #	CERFA PARCEL#	DESCRIPTION	FOSET/ FOST	ESCA/NON-ESCA	CURRENT AGREEMENT TABLE
FTMC-092	24(7)	Motor Pool Area 3100: UST @ Bldg 3138 (near Poly Inst)	FOSET	ESCA	III.2., IV.3., VI.1.
FTMC-092	25(7)	Motor Pool Area 3100: UST @ Bldg 3138 (near Poly Inst)			
FTMC-092	73(7)	Motor Pool Area 3100: Washrack, Bldg 3142 (near Poly Inst)			
FTMC-092	146(7)	Motor Pool Area 3100: (Near Poly Inst)			
FTMC-092	212(7)	Motor Pool Area 3100: UST @ Bldg 3138 (Near Poly Inst)			
FTMC-113	229(7)	Fill Area NW of Reilly Airfield	FOSET	ESCA	IV.2., VI.1.
FTMC-122	66(7)	Small Weapons Repair Shop - Bldg 335	FOSET	ESCA	IV.2., VI.1.
FTMC-128	127(7)	Soldier's Chapel, Bldg. 1740	FOSET	ESCA	III.2., IV.3., VI.1.
FTMC-137	230(7)	Fill Area N. of Landfill #2	FOSET	ESCA	IV.2., VI.1.
FTMC-140	69Q	Iron Mountain Road Ranges: Skeet Range	FOSET	ESCA	IV.1.
FTMC-140	70Q	Iron Mountain Road Ranges: Range 12: Competitive Pistol Range			
FTMC-140	71Q	Iron Mountain Road Ranges: Range 13: Qualification Pistol Range			
FTMC-140	75Q	Iron Mountain Road Ranges: Range 19: Qualification Pistol Range			
FTMC-140	221Q-X	Iron Mountain Road Ranges: Former Rifle Grenade Range (Impact Area) N. of Washington Ranges			
FTMC-140	222Q-X	Iron Mountain Road Ranges: Former Rifle Grenade Range (at Skeet Range)	FOSET	ESCA	III.1.
FTMC-144	72Q-X	Range 16: Grenade Launcher Range/ Dud Impact Area			
FTMC-144	150Q	Range 16: Former Rifle Range	FOSET	ESCA	III.1.
FTMC-144	88Q	Range 30: End of Cycle Test Range (Impact Area)			
FTMC-144	103Q	Range 30: Former Rifle/Machine Gun Range	FOSET	ESCA	III.2., IV.3.
FTMC-144	88Q	Range 30: Firing Line			

DSERTS #	CERFA PARCEL#	DESCRIPTION	FOSET/ FOST	ESCA/NON-ESCA	CURRENT AGREEMENT TABLE
FTMC-257	132Q-X	Impact Area, North Central Main Post	FOSET	ESCA	III.2., IV.3.
FTMC-243	21(7)	Base Service Station: Bldg 2109	FOSET	ESCA	III.2., IV.3.
FTMC-243	22(7)	Base Service Station: UST @ Base Service Station, Bldg 2109			
Alpha	Alpha 106Q-X* NA* OA-08*	Portions of M5-1L-(North) PR, M6-1L Remainder-I/AR, M6-1M Remainder-PR, M6-1M Remainder-I/AR, Smoke Ranges R & S/T-38 - PR Range 30: Former Rifle Range/Grenade Area* Unnamed Small Arms Range* Tank Sub-caliber/Carbine Transition/Machine Gun Range*	FOSET	ESCA	III.2.
Alpha	Northern Alpha	M6-1L Suspect Area-I/AR	FOSET	ESCA	IV.2., IV.3.
Alpha	Southern Alpha 135Q-X*	M5-1L-I and M5-1L (South) – PR Impact area, near Stump Dump*	FOSET	ESCA	IV.2., IV.3., VI.1.
Alpha	MRS-12 102Q* OA-08*	Portions of M6-1M Transect Area 2 (North), M6-1M Suspect Area (North) – PR, M6-1M Burn Pit-PR, and Supplemental EE/CA NT-1N, NT-1S and NT-2 Former Rifle/Machine Gun Range* Tank Sub-caliber/Carbine Transition/Machine Gun Range*	FOSET	ESCA	IV.2., IV.3., VI.1.
Alpha	MRS-13 99Q* OA-08*	Portions of M6-1M Transect Area 1 (South), M6-1M Suspect Area (South)-PR and Supplemental EE/CA ST-1, ST-2 and ST-3 Former Rifle/Machine Gun Range* Tank Sub-caliber/Carbine Transition/Machine Gun Range*	FOSET	ESCA	IV.2., IV.3., VI.1.
FTMC-144	100Q	Former Rifle/Machine Gun Range (Firing Line Areas)	FOSET	NON-ESCA	III.2.
FTMC-144	101Q	Former Rifle/Machine Gun Range (Firing Line Areas)			
FTMC-144	100Q	Former Rifle/Machine Gun Range (Impact Area)	FOSET	ESCA	III.1
FTMC-144	101Q	Former Rifle/Machine Gun Range (Impact Area)			

DSERTS #	CERFA PARCEL#	DESCRIPTION	FOSET/ FOST	ESCA/NON-ESCA	CURRENT AGREEMENT TABLE
FTMC-140	74Q	Baby Bains Gap Road Ranges: Range 18: Down Range Feedback (known distance) Range	FOSET	ESCA	IV.2., VI.1.
FTMC-140	83Q	Baby Bains Gap Road Ranges: Range 25: Known Distance (KD) Range	FOSET	ESCA	IV.2., IV.3., VI.1.
FTMC-140	84Q-X	Baby Bains Gap Road Ranges: Range 26: Live Fire and Maneuver Area	FOSET	ESCA	IV.2., IV.3.
FTMC-140	118Q-X	Baby Bains Gap Road Ranges: Former Main Post Impact Area (Range 25 backstop)	FOSET	ESCA	IV.2., IV.3., VI.1.
FTMC-144	224Q	Baby Bains Gap Road Ranges: Former Pistol Range S. of R25 - East	FOSET	ESCA	IV.2., IV.3.
FTMC-144	226Q	Baby Bains Gap Road Ranges: Former Machine Gun Range	FOSET	ESCA	IV.2., IV.3.
FTMC-140	79Q	Baby Bains Gap Road Ranges: Range 23: Trainfire (Record) Range	FOSET	ESCA	IV.2., IV.3., VI.1.
FTMC-140	86Q	Baby Bains Gap Road Ranges: Range 28: Blank Fire and Maneuver Range	FOSET	ESCA	IV.2., VI.1.
FTMC-140	223Q	Baby Bains Gap Road Ranges: Former Range 25 - east. Rifle Range	FOSET	ESCA	IV.2., IV.3., VI.1.
FTMC-140	227Q	Baby Bains Gap Road Ranges: Former Pistol Range	FOSET	ESCA	IV.2., VI.1.
FTMC-144	130Q-X	Mock Village, located at present Yahou Lake	FOSET	ESCA	III.1.
FTMC-144	114Q-X	Former Large Caliber Range	FOSET	ESCA	III.1.
FTMC-144	87Q-X	Range 29: Weapons Demonstration Range	FOSET	ESCA	III.1.
FTMC-144	110Q	Range 29: Former Rifle Range			
FTMC-144	111Q	Range 29: Former Rifle Range			
FTMC-144	239Q-X	Range 29: Impact Area, Central Main Post			
FTMC-255	89Q-X	Range 31: Weapons Demonstration Range	FOSET	ESCA	III.2., IV.3.
FTMC-144	215Q	Range 31: Former Defendum Field Firing Range No. 2	FOSET	ESCA	III.2., IV.3.
FTMC-144	NA	Area North of MOUT Site	FOSET	ESCA	III.1.

DSERTS #	CERFA PARCEL#	DESCRIPTION	FOSET/ FOST	ESCA/NON-ESCA	CURRENT AGREEMENT TABLE
Bravo	GT/Y 181(7)* 194(7)* 229Q-X* 232Q-X* 518(7)* OA-15*	Golden Triangle and Y Area: M1.01, M3 Miscellaneous Property and Eastern Bypass Y Area Junction Training Area T-4, Former Biological Simulant Test Area* Former Weapons Demonstration Area* Area 45/M2* Former Rocket Launcher Range* South Gate Toxic Gas Yard* Grenade Court*	FOSET	ESCA	III.2., IV.3., VI.1.
Bravo	MRS-1	South Side of Bains Gap Road in Bravo Area: Portions of M4-1H Mixed Use Area – PR	FOSET	ESCA	IV.2., IV.3., VI.1.
Bravo	MRS-2 90Q-X* 108Q-X* 121Q-X* 200Q* 201Q* 219Q-X* 231Q*	Portions of M3-1L Mixed Projectile Area-PR, M3-1L Suspect Area 1-PR, A1 Reconnaissance Area-D, M4-1H Mixed Use Area – PR Range 32: Hand Grenade Range* Former Artillery Training Area* Former Main Post Impact Area (large caliber rounds outside established impact area)* Former Rifle Range (Washington Range)* Former Field Firing Range (Washington Range)* UXO point* Former Range (O.Q. - 2A)*	FOSET	ESCA	IV.2., IV.3., VI.1.
Bravo	MRS-3 73Q-X* 91Q-X* 116Q-X* 117Q-X* 200Q* 201Q* 228Q* 231Q*	Portion of M3-1H Mixed Use Area-D, M3-2H Mortar Area-PR, M3-2H Mortar Area-D, M3-1L Rocket Area-D, M3-1L 37mm Projectile Area-D, M3-3H Rocket/Grenade Area-D and all of M3-1H Rocket Area-PR and M3-1H Grenade Area-PR Range 17: Explosives Proficiency Training Area* Dud Impact Area* Former 60 mm Mortar Range* Former Main Post Impact Area (Museum Area)* Former Rifle Range (Washington Range)* Former Field Firing Range (Washington Range)* Former Machine Gun Transition Range* Former Range (O.Q. - 2A)*	FOSET	ESCA	IV.2., IV.3., VI.1.
Bravo	MRS-4 108Q-X* 122Q-X*	Portion of M4-1H Mixed Use Area –PR Former Artillery Training Area* Former Main Post Impact Area (large caliber rounds outside established impact area)*	FOSET	ESCA	IV.2., IV.3., VI.1.

DSERTS #	CERFA PARCEL#	DESCRIPTION	FOSET/ FOST	ESCA/NON-ESCA	CURRENT AGREEMENT TABLE
Bravo	MRS-5 108Q-X* 123Q-X*	Portion of M3-1L Mixed Projectile Area – PR Former Artillery Training Area* Former Main Post Impact Area (large caliber rounds outside established impact area)*	FOSET	ESCA	IV.2., IV.3., VI.1.
Bravo	MRS-6 73Q-X* 115Q* 116Q-X* 117Q-X* 129Q-X* 151Q* 201Q* 231Q*	Portion of M3-1L Rocket Area –D, M3-2H Mortar Area – D, and M3-2H Mortar Area – PR Range 17: Explosives Proficiency Training Area* Former Small Arms Range* Former 60 mm Mortar Range* Former Main Post Impact Area (Museum Area)* Vietnam Village on southwestern Main Post* Former Rifle Range* Former Field Firing Range (Washington Range)* Former Range (O.Q. - 2A)*	FOSET	ESCA	IV.2., IV.3., VI.1.
Bravo	MRS-7 200Q* 201Q* 228Q*	Portion of M3-1L 37mm Projectile Area – D and M3-1H Mixed Use Area – D Former Rifle Range (Washington Range)* Former Field Firing Range (Washington Range)* Former Machine Gun Transition Range*	FOSET	ESCA	IV.2., IV.3.
Bravo	MRS-8 108Q-X* 201Q* 231Q*	Portion of M3-1L Suspect Area 1 – PR, A1 Recon Area – D, and M3-2M Hand Grenade Area – PR Former Artillery Training Area* Former Field Firing Range (Washington Range)* Former Range (O.Q. - 2A)*	FOSET	ESCA	IV.2., IV.3., VI.1.
Bravo	MRS-9 200Q*	Portion of M3-3H Rocket/Grenade Area – D and M3-2M Hand Grenade Area - PR Former Rifle Range (Washington Range)*	FOSET	ESCA	IV.2., IV.3., VI.1.
Bravo	MRS-10 200Q* 201Q* 231Q*	M3-1L Suspect Area 2 – PR Former Rifle Range (Washington Range)* Former Field Firing Range (Washington Range)* Former Range (O.Q. - 2A)*	FOSET	ESCA	IV.2., IV.3.,
Bravo	MRS-11 108Q-X* 116Q-X* 200Q* 201Q* 220Q-X* 228Q* 231Q*	M3-Remainder Area-PR Former Artillery Training Area* Former 60 mm Mortar Range* Former Rifle Range (Washington Range)* Former Field Firing Range (Washington Range)* UXO point* Former Machine Gun Transition Range* Former Range (O.Q. - 2A)*	FOSET	ESCA	IV.2., IV.3., VI.1.

DSERTS #	CERFA PARCEL#	DESCRIPTION	FOSET/ FOST	ESCA/NON-ESCA	CURRENT AGREEMENT TABLE
FTMC-144	92Q-X	Former Tank Range	FOSET	ESCA	III.2., IV.3.
FTMC-144	93Q-X	Former Tank Range			
FTMC-144	107Q-X	Former Grenade Range			
FTMC-033	112Q	Former Machine Gun Range	FOSET	NON-ESCA	IV.1.
FTMC-033	213Q	Former Bandholtz Machine Gun qualifying range. Main Post			
FTMC-033	214Q	Former Bandholtz field firing range. Main Post			
FTMC-034	188(7)	Old Toxic Training Area	FOSET	NON-ESCA	III.2.
FTMC-056	68Q	Iron Mountain	FOSET	NON-ESCA	III.2.
FTMC-071	155(4)	Ground Scar w/pit, N. of Landfill #3	FOSET	NON-ESCA	III.2.
FTMC-077	93(7)	Former Decontamination Complex - Bldg. 1271, Chemical Laundry, Area 1200 Motor Pool	FOSET	NON-ESCA	III.2.
FTMC-077	140(4)	Former Gas Station @ Area 1200 Motor Pool, Bldg 1294	FOSET	NON-ESCA	III.2.
FTMC-095	2(4)	UST @ GSA Motor Pool, Bldg 238	GSA Warehouse Area FOST	NON-ESCA	III.2., VI.1.
FTMC-095	3(4)	UST @ Telephone Exchange, Bldg 251			
FTMC-095	4(4)	POL point, Bldg 265			
FTMC-095	67(4)	Former Battery Maintenance Area, Bldg 234			
FTMC-095	69(4)	Washrack, Bldg 253			
FTMC-095	91(4)	Former Dry Cleaning Area, Bldg T-233			
FTMC-095	111(4)	Former Multi Craft Shop, Bldg 245			
FTMC-095	128(4)	Former Washrack @ Nielsen St.			
FTMC-095	129(4)	Washrack, near Bldg T-222			
FTMC-095	151(4)	GSA Warehouse Area			
FTMC-095	238(4)	UST @ Former Gas Station, near Bldg 234			
FTMC-078	132(7)	Former Gas Station, Bldg 1594, Motor Pool Area 1500. Bldg removed.	FOSET	NON-ESCA	III.2.
FTMC-078	133(7)	Former Gas Station @ Area 14, Bldg 1494, at Old Chemical Laundry. Bldg removed.	FOSET	NON-ESCA	III.2.
FTMC-078	134(7)	Former Gas Station @ Area 15, Bldg 1594A. Bldg removed.	FOSET	NON-ESCA	III.2.

DSERTS #	CERFA PARCEL#	DESCRIPTION	FOSET/ FOST	ESCA/NON-ESCA	CURRENT AGREEMENT TABLE
FTMC-079	105(3)	Former Smoke Area R	FOSET	NON-ESCA	III.2.
FTMC-079	106(3)	Former Smoke Area S	FOSET	NON-ESCA	III.2.
FTMC-130	231(7)	Probable Fill Area at Range 30	FOSET	NON-ESCA	III.2.
FTMC-136	122(3)	Former Fog Oil Storage Area W. of Skeet Range	FOSET	NON-ESCA	III.2.
FTMC-139	177(3)	AST @ Range 16	FOSET	NON-ESCA	III.2.
FTMC-144	104Q	Former Rifle/Machine Gun Range	FOSET	NON-ESCA	III.2.
FTMC-144	133Q-X	Impact area, North Central Main Post.	FOSET	NON-ESCA	III.2., IV.3.
FTMC-233	17(4)	UST @ Bldg 1696 Motor Pool	FOSET	NON-ESCA	III.2.
FTMC-233	18(3)	UST @ Bldg 1697 Motor Pool	FOSET	NON-ESCA	III.2.
FTMC-233	19(3)	UST @ Bldg 1694 Motor Pool	FOSET	NON-ESCA	III.2.
FTMC-233	43(3)	UST @ Bldg 796 (Bldg demolished)	FOSET	NON-ESCA	III.2.
FTMC-236	500(3)	Trenches W. of Iron Mountain Road	FOSET	NON-ESCA	III.2.
FTMC-237	71(3)	Washrack, Bldg 1643, Motor Pool Area 1600	FOSET	NON-ESCA	III.2.
FTMC-237	163(3)	Motor Pool Area 1600	FOSET	NON-ESCA	III.2.
FTMC-237	503(3)	Motor Pool Area 1600	FOSET	NON-ESCA	III.2.
FTMC-237	504(3)	Motor Pool Area 1600	FOSET	NON-ESCA	III.2.
FTMC-91	124(3)	Former Smoke Range Battle Visualization Zone (BVZ)	FOSET	NON-ESCA	III.2.
NA	95(3)	Old Hospital	DOJ ECOP Super FOST 1	NON-ESCA	III.2.
NA	157(3)	Ground Scar South of Autoshop	FOSET	NON-ESCA	III.2.
NA	218Q-X	UXO point	FOST E-1 Ref. 62	NON-ESCA	III.2.
NA	234(1)	Trenches at Range 19	FOSET	NON-ESCA	III.2.
NA	22Q	Transformer at Bldg. 141C	FOST E-1 Ref. 62	NON-ESCA	III.2.
NA	23Q	Transformer at Bldg. 162	FOST E-1 Ref. 62	NON-ESCA	III.2.
NA	63Q	Radiological Facility, Bldg. T-812 1/2	FOST E-1 Ref. 62	NON-ESCA	III.2.
NA	98(1)	Current Hazardous Storage Facility, Bldg 348	FOST E-1 Ref. 62	NON-ESCA	III.2.
NA	193(3)	Reported CWM Spill/Burial Site, CWM Spill South 23rd Street	FOST E-1 Ref. 62	NON-ESCA	III.2.
NA	66Q	Radiological Facilities, Bldgs. 3180, 3182, 3192, and alpha/bromine fields	FOST E-1 Ref. 62 FOSET	NON-ESCA	III.2.

DSERTS #	CERFA PARCEL#	DESCRIPTION	FOSET/ FOST	ESCA/NON-ESCA	CURRENT AGREEMENT TABLE
NA	501(3)	Bldgs South of Reilly Airfield	FOST E1.13.501 Ref. 63	NON-ESCA	III.2.
NA	7(3)	UST @ Consolidated Maint, Bldg 350	FOST E-7 Ref. 65	NON-ESCA	III.2.
NA	77(3)	Former Fire Trng Pit, Bldg 350	FOST E-7 ref. 65	NON-ESCA	III.2.
NA	170(3)	Consolidated Main Facility, Bldg 351 Washrack	FOST E-7 Ref. 65	NON-ESCA	III.2.
NA	76(1)	Consolidated Maintenance Facility, Bldg 350/351	FOST E-7 Ref. 65	NON-ESCA	III.2.
NA	83(3)	Bldg. S-2252 Golf Course Pesticide/Mix Storage Facility	Parks & Recreation	NON-ESCA	III.2.
NA	139(3)	Former Gas Station @ Motor Pool Area 1000, Bldg 1094 (Truman Gym)	Parks & Recreation	NON-ESCA	III.2.
NA	141(3)	Former Pesticide Storage & Mixing, Bldg T-2249	Parks & Recreation	NON-ESCA	III.2.
NA	150(3)	Motor Pool Area 1000, Bldg. 1012 (Truman Gym)	Parks & Recreation	NON-ESCA	III.2.
NA	147(3)	Vehicle Maintenance Shop, Motor Pool Area 3100 (S. of 23rd Street)	Parks & Recreation FOSET EBP Tract 3	NON-ESCA	III.2.
NA	1(3)	UST @ Bldg. 215	Super FOST 1	NON-ESCA	III.2.
NA	9(3)	UST @ Recreation Bldg, Bldg 503	Super FOST 1	NON-ESCA	III.2.
NA	11(4)	UST @ Bldg 888 Motor Pool	Super FOST 1	NON-ESCA	III.2.
NA	12(4)	UST @ Bldg 894 Motor Pool	Super FOST 1	NON-ESCA	III.2.
NA	15(3)	USTs @ Former WAC Museum	Super FOST 1	NON-ESCA	III.2.
NA	29(3)	Bldg 3294/3299, 11th Chemical Motor Pool Area	Super FOST 1	NON-ESCA	III.2.
NA	30(4)	UST @ Bldg 3298, 11th Chemical Motor Pool Area	Super FOST 1	NON-ESCA	III.2.
NA	31(4)	UST @ ASP at Bldg 4407	Super FOST 1	NON-ESCA	III.2.
NA	33(3)	UST @ Bldg S-55 (Buckner Circle)	Super FOST 1	NON-ESCA	III.2.
NA	36(3)	UST @ Bldg 141, Admin Bldg.	Super FOST 1	NON-ESCA	III.2.
NA	37(3)	UST @ Bldg 143, Admin Bldg.	Super FOST 1	NON-ESCA	III.2.
NA	39(3)	UST @ Bldg 273, Clothing Bldg.	Super FOST 1	NON-ESCA	III.2.
NA	48(3)	UST @ Bldg 1928, Bowling Alley	Super FOST 1	NON-ESCA	III.2.
NA	49(3)	UST @ Bldg 1929, Dental Clinic	Super FOST 1	NON-ESCA	III.2.
NA	50(3)	UST @ Bldg. 1965, PX	Super FOST 1	NON-ESCA	III.2.
NA	51(3)	UST @ Bldg. 1966, Post Office	Super FOST 1	NON-ESCA	III.2.
NA	52(3)	UST @ Bldg 1997, Motor Pool	Super FOST 1	NON-ESCA	III.2.
NA	56(3)	UST @ Bldg 3212, Community Club	Super FOST 1	NON-ESCA	III.2.
NA	57(3)	UST @ Bldg 3213, Recreation Center	Super FOST 1	NON-ESCA	III.2.
NA	58(3)	UST @ Bldg 3293, Chapel	Super FOST 1	NON-ESCA	III.2.
NA	60(3)	AST @ Bldg 296, Bulk Storage Area	Super FOST 1	NON-ESCA	III.2.
NA	63(3)	UST @ Bldg 162	Super FOST 1	NON-ESCA	III.2.
NA	64(3)	DEH Compound	Super FOST 1	NON-ESCA	III.2.

DSERTS #	CERFA PARCEL#	DESCRIPTION	FOSET/ FOST	ESCA/NON-ESCA	CURRENT AGREEMENT TABLE
NA	68(3)	Washrack, Bldg 866	Super FOST 1	NON-ESCA	III.2.
NA	74(3)	Washrack, Bldg 3262/3263 @ 11th Chemical Motor Pool Area	Super FOST 1	NON-ESCA	III.2.
NA	85(3)	DRMO Area	Super FOST 1	NON-ESCA	III.2.
NA	125(3)	Old Incinerator, Bldg 5710	Super FOST 1	NON-ESCA	III.2.
NA	130(3)	Former Quartermasters Gas Storage Area, near ASP	Super FOST 1	NON-ESCA	III.2.
NA	131(3)	Former Fuel Yard	Super FOST 1	NON-ESCA	III.2.
NA	136(3)	Former Gas Station @ Area 600, Bldg 694. Bldg removed.	Super FOST 1	NON-ESCA	III.2.
NA	137(3)	Former Gas Station @ Area 2000 motor pool, Bldg 2094. Bldg removed.	Super FOST 1	NON-ESCA	III.2.
NA	138(3)	Former Printing Plant, Bldg 143 (basement)	Super FOST 1	NON-ESCA	III.2.
NA	144(3)	Former Motor Pool Area 2000	Super FOST 1	NON-ESCA	III.2.
NA	145(3)	Motor Pool Areas 1800/1900	Super FOST 1	NON-ESCA	III.2.
NA	149(3)	Motor Pool Area 600	Super FOST 1	NON-ESCA	III.2.
NA	162(3)	Printing Plant, Bldg. 3183	Super FOST 1	NON-ESCA	III.2.
NA	164(3)	Motor Pool Area 800	Super FOST 1	NON-ESCA	III.2.
NA	167(3)	USTs at Former WAC Museum, Bldg 1077	Super FOST 1	NON-ESCA	III.2.
NA	171(3)	Former Printing Plant, Bldg 144 (1st Floor)	Super FOST 1	NON-ESCA	III.2.
NA	173(3)	Former Printing Plant, Bldg 2051	Super FOST 1	NON-ESCA	III.2.
NA	196(3)	Gas Mask Test Chamber, Bldg. 439	Super FOST 1	NON-ESCA	III.2.
NA	200(3)	Ground Scar w/Trenches @ Driving Course	Super FOST 1	NON-ESCA	III.2.
NA	228(3)	Trenches west of Remount Creek	Super FOST 1	NON-ESCA	III.2.
NA	236Q	Drain field - Bldg T459	Super FOST 1	NON-ESCA	III.2.
NA	506(3)	UST @ Bldg. 3691	Super FOST 1	NON-ESCA	III.2.
NA	519(4)	Bldg 141- Pistol Range in attic	Super FOST 1	NON-ESCA	III.2.
NA	520(4)	Bldg. 143. Former Pistol Range in attic of building	Super FOST 1	NON-ESCA	III.2.
NA	198(3)	Former CS Training Area	Super FOST 1 DD 1354	NON-ESCA	III.2.
NA	178(3)	Golf Course	Super FOST 1/ Parks & Recreation	NON-ESCA	III.2.
NA	5(3)	UST @ Former Ordnance Motor Repair Area (OMRA), Bldg 326	Super FOST 2	NON-ESCA	III.2.
NA	6(4)	UST @ Recycling Center, Bldg 338	Super FOST 2	NON-ESCA	III.2.
NA	20(4)	UST @ Autocraft Shop, Bldg. 1800	Super FOST 2	NON-ESCA	III.2.
NA	26(3)	UST @ Boiler Plant #1, Bldg 3176	Super FOST 2	NON-ESCA	III.2.
NA	32(4)	UST @ Former Tar Plant/Temp Transformer Storage Facility, Bldg 4437	Super FOST 2	NON-ESCA	III.2.
NA	42(4)	UST @ Bldg 338, Recycling Center	Super FOST 2	NON-ESCA	III.2.
NA	47(3)	UST @ Bldg 1800, Autocraft Shop	Super FOST 2	NON-ESCA	III.2.
NA	60Q	Current PCB Storage Facility, Bldg. 4460	Super FOST 2	NON-ESCA	III.2.

DSERTS #	CERFA PARCEL#	DESCRIPTION	FOSET/ FOST	ESCA/NON-ESCA	CURRENT AGREEMENT TABLE
NA	86(3)	Contractor Laydown Area	Super FOST 2	NON-ESCA	III.2.
NA	89(3)	Boiler Plant #1, Bldg 3176	Super FOST 2	NON-ESCA	III.2.
NA	96(3)	Former Incinerators, Bldgs. 4428/4430	Super FOST 2	NON-ESCA	III.2.
NA	99(3)	Former Tar Plant/Temporary Transformer Storage Facility, Bldg S-4437	Super FOST 2	NON-ESCA	III.2.
NA	100(3)	Autocraft Shop, Bldg 1800	Super FOST 2	NON-ESCA	III.2.
NA	101(3)	UST @ Boiler Plant #4, Bldg 1876	Super FOST 2	NON-ESCA	III.2.
NA	143(3)	Motor Pool Area 1300 2nd Avenue	Super FOST 2	NON-ESCA	III.2.
NA	148(3)	Former Motor Pool Area 1300, 4th Ave	Super FOST 2	NON-ESCA	III.2.
NA	152(3)	Former DPDO - Salvage Yard	Super FOST 2	NON-ESCA	III.2.
NA	153(3)	Ground Scar South of Bldg. 3134	Super FOST 2	NON-ESCA	III.2.
NA	154(3)	Ground Scar/Trenches off Littlebrandt Road	Super FOST 2	NON-ESCA	III.2.
NA	156(3)	Ground Scar near ASP	Super FOST 2	NON-ESCA	III.2.
NA	158(3)	Ground Scar @South End of Confidence Course	Super FOST 2	NON-ESCA	III.2.
NA	166(3)	Training Aids Building - Bldg 267	Super FOST 2	NON-ESCA	III.2.
NA	236(3)	Boiler Plant No. 4, Bldg. 1876	Super FOST 2	NON-ESCA	III.2.
NA	241(3)	Former Area 2100 Motor Pool	Super FOST 2	NON-ESCA	III.2.
NA	226(3)	Boiler Plant No. 2, Bldg 2278	Super FOST 2 DD 1354	NON-ESCA	III.2.
NA	75(3)	Former OMRA/Adjacent Warehouses	Super FOST 2 DOJ ECOP	NON-ESCA	III.2.
NA	67Q	Radiological Facility, Bldg. 4416	Super FOST 3	NON-ESCA	III.2.
NA	97(3)	Former Sandel Flame Thrower Range	Super FOST 3	NON-ESCA	III.2.
NA	179(3)	Former Personnel Decontamination Station, Bldg. 3185	Super FOST 3	NON-ESCA	III.2.
NA	189(3)	Reported CWM Spill/Burial Site N. of Bldg 267	Super FOST 3	NON-ESCA	III.2.
NA	190(3)	Reported CWM Spill/Burial Site E. of Bldg 1928	Super FOST 3	NON-ESCA	III.2.
NA	191(3)	Reported CWM Spill/Burial Site S. of Bldg 141	Super FOST 3	NON-ESCA	III.2.
NA	192(3)	Reported CWM Spill/Burial Site W. of Bldg 3181	Super FOST 3	NON-ESCA	III.2.
NA	199(3)	Bldg 4416 @ ASP	Super FOST 3	NON-ESCA	III.2.
NA	505(3)	UST @ Bldg. 3179	Super FOST 3	NON-ESCA	III.2.
NA	509(3)	Agent ID Area	Super FOST 3	NON-ESCA	III.2.
NA	515(3)	Field Personnel Decontamination Area	Super FOST 3	NON-ESCA	III.2.
NA	517(7)	CBR Proficiency Area	FOSET	NON-ESCA	III.2.
NA	44(4)	UST @ Bldg 1201 (Bldg demolished)	Super FOST 3 DD 1354	NON-ESCA	III.2.
NA	247Q-X	Probable Range, SW Main Post	Super FOST 3 EBP Tract 1	NON-ESCA	III.2.
NA	197(3)	Ammunition Supply Point	Super FOST 3 Super FOST 2 FOSET	NON-ESCA	III.2.

DSERTS #	CERFA PARCEL#	DESCRIPTION	FOSET/ FOST	ESCA/NON-ESCA	CURRENT AGREEMENT TABLE
NA	OA-03	Former Pistol Range	NA*	ESCA	III.2., IV.3., VI.1.

ASP: Ammunition Supply Point
 AST: Above ground Storage Tank
 BVZ: Battle Visualization Zone
 CA Mod: Cleanup Agreement Modification
 CBR: Chemical, Biological and Radiological
 CERFA: Community Environmental Response Facilitation Act
 CWM: Chemical Warfare Materiel
 DD: Decision Document
 DEH: Directorate of Engineering and Housing
 DPDO: Defense Property Disposal Office
 DRMO: Defense Reutilization and Marketing Office
 DSERTS: Defense Site Environmental Restoration Tracking System
 EBP: Eastern Bypass
 ECOP: Environmental Condition of Property
 EE/CA: Engineering Evaluation/Cost Analysis
 FOSET: Finding of Suitability for Early Transfer
 FOST: Finding of Suitability to Transfer

FTMC: Fort McClellan
 GSA: General Services Administration
 GT/Y: Golden Triangle/Y Area
 HTRW: Hazardous Toxic Radioactive Waste
 MOUT: Military Operations in Urban Terrain
 MRS: Munitions Response Site
 NA: Not Applicable
 OA: Ordnance Area
 PCB: Polychlorinated Biphenyl
 POL: Petroleum, Oil and Lubricant
 SW: Southwest
 TBD: To Be Determined
 UST: Underground Storage Tank
 WAC: Women's Army Corps
 ESCA: Environmental Services Cooperative Agreement

NA*: Site OA-03 is not specifically listed in any FOST/FOSET as it was not identified until 2008.

CERFA Parcel #s and Site Descriptions listed with an asterisk (*) are included with the appropriate Alpha/Bravo areas they are associated with for ADEM filing purposes only.

Table I.2.

The following table presents a list of the documents incorporated by reference.

List of Documents Incorporated By Reference:

BIBLIOGRAPHY NUMBER	DOCUMENT RECEIVED DATE	DOCUMENT TITLE	DOCUMENT CONCURRENCE DATE	DATE(S) OF DOCUMENT REVISION(S)	AGREEMENT SITES	NOTES
1.	May 4, 2007	Final Engineering Evaluation / Cost Analysis Report Action Memorandum Bravo Munitions Response Site (MRS)-2. Prepared by Matrix Environmental Services, LLC, June 2007	June 28, 2007		Bravo Munitions Response Area MRS-2	
2.	August 31, 2005	Final Engineering and Cost Analysis (EE/CA) Action Memorandum Alpha Area Munitions and Explosives of Concern. Prepared by Matrix Environmental Services, LLC, August 2005	October 4, 2005		Alpha Area	
3.	August 21, 2006	Final Engineering Evaluation and Cost Analysis (EE/CA) Action Memorandum Bravo Munitions Response Site-1 and Industrial Access Road. Prepared by Matrix Environmental Services, LLC, August 2006	July 21, 2006		Bravo Munitions Response Site-1 and Industrial Access Road	ADEM concurred with the Draft-Final on July 21, 2006; did not send letter for the Final
4.	October 6, 2006	Final Corrective Measures Implementation Plan for Chemical Laundry and Motor Pool Area 1500, Parcel 94(7). Prepared by Matrix Environmental Services, LLC, September 2006	June 24, 2011;	August 22, 2007; September 4, 2013; October 4, 2013; September 29, 2015; January 9, 2017	Chemical Laundry and Motor Pool Area 1500, Parcel 94(7)	MDA revised the document to remove wells from the groundwater monitoring system
5.	June 5, 2001	Final Action Memorandum for Eastern Bypass. Prepared by US Army. August 2, 2001	June 22, 2001		Eastern Bypass	
6.	March 12, 2001	Final Findings of Suitability to Transfer (FOST), Eastern Bypass Tract No. 1, March 2001	March 13, 2001		Eastern Bypass Tract No. 1	

BIBLIOGRAPHY NUMBER	DOCUMENT RECEIVED DATE	DOCUMENT TITLE	DOCUMENT CONCURRENCE DATE	DATE(S) OF DOCUMENT REVISION(S)	AGREEMENT SITES	NOTES
7.	February 10, 2003	Final Findings of Suitability to Transfer (FOT), Eastern Bypass Tract No. 2 and the Western Portion of Eastern Bypass Tract No. 3, July 2003	April 11, 2003		Eastern Bypass Tract No. 2 and the Western Portion of Eastern Bypass Tract No. 3	ADEM sent comments on April 11, 2003; no concurrence letter sent.
8.	June 9, 2009	Action Memorandum for Iron Mountain Road Addition. Prepared by U.S. Army Corps of Engineers Engineering and Support Center, Huntsville, AL, May 2009	November 5, 2009		Iron Mountain Road Addition	
9.	June 2, 2006	Final Decision Document (DD) for Portions of Iron Mountain Road Ranges on ALDOT Eastern Bypass Corridor. Prepared by Shaw Environmental, June 2006	January 5, 2007		Iron Mountain Road Ranges on ALDOT Eastern Bypass Corridor	
10.	January 15, 2008	Final Corrective Measures Implementation Plan Landfill 1 Parcel 78(6), Landfill 2 Parcel 79(6), Former Post Garbage Dump Parcel 126(7), Fill Area East of Reilly Airfield Parcel 227(7), and Fill Area North of Landfill 2 Parcel 230(7), McClellan, Anniston, Alabama, Prepared by Matrix Environmental Services, LLC, August 2007	February 26, 2008		Landfill 1 Parcel 78(6), Landfill 2 Parcel 79(6), Former Post Garbage Dump Parcel 126(7), Fill Area East of Reilly Airfield Parcel 227(7), Fill Area North of Landfill 2 Parcel 230(7)	
11.	July 28, 2006	Final Corrective Measures Implementation Plan Landfill 3 and the Fill Area Northwest of Reilly Airfield Parcels 80(6) and 229(7) McClellan, Anniston, Alabama. Prepared by Matrix Environmental Services, LLC, July 2006	November 29, 2006	October 12, 2006	Landfill 3 and the Fill Area Northwest of Reilly Airfield Parcels 80(6) and 229(7)	Document is associated with landfill cover system
12.	August 14, 2008	Final Corrective Measures Implementation (CMI) Plan for Groundwater Landfill 3, Parcel 80(6), and Fill Area Northwest of Reilly Airfield, Parcel 229(7) McClellan, Anniston, Alabama. Prepared by Matrix Environmental Services, LLC and Geosyntec, August 2008	February 13, 2014	February 23, 2011	Landfill 3, Parcel 80(6), and Fill Area Northwest of Reilly Airfield, Parcel 229(7)	

BIBLIOGRAPHY NUMBER	DOCUMENT RECEIVED DATE	DOCUMENT TITLE	DOCUMENT CONCURRENCE DATE	DATE(S) OF DOCUMENT REVISION(S)	AGREEMENT SITES	NOTES
13.	April 7, 2016	Supplemental Investigation Former Pistol Range, Parcel OA-03 McClellan, Anniston, Alabama. Prepared by Matrix Environmental Services, LLC, January 2017	January 26, 2017	January 17, 2017	Parcel OA-03	
14.	January 2, 2002	Final Action Memorandum for the M1.01 Parcel, January 18, 2002	December 11, 2001		M1.01 Golden Triangle/Y Area	ADEM concurred with the Draft on December 11, 2001; did not send letter for the Final
15.	July 28, 2005	Final Decision Document Former Motor Pool Area 3100, Parcels 146(7), 212(7), 24(7), 25(7), and 73(7). Prepared by Shaw Environmental, July 2005	January 10, 2005		Motor Pool Area 3100, Parcels 212(7), 24(7), 25(7), 73(7), 146(7)	ADEM sent comments on the Draft-Final SI on January 10, 2005; did not send letter for the Final DD
16.	October 26, 2006	Final Decision Document Range 30, Confidence Course (Firing Line), Parcel 88Q; Former Rifle/Machine Gun Range, Parcel 102Q; Former Grenade Range/Area, Parcel 106Q-X; Tank Sub-Caliber/Carbine Transition/Machine Gun Range (OA-08); Grenade Court (OA-15); Unnamed Small Arms Range. Prepared by Shaw Environmental, Inc., October 2006	October 23, 2007		Range 30, Confidence Course (Firing Line), Parcel 88Q; Former Rifle/Machine Gun Range, Parcel 102Q; Former Grenade Range/Area, Parcel 106Q-X; Tank Sub Caliber/Carbine Transition/Machine Gun Range, OA-08; Grenade Court, OA-15; Unnamed Small Arms Range	
17.	August 25, 2006	Final Decision Document for Range 31: Weapons Demonstration Range, Parcel 89Q-X and Former Defendum Field Firing Range No. 2, Parcel 215Q. Prepared by Shaw Environmental, Inc., August 2006	July 11, 2007		Range 31: Weapons Demonstration Range, Parcel 89Q-X and Former Defendum Field Firing Range No. 2, Parcel 215Q	
18.	June 17, 2003	Final Findings of Suitability to Transfer (FOST), GSA Warehouse, August 2003.	September 22, 2003		GSA Warehouse	

BIBLIOGRAPHY NUMBER	DOCUMENT RECEIVED DATE	DOCUMENT TITLE	DOCUMENT CONCURRENCE DATE	DATE(S) OF DOCUMENT REVISION(S)	AGREEMENT SITES	NOTES
19.	April 14, 2017	Sitewide Corrective Measures Implementation Plan for Soil Remediation	July 23, 2019	March 7, 2018	Site-Wide	
20.	June 1999	Final Record of Decision (ROD) for the Environmental Statement for the Disposal and Reuse of Fort McClellan, AL, dated June 1999, Filed with the Environmental Impact Statement, Disposal and Reuse, August 1998	No Concurrence Date		Site-Wide	Document was sent for records; ROD satisfies NEPA requirement to examine environmental impacts of disposal and reuse of FTMC
21.	December 9, 1999	Final Finding of Suitability to Lease (FOSL), JPA Master Lease, Volumes I and II, January 6, 2000.	December 17, 1999		Site-Wide	
22.	June 8, 2000	Final Finding of Suitability to Transfer (FOST), JPA E1 Transfer, Volumes I and II, June 2000.	July 17, 2000		Site-Wide	
23.	November 28, 2000	Final Findings of Suitability to Transfer (FOST), JPA E1.13.501(3) Transfer, December 2000.	December 1, 2000		Site-Wide	
24.	November 22, 2000	Final Findings of Suitability to Transfer (FOST), JPA E2 Transfer, December 2000.	December 1, 2000	January 3, 2001	Site-Wide	
25.	November 27, 2000	Final Findings of Suitability to Transfer (FOST), JPA E7 Transfer, December 2000.	December 1, 2000		Site-Wide	
26.	August 9, 2008	Final Corrective Measures Implementation Plan Training Area T-6 (Naylor), Parcel 183(6) and Cane Creek Training Area, Parcel 510(7), McClellan, Anniston, Alabama. Prepared by Matrix Environmental Services, LLC, August 2008	June 24, 2011	February 24, 2015; June 15, 2017	T-6 (Naylor), Parcel 183(6) and Cane Creek Training Area, Parcel 510(7)	

BIBLIOGRAPHY NUMBER	DOCUMENT RECEIVED DATE	DOCUMENT TITLE	DOCUMENT CONCURRENCE DATE	DATE(S) OF DOCUMENT REVISION(S)	AGREEMENT SITES	NOTES
27.	April 2, 2008	Final Decision Document for the Former Tank Ranges, Parcels 92Q-X and 93Q-X, Former Grenade Range, Parcel 107Q-X, and Impact Areas, Parcels 133Q-X and 134Q-X. Prepared by Shaw Environmental, Inc., April 2008	May 2, 2012	March 23, 2012	Former Tank Ranges, Parcels 92Q-X and 93Q-X and Former Grenade Range, Parcel 107Q-X ; Impact Area, Parcels 133Q-X and 134Q-X	
28.	November 6, 2001	Final Findings of Suitability to Transfer (FOST), SUPERFOST 1, January 2002	December 19, 2001	November 8, 2001	Site-Wide	
29.	August 5, 2002	Final Findings of Suitability to Transfer (FOST), SUPERFOST II, October 2002	October 1, 2002		Site-Wide	ADEM commented on October 1, 2002; no concurrence letter sent; concurrence based on inclusion of unresolved regulatory comments in FOST
30.	June 12, 2003	Final Findings of Suitability to Transfer (FOST), SUPERFOST No. 3, July 2003	September 22, 2003		Site-Wide	
31.	August 6, 2003	Final Findings of Suitability for Early Transfer (FOSET), September 2003	September 30, 2003		Site-Wide	
32.	April 11, 2001	Final Decision Document for the Underground Storage Tank (UST) Parcels. Prepared by IT Corporation, April 2001. Located in the UST Closure Assessment Report, February 2001	February 20, 2001		UST Parcels	ADEM concurred on Final Closure Assessment Plan on February 20, 2001; did not send letter for DD
33.	July 28, 2005	Final Decision Document Former Washrack, Building 1740, Soldier's Chapel Parcel 127(7). Prepared by Shaw Environmental, July 2005	April 29, 2005		Washrack, Building 1740, Soldier's Chapel Parcel 127(7)	ADEM concurred with the Final SI on April 29, 2005; did not send letter for DD
34.	July 5, 2007	Final Finding of Suitability to Transfer (FOST), Water Tank Sites, November 2007.	July 26, 2007		Water Tank Sites	

BIBLIOGRAPHY NUMBER	DOCUMENT RECEIVED DATE	DOCUMENT TITLE	DOCUMENT CONCURRENCE DATE	DATE(S) OF DOCUMENT REVISION(S)	AGREEMENT SITES	NOTES
35.	September 7, 2010	Draft Final Engineering Evaluation and Cost Analysis (EE/CA) Action Memorandum for Bravo Munitions Response Site MRS-9	February 23, 2011		MRS-9	
36.	February 26, 2008	Final Engineering Evaluation / Cost Analysis Report Action Memorandum Bravo Response Site MRS-3. Prepared by Matrix Environmental Services, LLC, February 2008	April 16, 2008		MRS-3	
37.	June 16, 2008	Draft Final Engineering Evaluation / Cost Analysis Report Action Memorandum Bravo Response Site MRS-6. Prepared by Matrix Environmental Services, LLC, June 2008	November 21, 2008		MRS-6	
38.	February 9, 2010	Final Engineering Evaluation / Cost Analysis Report Action Memorandum Bravo Response Site MRS-8. Prepared by Matrix Environmental Services, LLC, February 2010	May 20, 2010		MRS-8	
39.	February 9, 2010	Final Engineering Evaluation / Cost Analysis Report Action Memorandum Bravo Response Site MRS-4. Prepared by Matrix Environmental Services, LLC, February 2010	May 20, 2010		MRS-4	
40.	October 12, 2010	Final Engineering Evaluation / Cost Analysis Report Action Memorandum Bravo Response Site MRS-12 & 13. Prepared by Matrix Environmental Services, LLC, October 2010	February 23, 2011		MRS-12 MRS-13	
41.	October 5, 2009	Final Groundwater Sampling Report, June 2006 and Request for Land Use Controls for Former Base Service Station, Building 2109, Parcels 21(7) and 22(7)	November 5, 2009; October 12, 2011	May 13, 2011; October 11, 2011	Former Base Service Station, Building 2109, Parcels 21(7) and 22(7)	
42.	March 12, 2007	Final Corrective Measures Implementation Plan, Small Weapons Repair Shop, Parcel 66(7), prepared by Matrix Environmental Services, LLC, March 2007	June 24, 2011;	April 2, 2009; September 3, 2013; September 18, 2018	Small Weapons Repair Shop, Parcel 66(7)	

BIBLIOGRAPHY NUMBER	DOCUMENT RECEIVED DATE	DOCUMENT TITLE	DOCUMENT CONCURRENCE DATE	DATE(S) OF DOCUMENT REVISION(S)	AGREEMENT SITES	NOTES
43.	January 5, 2012	Final Corrective Measures Implementation Plan, Impact Area, North-Central Main Post, Parcel 132Q-X and Range 31: Weapons Demonstration Range, Parcel 89Q-X and Former Defendum Field Firing Range No. 2, Parcel 215Q, December 2011	February 13, 2014		Impact Area, North-Central Main Post, Parcel 132Q-X and Range 31, Parcels 89Q-X and 215Q	
44.	May 20, 2009	Final Remedial Investigation for Iron Mountain Road Ranges: Skeet Range, Parcel 69Q; Range 19, Parcel 75Q; Range 13, Parcel 71Q; Range 12, Parcel 70Q; Former Rifle Grenade Range at Skeet Range, Parcel 222Q-X; and Former Rifle Grenade Range North of Washington Ranges, Parcel 221Q-X. Prepared by Shaw Environmental, May 2009	November 5, 2009		Iron Mountain Road Ranges: Skeet Range, Parcel 69Q; Range 19, Parcel 75Q; Range 13, Parcel 71Q; Range 12, Parcel 70Q; Rifle Grenade Range, Parcel 222Q-X; Rifle Grenade Range, Parcel 221Q-X	
45.	January 22, 2007	Final Resource Conservation Recovery Act Facility Investigation Training Area T-38, Former Technical Escort Reaction Area, Parcel 186(6). Prepared by Matrix Environmental Services, LLC, January 2007	July 24, 2007		T-38	
46.	March 11, 2002	Final Action Memorandum for Eastern Bypass with the Explanation of Significant Differences Eastern Bypass. Prepared by the US Army March 11, 2002	May 15, 2002		Eastern Bypass	ADEM commented on May 15, 2002; no concurrence letter sent
47.	October 9, 2007	Final Action Memorandum for Eastern Bypass with the Explanation of Significant Differences Withdrawal of Requirement to Post Warning Signs along the Eastern Bypass Ordnance and Explosives Site – 2, October 5, 2007	November 16, 2007		Eastern Bypass	

BIBLIOGRAPHY NUMBER	DOCUMENT RECEIVED DATE	DOCUMENT TITLE	DOCUMENT CONCURRENCE DATE	DATE(S) OF DOCUMENT REVISION(S)	AGREEMENT SITES	NOTES
48.	February 8, 2010	Assessment Monitoring Program for Groundwater, McClellan Industrial Landfill (Permit No. 08-02), McClellan, Anniston, Alabama	NA		Landfill 4, Parcel 81(5)	Document was submitted in response to self-implementing requirements for solid waste facilities pursuant to ADEM Admin. Code Rule 335-13-4-27(3)(c) and, therefore, does not require a concurrence date
49.	January 9, 2002	Final Finding of Suitability to Transfer (FOST) Parks and Recreation	January 25, 2002		Site-Wide	
50.	November 9, 2012	Final Engineering Evaluation / Cost Analysis Action Memorandum Bravo Response Site MRS-5. Prepared by Matrix Environmental Services, LLC, November 2012	December 4, 2012		MRS-5	
51.	June 21, 2012	Draft Final Engineering Evaluation / Cost Analysis Report Action Memorandum Bravo Response Site MRS-7. Prepared by Matrix Environmental Services, LLC, May 2012	August 1, 2012		MRS-7	
52.	January 23, 2013	Corrective Measures Implementation Plan (CMIP), Soil Remediation, McClellan Baby Bains Gap Road Ranges, Range 25, Range 26, and Ranges South of Range 25. Prepared by WRS Compass, January 16, 2013	February 13, 2014	April 30, 2013; June 3, 2013; August 9, 2013	Baby Bains Gap Road Ranges, Range 25, Range 26 and Ranges South of Range 25, Parcels 83Q, 118Q-X, 84Q-X, 224Q and 226Q	MDA submitted an addendum to change sample collection methodology
53.	July 9, 2013	Final Engineering Evaluation / Cost Analysis Report Action Memorandum Bravo Munitions Response Site MRS-10 & 11. Prepared by Matrix Environmental Services, LLC, June 2007	August 12, 2013		MRS-10 MRS-11	

BIBLIOGRAPHY NUMBER	DOCUMENT RECEIVED DATE	DOCUMENT TITLE	DOCUMENT CONCURRENCE DATE	DATE(S) OF DOCUMENT REVISION(S)	AGREEMENT SITES	NOTES
54.	May 28, 2015	Corrective Measures Implementation Plan, Soil Remediation, Former Ft. McClellan – Baby Bains Gap Road Ranges, Range 23 and 25 East, Anniston, Alabama. Prepared by Envirocon, Inc., May 2015	July 23, 2019	November 16, 2015	Baby Bains Gap Road Ranges, Range 23 and 25, Parcels 79Q and 223Q	
55.	November 12, 2015	Corrective Measures Implementation Plan, Soil Remediation, Baby Bains Gap Road Ranges, Phase III, Range 18 (Parcel 74Q), Anniston, Alabama. Prepared by Northstar, November 2015	July 23, 2019	September 15, 2016	Baby Bains Gap Road Ranges, Range 18, Parcel 74Q	
56.	September 16, 2005	Final Decision Document Former Rifle/Machine Gun Ranges (Firing Line Areas), Parcels 100Q and 101Q, Prepared by Shaw Environmental, Inc., September 2005	May 17, 2005		Rifle Machine Gun Ranges (Firing Line Areas) Parcels 100Q and 101Q	ADEM concurred with Draft-Final SI on May 17, 2005; did not send letter for the Final DD

ALDOT: Alabama Department of Transportation
FTMC: Fort McClellan

NEPA: National Environmental Policy Act
CA: Cleanup Agreement

SI: Site Investigation

PART II

STANDARD AND GENERAL FACILITY CONDITIONS

II.A. EFFECT OF AGREEMENT

Issuance of this Agreement does not authorize any injury to persons or property, any invasion of other private rights, or any infringement of state or local law or regulations. Compliance with the terms of this Agreement does not constitute a defense to any action brought under the AHW MMA, or any other law governing protection of public health or the environment, for any imminent and substantial endangerment to human health, welfare, or the environment.

II.B. 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.

II.C. DUTIES AND REQUIREMENTS

1. Duty to Comply

The MDA shall comply with all conditions of this Agreement, except to the extent and for the duration that such noncompliance is authorized by an emergency permit. Any Agreement noncompliance, other than noncompliance authorized by an emergency permit, constitutes a violation of the AHW MMA, and is grounds for enforcement action, Agreement termination, revocation and reissuance, or modification.

2. Duty to Complete Post-Closure Care and Corrective Action

- a. The MDA shall complete corrective action as required by ADEM Admin. Code Rule 335-14-5-.06(12).
- b. The MDA shall fulfill the 30-year post-closure care period required by ADEM Admin. Code Rule 335-14-5-.07(8)(a)1. The Department may shorten or extend the post-closure care period applicable to the hazardous waste facility in accordance with ADEM Admin. Code Rules 335-14-5-.07(8)(a)2. and 335-14-8-.03(1)(b).

3. Need to Halt or Reduce Activity Not A Defense

It shall not be a defense for the MDA in an enforcement action that it would have been necessary to halt or reduce the activities required hereunder in order to maintain compliance with the conditions of this Agreement.

4. Duty to Mitigate

In the event of noncompliance with this Agreement, the MDA shall take all reasonable steps to minimize releases to the environment, and shall carry out such measures as are reasonable to prevent significant adverse impacts on human health or the environment.

5. Proper Operation and Maintenance

The MDA shall, at all times, properly operate and maintain all facilities and systems of treatment, monitoring, and control (and related appurtenances) which are installed or used by the MDA to achieve compliance with the conditions of this Agreement. Proper operation and maintenance (O&M) includes effective performance, adequate funding, adequate operator staffing and training, and adequate laboratory and process controls, including appropriate quality assurance procedures. This provision requires the operation of backup or auxiliary facilities or similar systems only when necessary to achieve compliance with the conditions of this Agreement.

6. Agreement Actions

This Agreement may be modified, revoked and reissued, or terminated for cause as specified in ADEM Admin. Code Rules 335-14-8-.04(2), 335-14-8-.04(3) and 335-14-8-.04(4). The filing of a request for an Agreement modification, revocation and reissuance, or termination, or the notification of planned changes or anticipated noncompliance on the part of the MDA does not stay any Agreement condition.

7. Property Rights

Execution of this Agreement does not convey any property rights of any sort, nor any exclusive privilege.

8. Duty to Provide Information

The MDA shall furnish to the Department, within a reasonable time as determined by the Department, any relevant information under the control of the MDA which the Department may request to determine whether cause exists for modifying, revoking and reissuing, or terminating this Agreement, or to determine compliance with this Agreement. The MDA shall also furnish to the Department, upon request, copies of records required to be kept by this Agreement.

9. Inspection and Entry

The MDA shall allow duly designated officers and employees of the Department, or an authorized representative, upon the presentation of credentials and other documents as may be required by law to:

- a. Enter at reasonable times upon the MDA's and/or the Facility's premises where a regulated facility or activity is located or conducted, or where records must be kept under the conditions of this Agreement;
- b. Have access to and copy, at reasonable times, any records that must be kept under the conditions of this Agreement;
- c. Inspect at reasonable times any facilities, equipment (including monitoring and control equipment), practices, or operations regulated or required under this Agreement; and,
- d. Sample or monitor, at reasonable times, for the purposes of assuring Agreement compliance or as otherwise authorized by the AHWMMA, any substances or parameters at any location. The MDA shall have the opportunity to split samples during sampling.

10. Monitoring and Records

- a. Samples and measurements taken for the purpose of monitoring shall be representative of the monitored activity. The method used to obtain a representative sample of the waste to be analyzed must be the appropriate method from ADEM Admin. Code Rule 335-14-2-Appendix I or an alternative method specifically approved by the Department for the applicable activity. Laboratory methods must be those specified in Test Methods for Evaluating Solid Waste: Physical/Chemical Methods SW-846 (latest edition), Methods for Chemical Analysis of Water and Wastes (EPA-600/4-79-020), Standard Methods for the Examination of Water and Wastewater (latest edition), or an alternative method specifically approved by the Department for the applicable activity. [ADEM Admin. Code Rule 335-14-8-.03(1)(j)1.]
- b. The MDA shall maintain at the Facility or at its contractor's local office located at or in close proximity to McClellan, records of all monitoring information, including all calibration and maintenance records, records of all data used to prepare documents required by this Agreement, copies of all reports required by this Agreement, and records of all data used to complete the application for this Agreement for a period of at least three (3) years from the date of the sample, measurement, report or record, or until corrective action is completed, whichever date is later. This period may be extended by the Department at any time and is automatically extended during the course of any unresolved enforcement action regarding this facility. [ADEM Admin. Code Rules 335-14-5-.05(5)(b) and 335-14-8-.03(1)(j)2.]
- c. The MDA shall maintain at the facility or at its contractor's office located at or in close proximity to McClellan, records for all groundwater monitoring wells and piezometers and associated groundwater surface elevations throughout the Agreement period and throughout any associated post-closure care period(s) established by future Corrective Action activities completed under this Agreement. These records shall include the surveyed location, surveyed elevation, surveyed elevation

reference point, total depth, screened interval, construction details, well log, and all other pertinent information for each well and piezometer.

- d. Records of monitoring information shall include:
 - i. The dates, exact place, and times of sampling or measurements;
 - ii. The individuals who performed the sampling or measurements;
 - iii. The dates in which analyses were performed;
 - iv. The individuals who performed the analyses;
 - v. The analytical techniques or methods used; and,
 - vi. The results of such analyses.
- e. The following documents and information shall be maintained throughout the term of this or subsequent Agreement(s) and any post-closure care period at the Facility or the MDA's contractor office located at or in close proximity to McClellan.
 - i. Complete copy of this Agreement.
 - ii. Operating record as required by ADEM Admin. Code Rule 335-14-5-.05(4) and this Agreement.
 - iii. Copies of all plans, reports, inspection schedules, inspection logs as required by ADEM Admin. Code Rule 335-14-5 and this Agreement.

11. Signatory Requirements

All applications, reports or information submitted to the Department shall be signed and certified in accordance with ADEM Admin. Code Rules 335-14-8-.02(2) and 335-14-8-.03(1)(k).

12. Reporting Requirements

a. Planned Changes

The MDA shall give notice to the Department as soon as possible of any planned physical alterations or additions to the facility for any areas subject to the investigation, remediation, monitoring and/or remedy operation and maintenance requirements identified under this Agreement.

b. Anticipated Noncompliance

The MDA shall give advance notice to the Department of any planned changes in the facility or activity that may result in noncompliance with

Agreement requirements.

c. Transfer of Agreements

This Agreement may be transferred to a new owner or operator only if it is modified or revoked and reissued pursuant to ADEM Admin. Code Rule 335-14-8-.04(1) or ADEM Admin. Code Rule 335-14-8-.04(3)(a)1.(vii). Before transferring ownership or operation of the facility during a post-closure period, the MDA shall notify the new owner or operator, in writing, of the requirements of ADEM Admin. Code Rules 335-14-5 and 335-14-8 and this Agreement.

d. Monitoring Reports

Monitoring results shall be reported at the intervals specified elsewhere in this Agreement.

e. Compliance Schedules

Reports of compliance or noncompliance with, or any progress reports on, interim and final requirements contained in any compliance schedule of this Agreement shall be submitted to the Department no later than 14 calendar days following each schedule date.

f. Twenty-four Hour Reporting

- i. The MDA shall report to the Department any noncompliance with this Agreement that may endanger human health or the environment. Any such information shall be reported orally within 24 hours from the time the MDA becomes aware of the circumstances. This report shall include, but is not limited to, the following:
 - (I) Information concerning the release of any hazardous waste which may endanger public drinking water supplies; and,
 - (II) Information concerning the release or discharge of any hazardous waste, or hazardous waste constituents, or of a fire or explosion at the facility, which could threaten the environment or human health outside the facility.
- ii. The description of the occurrence and its cause shall include:
 - (I) Name, address, and telephone number of the owner or operator;
 - (II) Name, address, telephone number, and Environmental Protection Agency (EPA) Identification Number of the facility;

- (III) Date, time, and type of incident;
- (IV) Name and quantity of material(s) involved;
- (V) The extent of injuries, if any;
- (VI) An assessment of actual or potential hazards to the environment and human health outside the facility, where this is applicable; and,
- (VII) Estimated quantity and disposition of recovered material that resulted from the accident.

iii. A written submission shall also be provided within 5 calendar days of the time that the MDA becomes aware of the circumstances. The written submission shall contain a description of the noncompliance and its cause; the periods of noncompliance (including exact dates and times); whether the noncompliance has been corrected, and if not, the anticipated time it is expected to continue; and steps taken or planned to reduce, eliminate, and prevent recurrence of the noncompliance.

g. Other Noncompliance

The MDA shall report to the Department all instances of noncompliance not otherwise required by Agreement Conditions II.C.12.d., II.C.12.e., or II.C.12.f. at the time any other reports required by this Agreement are submitted. The reports shall contain the information required by Agreement Condition II.C.12.f.

h. Other Information

Where the MDA becomes aware that it failed to submit any relevant facts in any document required by this Agreement, or submitted incorrect information in any report to the Department, it shall promptly submit such facts or information. In addition, upon request, the MDA shall furnish to the Department any information related to compliance with this Agreement.

13. Certification of Construction

The MDA may not commence operation of a remedy to address potential treatment, storage or disposal of hazardous waste or contaminated media at any new or modified portion of the facility until the MDA has submitted to the Department, by certified mail or hand-delivery, a letter (together with the certification by the construction quality assurance (CQA) officer required by ADEM Admin. Code R. 335-14-5-.02(10)(d) and any other certifications required by this Agreement or ADEM Admin. Code Rule 335-14) signed by the MDA and a professional engineer registered in the State of Alabama stating that the facility has been constructed or modified in compliance with this Agreement where appropriate; and,

- a. The Department has inspected the modified or newly constructed facility and finds it is in compliance with the conditions of this Agreement; or
 - b. The Department has either waived the inspection or has not notified the MDA, within 15 calendar days of the notification from the Facility, of its intent to inspect. [ADEM Admin. Code Rule 335-14-8-.03(1)(1)2.]
14. The MDA shall assure that all measures necessary to maintain and/or achieve compliance with all applicable requirements of ADEM Admin. Code Rules 335-14 are taken during the term of this Agreement, during the corrective action period, and throughout any post-closure care period, including the long-term monitoring period for operation of a remedy system, or during the institutional control maintenance period, whichever is longer.
15. In the event that circumstances beyond the MDA's control arise to prevent achievement of any deadline set forth by this Agreement, the MDA may immediately, upon the occurrence thereof, request an extension by sending a written request to the Department explaining the need for the extension. The Department may, after consideration of the circumstances, grant the extension. Requests for extensions may require an Agreement modification pursuant to ADEM Admin. Code Rule 335-14-8-.04(2).

II.D. [RESERVED]

II.E. DEFINITIONS

For purposes of this Agreement, terms used herein shall have the same meaning as those in ADEM Admin. Code Rules 335-14-1, 335-14-2, 335-14-5, and 335-14-8, unless this Agreement specifically provides otherwise. Where terms are not defined in the regulations or this Agreement, a standard dictionary reference or the generally accepted scientific or industrial meaning of the term shall define the meaning associated with such terms.

"Area of concern" (AOC), for the purposes of this Agreement, includes any area having a probable release of a hazardous waste or hazardous constituent that is not from a SWMU and is determined by the Department to pose a current or potential threat to human health or the environment. Such areas of concern may require investigations and remedial action as required under Section 3005(c)(3) of the RCRA and ADEM Admin. Code Rule 335-14-8-.03(3)(b)2. in order to ensure adequate protection of human health and the environment.

"Contamination," for the purposes of this Agreement, refers to the presence of any hazardous constituent in a concentration that exceeds the naturally occurring concentration of that constituent in the immediate vicinity of the facility (*i.e.*, areas not affected by the facility).

“Discarded Military Munitions” (DMM), for the purposes of this Agreement, refers to unfired military munitions that have been abandoned, discarded, or improperly disposed of and are still capable of firing.

"Extent of contamination," for the purposes of this Agreement, is defined as the horizontal and vertical area in which the concentrations of hazardous constituents in the environmental media being investigated are above detection limits or background concentrations indicative of the region, whichever is appropriate as determined by the Department.

"Hazardous constituents," for the purposes of this Agreement, are those substances listed in ADEM Admin. Code Rule 335-14-2-Appendix VIII and/or ADEM Admin. Code Rule 335-14-5-Appendix IX and include hazardous constituents released from solid waste, hazardous waste, hazardous waste constituents that are reaction by-products. The term hazardous constituents, as used in this Agreement, specifically includes MEC and similar materials, whether present as intact munitions, or as fragments, residuals, or chemical constituents. With respect to fragments and metal pieces of MEC and similar material, the categorization of these materials as hazardous constituents is not intended to impose additional requirements on the management of materials not otherwise required to be managed as hazardous wastes (such as scrap metal), but rather to reflect the role of these components in the investigation and cleanup of areas potentially impacted by MEC and similar material.

“Land Use Controls,” (LUC) for the purposes of this Agreement, is as defined by ADEM Admin. Code R. 335-15-1-.02.

“Munitions and Explosives of Concern” (MEC) for the purposes of this Agreement, collectively refers to UXO, DMM, and residue from OE training activities, as well as various chemical constituents which were or may have been released to the environment resulting from various other activities associated with training of Army troops.

“Method detection limit” (MDL), for the purposes of this Agreement, means the minimum concentration of a substance that can be measured and reported with 99% confidence that the analyte concentration is greater than zero and is determined from analysis of a sample in a given matrix type containing the analyte.

“Mixed waste,” for the purposes of this Agreement, means a solid waste that is a mixture of hazardous waste (as defined in ADEM Admin. Code Rule 335-14-2-.01(3)) and radioactive waste (as defined in 10 CFR 61.2). The radioactive component of mixed waste is subject to regulation by the Atomic Energy Act (AEA)/Nuclear Regulatory Commission (NRC). The non-radioactive chemically hazardous component of mixed waste is subject to regulation by the AHWMA and ADEM Admin. Code R. 335-14.

“Operating day,” for the purposes of this Agreement, means any day on which hazardous waste is treated, stored, or disposed of in a unit. For example, each day that a hazardous waste storage unit contains hazardous waste is an operating day; as is each day that a disposal unit contains or receives hazardous waste, or each day that hazardous waste is treated in a treatment unit.

“Ordnance and Explosives” (OE), for the purposes of this Agreement, means any munition, weapon delivery system, or ordnance item that contains explosives, propellants, and/or chemical agents.

A "release," for the purposes of this Agreement, includes any spilling, leaking, pouring, emitting, emptying, discharging, injecting, escaping, leaching, pumping, or disposing into the environment of any hazardous waste or hazardous constituent.

"Solid waste management unit" (SWMU), for the purposes of this Agreement, includes any unit that has been used for the treatment, storage or disposal of solid waste at any time, irrespective of whether the unit is or ever was intended for the management of solid waste. RCRA-regulated hazardous waste management units are also solid waste management units. SWMUs include areas that have been contaminated by routine and systematic releases of hazardous waste or hazardous constituents, excluding one-time accidental spills that are immediately remediated and cannot be linked to solid waste management activities (*e.g.*, product or process spills).

“Storm event,” for the purposes of this Agreement, is defined as a 1-year, 24-hour storm event or rainfall which measures 1 inch or greater in 1 hour or less. Rainfall measurements may be taken at the site, or the closest official weather monitoring station may be used.

“Unexploded Ordnance” (UXO) for the purposes of this Agreement, means military munitions that have been primed, fuzed, armed, or otherwise prepared for action, and have been fired, dropped, launched, projected or placed in such a manner as to constitute a hazard to operations, installation, personnel, or material and remain unexploded either by malfunction, design, or any other cause.

II.F. EXPIRATION AND CONTINUATION OF AGREEMENT

This Agreement and all conditions herein will remain in effect until all obligations contained herein have been fulfilled, as determined in writing by the Department.

II.G. WASTE MINIMIZATION

1. Certification Requirements

Pursuant to ADEM Admin. Code Rule 335-14-5-.05(4)(b)9. The MDA must certify, no less often than annually, that:

- a. The MDA has a program in place to reduce the volume and toxicity of hazardous waste to the degree determined by the MDA to be economically practicable; and,
- b. The proposed method of treatment, storage or disposal is the most practicable method available to the MDA which minimizes the present and future threat to human health and the environment.

2. Recording Requirements

If Agreement Condition II.G. is applicable, then the MDA shall maintain copies of this certification in the facility operating record as required by ADEM Admin. Code Rule 335-14-5-.05(4).

II.H. COST ESTIMATES

1. The MDA shall maintain detailed written cost estimates, in current dollars, at the location specified in Agreement Condition II.C.10.e. and on file with ADEM in accordance with ADEM Admin. Code Rules 335-14-5-.08(3), (5), and (10). For those activities covered by the ESCA between the MDA and the Army, the Parties anticipate that the cost data and estimates prepared by the MDA pursuant to the requirements of the ESCA will fulfill this requirement, subject to the review and approval of the Department.
2. All cost estimates must be updated annually as required by ADEM Admin. Code Rules 335-14-5-.08(3)(b), (5)(b), and (10)(b).
3. The cost estimate shall be maintained and submitted in the form designated or otherwise approved by the Department.
4. The MDA must update the cost estimate no later than 30 calendar days after the Department has approved a modification to the Closure Plan, Post-Closure Plan, Corrective Action Plan, or any other plan required or referenced by this Agreement, if the change in the plan results in an increase of the cost estimate amount.

II.I. FINANCIAL ASSURANCE

1. The MDA shall demonstrate continuous compliance with ADEM Admin. Code Rule 335-14-5-.08 by providing documentation of financial assurance in at least the amount that equals or exceeds the cost estimate. For those activities covered by the ESCA between the MDA and the Army, the Parties agree that (i) a fully executed copy of the ESCA, (ii) copies of the environmental insurance policies ("Insurance Policies") covering the Facility, or portions thereof, and (iii) annual certifications from the MDA that the ESCA and Insurance Policies are in full force and effect, will fulfill this requirement. Changes in financial assurance mechanisms must be approved by the Department.
2. The MDA shall submit itemized statements for all capital expenditures and a complete, revised cost estimate to the Department when requesting approval for a reduction in the financial assurance mechanism.

II.J. AGREEMENT MODIFICATIONS

The MDA shall request an Agreement modification whenever changes in operating plans or facility design affect any plan (*e.g.*, closure, groundwater monitoring, post-closure, or

corrective action) required or referenced by this Agreement. The MDA must submit a written request for an Agreement modification pursuant to the requirements of ADEM Admin. Code Rule 335-14-8-.04(2). at least 60 calendar days prior to the proposed change in facility design or operation.

II.K. REPORTS, NOTIFICATIONS, AND SUBMISSIONS TO THE DEPARTMENT

All reports, notifications, or other submissions that are required by this Agreement should be sent via certified mail or given to:

Chief, Land Division
Alabama Department of Environmental Management
P.O. Box 301463 (Zip 36130-1463)
1400 Coliseum Boulevard (Zip 36110-2059)
Montgomery, Alabama

II.L. FORCE MAJEURE

1. The MDA shall perform the requirements of this Agreement within the schedules and time limits set forth herein and in any approved plan unless the performance is prevented or delayed by events which constitute a force majeure. A force majeure is defined as any event arising from causes which are not reasonably foreseeable, which are beyond the control of the MDA, and which cannot be overcome by due diligence.
2. Within 72 hours of the time that the MDA knows or has reason to know of the occurrence of any event which the MDA has reason to believe may prevent the MDA from timely compliance with any requirement under this Agreement, the MDA shall provide verbal notification to the Department. Within 7 calendar days of the time that the MDA knows or has reason to know of the occurrence of such event, the MDA shall submit to the Department a written description of the event causing the delay, and actions which will be taken to mitigate the duration of the delay.
3. The burden of proving that any delay was caused by a force majeure shall, at all times, rest with the MDA. If the Department agrees that a force majeure has occurred, the Department will so notify the MDA. The Department will also approve or disapprove of the MDA's proposed actions for mitigating the delay. If the Department does not agree that a force majeure has occurred, or if the Department disapproves of the MDA's proposed actions for mitigating the delay, it shall provide a written explanation of its determination to the MDA. Pursuant to the Dispute Resolution section, within fifteen (15) calendar days of receipt of the explanation, the MDA may file an objection.
4. Delay in the achievement of one requirement shall not necessarily justify or excuse delay in the achievement of subsequent requirements. In the event any performance under this Agreement is found to have been delayed by a force majeure, the MDA shall perform the requirements of this Agreement that were delayed by the force majeure with all due diligence.

PART III

IDENTIFICATION AND EVALUATION REQUIREMENTS

III.A. APPLICABILITY

It is noted that this Agreement addresses requirements for SWMUs and/or AOCs that include areas previously identified as Sites/Parcels, etc. via the CERCLA/BRAC process. Although certain items have historically been developed and/or completed using different titles or names, it is not the intent of the Parties to restart the investigation and remediation process from the beginning, but rather to continue the on-going process under this Agreement.

The Conditions of this Part apply to:

1. The parcels, sites, SWMUs and AOCs identified in Table III.1., which require investigation and/or remediation;
2. The parcels, sites, SWMUs and AOCs identified in Table III.2., which require no further action under this Agreement at this time;
3. Any additional parcels, sites, SWMUs or AOCs discovered during the course of groundwater monitoring, field investigations, environmental audits, or other means; and,
4. Contamination beyond the facility boundary, if applicable. The MDA shall implement corrective actions beyond the facility boundary where necessary to protect human health and the environment, unless the MDA demonstrates to the satisfaction of the Department that, despite the MDA's best efforts, as determined by the Department, the MDA was unable to obtain the necessary permission to undertake such actions. The MDA is not relieved of all responsibility to clean up a release that has migrated beyond the facility boundary where off-site access is denied. On-site measures to address such releases will be determined on a case-by-case basis. Assurances of financial responsibility for completion of such off-site corrective action will be required, as described in Condition II.I. of this Agreement.
5. The MDA shall, in conjunction with ADEM, evaluate the need to undertake corrective action for the areas listed in Tables III.1. and IV.1. The corrective action process followed by the MDA at the Facility for each area will be conducted with the goal of evaluating and determining how to best meet the requirements of ADEM Administrative Code R. 335-14. Table IV.1. lists the corrective action requirements applicable to each Parcel pursuant to this Agreement. Not all steps in the corrective action process described below will be necessary for each site, depending on what phases have already been completed by the Army prior to transfer. Documents submitted to ADEM under this Cleanup Agreement may use both RCRA and CERCLA terminology and titles in order to satisfy the requirements of ADEM under RCRA (AHWMMA) and the Army under CERCLA and the NCP. In some instances, the Army may have already prepared an Engineering Evaluation/Cost Analysis (EE/CA) that has been approved by ADEM. In such instances, it is expected that the EE/CA shall fulfill the requirements of the RCRA Facility Investigation (RFI) as described in Condition III.D. of this Agreement..

III.B. NOTIFICATION AND ASSESSMENT REQUIREMENTS FOR NEWLY IDENTIFIED SWMUs AND AOCs

1. The MDA shall notify the Department in writing, within 15 calendar days of discovery, of any additional parcels, sites, or AOCs as described under Agreement Condition III.A.3. The notification shall include, at a minimum, the location of the parcel, site, or AOC and all available information pertaining to the nature of the release (*e.g.*, media affected, hazardous constituents released, magnitude of release, etc.). If the Department determines that further investigation of a parcel, site, or AOC is required, the Agreement will be modified in accordance with ADEM Admin. Code Rule 335-14-8-.04(2).
2. The MDA shall notify the Department in writing, within 15 calendar days of discovery, of any additional SWMUs as described under Agreement Condition III.A.3.
3. The notification for new parcels, sites, AOCs and SWMUs, as provided in Conditions III.B.1. and III.B.2. of this Agreement shall contain an assessment as to whether the new condition is the responsibility of the MDA or the Army under the ESCA or applicable law. If the Army disagrees with this assessment, the MDA will initiate required actions under the ESCA to resolve this disagreement and the provisions of Condition I.C.2. of this Agreement shall be applicable thereto.
4. The MDA shall prepare and submit to the Department, within 90 calendar days of notification, a SWMU Assessment Report (SAR) for each SWMU identified under Agreement Condition III.B.2. At a minimum, the SAR shall provide the following information:
 - a. Location of unit(s) on a topographic map of appropriate scale such as required under ADEM Admin. Code Rule 335-14-8-.02(5)(b)19.
 - b. Designation of type and function of unit(s).
 - c. General dimensions, capacities and structural description of unit(s) (supply any available plans/drawings).
 - d. Dates that the unit(s) was operated.
 - e. Specification of all wastes that have been managed at/in the unit(s) to the extent available. Include any available data on hazardous constituents in the wastes.
 - f. All available information pertaining to any release of hazardous waste or hazardous constituents from such unit(s) (to include groundwater data, soil analyses, air, and/or surface water data).
5. Based on the results of the SAR, the Department shall determine the need for further investigations at the SWMUs covered in the SAR. If the Department determines that such investigations are needed, the MDA shall initiate an investigation as outlined in Agreement Condition III.D.1. immediately upon receiving notification of the Department's determination.

III.C. NOTIFICATION REQUIREMENTS FOR NEWLY DISCOVERED RELEASES AT PREVIOUSLY IDENTIFIED PARCELS, SITES, SWMUs or AOCs

1. The MDA shall notify the Department in writing of any newly discovered release(s) of hazardous waste or hazardous constituents discovered during the course of groundwater monitoring, field investigations, environmental audits, or other means, within 15 calendar days of discovery. Such newly discovered releases may be from the Parcels, Sites, SWMUs or AOCs identified in Agreement Condition III.A.3. or from Parcels, Sites, SWMUs or AOCs identified in Agreement Condition III.A.2. for which further investigation was not required.
2. If the Department determines that further investigation of the Parcels, Sites, SWMUs or AOCs described in Agreement Condition III.C.1. is needed, the MDA shall initiate an investigation as outlined in Agreement Condition III.D.1. immediately upon receiving notification of the Department's determination.
3. The notification for new releases as provided in Conditions III.C.1. and III.C.2. of this Agreement shall contain an assessment as to whether the new condition is the responsibility of the MDA or the Army under the ESCA or applicable law. If the Army disagrees with this assessment, the MDA will initiate required actions under the ESCA to resolve this disagreement and the provisions of Condition I.C.2. of this Agreement shall be applicable thereto.

III.D. RCRA FACILITY INVESTIGATION (RFI)

1. The MDA must perform an RFI for any Parcel, Site, SWMU or AOC identified by the Department in accordance with Agreement Conditions III.A.1., III.B.4., and III.C.2. Where existing CERCLA Remedial Investigation (RI) reports or EE/CAs have been previously approved by the Department for the Parcels, Sites, SWMUs or AOCs named in this Agreement, those RI reports shall fulfill the requirements of this paragraph. Where existing CERCLA RI reports or EE/CAs have been previously prepared by the Army and submitted to the Department for the Parcels, Sites, SWMUs or AOCs named in this Agreement, but have not yet been approved by the Department, those RI reports shall fulfill the requirements for submittal of this paragraph, but are subject to the content requirements described herein. Where existing RI reports are under preparation at the time this Cleanup Agreement becomes effective, the RI report shall be finalized by the MDA and named "RI/RFI" to fulfill the requirements of both RCRA and CERCLA.
2. The RFI must fully characterize the nature and extent of contamination released from each SWMU or AOC under investigation.
3. The RFI must be performed in a manner consistent with the most recent edition of the Alabama Environmental Investigation and Remediation Guidance (AEIRG).
4. Except as provided by Agreement Condition III.D.6., the RFI must be completed within 180 days from the effective date of this Agreement; or, for Parcels, Sites, SWMUs or AOCs identified pursuant to Agreement Conditions III.B. and III.C., within 180 calendar days from the receipt of notification from the Department that an RFI is required. If, prior to the effective date of this Agreement, the Department has approved a work plan

that includes a schedule for completing the RFI, the RFI shall be completed in accordance with the approved schedule.

5. RFI Schedule of Compliance.

- a. For RFIs expected to require greater than 180 days to complete, the MDA may submit a schedule of compliance subject to Departmental approval/modification.
- b. Submittal of an RFI Schedule of Compliance does not delay or otherwise postpone the MDA's obligation to initiate the RFI.
- c. The Schedule of Compliance must include:
 - i. A detailed narrative discussion which explains why the RFI cannot be completed within 180 days; and,
 - ii. A detailed and chronological listing of milestones, with estimated durations, which provides sufficient information to track the progress of the investigation.
- d. The RFI Schedule of Compliance shall be reviewed by the Department in accordance with Agreement Condition III.G.
- e. The MDA shall complete the RFI in accordance with approved RFI Schedule of Compliance.

6. RFI Progress Reports

- a. For an RFI being conducted in accordance with an approved RFI Schedule of Compliance, the MDA must submit progress reports on a quarterly basis.
- b. The RFI Progress Reports must include:
 - i. A description of the RFI activities completed during the reporting period;
 - ii. Summaries of any problems or potential problems encountered during the reporting period;
 - iii. Actions taken to rectify problems;
 - iv. Changes in relevant personnel;
 - v. Projected work for the next reporting period;
 - vi. Any proposed revisions to the RFI Schedule of Compliance. Modifications of the RFI Schedule of Compliance are subject to approval by the Department; and,
 - vii. A summary of any data collected during the reporting period, including:
 - a. The location of each sampling point identified on a site map.

- b. The concentration of each hazardous constituent detected at each sampling point.
- c. Submittal of RFI Progress Reports, work plans, or other documents during the RFI does not alter the approved RFI Schedule of Compliance.

7. RFI Reports

- a. The MDA shall prepare and submit to the Department an RFI Report within 90 calendar days from the completion of investigation activities, or in accordance with the approved RFI Schedule of Compliance, if applicable.
- b. The RFI Report must provide a detailed description of all required elements of the investigation as described in the most recent edition of the AEIRG.
- c. The RFI Report shall be reviewed by the Department in accordance with Agreement Condition III.G.

III.E. SELECTION OF CORRECTIVE MEASURES AND AGREEMENT MODIFICATION

- 1. The MDA shall develop and submit to the Department a Corrective Measures Implementation (CMI) Plan for any areas of the Facility where hazardous constituents have come to be located at concentrations exceeding those appropriate for the protection of human health and the environment. The CMI Plan must include all applicable elements of the proposed remedy pursuant to the most recent edition of the AEIRG.
- 2. The CMI Plan shall be submitted within 180 calendar days following the submittal of an RFI Report indicating that hazardous constituents have come to be located at any area of the facility, or beyond the facility, at concentrations exceeding those appropriate for the protection of human health and the environment, or that a remedy is otherwise necessary to protect human health and the environment; or within 180 calendar days following submittal of a final feasibility study/Corrective Measures Study (CMS) if required by the Army or the MDA; or within 180 calendar days following notification from the Department that a CMI Plan is required, whichever occurs earlier.
- 3. The CMI Plan shall be submitted along with a request for Agreement modification pursuant to ADEM Admin. Code R. 335-14-8-.04(2), and shall include any applicable fees pursuant to ADEM Admin. Code R. 335-1-6. This modification will serve to incorporate the proposed final remedy, including all procedures necessary to implement and monitor the remedy, into this Agreement.
- 4. Within 120 calendar days after this Agreement has been modified in accordance with Agreement Condition III.E.3., the MDA shall demonstrate financial assurance for completing the approved remedy.

III.F. INTERIM MEASURES (IM)

1. IM Work Plan(s)
 - a. Upon notification by the Department, the MDA shall prepare and submit an IM Work Plan for any Parcels, Sites, SWMUs or AOCs that the Department determines is necessary. IM are necessary in order to minimize or prevent the further migration of contaminants and limit human and environmental exposure to contaminants while long-term corrective measures are evaluated and, if necessary, implemented. The IM Work Plan shall be submitted within 30 calendar days of such notification and shall include the elements listed in Agreement Condition III.F.1.b. Such IM may be conducted concurrently with investigations required under the terms of this Agreement. The MDA may initiate IM by submitting an IM Work Plan for approval and reporting in accordance with the requirements under Agreement Condition III.F.
 - b. The IM Work Plan shall ensure that the IM are designed to mitigate any current or potential threat(s) to human health or the environment and is consistent with and integrated into any long-term solution at the facility. The IM Work Plan shall include: the IM objectives, procedures for implementation (including any designs, plans, or specifications), and schedules for implementation.
 - c. The IM Work Plan must be approved by the Department, in writing, prior to implementation. The Department shall specify the start date of the IM Work Plan schedule in the letter approving the IM Work Plan.
 - d. The IM Report shall be reviewed by the Department in accordance with Agreement Condition III.G.
2. IM Implementation
 - a. The MDA shall implement the IM in accordance with the approved IM Work Plan.
 - b. The MDA shall give notice to the Department as soon as possible of any planned changes, reductions or additions to the IM Work Plan.
 - c. Final approval of corrective action required under ADEM Admin. Code Rule 335-14-5-.06(12), which is achieved through IM, shall be in accordance with ADEM Admin. Code Rule 335-14-8-.04(2) and Agreement Condition III.E.
3. IM Reports
 - a. If the time required for completion of IM is greater than one year, the MDA shall provide the Department with Progress Reports at intervals specified in the approved work plan. The Progress Reports shall, at a minimum, contain the following information:
 - i. A description of the portion of the IM completed;

- ii. Summaries of any deviations from the IM Work Plan during the reporting period;
 - iii. Summaries of any problems or potential problems encountered during the reporting period;
 - iv. Projected work for the next reporting period; and,
 - v. Copies of laboratory/monitoring data.
- b. The MDA shall prepare and submit the IM Report to the Department, within 90 calendar days of completion of IM conducted under Agreement Condition III.F. The IM Report shall, at a minimum, contain the following information:
- i. A description of IM implemented;
 - ii. Summaries of results;
 - iii. Summaries of all problems encountered;
 - iv. Summaries of accomplishments and/or effectiveness of IM; and,
 - v. Copies of all relevant laboratory/monitoring data, etc. in accordance with Agreement Condition II.C.10.

III.G. SUBMITTALS

1. All work plans, reports, schedules, and other documents ("Submittals") required by this Part shall be subject to approval by the Department to assure that such submittals and schedules are consistent with the requirements of this Agreement and with applicable regulations and guidance. The MDA shall revise all Submittals and schedules as directed by the Department.
2. The Department will review all Submittals in accordance with the conditions of this Agreement. The Department will notify the MDA in writing of any Submittal that is disapproved, and the basis therefore. If the Department disapproves a Submittal, the Department shall (1) notify the MDA in writing of the Submittal's deficiencies and specify a due date for submission of a revised Submittal, (2) revise the Submittal and notify the MDA of the revisions, or (3) conditionally approve the Submittal and notify the MDA of the conditions. If the Department imposes revisions as described in item (2), the Department shall describe the required revisions in writing to the MDA. This description shall be considered a supplement to the subject Submittal. Agreement Condition I.F. shall apply only to Submittals that have been disapproved and revised by the Department, or that have been disapproved by the Department, then revised and resubmitted by the MDA, and again disapproved by the Department.
3. All Submittals shall be submitted within the time frame specified by the Department and in accordance with the approved schedule of compliance. Extensions of the due date for Submittals may be granted by the Department based on the MDA's demonstration that

sufficient justification for the extension exists, which justification may include Force Majeure as described herein.

4. All Submittals required by this Part shall be signed and certified in accordance with ADEM Admin. Code Rule 335-14-8-.02(2).
5. Two (2) copies of all Submittals shall be provided by the MDA to the Department in accordance with Agreement Condition II.K.

Table III.1.

The following table presents a list of the Parcels, Sites, SWMUs and/or AOCs requiring an RFI, RI, or EE/CA Finalization. Site Identifiers and descriptions correspond with those listed in the Final Environmental Baseline Survey, Volumes I & II, Fort McClellan, Alabama, January, 1998, prepared by Environmental Science & Engineering, Inc. (ESE). Where discrepancies exist, the Agreement will take precedence.

It is noted that this Agreement addresses requirements for SWMUs and/or AOCs that include areas previously identified as Sites/Parcels, etc. via the CERCLA/BRAC process. Although certain items have historically been developed and/or completed using different titles or names, it is not the intent of the Parties to restart the investigation and remediation process from the beginning, but rather to continue the on-going process under this Agreement.

List of Parcels, Sites, SWMUs and/or AOCs Requiring an RFI:

CERFA PARCEL#	SITE DESCRIPTION	STATUS	RESPONSIBLE PARTY	UNRESOLVED ISSUES
180(7)	Training Area T-5: Former Detection & ID Area	RFI	MDA	<ul style="list-style-type: none"> HTRW Soil and Groundwater Trichloroethylene (TCE) contamination in soil and groundwater at the T-5 sites results from decontamination training activities performed on the various individual parcels. MDA to complete characterization and remediation. Parcels 180(7), 182(7), 513(7), 514(7) and 516(7) are located in MRS-3, a MEC site.
182(7)	Training Area T-5: Former Toxic Hazards Detection/Decontamination			
511(7)	Training Area T-5: Blacktop Training Area			
512(7)	Training Area T-5: Fenced Yard in Blacktop Area			
513(7)	Training Area T-5: Dog Training Area			
514(7)	Training Area T-5: Old Burn Pit			
516(7)	Training Area T-5: Dog Kennel Area			
72Q-X	Range 16: Grenade Launcher Range/Dud Impact Area	RFI	MDA	<ul style="list-style-type: none"> HTRW No characterization performed. Following MEC remediation, MDA will perform HTRW investigation and remediation. Range 16 is located within portions of MRS-3, 7, 8, 9, and 11; MEC sites.
150Q	Range 16: Former Rifle Range			

CERFA PARCEL#	SITE DESCRIPTION	STATUS	RESPONSIBLE PARTY	UNRESOLVED ISSUES
88Q	Range 30: End of Cycle Test Range (Impact Area)	RFI	MDA	<ul style="list-style-type: none"> • HTRW Range 30 contamination in soil at Range 30 site results from range training activities at the various individual parcels. MDA to perform soil removal and lead stabilization as appropriate.
103Q	Range 30: Former Rifle/Machine Gun Range			
130Q-X	Mock Village, located at present Yahou Lake	RFI	MDA	<ul style="list-style-type: none"> • HTRW • Groundwater MDA to complete characterization and remediation of solvent contamination in groundwater.
114Q-X	Former Large Caliber Range	RFI	MDA	<ul style="list-style-type: none"> • HTRW • Soil and Groundwater MDA to complete characterization and remediation of contamination in soil and groundwater.
87Q-X	Range 29: Weapons Demonstration Range	RFI	MDA	<ul style="list-style-type: none"> • HTRW • Soil and Groundwater MDA to complete characterization and remediation of contamination in soil and groundwater.
110Q	Range 29: Former Rifle Range			
111Q	Range 29: Former Rifle Range			
239Q-X	Range 29: Impact Area, Central Main Post			
NA	Area North of MOUT Site	RFI	MDA	<ul style="list-style-type: none"> • HTRW • Soil and Groundwater A site visit revealed features that suggest this area was used for training maneuvers with live fire. Bullet fragments were visible on the ground surface within two ground scars. Groundwater contamination was identified but has not been characterized.

CERFA PARCEL#	SITE DESCRIPTION	STATUS	RESPONSIBLE PARTY	UNRESOLVED ISSUES
100Q	Former Rifle/Machine Gun Range (Impact Area)	RFI	MDA	<ul style="list-style-type: none"> • HTRW • Soil and Groundwater MDA to complete characterization and remediation of contamination in soil and groundwater. MDA will implement land use controls as applicable to obtain NFA status.
101Q	Former Rifle/Machine Gun Range (Impact Area)			

CERFA: Community Environmental Response Facilitation Act
SI: Site Investigation
MOUT: Military Operations in Urban Terrain

UST: Underground Storage Tank
NA: Not Applicable

Table III.2.

The following table presents a list of the Parcels, Sites, SWMUs and/or AOCs requiring no further action at this time. Site Identifiers and descriptions correspond with those listed in the Final Environmental Baseline Survey, Volumes I & II, Fort McClellan, Alabama, January, 1998, prepared by ESE. Where discrepancies exist, the Agreement will take precedence.

It is noted that this Agreement addresses requirements for SWMUs and/or AOCs that include areas previously identified as Sites/Parcels, etc. via the CERCLA/BRAC process. Although certain items have historically been developed and/or completed using different titles or names, it is not the intent of the Parties to restart the investigation and remediation process from the beginning, but rather to continue the on-going process under this Agreement.

List of Parcels, Sites, SWMUs and/or AOCs Requiring No Further Action (NFA) At This Time:

CERFA PARCEL#	DESCRIPTION	HISTORY		CONCUR DATE	CONDITIONS*		REMEDY SECTION REFERENCE
		NFA Issue(s)	Impacted Media		None	LUCs	
NA	All McClellan property transferred to the MDA (See Table I.1 for complete listing)	CWM	Various	10/7/2002	X		NFA for CWM was obtained by the Army in the CWM Action Memorandum.
127(7)	Soldier's Chapel, Bldg 1740 (Washrack)	HTRW	Groundwater	7/8/2008		X	IV.C.2.C.
21(7)	Base Service Station: Bldg 2109	HTRW	Groundwater	11/5/2009; 10/12/2011	X		NA
22(7)	Base Service Station: UST, Bldg 2109						
Alpha Area	Portions of M5-1L-(North) PR, M6-1L Remainder – I/AR, M6-1M Remainder – PR, M6-1, Remainder – I/AR and Smoke Ranges R and S/T-38 - PR	MEC	NA	10/4/2005	X		NA
GT/Y	Golden Triangle and Y Area: M1.01, M3 Miscellaneous Property and Eastern Bypass Y Area Junction	MEC	NA	6/28/2007 (Y Area) 5/18/2005 (Golden Triangle)		X	IV.C.2.E.

CERFA PARCEL#	DESCRIPTION	HISTORY		CONCUR DATE	CONDITIONS*		REMEDY SECTION REFERENCE
		NFA Issue(s)	Impacted Media		None	LUCs	
92Q-X	Former Tank Range	HTRW	None	5/2/2012	X		NA
93Q-X	Former Tank Range						
107Q-X	Former Grenade Range						
88Q	Range 30: Firing Line	HTRW	None	10/23/2007	X		NA
188(7)	Old Toxic Training Area	HTRW	None	9/29/2003	X		NA
68Q	Iron Mountain	HTRW	None	3/1/2000	X		NA
155(4)	Ground Scar w/pit, N. of Landfill #3	HTRW	None	7/16/2004	X		NA
132(7)	Former Gas Station, Bldg 1594, Motor Pool Area 1500. Bldg removed.	HTRW	None	6/8/2005	X		NA
93(7)	Former Decontamination Complex - Bldg. 1271, Chemical Laundry, Area 1200 Motor Pool	HTRW	None	4/5/2005	X		NA
140(4)	Former Gas Station @ Area 1200 Motor Pool, Bldg 1294	HTRW	None	4/5/2005	X		NA
133(7)	Former Gas Station @ Area 14, Bldg 1494, at Old Chemical Laundry. Bldg removed.	HTRW	None	6/8/2005	X		NA
134(7)	Former Gas Station @ Area 15, Bldg 1594A. Bldg removed.	HTRW	None	6/8/2005	X		NA
105(3)	Former Smoke Area R	HTRW	None	2/27/2001	X		NA
106(3)	Former Smoke Area S	HTRW	None	4/4/2001	X		NA
2(4)	UST @ GSA Motor Pool, Bldg 238	HTRW	None	9/22/2003		X	IV.C.2.F.
3(4)	UST @ Telephone Exchange, Bldg 251	HTRW	None	9/22/2003		X	IV.C.2.F.
4(4)	POL point, Bldg 265	HTRW	None	9/22/2003		X	IV.C.2.F.
67(4)	Former Battery Maintenance Area, Bldg 234	HTRW	None	9/22/2003		X	IV.C.2.F.

CERFA PARCEL#	DESCRIPTION	HISTORY		CONCUR DATE	CONDITIONS*		REMEDY SECTION REFERENCE
		NFA Issue(s)	Impacted Media		None	LUCs	
69(4)	Washrack, Bldg 253	HTRW	None	9/22/2003		X	IV.C.2.F.
91(4)	Former Dry Cleaning Area, Bldg T-233	HTRW	None	9/22/2003		X	IV.C.2.F.
111(4)	Former Multi Craft Shop, Bldg 245	HTRW	None	9/22/2003		X	IV.C.2.F.
128(4)	Former Washrack @ Nielsen St.	HTRW	None	9/22/2003		X	IV.C.2.F.
129(4)	Washrack, near Bldg T-222	HTRW	None	9/22/2003		X	IV.C.2.F.
151(4)	GSA Warehouse Area	HTRW	None	9/22/2003		X	IV.C.2.F.
238(4)	UST @ Former Gas Station, near Bldg 234	HTRW	None	9/22/2003		X	IV.C.2.F.
231(7)	Probable Fill Area at Range 30	HTRW	None	2/23/2006	X		NA
122(3)	Former Fog Oil Storage Area W. of Skeet Range	HTRW	None	4/13/2001	X		NA
177(3)	AST @ Range 16	HTRW	None	11/6/2000	X		NA
104Q	Former Rifle/Machine Gun Range	HTRW	None	7/21/2005	X		NA
133Q-X	Impact area, North Central Main Post	HTRW	None	5/2/2012	X		NA
17(4)	UST @ Bldg 1696 Motor Pool	HTRW	None	4/13/2001	X		NA
18(3)	UST @ Bldg 1697 Motor Pool	HTRW	None	4/13/2001	X		NA
19(3)	UST @ Bldg 1694 Motor Pool	HTRW	None	4/13/2001	X		NA
43(3)	UST @ Bldg 796 (Bldg demolished)	HTRW	None	2/20/2001	X		NA
500(3)	Trenches W. of Iron Mountain Road	HTRW	None	11/13/2001	X		NA
71(3)	Washrack, Bldg 1643, Motor Pool Area 1600	HTRW	None	4/13/2001	X		NA
163(3)	Motor Pool Area 1600	HTRW	None	4/13/2001	X		NA
503(3)	Motor Pool Area 1600	HTRW	None	4/13/2001	X		NA

CERFA PARCEL#	DESCRIPTION	HISTORY		CONCUR DATE	CONDITIONS*		REMEDY SECTION REFERENCE
		NFA Issue(s)	Impacted Media		None	LUCs	
504(3)	Motor Pool Area 1600	HTRW	None	4/13/2001	X		NA
124(3)	Former Smoke Range Battle Visualization Zone (BVZ)	HTRW	None	4/13/2001	X		NA
95(3)	Old Hospital	HTRW	None	11/6/2000	X		NA
157(3)	Ground Scar South of Autoshop	HTRW	None	2/4/2002	X		NA
234(1)	Trenches at Range 19	HTRW	None	10/11/2002	X		NA
218Q-X	UXO point	HTRW	None	7/17/2000	X		NA
22Q	Transformer at Bldg. 141C	HTRW	None	7/17/2000	X		NA
23Q	Transformer at Bldg. 162	HTRW	None	7/17/2000	X		NA
63Q	Radiological Facility, Bldg. T- 812 1/2	HTRW	None	7/17/2000	X		NA
98(1)	Current Hazardous Storage Facility, Bldg 348	HTRW	None	7/17/2000	X		NA
193(3)	Reported CWM Spill/Burial Site, CWM Spill South 23rd Street	HTRW	None	7/17/2000	X		NA
66Q	Radiological Facilities, Bldgs. 3180, 3182, 3192, and alpha/bromine fields	HTRW	None	7/17/2000	X		NA
501(3)	Bldgs South of Reilly Airfield	HTRW	None	12/1/2000	X		NA
7(3)	UST @ Consolidated Maint, Bldg 350	HTRW	None	10/12/2000	X		NA
77(3)	Former Fire Trng Pit, Bldg 350	HTRW	None	10/12/2000	X		NA
170(3)	Consolidated Main Facility, Bldg 351 Washrack	HTRW	None	10/12/2000	X		NA
76(1)	Consolidated Maintenance Facility, Bldg 350/351	HTRW	None	12/1/2000	X		NA
83(3)	Bldg. S-2252 Golf Course Pesticide/Mix Storage Facility	HTRW	None	8/15/2001	X		NA

CERFA PARCEL#	DESCRIPTION	HISTORY		CONCUR DATE	CONDITIONS*		REMEDY SECTION REFERENCE
		NFA Issue(s)	Impacted Media		None	LUCs	
139(3)	Former Gas Station @ Motor Pool Area 1000, Bldg 1094 (Truman Gym)	HTRW	None	4/15/2001	X		NA
141(3)	Former Pesticide Storage & Mixing, Bldg T-2249	HTRW	None	8/15/2001	X		NA
150(3)	Motor Pool Area 1000, Bldg. 1012 (Truman Gym)	HTRW	None	4/15/2001	X		NA
147(3)	Vehicle Maintenance Shop, Motor Pool Area 3100 (S. of 23rd Street)	HTRW	None	3/16/2001	X		NA
1(3)	UST @ Bldg. 215	HTRW	None	2/20/2001	X		NA
9(3)	UST @ Recreation Bldg, Bldg 503	HTRW	None	2/20/2001	X		NA
11(4)	UST @ Bldg 888 Motor Pool	HTRW	None	4/13/2001	X		NA
12(4)	UST @ Bldg 894 Motor Pool	HTRW	None	4/13/2001	X		NA
15(3)	USTs @ Former WAC Museum	HTRW	None	2/20/2001	X		NA
29(3)	Bldg 3294/3299, 11th Chemical Motor Pool Area	HTRW	None	10/31/2001	X		NA
30(4)	UST @ Bldg 3298, 11th Chemical Motor Pool Area	HTRW	None	10/31/2001	X		NA
31(4)	UST @ ASP at Bldg 4407	HTRW	None	2/20/2001	X		NA
33(3)	UST @ Bldg S-55 (Buckner Circle)	HTRW	None	2/20/2001	X		NA
36(3)	UST @ Bldg 141, Admin Bldg.	HTRW	None	2/20/2001	X		NA
37(3)	UST @ Bldg 143, Admin Bldg.	HTRW	None	11/6/2000	X		NA
39(3)	UST @ Bldg 273, Clothing Bldg.	HTRW	None	2/20/2001	X		NA
48(3)	UST @ Bldg 1928, Bowling Alley	HTRW	None	2/22/2001	X		NA
49(3)	UST @ Bldg 1929, Dental Clinic	HTRW	None	2/20/2001	X		NA

CERFA PARCEL#	DESCRIPTION	HISTORY		CONCUR DATE	CONDITIONS*		REMEDY SECTION REFERENCE
		NFA Issue(s)	Impacted Media		None	LUCs	
50(3)	UST @ Bldg. 1965, PX	HTRW	None	2/20/2001	X		NA
51(3)	UST @ Bldg. 1966, Post Office	HTRW	None	2/20/2001	X		NA
52(3)	UST @ Bldg 1997, Motor Pool	HTRW	None	2/22/2001	X		NA
56(3)	UST @ Bldg 3212, Community Club	HTRW	None	2/20/2001	X		NA
57(3)	UST @ Bldg 3213, Recreation Center	HTRW	None	2/20/2001	X		NA
58(3)	UST @ Bldg 3293, Chapel	HTRW	None	2/20/2001	X		NA
60(3)	AST @ Bldg 296, Bulk Storage Area	HTRW	None	3/15/2001	X		NA
63(3)	UST @ Bldg 162	HTRW	None	2/20/2001	X		NA
64(3)	DEH Compound	HTRW	None	2/20/2001	X		NA
68(3)	Washrack, Bldg 866	HTRW	None	4/13/2001	X		NA
74(3)	Washrack, Bldg 3262/3263 @ 11th Chemical Motor Pool Area	HTRW	None	10/31/2001	X		NA
85(3)	DRMO Area	HTRW	None	2/23/2001	X		NA
125(3)	Old Incinerator, Bldg 5710	HTRW	None	2/22/2001	X		NA
130(3)	Former Quartermasters Gas Storage Area, near ASP	HTRW	None	2/22/2001	X		NA
131(3)	Former Fuel Yard	HTRW	None	3/16/2001	X		NA
136(3)	Former Gas Station @ Area 600, Bldg 694. Bldg removed.	HTRW	None	3/12/2001	X		NA
137(3)	Former Gas Station @ Area 2000 motor pool, Bldg 2094. Bldg removed.	HTRW	None	3/12/2001	X		NA
138(3)	Former Printing Plant, Bldg 143 (basement)	HTRW	None	11/6/2000	X		NA
144(3)	Former Motor Pool Area 2000	HTRW	None	3/12/2001	X		NA

CERFA PARCEL#	DESCRIPTION	HISTORY		CONCUR DATE	CONDITIONS*		REMEDY SECTION REFERENCE
		NFA Issue(s)	Impacted Media		None	LUCs	
145(3)	Motor Pool Areas 1800/1900	HTRW	None	2/22/2001	X		NA
149(3)	Motor Pool Area 600	HTRW	None	3/12/2001	X		NA
162(3)	Printing Plant, Bldg. 3183	HTRW	None	2/5/2001	X		NA
164(3)	Motor Pool Area 800	HTRW	None	4/13/2001	X		NA
167(3)	USTs at Former WAC Museum, Bldg 1077	HTRW	None	2/20/2001	X		NA
171(3)	Former Printing Plant, Bldg 144 (1st Floor)	HTRW	None	11/6/2000	X		NA
173(3)	Former Printing Plant, Bldg 2051	HTRW	None	1/17/2001	X		NA
196(3)	Gas Mask Test Chamber, Bldg. 439	HTRW	None	3/1/2001	X		NA
200(3)	Ground Scar w/Trenches @ Driving Course	HTRW	None	4/13/2001	X		NA
228(3)	Trenches west of Remount Creek	HTRW	None	4/25/2001	X		NA
236Q	Drain field - Bldg T459	HTRW	None	4/2/2001	X		NA
506(3)	UST @ Bldg. 3691	HTRW	None	2/20/2001	X		NA
519(4)	Bldg 141- Pistol Range in attic	HTRW	None	12/19/2001	X		NA
520(4)	Bldg. 143. Former Pistol Range in attic of building	HTRW	None	12/19/2001	X		NA
198(3)	Former CS Training Area	HTRW	None	3/1/2001	X		NA
178(3)	Golf Course	HTRW	None	8/15/2001	X		NA
5(3)	UST @ Former Ordnance Motor Repair Area (OMRA), Bldg 326	HTRW	None	11/28/2001	X		NA
6(4)	UST @ Recycling Center, Bldg 338	HTRW	None	11/28/2001	X		NA
20(4)	UST @ Autocraft Shop, Bldg. 1800	HTRW	None	10/9/2001	X		NA

CERFA PARCEL#	DESCRIPTION	HISTORY		CONCUR DATE	CONDITIONS*		REMEDY SECTION REFERENCE
		NFA Issue(s)	Impacted Media		None	LUCs	
26(3)	UST @ Boiler Plant #1, Bldg 3176	HTRW	None	7/30/2001	X		NA
32(4)	UST @ Former Tar Plant/Temp Transformer Storage Facility, Bldg 4437	HTRW	None	11/28/2001	X		NA
42(4)	UST @ Bldg 338, Recycling Center	HTRW	None	11/28/2001	X		NA
47(3)	UST @ Bldg 1800, Autocraft Shop	HTRW	None	10/9/2001	X		NA
60Q	Current PCB Storage Facility, Bldg. 4460	HTRW	None	10/1/2002	X		NA
86(3)	Contractor Laydown Area	HTRW	None	11/28/2001	X		NA
89(3)	Boiler Plant #1, Bldg 3176	HTRW	None	7/30/2001	X		NA
96(3)	Former Incinerators, Bldgs. 4428/4430	HTRW	None	7/30/2001	X		NA
99(3)	Former Tar Plant/Temporary Transformer Storage Facility, Bldg S-4437	HTRW	None	11/28/2001	X		NA
100(3)	Autocraft Shop, Bldg 1800	HTRW	None	10/9/2001	X		NA
101(3)	UST @ Boiler Plant #4, Bldg 1876	HTRW	None	9/10/2001	X		NA
143(3)	Motor Pool Area 1300 2nd Avenue	HTRW	None	4/4/2001	X		NA
148(3)	Former Motor Pool Area 1300, 4th Ave	HTRW	None	3/12/2001	X		NA
152(3)	Former DPDO - Salvage Yard	HTRW	None	10/9/2001	X		NA
153(3)	Ground Scar South of Bldg. 3134	HTRW	None	10/9/2001	X		NA
154(3)	Ground Scar/Trenches off Littlebrandt Road	HTRW	None	2/4/2002	X		NA
156(3)	Ground Scar near ASP	HTRW	None	10/26/2001	X		NA

CERFA PARCEL#	DESCRIPTION	HISTORY		CONCUR DATE	CONDITIONS*		REMEDY SECTION REFERENCE
		NFA Issue(s)	Impacted Media		None	LUCs	
158(3)	Ground Scar @South End of Confidence Course	HTRW	None	10/2/2001	X		NA
166(3)	Training Aids Building - Bldg 267	HTRW	None	11/13/2001	X		NA
236(3)	Boiler Plant No. 4, Bldg. 1876	HTRW	None	9/10/2001	X		NA
241(3)	Former Area 2100 Motor Pool	HTRW	None	10/9/2001	X		NA
226(3)	Boiler Plant No. 2, Bldg 2278	HTRW	None	10/17/2001	X		NA
75(3)	Former OMRA/Adjacent Warehouses	HTRW	None	11/28/2001	X		NA
67Q	Radiological Facility, Bldg. 4416	HTRW	None	9/22/2003	X		NA
97(3)	Former Sandel Flame Thrower Range	HTRW	None	10/2/2001	X		NA
179(3)	Former Personnel Decontamination Station, Bldg. 3185	HTRW	None	3/13/2001	X		NA
189(3)	Reported CWM Spill/Burial Site N. of Bldg 267	HTRW	None	9/22/2003	X		NA
190(3)	Reported CWM Spill/Burial Site E. of Bldg 1928	HTRW	None	9/22/2003	X		NA
191(3)	Reported CWM Spill/Burial Site S. of Bldg 141	HTRW	None	9/22/2003	X		NA
192(3)	Reported CWM Spill/Burial Site W. of Bldg 3181	HTRW	None	9/22/2003	X		NA
199(3)	Bldg 4416 @ ASP	HTRW	None	2/22/2001	X		NA
505(3)	UST @ Bldg. 3179	HTRW	None	2/20/2001	X		NA
509(3)	Agent ID Area	HTRW	None	9/22/2003	X		NA
515(3)	Field Personnel Decontamination Area	HTRW	None	9/22/2003	X		NA
517(7)	CBR Proficiency Area	HTRW	None	2/2/2003	X		NA

CERFA PARCEL#	DESCRIPTION	HISTORY		CONCUR DATE	CONDITIONS*		REMEDY SECTION REFERENCE
		NFA Issue(s)	Impacted Media		None	LUCs	
44(4)	UST @ Bldg 1201 (Bldg demolished)	HTRW	None	2/20/2001	X		NA
247Q-X	Probable Range, SW Main Post	HTRW	None	9/22/2003	X		NA
197(3)	Ammunition Supply Point	HTRW	None	2/22/2001	X		NA
24(7)	Motor Pool Area 3100: UST @ Bldg 3138 (near Poly Inst)	HTRW	Groundwater	12/20/2010		X	IV.C.2.G.
25(7)	Motor Pool Area 3100: UST @ Bldg 3138 (near Poly Inst)						
73(7)	Motor Pool Area 3100: Washrack, Bldg 3142 (near Poly Inst)						
146(7)	Motor Pool Area 3100: (near Poly Inst)						
212(7)	Motor Pool Area 3100: UST @ Bldg 3138, (near Poly Inst)						
132Q-X	Impact Area, North Central Main Post	HTRW	Soil	7/31/2013	X		NA
89Q-X	Range 31: Weapons Demonstration Range	HTRW	Soil	7/31/2013	X		NA
100Q	Former Rifle/Machine Gun Range (Firing Line Areas)	HTRW	Soil	5/17/2005	X		NA
101Q	Former Rifle/Machine Gun Range (Firing Line Areas)	HTRW	Soil	5/17/2005	X		NA
OA-03	Former Pistol Range	HTRW	Soil	1/26/2017		X	IV.C.2.L.
215Q	Range 31: Former Defendum Field Firing Range No. 2	HTRW	Soil	7/31/2013	X		NA

NA: Not Applicable
HTRW: Hazardous, Toxic Radioactive Waste
UST: Underground Storage Tank

CERFA: Community Environmental Response Facilitation Act
CWM: Chemical Warfare Materiel
GT/Y: Golden Triangle/Y Area

*Conditions column indicates what conditions, if any, were placed by ADEM on the approval of the NFA determination for the site. "None" indicates the site is approved for unrestricted reuse based on the NFA Issues listed for a parcel (e.g. no further action with respect to HTRW, although other issues may remain). "LUCs" indicates that remediation has concluded at the site, but must have the approved LUCs in place in perpetuity to protect human health and the environment. For details regarding requirements for these or other conditions, see Part IV for overall requirements and specifics in approved corrective measures plan as referenced in Tables IV.1. and IV.2. See also Table VI.1.a. for an appropriate reference to the corresponding LUC/Environmental Covenant.

PART IV

CORRECTIVE MEASURES IMPLEMENTATION

IV.A. APPLICABILITY

The conditions of this Part apply to Parcels, Sites, SWMUs and AOCs identified in Tables IV.1., IV.2. and IV.3. Sites that require corrective measures are listed in Table IV.1. Final approved remedies are listed in Table IV.2. Sites where corrective actions are completed are listed in Table IV.3.

It is noted that this Agreement addresses requirements for SWMUs and/or AOCs that include areas previously identified as Sites/Parcels, etc. via the CERCLA/BRAC process. Although certain items have historically been developed and/or completed using different titles or names, it is not the intent of the Parties to restart the investigation and remediation process from the beginning, but rather to continue the on-going process under this Agreement.

IV.B. GENERAL CONDITIONS

1. The MDA is required to perform corrective measures for the Parcels, Sites, SWMUs and AOCs identified in Agreement Condition IV.A. The approved remedy for these defined units, waterway areas, or land parcels includes any and all actions set forth in this Agreement and in the approved IM Plans, CMSs, and CMI Plans approved by the Department, as noted in Table IV.2.

2. Remedial Cleanup Levels

Upon approval, pursuant to Agreement Condition III.E., of a CMI Plan designating applicable cleanup level(s), the cleanup level(s) for the areas specific to the CMI Plan will be deemed to be a condition of this Agreement.

3. Groundwater Monitoring and Remediation

Where required pursuant to Conditions IV.B.1. and IV.C. of this Agreement, the MDA shall comply with the general groundwater monitoring requirements of Part V of this Agreement.

4. Land Use Controls (LUCs)

Where required pursuant to Conditions IV.B.1. and IV.C. of this Agreement, the MDA shall establish appropriate land use controls to achieve protection of human health and the environment. To the extent practicable, said land use controls will be coordinated with controls that may be required by the Department of Defense Explosives Safety Board (DDESB). The MDA shall comply with Conditions IV.B.5. and IV.B.6. of this Agreement when implementing corrective measures requiring land use controls. Where the owner of such property will not allow an environmental covenant to be imposed, the MDA shall notify the Department within 14 calendar days of

receipt of written notification by the property owner. In such cases, the Department may allow the MDA to propose an alternate area-specific land use control, subject to the Department's review and approval.

5. Survey Plat

For corrective measures where residual concentrations of contaminants will remain in-place at levels greater than those appropriate for unrestricted land use, or for corrective measures that rely on land use controls, the MDA must:

- a. Within 90 calendar days following the approval by the Department of an interim or final CMI Plan, the effective date of an Agreement modification addressing remedy selection, or at such other time as agreed in writing by the Department, submit to the local zoning authority, or the authority with jurisdiction over local land use, and to the Department, a survey plat indicating the location and dimensions of the Parcels, Sites, SWMUs and/or AOCs and capped or partially remediated areas with respect to permanently surveyed benchmarks, the locations of sampling points, and the concentrations of hazardous constituents detected. This plat must be prepared and certified by a professional land surveyor registered in the State of Alabama. The plat must be filed with the local zoning authority, or the authority with jurisdiction over local land use and must contain a note, prominently displayed, which states the MDA's obligation to limit the property to the specified non-residential uses.

For existing interim land use controls which have previously been imposed on or before the effective date of this Agreement, site specific Geographic Information System (GIS) or similar maps shall be deemed to fulfill the survey plat requirement contained herein, provided that they are filed with the local zoning authority, or the authority with jurisdiction over local land use and contain a note, prominently displayed, which states the MDA's obligation to limit the property to the specified non-residential uses. At the time that such existing interim land use controls are modified or are determined to be appropriate for final land use controls, the MDA shall update the records filed with the local zoning authority, or the authority with jurisdiction over local land use to include the survey plat prepared and certified by a professional land surveyor as described above.

- b. The survey plat must be maintained as described in Condition IV.B.5.a. of this Agreement and in the CMS Report until the MDA has demonstrated, to the satisfaction of the Department that the levels of hazardous constituents in all contaminated media are within limits appropriate for unrestricted residential land uses.

6. Environmental Covenant

No later than the submission of the survey plat required in Agreement Condition IV.B.5.b., the MDA must:

- a. Record in the probate judge's office of Calhoun County an environmental covenant in accordance with ADEM Admin. Code R. 335-5 that will in perpetuity notify any potential purchaser of the property that:
 - i. The land is contaminated with hazardous constituents in concentrations that exceed residential standards;
 - ii. The use of the property is restricted by this Agreement for certain recreational, residential, municipal, or industrial purposes and may lead to an increased risk of exposure to hazardous constituents depending upon the activities initiated at the site. Such activities may yield an increased level of human health risk to the owner;
 - iii. The potential purchaser or entity that desires to work in the contaminated area should notify the MDA before mobilizing to the area covered by the land use control (the MDA must provide contact name and number in the Deed Notice).
- b. Submit to the Department a certification, signed by the MDA in accordance with Agreement Condition II.C.11., that the environmental covenant specified in this part has been performed. This certification must include a copy of the document in which the notation has been placed.
- c. Maintain the environmental covenant described in Agreement Condition IV.B.6. until the MDA has demonstrated, to the satisfaction of the Department, that the levels of hazardous constituents in all contaminated media are within limits appropriate for unrestricted, residential land uses.
- d. Submit fees in accordance with ADEM Admin. Code R. 335-5-1-.06 to provide the Department with the funds required to implement the provisions of the Alabama Uniform Environmental Covenants Act.

7. Security

Security measures, where required by Conditions IV.B.1. and IV.C., of this Agreement will be conducted in accordance with ADEM Admin. Code R. 335-14-5-.02(5)(b)2.(ii) and as prescribed in the approved CMI Plan.

8. Inspection

Where corrective measures addressed in Agreement Conditions IV.B.1. include provisions to cap in place or partially remediate properties or land areas, whether owned or not owned by the MDA, the MDA shall specify inspection protocols on a scheduled basis to ensure continued integrity of the remedy and to ensure that land use remains appropriately restricted per the environmental covenant established pursuant to Agreement Condition IV.B.6. Inspection provisions shall be as prescribed in the approved CMI Plan.

9. Reporting

For all corrective measures addressed in Agreement Conditions IV.B.1., and IV.C. which consist of, include, and/or require the imposition and/or maintenance of land use controls, whether on property owned or not owned by the MDA, the MDA shall submit Land Use Control Effectiveness Reports (LUCER) on an annual basis, beginning within 365 days of the effective date of this Agreement. The LUCER shall include, at a minimum the following:

- a. For Engineering Controls
 - i. A detailed narrative presenting an evaluation of the integrity, status, and effectiveness of each individual land use control;
 - ii. Tabulated summaries of inspection and maintenance activities performed for each individual land use control during the reporting period;
 - iii. Any significant revisions, adjustments, or proposed modifications to the individual land use controls.
- b. For Institutional Controls and/or Water Use Restrictions
 - i. A detailed narrative presenting an evaluation of the integrity, status, and effectiveness of each individual land use control;
 - ii. Tabulated summaries of inspection and maintenance activities performed for each individual land use control during the reporting period;
 - iii. Any significant revisions, adjustments, or proposed modifications to the individual land use controls.

IV.C. AREA SPECIFIC CONDITIONS

1. Interim LUCs

The Department has determined that interim land use controls covering portions of the FOSET Parcels as identified in Table VI.1. are required to be implemented as of the original effective date of the Agreement, in order to ensure on-going protection of human health and the environment while corrective measures are being considered and undertaken hereunder. These interim land use controls, in the form of Deed Notices which are attached to the Deed to the FOSET Parcels from the Army to the MDA, are incorporated herein by reference. The MDA shall maintain and enforce the provisions of these Deed Notices until corrective measures required hereunder at the sites covered by these interim land use controls have been completed, and final remedies implemented. Upon the implementation of final remedies for the respective FOSET Parcels, these Deed Notices may be terminated, modified, or incorporated into the applicable final remedies, as the case may be, pursuant to the requirements of the relevant CMI Plan.

A. Training Area T-31, Parcels 184(7) and 185(7)

1. Public access is not allowed and use of the property for any purpose is not allowed pending completion of the remedy.

B. Iron Mountain Road Ranges: Skeet Range, Parcel 69Q, Range 12, Parcel 70Q, Range 13, Parcel 71Q, Range 19, Parcel 75Q, Former Rifle Grenade Range (Impact Area) N. of Washington Ranges, Parcel 221Q-X and Former Rifle Grenade Range (at Skeet Range), Parcel 222Q-X

1. Public access is not allowed and use of the property for any purpose is not allowed pending completion of the remedy.

C. Training Area T-24A Parcels 112Q, 213Q and 214Q

1. Public access is not allowed and use of the property for any purpose is not allowed pending completion of the remedy.

2. Final Remedies

All properties transferred from the Army under Quitclaim deeds listed in Table VI.1.b. to the MDA will include a deed notice in all current and future property transfer documents that informs future property owners of the historical military use and provides notification procedures in the event a MEC item is discovered.

A. Landfill 4, Parcel 81(5)

1. Landfill Cap: Monitoring and maintenance of the cap will be conducted for 18 years, beginning in 2003. Annual inspections and repairs as needed will be completed and reported in accordance with Agreement Section II.C.10.
2. Digging and disturbance of soils is not allowed.
3. Consumptive use or direct contact with groundwater is not allowed pending completion of groundwater monitoring.
4. The installation of any well for extraction of groundwater for purposes of consumption or bathing is prohibited pending the completion of groundwater monitoring.
5. Inspections of the landfill cap will be conducted annually.
6. A deed notice prohibiting intrusive activities will be executed.

B. Industrial Landfill, Parcel 175(5)

The Industrial Landfill is fully contained within the boundary of Landfill 4 and was administratively closed and capped in 2002 as part of the Landfill 4 closure. In 2006, the Industrial Landfill was re-opened for operation by the MDA.

1. It operates under Solid Waste permit number 08-02 and National Pollutant Discharge Elimination System (NPDES) Permit AL0055999. In 2007, ADEM approved a minor permit modification allowing changes to the fill sequence and final fill elevations. The MDA will

continue to operate the Industrial Landfill in accordance with Solid Waste permit 08-02 until the approved fill elevations have been met. At that time, the MDA will close and cap the Industrial Landfill in accordance with applicable regulatory standards.

C. Former Washrack, Building 1740, Soldier's Chapel, Parcel 127(7)

Environmental Covenant Number FY-12-03.00 has been placed on the property with the following restrictions:

1. Consumptive use or direct contact with groundwater is not allowed due to low levels of volatile organic compounds in groundwater.
2. The installation of any well for extraction of groundwater for purposes of consumptive or other uses (unless said wells are intended to be utilized by the Holder or ADEM for groundwater monitoring) is prohibited.
3. Grantor reserves an access easement to the Property in any case in which a response action or corrective action is found to be necessary after the date of the establishment of this covenant upon such Property, or in any case such access is necessary to carry out a response action or corrective action on adjoining property.

D. Southern Alpha and South Side of Bains Gap Road UXO

Environmental Covenant Number FY-15-02.00 has been placed on the property with the following restrictions:

1. Prohibition on intrusive activities without EOD (explosive ordnance personnel) or UXO-qualified personnel being contacted to ensure their availability, advised about the project, and placed "on-call" to assist if suspected UXO are encountered during construction within the confines of the Cemetery Boundary or within the confines of an area three feet either side and including the area underneath Bains Gap Road of the Covenant Boundary.
2. Grantor reserves an access easement to the Property in any case in which a response action or corrective action is found to be necessary after the date of the establishment of this covenant upon such Property, or in any case such access is necessary to carry out a response action or corrective action on adjoining property.

E. Golden Triangle/Y Area

Environmental Covenant Number FY-17-03.00 has been placed on the property with the following restrictions:

1. Prohibition on intrusive activities without EOD (explosive ordnance personnel) or UXO-qualified personnel being contacted to ensure their availability, advised about the project, and placed "on-call" to assist if suspected UXO are encountered during construction within the confines of the Covenant Boundary.
2. Grantor reserves an access easement to the Property in any case in which a response action or corrective action is found to be necessary after the date of the establishment of this covenant upon such Property, or in any case such access is necessary to carry out a response action or corrective action on adjoining property.

- F. GSA Warehouse Area FOST: UST @ GSA Motor Pool, Building 238, Parcel 2(4), UST @ Telephone Exchange, Building 251, Parcel 3(4), POL Point, Building 265, Parcel 4(4), Former Battery Maintenance Area, Building 234, Parcel 67(4), Washrack, Building 253, Parcel 69(4), Former Dry Cleaning Area, Building T-233, Parcel 91(4), Former Multi Craft Shop, Building 245, Parcel 111(4), Former Washrack @ Nielsen St, Parcel 128(4), Washrack, near Building T-222 Parcel 129(4), GSA Warehouse Area, Parcel 151(4), UST at Former Gas Station near Building 234, Parcel 238(4).

Environmental Covenant Number FY-12-04.00 has been placed on the property with the following restrictions:

1. Consumptive or other use of groundwater and direct contact with groundwater is not allowed due to low levels of VOCs, semivolatile organic compounds (SVOCs) and three pesticides in groundwater exceeding conservative residential human-health site-specific screening levels.
2. The installation of any well for extraction of groundwater for purposes of consumptive or other uses (unless said wells are intended to be utilized by the Holder or ADEM for groundwater monitoring) is prohibited.
3. All eleven (11) parcels comprising the GSA Warehouse Area are hereby restricted to only commercial and industrial development.
4. Grantor reserves an access easement to the Property in any case in which a response action or corrective action is found to be necessary after the date of the establishment of this covenant upon such Property, or in any case such access is necessary to carry out a response action or corrective action on adjoining property.

- G. Motor Pool Area 3100, Parcels 24(7), 25(7), 73(7), 212(7) and 146(7)

Environmental Covenant Number FY-12-03.00 has been placed on the property with the following restrictions:

1. Use of groundwater for potable water, irrigation, industrial and agricultural applications is not allowed due to low levels of constituents of concern (COCs) in groundwater.
2. The installation of any well for extraction of groundwater for purposes of consumptive or other uses (unless said wells are intended to be utilized by the Holder or ADEM for groundwater monitoring) is prohibited.
3. Grantor reserves an access easement to the Property in any case in which a response action or corrective action is found to be necessary after the date of the establishment of this covenant upon such Property, or in any case such access is necessary to carry out a response action or corrective action on adjoining property.

- H. MRS-9 which includes portions of M3-3H Rocket/ Hand Grenade Area – D and M3-2M Hand Grenade Area – PR

Environmental Covenant Number FY-18-03.00 has been placed on the property with the following restrictions:

1. Prohibition on intrusive activities without EOD (explosive ordnance personnel) or UXO-qualified personnel being contacted to ensure their availability, advised about the project, and placed “on-call” to assist if suspected UXO are encountered during construction within the confines of the Covenant Boundary.
2. Grantor reserves an access easement to the Property in any case in which a response action or corrective action is found to be necessary after the date of the establishment of this covenant upon such Property, or in any case such access is necessary to carry out a response action or corrective action on adjoining property.

I. Former Post Garbage Dump, Parcel 126(7) and Fill Area East of Reilly Airfield, Parcel 227(7)

Environmental Covenant Number FY-11-01.00 has been placed on the property with the following restrictions:

1. Class 2 engineering controls of clay or soil caps shall be maintained.
2. Residential use of the property is prohibited. Residential uses include, but are not limited to, housing, daycare facilities, playgrounds and schools (excluding education and training programs for persons over 18 years of age), and assisted living facilities.
3. Use of the property is restricted to surface use only. Digging or excavation is prohibited.
4. Groundwater monitoring wells remain on and/or around the property and shall not be disturbed. Wells located on property that is transferred or leased from the Grantor to a third party will at all times remain accessible to the Grantor.
5. The installation of any well for extraction of groundwater for purposes of consumptive or other uses is prohibited.
6. Grantor reserves an access easement to the Property in any case in which a response action or corrective action is found to be necessary after the date of the establishment of this covenant upon such Property, or in any case such access is necessary to carry out a response action or corrective action on adjoining property.
7. Permanent monuments marking the boundary of GDFAER have been installed and signs prohibiting intrusive activities have been posted.

J. Fill Area Northwest of Reilly Airfield, Parcel 229(7)

Environmental Covenant Number FY-11-01.00 has been placed on the property with the following restrictions:

1. Class 2 engineering controls of clay or soil caps shall be maintained.
2. Residential use of the property is prohibited. Residential uses include, but are not limited to, housing, daycare facilities, playgrounds and schools (excluding education and training programs for persons over 18 years of age), and assisted living facilities.
3. Use of the property is restricted to surface use only. Digging or excavation is prohibited.

4. Groundwater monitoring wells remain on and/or around the property and shall not be disturbed. Wells located on property that is transferred or leased from the Grantor to a third party will at all times remain accessible to the Grantor.
5. The installation of any well for extraction of groundwater for purposes of consumptive or other uses is prohibited.
6. Grantor reserves an access easement to the Property in any case in which a response action or corrective action is found to be necessary after the date of the establishment of this covenant upon such Property, or in any case such access is necessary to carry out a response action or corrective action on adjoining property.
7. Permanent monuments marking the boundary of FANWR have been installed and signs prohibiting intrusive activities have been posted.

K. Training Area T-38, Former Tech Escort Reaction Area, Parcel 186(6)

Environmental Covenant Number FY-12-01.01 has been placed on the property with the following restrictions:

1. The use of groundwater beneath the Property for any purpose other than groundwater monitoring is prohibited.
2. Public access is not allowed and use of the property for any purpose is not allowed pending completion of the remedy.
3. Grantor reserves an access easement to the Property in any case in which a response action or corrective action is found to be necessary after the date of the establishment of this covenant upon such Property, or in any case such access is necessary to carry out a response action or corrective action on adjoining property.

L. Former Pistol Range, Parcel OA-03

Environmental Covenant Number FY-12-01.01 has been placed on the property with the following restrictions:

1. Residential use of the property is prohibited within the area identified on Exhibit A. Residential uses include, but are not limited to, housing, daycare facilities, playgrounds and schools (excluding education and trainings programs for persons over 18 years of age), and assisted living facilities.
2. Grantor reserves an access easement to the Property in any case in which a response action or corrective action is found to be necessary after the date of the establishment of this covenant upon such Property, or in any case such access is necessary to carry out a response action or corrective action on adjoining property.

M. Anti-Tank Range, Parcel 230Q-X, Former Rifle Range, Parcel 149Q

Environmental Covenant Number FY-12-01.01 has been placed on the property with the following restrictions:

1. Public access is not allowed and use of the property for any purpose is not allowed pending completion of the remedy.
2. The use of groundwater beneath the Property for any purpose other than groundwater monitoring is prohibited.;

3. Grantor reserves an access easement to the Property in any case in which a response action or corrective action is found to be necessary after the date of the establishment of this covenant upon such Property, or in any case such access is necessary to carry out a response action or corrective action on adjoining property.

N. MRS-13, Tracts A and B

Environmental Covenant Number FY-12-01.01 has been placed on the property with the following restrictions:

1. The use of groundwater beneath the Property for any purpose other than groundwater monitoring is prohibited.
2. Prohibition on intrusive activities without EOD (explosive ordnance disposal personnel) or UXO-qualified personnel being contacted to ensure their availability, advised about the project, and placed “on-call” to assist if suspected UXO are encountered.
3. Grantor reserves an access easement to the Property in any case in which a response action or corrective action is found to be necessary after the date of the establishment of this covenant upon such Property, or in any case such access is necessary to carry out a response action or corrective action on adjoining property.

O. Landfill 1, Parcel 78(6)

Environmental Covenant Number FY-12-02.00 has been placed on the property with the following restrictions:

1. The facility shall inspect and maintain the engineered landfill cap on Landfill 1, at the location shown in Exhibit A of Environmental Covenant FY12-02.00, as described and required in the *Final Corrective Measures Implementation Plan* and the *Final, Revision 2, Corrective Measures Implementation Report* for Landfill 1, Parcel 78(6); Landfill 2, Parcel 79(6); Former Post Garbage Dump, Parcel 126(7); Fill Area East of Reilly Airfield, Parcel 227(7); and Fill Area North of Landfill 2, Parcel 230(7) dated January 2008 and September 2012, respectively.
2. Residential use of the property is prohibited. Residential uses include, but are not limited to, housing, daycare facilities, playgrounds and schools (excluding education and training programs for persons over 18 years of age), and assisted living facilities.
3. Use of the property is restricted to surface use only. Digging or excavation is prohibited.
4. The installation of any well for extraction of groundwater for purposes of consumptive or other uses (unless said wells are intended to be utilized by the Holder or ADEM for groundwater monitoring) is prohibited.
5. Grantor reserves an access easement to the Property in any case in which a response action or corrective action is found to be necessary after the date of the establishment of this covenant upon such Property, or in any case such access is necessary to carry out a response action or corrective action on adjoining property.
6. Permanent monuments marking the boundary of Landfill 1 have been installed and signs prohibiting intrusive activities have been posted.

P. Landfill 2, Parcel 79(6)

Environmental Covenant Number FY-12-05.00 has been placed on the property with the following restrictions:

1. The facility shall inspect and maintain the engineered landfill cap on Landfill 2, at the location shown in Exhibit A of Environmental Covenant FY12-05.00, as described and required in the *Final Corrective Measures Implementation Plan* and the *Final, Revision 2, Corrective Measures Implementation Report* for Landfill 1, Parcel 78(6); Landfill 2, Parcel 79(6); Former Post Garbage Dump, Parcel 126(7); Fill Area East of Reilly Airfield, Parcel 227(7); and Fill Area North of Landfill 2, Parcel 230(7) dated January 2008 and September 2012, respectively.
2. Residential use of the property is prohibited. Residential uses include, but are not limited to, housing, daycare facilities, playgrounds and schools (excluding education and training programs for persons over 18 years of age), and assisted living facilities.
3. Use of the property is restricted to surface use only. Digging or excavation is prohibited.
4. The installation of any well for extraction of groundwater for purposes of consumptive or other uses (unless said wells are intended to be utilized by the Holder or ADEM for groundwater monitoring) is prohibited.
5. Grantor reserves an access easement to the Property in any case in which a response action or corrective action is found to be necessary after the date of the establishment of this covenant upon such Property, or in any case such access is necessary to carry out a response action or corrective action on adjoining property.
6. Permanent monuments marking the boundary of Landfill 2 have been installed and signs prohibiting intrusive activities have been posted.

Q. Training Area T-6 (Naylor Field), Parcel 183(6) and Cane Creek Training Area, Parcel 510(7)

Environmental Covenant Number FY-12-06.00 has been placed on the property with the following restrictions:

1. Consumptive use or direct contact with groundwater is not allowed due to low levels of volatile organic compounds in groundwater.
2. Public access is not allowed and use of the Property for any purpose is not allowed pending completion of the remedy.
3. The installation of any well for extraction of groundwater for purposes of consumptive or other uses (unless said wells are intended to be utilized by the Holder or ADEM for groundwater monitoring) is prohibited.
4. Groundwater monitoring wells remain on and/or around the Property and shall not be disturbed. Wells located on property that is transferred or leased from the Grantor to a third party will at all times remain accessible to the Grantor.
5. Grantor reserves an access easement to the Property in any case in which a response action or corrective action is found to be necessary after the date of the establishment of this covenant upon such Property,

or in any case such access is necessary to carry out a response action or corrective action on adjoining property.

R. Small Weapons Repair Shop, Parcel 66(7)

Environmental Covenant Number FY-12-07.00 has been placed on the property with the following restrictions:

1. Consumptive use or direct contact with groundwater is not allowed within the confines of the Covenant Boundary due to low levels of VOCs in groundwater.
2. The installation of any well for extraction of groundwater for purposes of consumptive or other uses (unless said wells are intended to be utilized by the Holder or ADEM for groundwater monitoring) is prohibited within the Covenant Boundary.
3. If groundwater monitoring wells or a remediation system remain on and/or around the Property (CERFA Parcel and/or Covenant Boundary) these areas shall not be disturbed. Wells and/or remediation systems located on Property that is transferred or leased from the Grantor to a third party will at all times remain accessible to the Grantor.
4. Grantor reserves an access easement to the Property in any case in which a response action or corrective action is found to be necessary after the date of the establishment of this covenant upon such Property, or in any case such access is necessary to carry out a response action or corrective action on adjoining property.

S. Former Chemical Laundry and Motor Pool Area 1500, Parcel 94(7)

Environmental Covenant Number FY-12-08.00 has been placed on the property with the following restrictions:

1. Consumptive use or direct contact with groundwater is not allowed within the confines of the Covenant Boundary due to low levels of volatile organic compounds in groundwater.
2. The installation of any well for extraction of groundwater for purposes of consumptive or other uses (unless said wells are intended to be utilized by the Holder or ADEM for groundwater monitoring) is prohibited within the Covenant Boundary.
3. If groundwater monitoring wells or a remediation system remain on and/or around the Property (CERFA Parcel and/or Covenant Boundary) these areas shall not be disturbed. Wells and/or remediation systems located on Property that is transferred or leased from the Grantor to a third party will at all times remain accessible to the Grantor.
4. Grantor reserves an access easement to the Property in any case in which a response action or corrective action is found to be necessary after the date of the establishment of this covenant upon such Property, or in any case such access is necessary to carry out a response action or corrective action on adjoining property.

T. Landfill 3, Parcel 80(6)

1. MDA has repaired the cap and is continuing with cap inspections and maintenance as required by the CMI Plan.

2. Class 2 engineering controls such as clay or soil caps shall be maintained.
3. Residential use of the property is not allowed. Residential uses include, but are not limited to, housing, daycare facilities, playgrounds and schools (excluding education and training programs for persons over 18 years of age), and assisted living facilities.
4. Consumptive use or direct contact with groundwater is not allowed.
5. Use of property is restricted to surface use only. Digging or disturbance of soils is not allowed.
6. The installation of any well for extraction of groundwater for purposes of consumption or bathing is prohibited.
7. Permanent monuments marking the boundary of Landfill 3 have been installed, and signs prohibiting intrusive activities have been posted.

U. Fill Area North of Landfill 2, Parcel 230(7)

Environmental Covenant Number FY-13-01.00 has been placed on the property with the following restrictions:

1. The facility shall inspect and maintain the engineered landfill cap on Fill Area North of Landfill 2, at the location shown in Exhibit A, as described and required in the *Final Corrective Measures Implementation Plan* for Landfill 1, Parcel 78(6); Landfill 2, Parcel 79(6); Former Post Garbage Dump, Parcel 126(7); Fill Area East of Reilly Airfield, Parcel 227(7); and Fill Area North of Landfill 2, Parcel 230(7) dated January 2008 and the *Final Corrective Measures Implementation Report* for Fill Area North of Landfill 2 dated November 2012.
2. Residential use of the property is prohibited. Residential uses include, but are not limited to, housing, daycare facilities, playgrounds and schools (excluding education and training programs for persons over 18 years of age), and assisted living facilities.
3. Use of property is restricted to surface use only. Digging or excavation is prohibited.
4. The installation of any well for extraction of groundwater for purposes of consumptive or other uses (unless said wells are intended to be utilized by the Co-Holders or ADEM for groundwater monitoring) is prohibited.
5. Co-Grantors reserve an access easement to the Property in any case in which a response action or corrective action is found to be necessary after the date of the establishment of this covenant upon such Property, or in any case such access is necessary to carry out a response action or corrective action on adjoining property.

V. MRS-5, Tracts D and E

Environmental Covenant Number FY-16-01.00 has been placed on the property with the following restrictions:

1. Prohibition on intrusive activities without EOD (explosive ordnance personnel) or UXO-qualified personnel being contacted to ensure their availability, advised about the project, and placed “on-call” to assist if suspected UXO are encountered during construction within the confines of the Covenant Boundary.

2. Grantor reserves an access easement to the Property in any case in which a response action or corrective action is found to be necessary after the date of the establishment of this covenant upon such Property, or in any case such access is necessary to carry out a response action or corrective action on adjoining property.

W. MRS-6, Tracts A and B

Environmental Covenant Number FY-16-02.00 has been placed on the property with the following restrictions:

1. Prohibition on intrusive activities without EOD (explosive ordnance personnel) or UXO-qualified personnel being contacted to ensure their availability, advised about the project, and placed “on-call” to assist if suspected UXO are encountered during construction within the confines of the Covenant Boundary.
2. Grantor reserves an access easement to the Property in any case in which a response action or corrective action is found to be necessary after the date of the establishment of this covenant upon such Property, or in any case such access is necessary to carry out a response action or corrective action on adjoining property.

X. MRS-11, Tract B exception area located within three feet of either side and underneath the Industrial Access Road

Environmental Covenant Number FY-17-02.00 has been placed on the property with the following restrictions:

1. Prohibition on intrusive activities within the Covenant Boundary area without EOD (explosive ordnance personnel) or UXO-qualified personnel being contacted to ensure their availability, advised about the project, and placed “on-call” to assist if suspected UXO are encountered during construction within the confines of the Covenant Boundary as described herein.
2. Grantor reserves an access easement to the Property in any case in which a response action or corrective action is found to be necessary after the date of the establishment of this covenant upon such Property, or in any case such access is necessary to carry out a response action or corrective action on adjoining property.

Y. MRS-1 containing Range 25: Known Distance Range, Parcel 83Q and Main Post Impact Area, Parcel 118Q-X

Environmental Covenant Number FY-15-01.00 has been placed on the property with the following restrictions:

1. Prohibition on intrusive activities without EOD (explosive ordnance personnel) or UXO-qualified personnel being contacted to ensure their availability, advised about the project, and placed “on-call” to assist if suspected UXO are encountered during construction activities within the confines of an area three feet either side and including the area underneath both the Industrial Access Road and Bains Gap Road of the Covenant Boundary.
2. Residential use of the property is prohibited within the area identified on the MRS-1 boundary map consisting of the entire Parcel 118Q-X

and portions of Parcel 83Q. Residential uses include, but are not limited to, housing, daycare facilities, playgrounds and schools (excluding education and training programs for persons over 18 years of age), and assisted living facilities.

3. Grantor reserves an access easement to the Property in any case in which a response action or corrective action is found to be necessary after the date of the establishment of this covenant upon such Property, or in any case such access is necessary to carry out a response action or corrective action on adjoining property.

Z. MRS-12, Areas 1, 2 and 3, which are portions of Tracts A, B, C and D

Environmental Covenant Number FY-16-03.00 has been placed on the property with the following restrictions:

1. Prohibition on intrusive activities without EOD (explosive ordnance personnel) or UXO-qualified personnel being contacted to ensure their availability, advised about the project, and placed “on-call” to assist if suspected UXO are encountered during construction within the confines of the Covenant Boundary.
2. Grantor reserves an access easement to the Property in any case in which a response action or corrective action is found to be necessary after the date of the establishment of this covenant upon such Property, or in any case such access is necessary to carry out a response action or corrective action on adjoining property.

AA. MRS-2, Tracts D, F, H and J, including Industrial Access Road, Cassell Way, Town Center Drive and Halifax Avenue

Environmental Covenant Number FY-17-01.00 has been placed on the property with the following restrictions:

1. Prohibition on intrusive activities without EOD (explosive ordnance personnel) or UXO-qualified personnel being contacted to ensure their availability, advised about the project, and placed “on-call” to assist if suspected UXO are encountered during construction within the confines of the Prohibition areas 2-Da, 2-Db, 2-Dc, 2-Dd, 2-De, 2-F, 2-Ha, 2-Hb and 2-J or within the Archaeology Site Boundary or within the confines of an area three feet either side and including the area underneath the Industrial Access Road, Cassell Way, Town Center Drive and Halifax Avenue with MRS-2.
2. The MDA reserves an access easement to the Property in any case in which a response action or corrective action is found to be necessary after the date of the establishment of this covenant upon such Property, or in any case such access is necessary to carry out a response action or corrective action on adjoining property.

BB. MRS-4, Tracts E, F and G

Environmental Covenant Number FY-17-04.00 has been placed on the property with the following restrictions:

1. Prohibition on intrusive activities without EOD (explosive ordnance personnel) or UXO-qualified personnel being contacted to ensure their availability, advised about the project, and placed “on-call” to assist if

suspected UXO are encountered during construction within the confines of the Covenant Boundary.

2. Grantor reserves an access easement to the Property in any case in which a response action or corrective action is found to be necessary after the date of the establishment of this covenant upon such Property, or in any case such access is necessary to carry out a response action or corrective action on adjoining property.

CC. MRS-3, Tracts A, B, C and D

Environmental Covenant Number FY-18-01.00 has been placed on the property with the following restrictions:

1. Prohibition on intrusive activities without EOD (explosive ordnance personnel) or UXO-qualified personnel being contacted to ensure their availability, advised about the project, and placed “on-call” to assist if suspected UXO are encountered during construction within the confines of the Covenant Boundary.
2. Grantor reserves an access easement to the Property in any case in which a response action or corrective action is found to be necessary after the date of the establishment of this covenant upon such Property, or in any case such access is necessary to carry out a response action or corrective action on adjoining property.

DD. MRS-8, Tracts D and E

Environmental Covenant Number FY-18-02.00 has been placed on the property with the following restrictions:

1. Prohibition on intrusive activities without EOD (explosive ordnance personnel) or UXO-qualified personnel being contacted to ensure their availability, advised about the project, and placed “on-call” to assist if suspected UXO are encountered during construction within the confines of the Covenant Boundary.
2. Grantor reserves an access easement to the Property in any case in which a response action or corrective action is found to be necessary after the date of the establishment of this covenant upon such Property, or in any case such access is necessary to carry out a response action or corrective action on adjoining property.

IV.D. CORRECTIVE MEASURES IMPLEMENTATION (CMI) REPORTS

1. CMI Progress Reports

If the time required to complete implementation of a specific set of corrective measures, as described in a given CMI Plan, is greater than 180 calendar days, the MDA shall provide ADEM with progress reports according to the schedule approved by ADEM in the CMI Plan. The progress reports shall, at a minimum, contain all of the following information:

- a. A description of the portion of CMI completed;

- b. Summaries of and deviations from the approved CMI during the reporting period;
- c. Summaries of current and potential problems, including recommended solutions and alternatives as well as corrective actions undertaken;
- d. Any monitoring data (soil, air, dust, water) collected for any reason during the construction period for the purposes of monitoring potential for human and ecological exposure; and,
- e. Projected work for the next period and impacts to the approved schedule.

2. Final CMI Reports

Upon completion of construction of corrective measures systems, implementation of land use controls, interim removal actions, or other short-term activities required by this Agreement and/or the approved CMI Plan, the MDA shall submit to the Department a Final CMI Report containing, at a minimum, the following:

- a. A description of activities completed;
- b. For cap and cover remedies, as-built construction drawings presenting the final in-place three-dimensional location of contaminated material. A plan view of the remediated areas shall be presented in addition to a cross section of the in-place capped areas;
- c. Hazardous waste manifests indicating the handling of any excavated material that has been shipped off-site to a Department approved, certified landfill;
- d. For remedies involving land use controls, a copy of the survey plat and environmental covenant required by Condition IV.B. of this Agreement;
- e. Monitoring data (soil, air, dust, water) collected for any reason during the construction period for the purposes of monitoring potential for human and ecological exposure; and,
- f. Certification, prepared in accordance with ADEM Admin. Code Rule 335-14-8-02 (2)(d) by the MDA and an independent professional engineer registered in the State of Alabama, that the corrective measures implementation phase (*i.e.*, construction) required by this Agreement is complete and that the approved system and/or facilities are ready for operation in accordance with the intended design (*i.e.*, CMI Plan).

3. Corrective Measures (CM) Effectiveness Reports

- a. For corrective measures that have been fully implemented and where the corrective measures system must operate for a period of time to

achieve cleanup goals/levels, the MDA shall submit CM Effectiveness Reports on a semi-annual basis, unless otherwise approved by the Department, beginning 180 calendar days following the Department's approval of the Final CMI Report. The CM Effectiveness Reports shall include, at a minimum, the following:

- i. A detailed narrative presenting an evaluation of the effectiveness of the selected remedy;
- ii. Summaries of compliance with and progress toward achieving cleanup goals;
- iii. Any significant revisions, adjustments, or proposed modifications to the selected remedy;
- iv. Tabulated environmental sampling and monitoring data, specifically including but not limited to, groundwater quality and elevation data, and a graphical representation of all constituents detected during each sampling event from recovery wells, monitoring wells, drinking water wells, and other locations;
- v. Chain of custody, field reports, and laboratory data sheets to include the date of collection, the date the sample was extracted, and the date of sample analysis for samples collected during the reporting period;
- vi. Any monitoring data (soil, air, dust, water) collected for any reason during the post-construction period for the purposes of monitoring potential for human and ecological exposure;
- vii. Isoconcentration maps depicting the distribution of parameters for each sampling event;
- viii. Time versus concentration plots for each monitoring parameter for each recovery well and a representative number of effectiveness wells;
- ix. Tabulated volumetric data on groundwater pumped and pumping rates (monthly and cumulative) for each recovery well, if applicable;
- x. Records of any groundwater recovery system operation time, including shut-down periods, not including any minor (less than 24 hours) shut-downs for repairs, maintenance, etc.;
- xi. Potentiometric surface maps;
- xii. Description of land use during the reporting period at the designated area requiring corrective measures; and,

- xiii. Findings of the MDA's investigation into the continued effectiveness of institutional controls per Condition IV.C. of this Agreement.
 - b. If, at any time, the MDA determines that any remedy selection specified in Condition IV.B. or IV.C. of this Agreement no longer satisfies the applicable requirements of ADEM Admin. Code R. 335-14-5-.06(12) or this Agreement for releases of hazardous waste or hazardous constituents originating from the Parcels, Sites, SWMUs and/or AOCs, the MDA must, within 90 calendar days, submit a request for an Agreement modification to make any appropriate changes to the CMI Plan.
 - c. The request for changes in the CMI Plan, including changes in inspection and monitoring provisions of the CMI Plan, shall be submitted as an application for an Agreement modification pursuant to the requirements of ADEM Admin. Code R. 335-14-8-.04.
 - d. The MDA may request in writing, for the purpose of demonstrating to the Army that the CERCLA Covenant Requirements as described in Section C.3.21 of the ESCA have been fulfilled for a Parcel(s), Site(s), SWMU(s), and/or AOC(s), an evaluation by the Department as to whether a remedy(ies) is complete and/or implemented, operating and maintained in an appropriate, effective and sufficient manner. Any such evaluation made by the Department pursuant to this Agreement Condition shall not shorten, diminish, or otherwise limit any requirement or liability of the MDA or any other party which may otherwise be applicable pursuant to this Agreement.
4. Final Report of Corrective Measures

Within 90 calendar days following attainment of cleanup levels/goals as outlined in this Agreement and the approved CMI Plan, the MDA shall submit to the Department a Final Report of Corrective Measures (FRCM). The FRCM shall contain a certification by the MDA and an independent professional engineer registered in the State of Alabama that all remedial measures required by this Agreement and the approved CMI Plan have been completed. The FRCM shall outline any procedures and schedules for dismantling of corrective measures systems, groundwater monitoring/recovery systems, removal of land use controls, and any other remedial systems/controls required by this Agreement or the approved CMI Plan.

IV.E. RELEASE OF PARCELS FROM THE AGREEMENT

Parcels for which corrective action is required and has been completed pursuant to this Agreement will be released from this Agreement upon the occurrence of either the approval by ADEM of the FRCM or, for parcels where the only remaining required actions are restrictive institutional controls (e.g., industrial use only, no intrusive activity, etc.), the preparation and registry of an environmental covenant imposing such restrictions by the MDA. In the case where a restrictive environmental covenant is required, the MDA will remain responsible under this Agreement and the

environmental covenant for ensuring compliance with the terms of the environmental covenant. Release of parcels from this Agreement pursuant to this Condition shall constitute a major modification pursuant to Condition II.J. of this Agreement. All parcels released from this Agreement shall be maintained in Tables IV.3. and VI.1.

In accordance with Chapter 335-5-1 of the ADEM Admin. Code, the MDA may use land use controls in lieu of remediating the property to a level supporting unrestricted use. The MDA must enter into an environmental covenant in accordance with the regulations and Section IV.B.6. The environmental covenant is perpetual unless: the term is limited by the occurrence of a specific event; terminated or modified pursuant to 335-5-4-.01(2); or it is terminated or modified by consent pursuant to 335-5-4-.02.

ADEM may pursue enforcement action for violation of an environmental covenant pursuant to Code of Alabama 1975 Section 22-22A-5; a civil action for injunctive or other equitable relief for violation of an environmental covenant may be maintained by any of the following parties or entities: a party to the covenant; the Department; any person to whom the covenant expressly grants power to enforce; a person whose collateral, liability, or interest in the real property may be affected by the alleged violation of the covenant; a municipality or other unit of local government in which the real property subject to the covenant is located.

Table IV.1.

The following table presents a list of the Parcels, Sites, SWMUs and/or AOC that require corrective measures. Site Identifiers and descriptions correspond with those listed in the Final Environmental Baseline Survey, Volumes I & II, Fort McClellan, Alabama, January, 1998, prepared by ESE. Where discrepancies exist, the Agreement will take precedence. See Table IV.2 for remedy documentation details.

It is noted that this Agreement addresses requirements for SWMUs and/or AOCs which include areas previously identified as Sites/Parcels, etc. via the CERCLA/BRAC process. Although certain items have historically been developed and/or completed using different titles or names, it is not the intent of the Parties to restart the investigation and remediation process from the beginning, but rather to continue the on-going process under this Agreement.

List of Parcels, Sites, SWMUs and/or AOCs Requiring Corrective Measures:

CERFA PARCEL#	DESCRIPTION	UXO		HTRW	
		Section Reference	Document	Section Reference	Document
230Q-X	Anti-Tank Range	NA	NA	IV.C.2.M.	TBD
149Q	Anti-Tank Range: Former Rifle Range				
184(7)	Anti-Tank Range: Training Area T-31, Former Tech Escort Reaction Area	NA	NA	IV.C.1.A.	TBD
185(7)	Anti-Tank Range: Training Area T-31, Former Tech Escort Reaction Area				
186(6)	Training Area T-38, Former Tech Escort Reaction Area	NA	NA	IV.C.2.K.	45
112Q	Former Machine Gun Range	NA	NA	IV.C.1.C.	NA
213Q	Former Bandholtz Machine Gun qualifying range. Main Post				
214Q	Former Bandholtz field firing range. Main Post				

CERFA PARCEL#	DESCRIPTION	UXO		HTRW	
		Section Reference	Document	Section Reference	Document
69Q	Iron Mountain Road Ranges: Skeet Range	NA	NA	IV.C.1.B.	44
70Q	Iron Mountain Road Ranges: Range 12: Competitive Pistol Range				
71Q	Iron Mountain Road Ranges: Range 13: Qualification Pistol Range				
75Q	Iron Mountain Road Ranges: Range 19: Qualification Pistol Range				
221Q-X	Iron Mountain Road Ranges: Former Rifle Grenade Range (Impact Area) N. of Washington Ranges				
222Q-X	Iron Mountain Road Ranges: Former Rifle Grenade Range (at Skeet Range)				

Reference documents are listed in Table I.2.

CERFA: Community Environmental Response Facilitation Act

UXO: Unexploded Ordnance – Notes will be added to these columns if the site has a history of UXO or has a presumptive remedy related to UXO contamination.

HTRW: Hazardous, Toxic, Radioactive Waste – Notes will be added to these columns if the site has a presumptive remedy related to soil and/or groundwater contamination.

NA: Not Applicable

TBD: To Be Determined

Table IV.2.

The following table presents a catalog of selected remedies. Site Identifiers and descriptions correspond with those listed in the Final Environmental Baseline Survey, Volumes I & II, Fort McClellan, Alabama, January, 1998, prepared by ESE. Where discrepancies exist, the Agreement will take precedence.

It is noted that this Agreement addresses requirements for SWMUs and/or AOCs which include areas previously identified as Sites/Parcels, etc. via the CERCLA/BRAC process. Although certain items have historically been developed and/or completed using different titles or names, it is not the intent of the Parties to restart the investigation and remediation process from the beginning, but rather to continue the on-going process under this Agreement.

List of Selected Remedies:

CERFA PARCEL#	PARCEL DESCRIPTION	REMEDY DESCRIPTION	REMEDY AREA ISSUE	REMEDY APPROVAL DATE	FINAL DOCUMENT REFERENCE
183(6)	Training Area T-6: Former Agent Decon Training	Groundwater remedy includes in situ bioremediation followed by monitored natural attenuation	HTRW	6/24/2011	26
510(7)	Training Area T-6: Cane Creek Training Area				
78(6)	Landfill #1	Achieved NFA with land use controls including cap maintenance and repairs, as necessary.	HTRW	2/26/2008	10
79(6)	Landfill #2	Achieved NFA with land use controls including cap maintenance and repairs, as necessary.	HTRW	2/26/2008	10
126(7)	Former Post Garbage Dump (N. of Reilly Airfield)	Achieved NFA with land use controls including cap maintenance and repairs, as necessary.	HTRW	2/26/2008	10
227(7)	Fill Area East of Reilly Airfield				
80(6)	Landfill #3	Engineered landfill cap and in situ bioremediation of groundwater.	HTRW	11/29/2006 (cap) 2/13/2014 (groundwater)	11 (cap) 12 (groundwater)
94(7)	Chemical Laundry and Motor Pool Area 1500	Monitored natural attenuation of groundwater	HTRW	6/24/2011	4

CERFA PARCEL#	PARCEL DESCRIPTION	REMEDY DESCRIPTION	REMEDY AREA ISSUE	REMEDY APPROVAL DATE	FINAL DOCUMENT REFERENCE
229(7)	Fill Area NW of Reilly	Engineered landfill cap and in situ bioremediation of groundwater	HTRW	11/29/2006 (cap) 1/31/2012 (groundwater)	11 (cap) 12 (groundwater)
66(7)	Small Weapons Repair Shop	In-situ chemical oxidation, followed by monitored natural attenuation.	HTRW	6/24/2011	42
230(7)	Fill Area N of Landfill 2	Landfill cap maintenance and repair	HTRW	2/26/2008	10
N Alpha	M6-1L Suspect Area – I/AR	Clearance to Depth of Detection and Land Use Controls	MEC	10/4/2005	2
MRS-1	South Side of Bains Gap Road in Bravo Area: Portion of M4-1H Mixed Use Area-PR	A combination of: Clearance to Depth of Detection, Clearance to 1 foot, and Land Use Controls	MEC	7/21/2006	3
Southern Alpha	Southern Alpha (M5-1L-I and M5-1L (South) –PR)	A combination of: Clearance to Depth of Detection and Land Use Controls	MEC	10/4/2005	2
MRS-2	Portions of M3-1L Mixed Projectile Area-PR, M3-1L Suspect Area 1-PR, A1 Reconnaissance Area-D, M4-1H Mixed Use Area – PR	A combination of: Clearance to Depth of Detection, Clearance to 1 foot, and Land Use Controls	MEC	6/28/2007	1
MRS-3	Portion of M3-1H Mixed Use Area-D, M3-2H Mortar Area-PR, M3-2H Mortar Area-D, M3-1L Rocket Area-D, M3-1L 37mm Projectile Area-D, M3-3H Rocket/Grenade Area-D and all of M3-1H Rocket Area-PR, M3-1H Grenade Area-PR	A combination of: Clearance to Depth of Detection, Clearance to 1 foot, and Land Use Controls	MEC	4/16/2008	36
MRS-4	M4-1H Mixed Use Area – PR	A combination of: Clearance to Depth of Detection, Clearance to 1 foot, and Land Use Controls	MEC	5/20/2010	39
MRS-6	Portion of M3-1L Rocket Area – D, M3-2H Mortar Area – D, And M3-2H Mortar Area – PR	A combination of: Clearance to Depth of Detection, Clearance to 1 foot, and Land Use Controls	MEC	11/21/2008	37

CERFA PARCEL#	PARCEL DESCRIPTION	REMEDY DESCRIPTION	REMEDY AREA ISSUE	REMEDY APPROVAL DATE	FINAL DOCUMENT REFERENCE
MRS-8	Portions of A1 Reconnaissance Area – D, M3-1L Suspect Area 1 – PR and M3-2M Hand Grenade Area – PR	A combination of: Clearance to Depth of Detection, Clearance to 1 foot, and Land Use Controls	MEC	5/20/2010	38
MRS-12	Portions of M6-1M Transect Area 2 (North), M6-1M Suspect Area (North) – PR, M6- 1M Burn Pit – PR, and Supplemental EECA NT-1N, NT-1S and NT-2	A combination of: NFA, Clearance to Depth of Detection, Clearance to 1 foot, Surface Clearance, and Land Use Controls	MEC	2/23/2011	40
MRS-13	Portions of M6-1M Transect Area 1 (South), M6-1M Suspect Area (South) – PR and Supplemental EECA ST-1, ST-2 and ST- 3	A combination of: Clearance to 1 foot, Surface Clearance, and Land Use Controls	MEC	2/23/2011	40
81(5)	Landfill #4	Post-closure care in accordance with Solid Waste Permit 08-02	HTRW	10/15/2010	See Solid Waste Permit 08-02; 48 (groundwater)
175(5)	Industrial Landfill	Close in accordance with Solid Waste Permit 08-02	HTRW	10/15/2010	See Solid Waste Permit 08-02
MRS-9	Portion of M3-3H Rocket Grenade Area – D and M3-2M Hand Grenade Area – PR	A combination of: Clearance to 1 foot, Clearance to Depth of Detection and Land Use Controls	MEC	2/23/2011	35
MRS-5	Portion of M3-1L Mixed Projectile Area- PR	A combination of: Clearance to Depth of Detection, Clearance to 1 foot, and Land Use Controls	MEC	12/4/2012	50
MRS-7	Portion of M3-1L 37mm Projectile Area – D and M3-1H Mixed Use Area-D	A combination of: Clearance to Depth of Detection, Clearance to 1 foot, and Land Use Controls	MEC	8/1/2012	51
74Q	Baby Bains Gap Road Ranges: Range 18: Down Range Feedback (known distance) Range	Lead stabilization and disposal of treated soil at Subtitle D landfill	HTRW	Pending CA Mod	55

CERFA PARCEL#	PARCEL DESCRIPTION	REMEDY DESCRIPTION	REMEDY AREA ISSUE	REMEDY APPROVAL DATE	FINAL DOCUMENT REFERENCE
79Q	Baby Bains Gap Road Ranges: Range 23: Trainfire (Record) Range	Lead stabilization and disposal of treated soil at Subtitle D landfill	HTRW	Pending CA Mod	54
86Q	Baby Bains Gap Road Ranges: Range 28: Blank Fire and Maneuver Range				
223Q	Baby Bains Gap Road Ranges: Former Range 25 - east. Rifle Range				
227Q	Baby Bains Gap Road Ranges: Former Pistol Range				
83Q	Baby Bains Gap Road Ranges: Range 25: Known Distance (KD) Range	Lead stabilization and disposal of treated soil at Subtitle D landfill	HTRW	2/13/2014	52
84Q-X	Baby Bains Gap Road Ranges: Range 26: Live Fire and Maneuver Area				
118Q-X	Baby Bains Gap Road Ranges: Former Main Post Impact Area (Range 25 backstop)				
224Q	Baby Bains Gap Road Ranges: Former Pistol Range S. of R25 – East				
226Q	Baby Bains Gap Road Ranges: Former Machine Gun Range				
MRS-10	M3-1L Suspect Area 2 – PR	A combination of: Clearance to Depth of Detection, Clearance to 1 foot, Surface Clearance and No Further Action	MEC	8/12/2013	53
MRS-11	M3-Remainder Area – PR				

Reference documents are listed in Table I.2.
 CERFA: Community Environmental Response Facilitation Act
 HTRW: Hazardous, Toxic, Radioactive Waste
 MEC: Munitions and Explosives of Concern

Table IV.3.

The following table presents a catalog of sites where corrective action has been completed and Final Reports of Corrective Measures have been submitted. Site Identifiers and descriptions correspond with those listed in the Final Environmental Baseline Survey, Volumes I & II, Fort McClellan, Alabama, January, 1998, prepared by ESE. Where discrepancies exist, the Agreement will take precedence.

It is noted that this Agreement addresses requirements for SWMUs and/or AOCs which include areas previously identified as Sites/Parcels, etc. via the CERCLA/BRAC process. Although certain items have historically been developed and/or completed using different titles or names, it is not the intent of the Parties to restart the investigation and remediation process from the beginning, but rather to continue the on-going process under this Agreement.

Corrective Action Complete – Pending Discovery of New Information:

CERFA PARCEL#	AGREEMENT SITES	DOCUMENT RECEIVED DATE	DOCUMENT CONCURRENCE DATE
21(7)	Base Service Station: Bldg 2109	9/26/2014	3/26/2015
22(7)	Base Service Station: UST @ Base Service Station, Bldg 2109		
88Q	Range 30: Firing Line		
92Q-X	Former Tank Range		
93Q-X	Former Tank Range		
107Q-X	Former Grenade Range		
133Q-X	Impact Area, North Central Main Post	2/9/2017	8/26/2017
Northern Alpha	Northern Alpha		
127(7)	Soldier's Chapel, Bldg 1740 (Washrack)		
132Q-X	Impact Area, North Central Main Post	10/20/2015	1/4/2017
89Q-X	Range 31: Weapons Demonstration Range		
215Q	Range 31: Former Defendum Field Firing Range No. 2		
MRS-1	Munitions Response Site 1	2/22/2016	2/3/2017
Southern Alpha	Southern Alpha		
MRS-7	Munitions Response Site 7	2/9/2017	8/25/2017
MRS-10	Munitions Response Site 10	2/20/2017	8/26/2017
MRS-5	Munitions Response Site 5	9/12/2017	10/5/2017

CERFA PARCEL#	AGREEMENT SITES	DOCUMENT RECEIVED DATE	DOCUMENT CONCURRENCE DATE
MRS-12	Munitions Response Site 12	10/3/2017	11/22/2017
MRS-6	Munitions Response Site 6	2/22/2017	10/5/2017
24(7)	Motor Pool Area 3100: UST @ Bldg 3138 (near Poly Inst)	6/22/2017	4/20/2018
25(7)	Motor Pool Area 3100: UST @ Bldg 3138 (near Poly Inst)		
73(7)	Motor Pool Area 3100: Washrack, Bldg 3142 (near Poly Inst)		
146(7)	Motor Pool Area 3100: (near Poly Inst)		
212(7)	Motor Pool Area 3100: UST @ Bldg 3138 (near Poly Inst)		
MRS-4	Munitions Response Site 4	9/14/2017	10/5/2017
MRS-2	Munitions Response Site 2	9/25/2017	11/22/2017
MRS-9	Munitions Response Site 9	1/6/2018	PENDING
MRS-11	Munitions Response Site 11	2/2/2018	3/22/2018
MRS-13	Munitions Response Site 13	3/14/2018	6/11/2018
MRS-3	Munitions Response Site 3	5/23/2018	9/20/2018
MRS-8	Munitions Response Site 8	5/23/2018	6/11/2018
OA-03	Former Pistol Range	6/20/2018	PENDING
83Q	Baby Bains Gap Road Ranges: Range 25, Known Distance Range	6/20/2018	PENDING
118Q-X	Baby Bains Gap Road Ranges: Former Main Post Impact Area		
84Q-X	Baby Bains Gap Road Ranges: Range 26, Live Fire and Maneuver Range		
224Q	Baby Bains Gap Road Ranges: Former Pistol Range South of Range 25-East		
226Q	Baby Bains Gap Road Ranges: Former Machine Gun Range		
79Q	Baby Bains Gap Road Ranges: Range 23, Trainfire (Record) Range	6/20/2018	PENDING
223Q	Baby Bains Gap Road Ranges: Former Range 25 East, Rifle Range		
GT/Y	Golden Triangle and Y Area: M1.01, M3 Miscellaneous Property and Eastern Bypass Y Area Junction	7/25/2018	PENDING

PART V

GROUNDWATER MONITORING AND CORRECTIVE ACTION

V.A. REQUIRED PROGRAM(S)

1. The MDA shall conduct appropriate groundwater monitoring and/or remediation at the Facility. Groundwater monitoring and/or remediation requirements for specific SWMUs, AOCs, Sites, and/or Parcels shall be as specified in the approved interim or final CMI Plan(s) pursuant to Part IV of this Agreement.
2. The groundwater monitoring and/or remediation program specified in any interim or final CMI Plan shall address all appropriate elements of ADEM Admin. Code Rules 335-14-5-.06(8), 335-14-5-.06(9), 335-14-5-.06(10), and 335-14-5-.06(11) including, but not limited to:
 - a. Well location, installation, construction, and maintenance;
 - b. Groundwater monitoring requirements including locations, frequency and constituents monitored;
 - c. Groundwater remediation system (when applicable);
 - d. Groundwater Protection Standard;
 - e. Compliance period;
 - f. Sampling and analysis procedures; and,
 - g. Recordkeeping, reporting, and response requirements.

V.B. GENERAL GROUNDWATER MONITORING PROGRAM

1. Well Location, Installation and Construction

The MDA shall install and/or maintain a groundwater monitoring system to comply with the requirements of ADEM Admin. Code Rules 335-14-5-.06(8), 335-14-5-.06(9), 335-14-5-.06(10), and 335-14-5-.06(11) as applicable and as specified below:

- a. The MDA shall maintain all groundwater monitoring wells at the facility as identified in Table V.1. of this Agreement and any other groundwater monitoring wells specified by Agreement Condition V.B.1.d.
 - i. All groundwater monitoring wells shall be maintained in accordance with the plans and specifications presented in Part V of the Agreement and in accordance with ADEM Admin. Code Rule 335-14-5-.06.

- ii. A groundwater monitoring well shall not be removed from any monitoring program specified in this Agreement without an approved Agreement modification pursuant to Agreement Condition II.J.
 - iii. If a groundwater monitoring well is damaged, the MDA shall immediately notify the Department in writing, which includes a description of the well repair activities to be conducted. The well repair procedures must be approved by the Department prior to implementation. Within 30 calendar days after the well is repaired, the MDA shall submit a written notification to the Department that the well repair activities were conducted in accordance with the approved procedures.
 - iv. If a groundwater monitoring well is deleted from the monitoring program(s) required by this Agreement in accordance with Agreement Conditions V.B.1.a.ii. and II.J., it shall be abandoned within 90 calendar days after deletion using procedures to be approved by the Department. Within 30 calendar days after the well is abandoned, the MDA shall submit a written notification to the Department that the well abandonment activities were conducted in accordance with the approved procedures.
- b. Groundwater monitoring wells identified in Table V.1. as “POC wells” shall define the point of compliance for their respective SWMUs, AOCs, sites and/or parcels.
 - c. The MDA shall maintain groundwater monitoring well(s) identified in Table V.1. as the “UPG wells” upgradient wells for their respective SWMUs, AOCs, sites and/or parcels to be used in determining site specific background concentrations.
 - d. The MDA shall install and maintain additional groundwater monitoring wells as necessary to assess changes in the rate and extent of any plume of contamination or as otherwise deemed necessary to maintain compliance with ADEM Admin. Code Rules 335-14-5-.06(6), 335-14-5-.06(8), 335-14-5-.06(9), 335-14-5-.06(10), and 335-14-5-.06(11), as applicable. A plan in the form of an Agreement modification request specifying the design, location and installation of any additional monitoring wells should be submitted to the Department at least 90 calendar days prior to installation which, at a minimum, shall include:
 - i. Well construction techniques including casing depths and proposed total depth of well(s);
 - ii. Well development method(s);
 - iii. A complete description of well construction materials;
 - iv. A schedule of implementation for construction; and,
 - v. Provisions for determining the lithologic characteristics, hydraulic conductivity, grain size distribution, and porosity for the applicable aquifer unit(s) at the location of the new well(s).

2. General Groundwater Monitoring Requirements

- a. The MDA shall determine the groundwater surface elevation from all monitoring wells listed in Table V.1. of this Agreement at least annually and each time a sampling event is conducted. The results of these determinations should be submitted in accordance with Agreement Condition V.B.6. Elevation data should be recorded and reported as mean sea level (MSL) and referenced to an appropriate national geodetic vertical datum (NGVD) benchmark.
- b. The MDA shall determine the groundwater flow rate and direction in the underlying aquifer(s) at least annually and submit the results in accordance with Agreement Condition V.B.6.
- c. The MDA shall determine site specific background concentrations of hazardous constituents and other chemical parameters required to be monitored by this Agreement in accordance with Section V.B.5. of the Agreement, applicable CMI Plan requirements and ADEM Admin. Code Rule 335-14-5-.06(8)(g).

3. Groundwater Protection Standard

- a. The groundwater protection standard, as required under ADEM Admin. Code Rule 335-14-5-.06(3), shall consist of Table V.3. of this Agreement which lists the hazardous constituents and their respective concentration limits.
- b. The groundwater protection standard applies to all hazardous waste or hazardous constituent releases as deemed appropriate by the Department to protect human health and the environment.

4. Compliance Period

- a. The compliance period, during which the groundwater protection standard specified in Agreement Condition V.B.3. applies, shall begin at the time of the first sampling event of the compliance monitoring program (Agreement Condition V.D.), or the corrective action monitoring program (Agreement Condition V.E.), whichever is earlier.
- b. The compliance period shall continue (after beginning pursuant to Agreement Condition V.B.4.a.) until the groundwater protection standard as defined by Agreement Condition V.B.3.a. has not been exceeded for a period of three consecutive years.
- c. If the MDA is engaged in a corrective action monitoring program pursuant to Agreement Condition V.E., then the compliance period shall continue as required by ADEM Admin. Code Rule 335-14-5-.06(7)(c) until the groundwater protection standard has not been exceeded for a period of three consecutive years after corrective action has been terminated and this Agreement has been modified, in accordance with Agreement Condition II.J., to implement a compliance monitoring program pursuant to Agreement Condition V.D. or a detection monitoring program pursuant to Agreement Condition V.C., as required by ADEM Admin. Code Rule 335-14-5-.06(11)(f).

5. Sampling and Analysis Procedures

The MDA shall follow the approved Sampling and Analysis Plan for techniques and procedures to use when obtaining and analyzing samples from the groundwater monitoring wells described in Agreement Condition V.B.1. to provide a reliable indication of the quality of the groundwater as required under ADEM Admin. Code Rules 335-14-5-.06(8)(d), (e), and (g).

6. Recordkeeping and Reporting

- a. The MDA shall keep and maintain all monitoring, testing, and analytical data obtained in accordance with Agreement Conditions V.B., V.C., V.D., and V.E. as required by Agreement Condition II.C.10.
- b. The MDA shall submit to the Department a written report to include all analytical sampling data, established background values, statistical evaluations, groundwater elevations, associated potentiometric maps, and the annual groundwater flow rate and direction determinations. The analytical method and the Method Detection Limit (MDL) for each constituent must be integrated into all reports of analysis. The report shall be submitted within 60 calendar days after the first sampling event and on an annual basis thereafter. Copies of this report shall be kept at the facility in accordance with Agreement Conditions II.C.10.c. and II.C.10.e.
- c. The MDA shall submit progress reports to the Department describing implementation of groundwater monitoring and/or corrective action activities at the site as required by Part V of this Agreement on a quarterly basis. The first progress report shall be submitted to the Department within 90 calendar days after the effective date of this Agreement. The progress reports shall continue until such time as the required monitoring and/or corrective action systems and activities required by this Agreement are fully constructed and operational. In the event that additional monitoring and/or corrective action requirements are imposed through an Agreement modification, the quarterly reporting requirement shall resume, commencing upon the effective date of the Agreement modification and continuing until the required monitoring and/or corrective action systems and activities are again fully constructed and operational.

V.C. DETECTION MONITORING PROGRAM

The requirements of this Agreement Condition are applicable to groundwater sites listed in Table V.1. Except as specified otherwise in this Agreement, the Detection Monitoring Program shall be implemented in accordance with Condition V.C. of the Agreement and ADEM Admin. Code Rule 335-14-5-.06(9).

1. Monitoring Requirements

In addition to the general groundwater monitoring requirements specified in Agreement Condition V.B.2., the MDA shall:

- a. Sample all point of compliance wells and analyze for the constituents listed in Table V.2. of this Agreement, in accordance with applicable CMI Plans and Agreement Condition V.B.5.
- b. Sample all background and point of compliance monitoring wells and analyze for temperature (degrees F or C), specific conductance (Mhos/cm), and pH (standard units) each time the well is sampled in accordance with Agreement Condition V.B.5. The data obtained should be submitted as raw data in the reports required by Agreement Condition V.B.6.
- c. Sample all designated background monitoring wells and analyze, in accordance with Agreement Condition V.B.5., for the constituents listed in Table V.2. of this Agreement in all monitoring events.

2. Reporting and Response Requirements

In addition to the recordkeeping and reporting requirements specified in Agreement Condition V.B.6:

- a. The MDA shall determine whether there is statistically significant evidence of contamination above background levels at each monitoring well within 45 calendar days after completion of each sampling event. The statistical evaluation of monitoring well analytical data shall be performed pursuant to Agreement Condition V.B.5. and ADEM Admin. Code Rule 335-14-5-.06(9)(f).
- b. If the MDA determines, pursuant to Agreement Condition V.C.2.a., that there is statistically significant evidence of contamination above background levels for any chemical parameters or hazardous constituents listed in Table V.2. of this Agreement at any monitoring well at the point of compliance, he or she must comply with ADEM Admin. Code R. 335-14-5-.06(10)(d).

V.D. COMPLIANCE MONITORING PROGRAM

The requirements of this Agreement Condition are applicable to groundwater sites listed in Table V.1. Except as specified otherwise in this Agreement, the Compliance Monitoring Program shall be implemented in accordance with Condition V.D. of the Agreement and ADEM Admin. Code Rule 335-14-5-.06(10).

1. Monitoring Requirements

In addition to the general groundwater monitoring requirements specified in Agreement Condition V.B.2., the MDA shall:

- a. Sample all point of compliance wells and background wells and analyze for the constituents listed in Table V.2. of this Agreement, on a semi-annual basis in accordance with Agreement Condition V.B.5. throughout the compliance monitoring period. This schedule shall begin within 120 calendar days of the effective date of this Agreement.

- b. Sample and analyze for temperature (degrees F or C), specific conductance (Mhos/cm), and pH (standard units), at all background and point of compliance monitoring well locations each time the well is sampled in accordance with Agreement Condition V.B.5. The data obtained should be submitted as raw data in the reports required by Agreement Condition V.B.6.
- c. Sample all point of compliance and background wells and analyze, in accordance with Agreement Condition V.B.5., for the constituents listed in ADEM Admin. Code Rule 335-14-5-Appendix IX, at the beginning of the compliance period and thereafter on an annual basis throughout the compliance period.

2. Reporting and Response Requirements

In addition to the recordkeeping and reporting requirements specified in Agreement Condition V.B.6., the MDA shall perform statistical evaluation of monitoring well analytical data for each monitoring event pursuant to Agreement Condition V.B.5. and ADEM Admin. Code Rule 335-14-5-.06(10)(d).

- a. If the MDA determines, pursuant to Agreement Conditions V.D.1.c. and V.B.5. and ADEM Admin. Code Rules 335-14-5-.06(10)(d) and 335-14-5-.06(10)(g), that any constituent(s) listed in ADEM Admin. Code Rule 335-14-5-Appendix IX but not listed in Table V.2. of this Agreement is detected at any point of compliance or background well, he or she must comply with ADEM Admin. Code R. 335-14-5-.06(10)(g).
- b. If the MDA determines pursuant to Agreement Conditions V.B.5. and V.D.1. and ADEM Admin. Code Rule 335-14-5-.06(10)(d) that any concentration limits listed in Table V.3. of this Agreement is exceeded in any monitoring well at the point of compliance, he or she must comply with ADEM Admin. Code R. 335-14-5-.06(10)(h).

V.E. CORRECTIVE ACTION MONITORING PROGRAM

The requirements of this Agreement Condition are applicable to groundwater sites listed in Table V.1. Except as specified otherwise in this Agreement, the Corrective Action Monitoring Program shall be implemented in accordance with Condition V.E. of the Agreement and ADEM Admin. Code Rule 335-14-5-.06(11).

1. Monitoring Systems

In addition to the point of compliance and background monitoring well systems identified in Agreement Conditions V.B.1.b. and V.B.1.c., the MDA shall:

- a. Maintain groundwater monitoring wells identified as “BDY wells” as boundary wells for their respective SWMUs, AOC, sites and/or parcels as specified in Table V.1. of this Agreement.
- b. Maintain groundwater monitoring wells identified as “EFF wells” as effectiveness wells as specified in Table V.1. of this Agreement.

- c. Maintain wells identified as “REC wells” as recovery wells as specified in Table V.1. of this Agreement.
- d. Maintain wells identified as “POC wells” as point of compliance wells as specified in Table V.1. of this Agreement.

2. Corrective Action Program

- a. The MDA shall conduct a Corrective Action Program, as described in Condition V.E.2. of the Agreement, to remove or treat in place all hazardous constituents that exceed their respective groundwater protection standards as described in Table V.3. of this Agreement at the point of compliance, between the point of compliance and the down-gradient facility property boundary, and beyond the facility boundary in accordance with ADEM Admin. Code Rule 335-14-5-.06(11)(e)2.
- b. Pursuant to ADEM Admin. Code Rules 335-14-5-.06(11)(c) and 335-14-5-.06(11)(e)3., the MDA shall continue to implement the corrective action program as described in Condition V.E.2. of the Agreement within 120 calendar days after the effective date of this Agreement.
- c. The MDA shall handle or treat groundwater in accordance with Condition V.E.2. of the Agreement and with the applicable requirements of any other permits held by MDA (e.g., NPDES, UIC).

3. Monitoring Requirements

In addition to the general groundwater monitoring requirements specified in Agreement Condition V.B.2., the MDA shall:

- a. Sample all upgradient, point of compliance and effectiveness monitoring wells shown in Table V.1. of this Agreement and analyze for the constituents listed in Table V.2. of this Agreement in accordance with applicable CMI Plans and continuing through the end of the compliance period.
- b. Sample all background, point of compliance, effectiveness, and boundary monitoring wells shown in Table V.1. of this Agreement and analyze for the constituents listed in Table V.2. of this Agreement at frequencies listed in Table V.1. and continuing through the end of the compliance period.
- c. Sample all background, point of compliance, effectiveness, and boundary monitoring wells shown in Table V.1. of this Agreement and analyze for temperature (degrees F or C), specific conductance (Mhos/cm), and pH (standard units) each time the well is sampled. The data obtained should be submitted as raw data in the reports required by Agreement Condition V.B.6.
- d. When evaluating the monitoring results to determine the effectiveness of the corrective measures, in accordance with Agreement Condition V.E.4., the MDA shall:
 - i. Determine if the corrective action system effectively addresses the entire plume of contamination;

- ii. Determine if the concentration of the hazardous constituents are decreasing (pH increasing or decreasing toward neutrality, as applicable) in the effectiveness wells specified in Agreement Condition V.E.1.;
- iii. Determine if hazardous waste or hazardous constituents are being released into the environment; and,
- iv. Determine if hazardous constituents have been detected in the boundary wells specified in Agreement Condition V.E.1.

4. Reporting and Response Requirements

In addition to the recordkeeping and reporting requirements specified in Agreement Condition V.B.6.:

- a. The MDA shall report the effectiveness of the corrective action program in accordance with applicable CMI Plans, as required under ADEM Admin. Code Rule 335-14-5-.06(11)(g). These reports shall be submitted to the Department within 60 calendar days of each sampling event after corrective action is initiated and continue until corrective action is completed. The MDA must provide data from groundwater monitoring along with an analysis of that data and any conclusions regarding the effectiveness of the program in accordance with Agreement Condition V.E.3.d. If the analysis of the data warrants any change to the corrective action program, the MDA must include these revisions in the annual report, which will be followed-up within 90 calendar days with an application for Agreement modification in accordance with Agreement Condition II.J.
- b. If corrective action is terminated under Agreement Condition V.B.4.c., the MDA must sample all background, point of compliance, effectiveness and boundary sampling locations for the compounds listed in ADEM Admin. Code Rule 335-14-5-Appendix IX. Based upon the sampling results, the MDA may petition the Department, in accordance with Agreement Condition II.J., for an Agreement modification to implement either a detection monitoring program or a compliance monitoring program.

TABLE V.1.
MONITORING WELL DESIGNATIONS

WELL NUMBER	WELL TYPE*	WELL EASTING	WELL NORTHING	UNIT(S)/ PARCEL(S) MONITORED	WELL DEPTH (ft BTOC)	GROUND ELEVATION (ft MSL)	TOP-OF-CASING ELEVATION (ft MSL)	SCREENED INTERVAL (ft bgs)	MONITORED ZONE	SAMPLING FREQUENCY
CWM-183-MW04	EFF	670379.99	1166413.59	T6: 183(6), 510(7) ¹	23.81	798.34	800.51	12 - 22	Residuum	Semi-annually
CWM-183-MW06	EFF	670234.64	1166394.50	T6: 183(6), 510(7) ¹	32.43	808.91	810.92	15 - 30	Residuum	Semi-annually
CWM-183-MW07	EFF	670284.13	1166508.69	T6: 183(6), 510(7) ¹	19.35	798.83	800.93	8 - 18	Residuum	Quarterly for one year after remedy optimization, then semi-annually
CWM-183-MW08	EFF	670223.00	1166595.78	T6: 183(6), 510(7) ¹	20	796.74	798.76	8 - 18	Residuum	Semi-annually
CWM-183-MW09	EFF	670164.19	1166490.93	T6: 183(6), 510(7) ¹	27.6	806.95	809.18	15 - 25	Residuum	Quarterly for one year after remedy optimization, then semi-annually
CWM-183-MW11	EFF	670248.95	1166405.24	T6: 183(6), 510(7) ¹	102.61	807.07	809.25	80 - 100	Bedrock	Semi-annually
CWM-183-MW13	EFF	670384.91	1166423.87	T6: 183(6), 510(7) ¹	58	799.6	801.81	41 - 56	Bedrock	Semi-annually
CWM-183-MW15	EFF	670473.69	1166608.85	T6: 183(6), 510(7) ¹	25.49	790.82	793.21	13 - 23	Residuum	Semi-annually
CWM-183-MW16	EFF	670477.23	1166600.16	T6: 183(6), 510(7) ¹	86.41	790.88	793.13	74 - 84	Bedrock	Semi-annually
CWM-183-MW17	EFF	670374.62	1166723.23	T6: 183(6), 510(7) ¹	46.6	788.6	790.78	40.5 - 45.5	Bedrock	Semi-annually
CWM-183-MW19	EFF	670365.59	1166855.32	T6: 183(6), 510(7) ¹	99.81	787.17	787.06	80 - 100	Bedrock	Semi-annually
CWM-183-MW20	EFF	670210.79	1166594.56	T6: 183(6), 510(7) ¹	77.8	796.41	798.81	66 - 76	Bedrock	Semi-annually
CWM-183-MW21	EFF	670085.25	1166492.38	T6: 183(6), 510(7) ¹	41.58	811.7	813.92	24 - 39	Residuum	Semi-annually
CWM-183-MW22	EFF	670080.79	1166485.50	T6: 183(6), 510(7) ¹	65.75	812.28	814.59	53 - 63	Bedrock	Semi-annually
CWM-183-MW23	EFF	670206.41	1166328.50	T6: 183(6), 510(7) ¹	51.19	819.93	822.28	30 - 50	Residuum	Quarterly for one year after remedy optimization, then semi-annually
CWM-183-MW25	EFF	670248.93	1166706.94	T6: 183(6), 510(7) ¹	26.5	798.38	798.08	11.95-26.49	Residuum	Semi-annually

WELL NUMBER	WELL TYPE*	WELL EASTING	WELL NORTHING	UNIT(S)/ PARCEL(S) MONITORED	WELL DEPTH (ft BTOC)	GROUND ELEVATION (ft MSL)	TOP-OF-CASING ELEVATION (ft MSL)	SCREENED INTERVAL (ft bgs)	MONITORED ZONE	SAMPLING FREQUENCY
CWM-183-MW28	EFF	670232.07	1166522.38	T6: 183(6), 510(7) ¹	202.6	799.4	802.34	187 - 197	Bedrock	Semi-annually
CWM-183-MW31	EFF	670741.43	1166843.51	T6: 183(6), 510(7) ¹	207.4	786.73	789.22	193 - 203	Bedrock	Semi-annually
FTA-94-MW03	EFF	673200.15	1168564.57	CL: 94(7) ²	22.9	784.57	786.49	6 - 21	Residuum	Annually
FTA-94-MW06	PGM	673318.48	1168265.17	CL: 94(7) ²	27.7	787.84	789.78	5.5 - 20.5	Bedrock	Annually
FTA-94-MW11	EFF	673090.77	1168303.58	CL: 94(7) ²	70.3	804.82	806.79	57.2 - 67.2	Bedrock	Annually
FTA-94-MW12	EFF	673203.52	1168556.63	CL: 94(7) ²	93.3	785.13	787.16	81.1 - 91.1	Bedrock	Annually
FTA-94-MW13	EFF	673052.85	1168275.09	CL: 94(7) ²	128.2	805.89	808.06	116 - 126	Bedrock	Annually
FTA-94-MW14	PGM	673025.20	1168071.00	CL: 94(7) ²	75.0	807.44	807.2	65 - 75	Bedrock	Annually
FTA-94-MW15	EFF	673049.12	1168571.48	CL: 94(7) ²	47.1	793.14	795.19	35 - 45	Bedrock	Annually
FTA-94-MW16	EFF	673064.25	1168583.05	CL: 94(7) ²	93.4	790.99	793	81.4 - 91.4	Bedrock	Annually
OLF-G12	POC	668532.57	1180548.61	LF3: 80(6), 229(7) ³	89.03	745.75	745.43	75 - 85	Transition	Semi-annually
OLF-G18	UPG	668221.39	1179816.25	LF3: 80(6), 229(7) ³	59.79	742.01	741.60	47 - 58	Transition	Semi-annually
OLF-G21	UPG	668211.45	1179811.73	LF3: 80(6), 229(7) ³	171.89	742.76	742.57	154.6 - 169.6	Bedrock	Semi-annually
OLF-G22	POC	668533.46	1180564.97	LF3: 80(6), 229(7) ³	182.23	746.67	746.54	155 - 170	Bedrock	Semi-annually
OLF-G23	POC	668706.61	1180966.40	LF3: 80(6), 229(7) ³	184.75	744.17	743.89	154.6 - 169.6	Bedrock	Semi-annually
OLF-G24	POC	668712.87	1180979.87	LF3: 80(6), 229(7) ³	95.96	743.9	743.56	79.6 - 94.6	Transition	Semi-annually
OLF-G31	PGM	667801.64	1181368.91	LF3: 80(6), 229(7) ³	220	794.25	793.69	205 - 225	Bedrock	Semi-annually
OLF-G32	PGM	667802.78	1181351.14	LF3: 80(6), 229(7) ³	299.5	793.64	793.41	271 - 291	Deep Bedrock	Semi-annually
OLF-G33	POC	668931.93	1181493.21	LF3: 80(6), 229(7) ³	189.25	737.26	736.98	166 - 182	Bedrock	Semi-annually
OLF-G34	POC	668928.66	1181484.77	LF3: 80(6), 229(7) ³	260.77	737.42	737.07	246 - 261	Deep Bedrock	Semi-annually
OLF-G35	POC	668721.98	1180999.58	LF3: 80(6), 229(7) ³	269.91	743.4	742.82	245 - 260	Deep Bedrock	Semi-annually
OLF-G36	POC	668520.27	1180534.17	LF3: 80(6), 229(7) ³	258	746.74	746.09	243.8 - 258.8	Deep Bedrock	Semi-annually
OLF-G47	POC	669269.84	1182261.42	LF3: 80(6), 229(7) ³	328.74	717.4	717.46	302 - 322	Bedrock	Semi-annually
OLF-G48	POC	669265.97	1182252.11	LF3: 80(6), 229(7) ³	397.81	717.6	717.63	385 - 405	Deep Bedrock	Semi-annually
OLF-G52	PGM	669262.79	1182604.47	LF3: 80(6), 229(7) ³	377	723.99	723.83	357 - 377	Deep Bedrock	Semi-annually
OLF-G70	POC	669486.27	1182777.19	LF3: 80(6), 229(7) ³	416.86	722.11	722.11	390 - 400	Deep Bedrock	Semi-annually
PPMP-229-GP12	UPG	670548.85	1180817.85	LF3: 80(6), 229(7) ³	174.1	741.47	743.79	156 - 166	Bedrock	Semi-annually
LF4-MW1	POC	669625.24	1180041.40	LF4: 81(5), 175(5) ⁴	42.3	737.13	739.79	15 - 40	Residuum	Semi-annually
LF4-MW2	POC	670492.09	1180244.72	LF4: 81(5), 175(5) ⁴	41.05	738.5	741.5	6 - 36	Residuum	Semi-annually
LF4-MW3	POC	671013.49	1180197.72	LF4: 81(5), 175(5) ⁴	34.35	739.78	742.78	11 - 31	Residuum	Semi-annually
LF4-MW4	POC	671522.80	1179683.63	LF4: 81(5), 175(5) ⁴	26.85	743.35	746.35	5 - 25	Residuum	Semi-annually

WELL NUMBER	WELL TYPE*	WELL EASTING	WELL NORTHING	UNIT(S)/ PARCEL(S) MONITORED	WELL DEPTH (ft BTOC)	GROUND ELEVATION (ft MSL)	TOP-OF-CASING ELEVATION (ft MSL)	SCREENED INTERVAL (ft bgs)	MONITORED ZONE	SAMPLING FREQUENCY
LF4-MW5	UPG	669848.75	1178487.41	LF4: 81(5), 175(5) ⁴	34.71	753.32	756.32	12 - 32	Residuum	Semi-annually
PPMP-66-MW02RR	POC	671450.77	1171597.99	SWR: 66(7) ⁵	29.81	780.64	780.19	9 - 24	Residuum	Quarterly until COC reduction, then semi-annual
PPMP-66-MW06R	POC	671518.34	1171555.76	SWR: 66(7) ⁵	28.53	780.81	780.56	8.5 - 28.5	Residuum	Quarterly until COC reduction, then semi-annual
PPMP-66-MW08	POC	671449.35	1171611.84	SWR: 66(7) ⁵	72.2	780.88	780.69	61.1 - 71.1	Bedrock	Quarterly until COC reduction, then semi-annual
PPMP-66-MW16	POC	671428.16	1171623.48	SWR: 66(7) ⁵	13.15	780.74	779.89	3 - 13	Residuum	Quarterly until COC reduction, then semi-annual
PPMP-66-MW17	POC	671563.77	1171560.70	SWR: 66(7) ⁵	20	781.23	781.44	10.0 - 19.54	Transition	Quarterly until COC reduction, then semi-annual
PPMP-66-MW18R	POC	671550.89	1171559.60	SWR: 66(7) ⁵	15.91	781.31	781.08	5.0 - 14.54	Residuum	Quarterly until COC reduction, then semi-annual
PPMP-66-MW23R	POC	671453.05	1171596.48	SWR: 66(7) ⁵	23.36	781.78	780.55	19.87 - 29.41	Transition	Quarterly until COC reduction, then semi-annual
PPMP-66-MW24R	POC	671515.35	1171555.64	SWR: 66(7) ⁵	34.84	781.88	780.70	24.95 - 34.49	Transition	Quarterly until COC reduction, then semi-annual

Notes:

ft bgs = feet below ground surface
ft BTOC = feet below top of casing
ft MSL = feet above mean sea level

- 1 T6: 183(6) & 510(7) = Training Area T-6, 183(6) and Cane Creek Training Area, 510(7)
2 CL: 94(7) = Chemical Laundry and Motor Pool Area 1500, 94(7)
3 LF3: 80(6), 229(7) = Landfill 3, 80(6) and Fill Area Northwest of Reilly Airfield, 229(7)
4 LF4: 81(5), 175(5): Landfill 4, 81(5) and Industrial Landfill, 175(5)
5 SWR: 66(7) = Small Weapons Repair Shop, 66(7)

*** Well Type:**

POC - Point of Compliance Wells
EFF - Effectiveness Monitoring Wells
PGM - Piezometers and/or General Monitoring Wells
UPG - Upgradient Well

TABLE V.2.

GROUNDWATER QUALITY MONITORING CONSTITUENTS

HAZARDOUS CONSTITUENT	UNIT*
1,1,2,2-Tetrachloroethane	T6: 183(6), 510(7) ¹ ; LF3: 80(6), 229(7) ³
1,1,2-Trichloroethane	T6: 183(6), 510(7) ¹ ; LF3: 80(6), 229(7) ³
1,2-Dichloroethane ^a	LF3: 80(6), 229(7) ^{3,a}
Benzene ^a	LF3: 80(6), 229(7) ^{3,a}
Chlorobenzene	CL: 94(7) ²
Chloroform	T6: 183(6), 510(7) ¹
cis-1,2-Dichloroethene	CL: 94(7) ² ; LF3: 80(6), 229(7) ^{3,a} ; SWR: 66(7) ⁴
Naphthalene ^a	LF3: 80(6), 229(7) ^{3,a}
Tetrachloroethene	T6: 183(6), 510(7) ¹ ; LF3: 80(6), 229(7) ³
trans-1,2-Dichloroethene	CL: 94(7) ²
Trichloroethene	T6: 183(6), 510(7) ¹ ; CL: 94(7) ² ; LF3: 80(6), 229(7) ³ ; SWR: 66(7) ⁴
Vinyl chloride	CL: 94(7) ² ; LF3: 80(6), 229(7) ³ ; SWR: 66(7) ⁴
Heptachlor Epoxide ^a	LF3: 80(6), 229(7) ^{3,a}
Alpha-BHC ^a	LF3: 80(6), 229(7) ^{3,a}
Beta-BHC ^a	LF3: 80(6), 229(7) ^{3,a}
Antimony ^b	LF4: 81(5) ^{5,b}
Arsenic ^b	LF4: 81(5) ^{5,b}
Barium ^b	LF4: 81(5) ^{5,b}
Beryllium ^b	LF4: 81(5) ^{5,b}
Cadmium ^b	LF4: 81(5) ^{5,b}
Chromium ^b	LF4: 81(5) ^{5,b}
Cobalt ^b	LF4: 81(5) ^{5,b}
Copper ^b	LF4: 81(5) ^{5,b}
Lead ^b	LF4: 81(5) ^{5,b}
Mercury ^a	LF3: 80(6), 229(7) ^{3,a}
Mercury ^b	LF4: 81(5) ^{5,b}
Nickel ^a	LF3: 80(6), 229(7) ^{3,a}
Nickel ^b	LF4: 81(5) ^{5,b}
Selenium ^b	LF4: 81(5) ^{5,b}
Silver ^b	LF4: 81(5) ^{5,b}
Tin ^b	LF4: 81(5) ^{5,b}
Thallium ^b	LF4: 81(5) ^{5,b}
Vanadium ^b	LF4: 81(5) ^{5,b}
Zinc ^b	LF4: 81(5) ^{5,b}

The constituents listed herein are the subset of the Groundwater Protection Standard listed in Table V.3. for which monitoring is required.

* Identifies the unit(s) at which the given constituent must be monitored.

1 T6: 183(6) & 510(7) = Training Area T-6, 183(6) and Cane Creek Training Area, 510(7)

2 CL: 94(7) = Chemical Laundry and Motor Pool Area 1500, 94(7)

3 LF3: 80(6), 229(7) = Landfill 3, 80(6) and Fill Area Northwest of Reilly Airfield, 229(7)

4 SWR: 66(7) = Small Weapons Repair Shop, 66(7)

5 LF4: 81(5) = Landfill 4, 81(5)

a Constituent is an ancillary COC for LF3: 80(6), 229(7) that had a maximum concentration between the 10⁻⁶ to 10⁻⁵ risk range or a hazard quotient ranging from 0.1 to 1. Ancillary COCs are not expected to materially affect remedy requirements, but will be addressed during performance monitoring by analyzing for them in a subset of monitoring wells for a limited number of sampling events to ensure that the groundwater remedy comprehensively addresses risk reduction. If cumulative risk objectives are met, they will be dropped from further consideration, and ongoing performance monitoring will focus on the primary COCs (i.e., hazardous constituents) for LF3: 80(6), 229(7).

b Constituent is part of the Assessment Monitoring list of analytes for LF4: 81(5), derived from the Appendix II list of the ADEM Admin. Code Rule 335-13-4-.27 and described in the Assessment Monitoring Program Plan dated February 4, 2010.

TABLE V.3.
GROUNDWATER PROTECTION STANDARD

UNIT*	HAZARDOUS CONSTITUENT	CONCENTRATION LIMIT (mg/L)
T6: 183(6), 510(7) ¹	1,1,2,2-Tetrachloroethane	0.0136 (GS RBTL)
	1,1,2-Trichloroethane	0.0502 (GS RBTL)
	Chloroform	0.986 (GS RBTL)
	Tetrachloroethene	0.00443 (GS RBTL)
	Trichloroethene	0.205 (GS RBTL)
CL: 94(7) ²	Chlorobenzene	0.10 (MCL)
	cis-1,2-Dichloroethene	0.070 (MCL)
	trans-1,2-Dichloroethene	0.10 (MCL)
	Trichloroethene	0.005 (MCL)
	Vinyl Chloride	0.002 (MCL)
SWR: 66(7) ⁴	cis-1,2-Dichloroethene	0.991 (GS RBTL)
	Trichloroethene	0.205 (GS RBTL)
	Vinyl Chloride	0.00386 (GS RBTL)
LF3: 80(6), 229(7) ^{3,a}	1,1,2,2-Tetrachloroethane	0.0136 (GS RBTL)
	1,1,2-Trichloroethane	0.0502 (GS RBTL)
	1,2-Dichloroethane ^a	0.0308 (GS RBTL)
	Benzene ^a	0.0479 (GS RBTL)
	cis-1,2-Dichloroethene ^a	0.991 (GS RBTL)
	Naphthalene ^a	1.59 (GS RBTL)
	Tetrachloroethene	0.00443 (GS RBTL)
	Trichloroethene	0.205 (GS RBTL)
	Vinyl Chloride	0.00386 (GS RBTL)
	Heptachlor Epoxide ^a	0.000247 (GS RBTL)
	Alpha-BHC ^a	0.000425 (GS RBTL)
	Beta-BHC ^a	0.00148 (GS RBTL)
	Mercury ^a	0.029 (GS RBTL)
	Nickel ^a	2.02 (GS RBTL)
LF4: 81(5) ^{5,b}	Antimony ^b	inrawell statistical comparison ^c
	Arsenic ^b	inrawell statistical comparison ^c
	Barium ^b	inrawell statistical comparison ^c
	Beryllium ^b	inrawell statistical comparison ^c
	Cadmium ^b	inrawell statistical comparison ^c
	Chromium ^b	inrawell statistical comparison ^c
	Cobalt ^b	inrawell statistical comparison ^c
	Copper ^b	inrawell statistical comparison ^c
	Lead ^b	inrawell statistical comparison ^c
	Mercury ^b	inrawell statistical comparison ^c
	Nickel ^b	inrawell statistical comparison ^c
	Selenium ^b	inrawell statistical comparison ^c
	Silver ^b	inrawell statistical comparison ^c
	Tin ^b	inrawell statistical comparison ^c
	Thallium ^b	inrawell statistical comparison ^c
	Vanadium ^b	inrawell statistical comparison ^c
	Zinc ^b	inrawell statistical comparison ^c

* Identifies the unit(s) at which the given constituent must be monitored.

COC = Constituent of concern

GS RBTL = Groundskeeper Risk-Based Target Level (10-5 Risk) derived from updated toxicological properties provided in the Alabama Risk-Based Corrective Action Guidance Manual (ADEM, May 2006) and using protocols outlined in the Human Health and Ecological Screening Values and PAH Background Summary Report (IT Corporation, 2000).

MCL – Maximum Contaminant Level

1 T6: 183(6), 510(7) = Training Area T-6, 183(6) and Cane Creek Training Area, 510(7) (Document Reference: Item 26 in Table I.2.)

2 CL: 94(7) = Chemical Laundry and Motor Pool Area 1500, 94(7) (Document Reference: Item 4 in Table I.2.)

3 LF3: 80(6), 229(7) = Landfill 3, 80(6) and Fill Area Northwest of Reilly Airfield, 229(7) (Document Reference: Item 12 in Table I.2.)

4 SWR: 66(7) = Small Weapons Repair Shop, 66(7) (Document Reference: Item 42 in Table I.2.)

5 LF4: 81(5) = Landfill 4, 81(5) (Document Reference: Item 48 in Table I.2.)

a Constituent is an ancillary COC for LF3: 80(6), 229(7) that had a maximum concentration between the 10⁻⁶ to 10⁻⁵ risk range or a hazard quotient ranging from 0.1 to 1. Ancillary COCs are not expected to materially affect remedy requirements, but will be addressed during performance monitoring by analyzing for them in a subset of monitoring wells for a limited number of sampling

events to ensure that the groundwater remedy comprehensively addresses risk reduction. If cumulative risk objectives are met, they will be dropped from further consideration, and ongoing performance monitoring will focus on the primary COCs (i.e., hazardous constituents) for LF3: 80(6), 229(7).

- b Constituent is part of the Assessment Monitoring list of analytes for LF4: 81(5), derived from the Appendix II list of the ADEM Admin. Code Rule 335-13-4-.27 and described in the Assessment Monitoring Program Plan dated February 4, 2010 (Item 48 in Table I.2.).
- c Constituent is monitored to meet permit requirements. The groundwater protection standard is an intrawell statistical comparison (Shewhart Cumulative Sums) performed using control charts in accordance with ADEM Admin. Code Rule 335-13-4-.27 of the ADEM Division 13 Regulations.

PART VI

LAND USE CONTROLS AND ENVIRONMENTAL COVENANTS

VI.A. LAND USE CONTROLS (LUCs)

ADEM Admin. Code Rule 335-5-1-.03(i) defines LUCs as any restriction or control that serves to protect human health and the environment by limiting the use of or exposure to any portion of a property or site, including water resources. These controls include, but are not limited to: engineering controls, institutional controls, and water use restrictions.

1. Engineering controls for remedial actions are directed toward containing or controlling the migration of contaminants through the environment. These include, but are not limited to, stormwater conveyance systems, slurry walls, liner systems, caps, leachate collection systems, pump and treat systems and groundwater recovery systems. Engineering controls are classified as:
 - a. Class 1, which include multi-layer caps or liner systems, soil vapor extraction systems, groundwater pump-and-treat systems, leachate and groundwater recovery systems, stormwater conveyance systems, slurry walls and active ventilation of closed spaces.
 - b. Class 2, which include clay or soil caps or liner systems, substructural vapor barriers and passive ventilation of closed spaces.
 - c. Class 3, which include asphalt caps and fencing systems.
 - d. For other engineering controls not listed, ADEM shall determine the classification of the engineering control upon the request of an owner or operator or other responsible person.
2. Institutional controls are legal or contractual restrictions on property use which remain effective after remediation is completed and are used to meet an approved remediation plan or proposal. These include, but are not limited to, deed notations, deed restrictions, water use restrictions, restrictive covenants, conservation easements, and limited development rights. Institutional controls are classified as:
 - a. Class 1, which includes any water use restriction.
 - b. Class 2, which include restrictive covenants for industrial or commercial use only or no schools or daycares, and imposition of conservation easements or limited developmental rights.
 - c. Class 3, which include restrictive covenants for no excavations, for use as greenspace only and no hunting or fishing.

- d. For other institutional controls not listed, ADEM shall determine the classification of the institutional control upon the request of an owner or operator or other responsible person.

For the corrective actions being undertaken by the MDA hereunder at the Facility (e.g., for SWMUs, AOCs, Sites, and/or Parcels) for which land use controls or other restrictions are imposed by this Agreement, the enforcement of such LUCs or restrictions will continue for as long as said LUCs are necessary to protect human health and the environment, or in perpetuity from the date of initial Agreement issuance, unless the Department approves removal of LUCs for unrestricted site use.

VI.B. ALABAMA UNIFORM ENVIRONMENTAL COVENANTS ACT (UECA)

On May 26, 2009, ADEM promulgated regulations to establish minimum requirements governing environmental covenants pursuant to the Alabama Uniform Environmental Covenants Act, Code of Alabama 1975, §§ 35-19-1 to 35-19-14. ADEM Admin. Code R. 335-5 is located on the ADEM website and applies to all sites that are not remediated to unrestricted use. Therefore, it is required that a covenant request, including appropriate information, be submitted along with the CMI Plan prior to approval of the final remedy as discussed further in Agreement Condition IV.B.6.

VI.C. REPORTING REQUIREMENTS FOR LUCs

In addition to the reporting requirements discussed in Agreement Condition IV.B.9., the MDA shall also provide the following information: the date of inspection of LUCs, any deficiencies observed during inspections, any records that were reviewed, the frequency of inspections, and specific documentation of the LUCs implemented at the site (e.g. provide details regarding fence height, types of signage, etc.).

VI.D. INSPECTION REQUIREMENTS FOR LUCs

In addition to the inspection requirements discussed in Agreement Condition IV.B.8., the MDA shall also inspect landfill caps on an annual basis, signage and fencing on an annual basis, covenant records at the courthouse on an annual basis and any other inspection criteria established in the approved CMI plan.

Table VI.1.

The following table presents a list of the Parcels, Sites, SWMUs and/or AOCs that require land use controls and environmental covenants. Site Identifiers and descriptions correspond with those listed in the Final Environmental Baseline Survey, Volumes I & II, Fort McClellan, Alabama, January, 1998, prepared by ESE. Where discrepancies exist, the Agreement will take precedence.

It is noted that this Agreement addresses requirements for SWMUs and/or AOCs which include areas previously identified as Sites/Parcels, etc. via the CERCLA/BRAC process. Although certain items have historically been developed and/or completed using different titles or names, it is not the intent of the Parties to restart the investigation and remediation process from the beginning, but rather to continue the on-going process under this Agreement.

a. List of Parcels, Sites, SWMUs and/or AOCs Requiring Land Use Controls and Environmental Covenants:

CERFA PARCEL #	DESCRIPTION***	RESPONSIBLE PARTY	LUC SUMMARY****	SECTION REFERENCE	COVENANT LAND RECORD FILING LOCATION*	COVENANT EFFECTIVE DATE*	COVENANT FILING DATE*
81(5)	Landfill 4	MDA	Monitor and maintain cap; Digging and disturbance of soils not allowed; Contact with groundwater not allowed; Groundwater well installation prohibited; Annual cap inspections; Deed notice prohibiting intrusive activities	IV.C.2.A.	Solid Waste Permit 08-02, NPDES Permit AL0055999		
175(5)	Industrial Landfill	MDA	Operate and close in accordance with Solid Waste Permit 08-02	IV.C.2.B.	Solid Waste Permit 08-02, NPDES Permit AL0055999		

CERFA PARCEL #	DESCRIPTION***	RESPONSIBLE PARTY	LUC SUMMARY****	SECTION REFERENCE	COVENANT LAND RECORD FILING LOCATION*	COVENANT EFFECTIVE DATE*	COVENANT FILING DATE*
127(7)	Former Washrack, Soldier's Chapel, Building 1740	MDA	Contact with groundwater not allowed; Groundwater well installation prohibited	IV.C.2.C.	FY-12-03.00 Calhoun County, Alabama Book 3150 Pages 660-672	9/18/2012	9/21/2012
229(7)	Fill Area Northwest of Reilly Airfield	MDA	Maintain cap; Residential use prohibited; Digging or excavation prohibited; Groundwater wells shall not be disturbed; Groundwater well installation prohibited; Monuments and signs inspected and maintained	IV.C.2.J. IV.C.2.I.	FY-11.01.00 Calhoun County, Alabama Book 3140 Pages 261-272	9/21/2011	9/23/2011
126(7)	Former Post Garbage Dump						
227(7)	Fill Area East of Reilly Airfield						
GT/Y	Golden Triangle and Y Area: M1.01 Parcel, M3 Miscellaneous Property and Eastern Bypass "Y" Area Junction	MDA	MDA will provide construction support for M1.01, M3 and "Y" Area Junction	IV.C.2.E.	FY-17-03.00 Calhoun County, Alabama Book 3235 Pages 343-359	7/3/2018	7/11/2018
79(6)	Landfill 2	MDA	Inspect and maintain landfill cap; Residential use prohibited; Digging and excavation prohibited; Groundwater well installation prohibited; Monuments and signs inspected and maintained	IV.C.2.P.	FY-12-05.00 Calhoun County, Alabama Book 3151, Pages 718-727	10/5/2012	10/17/2012
S Alpha	Cemetery and Bains Gap Road	MDA	Digging prohibited without construction support in areas not cleared to depth	IV.C.2.D.	FY-15-02.00 Calhoun County, Alabama Book 3194 Pages 233-244A	9/29/2015	10/5/2015

CERFA PARCEL #	DESCRIPTION***	RESPONSIBLE PARTY	LUC SUMMARY****	SECTION REFERENCE	COVENANT LAND RECORD FILING LOCATION*	COVENANT EFFECTIVE DATE*	COVENANT FILING DATE*
MRS-1	South Side of Bains Gap Road in Bravo Area: Portion of M4-1H Mixed Use Area – PR	MDA	Digging prohibited without construction support in areas not cleared to depth	IV.C.2.Y.	FY-15-01.00 Calhoun County, Alabama Book 3194 Pages 219-232	9/29/2015	10/5/2015
83Q 118Q-X	Range 25, Known Distance Range; Main Post Impact Area	MDA	Residential use prohibited	IV.C.2.Y.	FY-15-01.00 Calhoun County, Alabama Book 3194 Pages 219-232	9/29/2015	10/5/2015
2(4)	UST @ GSA Motor Pool, Bldg 238	MDA	Contact with groundwater not allowed; Groundwater monitoring well installation prohibited; Commercial or industrial development only	IV.C.2.F.	FY-12-04.00 Calhoun County, Alabama Book 3156 Pages 333-351	2/19/2013	2/25/2013
3(4)	UST @ Telephone Exchange, Bldg 251						
4(4)	POL point, Bldg 265						
67(4)	Former Battery Maintenance Area, Bldg 234						
69(4)	Washrack, Bldg 253						
91(4)	Former Dry Cleaning Area, Bldg T- 233						
111(4)	Former Multi Craft Shop, Bldg 245						
128(4)	Former Washrack @ Nielsen St.						
129(4)	Washrack, near Bldg T-222						
151(4)	GSA Warehouse Area						
238(4)	UST @ Former Gas Station, near Bldg 234						
78(6)	Landfill 1	MDA	Inspect and maintain landfill cap; Residential use prohibited; Digging and excavation prohibited; Groundwater well installation prohibited; Monuments and signs inspected and maintained	IV.C.2.O.	FY-12-02.00 Calhoun County, Alabama Book 3151, Pages 708-717	10/5/2012	10/17/2012

CERFA PARCEL #	DESCRIPTION***	RESPONSIBLE PARTY	LUC SUMMARY****	SECTION REFERENCE	COVENANT LAND RECORD FILING LOCATION*	COVENANT EFFECTIVE DATE*	COVENANT FILING DATE*
183(6)	Training Area T-6: Former Agent Decontamination Training	MDA	Contact with groundwater not allowed; Public access and use of the property not allowed for any purpose pending remedy completion; Groundwater well installation prohibited; Groundwater wells shall not be disturbed	IV.C.2.Q.	FY-12-06.00 Calhoun County, Alabama Book 3156 Pages 817-826	3/4/2013	3/7/2013
510(7)	Training Area T-6: Cane Creek Training Area						
MRS-9	Tracts 9-B, 9-C and 9-D	MDA	Digging prohibited without construction support in areas not cleared to depth	IV.C.2.H.	FY-18-03.00 Calhoun County, Alabama Book 3227 Pages 392-403	12/21/2017	12/28/2017
24(7)	Motor Pool Area 3100: UST @ Bldg 3138 (near Poly Inst)	MDA	Groundwater use not allowed; Groundwater well installation prohibited	IV.C.2.G.	FY-12-03.00 Calhoun County, Alabama Book 3150 Pages 660-672	9/18/2012	9/21/2012
25(7)	Motor Pool Area 3100: UST @ Bldg 3138 (near Poly Inst)						
73(7)	Motor Pool Area 3100: Washrack, Bldg 3142 (near Poly Inst)						
146(7)	Motor Pool Area 3100: (near Poly Inst)						
212(7)	Motor Pool Area 3100: UST @ Bldg 3138, (near Poly Inst)						
66(7)	Small Weapons Repair Shop	MDA	Contact with groundwater not allowed; Groundwater well installation prohibited; Groundwater wells shall not be disturbed	IV.C.2.R.	FY-12-07.00 Calhoun County, Alabama Book 3156 Pages 827-836	3/4/2013	3/7/2013

CERFA PARCEL #	DESCRIPTION***	RESPONSIBLE PARTY	LUC SUMMARY****	SECTION REFERENCE	COVENANT LAND RECORD FILING LOCATION*	COVENANT EFFECTIVE DATE*	COVENANT FILING DATE*
230Q-X	Anti-Tank Range	MDA	OA-03 - Residential use prohibited; Parcels 186(6), 230Q-X and 149Q - Public access and use of property for any purpose not allowed pending remedy completion; Parcels 186(6), 230Q-X, 149Q and MRS-13 - Use of groundwater is prohibited for; MRS-13 – Digging is prohibited in areas not cleared to depth	IV.C.2.M., IV.C.2.K., IV.C.2.N., IV.C.2.L.	FY-12-01.01 Calhoun County, Alabama Book 3228 Pages 892-910	2/5/2018	2/9/2018
149Q	Anti-Tank Range: Former Rifle Range						
186(6)	Training Area T-38						
MRS-13 Tracts A and B	Portion of M6-1M Transect Area 1 (South), M6-1M Suspect Area (South) – PR and Supplemental EECA ST-1, ST-2 and ST-3						
OA-03	Former Pistol Range						
80(6)	Landfill 3	MDA	Maintain cap; Residential use prohibited; Contact with groundwater not allowed; Digging or disturbance of soil not allowed; Groundwater well installation prohibited; Monuments and signs inspected and maintained	IV.C.2.T.	Pending	Pending	Pending
230(7)	Fill Area North of Landfill 2	MDA	Inspect and maintain landfill cap; Residential use prohibited; Digging or excavation prohibited; Groundwater well installation prohibited	IV.C.2.U.	FY-13-01.00 Calhoun County, Alabama Book 3173 Pages 92-103	4/14/2014	4/18/2014
94(7)	Chemical Laundry and Motor Pool Area 1500	MDA	Contact with groundwater not allowed; Groundwater well installation prohibited; Groundwater wells shall not be disturbed	IV.C.2.S.	FY-12-08.00 Calhoun County, Alabama Book 3177 Pages 894-903	8/4/2014	8/13/2014

CERFA PARCEL #	DESCRIPTION***	RESPONSIBLE PARTY	LUC SUMMARY****	SECTION REFERENCE	COVENANT LAND RECORD FILING LOCATION*	COVENANT EFFECTIVE DATE*	COVENANT FILING DATE*
MRS-5	Tracts 5-D and 5-E	MDA	Digging prohibited without construction support in areas not cleared to depth	IV.C.2.V.	FY-16-01.00 Calhoun County, Alabama Book 3200 Pages 650-664	3/16/2016	3/22/2016
MRS-6	Tracts 6-A and 6-B	MDA	Digging prohibited without construction support in areas not cleared to depth	IV.C.2.W.	FY-16-02.00 Calhoun County, Alabama Book 3200 Pages 637-649	3/16/2016	3/22/2016
MRS-11	Tract 11-B exclusion area three feet of either side and underneath Industrial Access Road	MDA	Digging prohibited without construction support in areas not cleared to depth	IV.C.2.X.	FY-17-02.00 Calhoun County, Alabama Book 3222 Pages 222-231	8/25/2017	8/31/2017
MRS-12	Tracts 12-A, 12-B, 12-C and 12-D	MDA	Digging prohibited without construction support in areas not cleared to depth	IV.C.2.Z	FY-16-03.00 Calhoun County, Alabama Book 3200 Pages 665-676	3/16/2016	3/22/2016
MRS-2	Tracts 2-D, 2-F, 2-H, 2-J, Industrial Access Road, Cassell Way, Town Center Drive and Halifax Avenue	MDA	Digging prohibited without construction support in areas not cleared to depth and along roadways	IV.C.2.AA	FY-17-01.00 Calhoun County, Alabama Book 3221 Pages 870-891	8/7/2017	8/24/2017
MRS-4	Tract 4-E, 4-F and 4-G	MDA	Digging prohibited without construction support in areas not cleared to depth	IV.C.2.BB	FY-17-04.00 Calhoun County, Alabama Book 3222 Pages 232-243	8/25/2017	8/31/2017

CERFA PARCEL #	DESCRIPTION***	RESPONSIBLE PARTY	LUC SUMMARY****	SECTION REFERENCE	COVENANT LAND RECORD FILING LOCATION*	COVENANT EFFECTIVE DATE*	COVENANT FILING DATE*
MRS-3	Tracts 3-A, 3-B, 3-C and 3-D	MDA	Digging prohibited without construction support in areas not cleared to depth	IV.C.2.CC	FY-18-01.00 Calhoun County, Alabama Book 3227 Pages 366-380	12/21/2017	12/28/2017
MRS-8	Tracts 8-D and 8-E	MDA	Digging prohibited without construction support in areas not cleared to depth	IV.C.2.DD	FY-18-02.00 Calhoun County, Alabama Book 3227 Pages 381-391	12/21/2017	12/28/2017

CERFA: Community Environmental Response Facilitation Act
GT/Y: Golden Triangle/Y Area
MRS: Munitions Response Site

*The Land Record Filing Location column refers to the Book/Plat/Page recording location in the Land Records at the local courthouse. The Covenant Effective Date refers to the date the covenant is signed by all parties. The Covenant Filing Date refers to the date the covenant is filed at the courthouse.

**Industrial Landfill is a regulated unit under ADEM Admin. Code R. 335-13 and Solid Waste Permit 08-02; therefore, land use control and remedy requirements would be identified at the time of unit closure and in consideration of permit requirements.

*** LUC Description column provides a general description of the covenant boundary for the LUCs. For full details of the LUC requirements, please refer to Section Reference column and/or Covenant.

**** LUC Summary column provides a summary of LUCs only. For full details of LUC requirements, please refer to Section Reference column and/or Covenant.

In addition to the land use controls and environmental covenants identified in Table VI.1.a. above, it is noted that a “Deed Notice” regarding the “historical use” of the entire Site as a “Former Military Installation” is required by the thirteen (13) quitclaim deeds from the Army to the local reuse authority (LRA), as described in Table VI.1.b. Such required language is set forth as follows: “Fort McClellan is a former military installation with a history of the use of munitions and explosives of concern (“MEC”) and, therefore, there is a potential for such MEC to be present on the property. In the event the JPA, its successors and assigns, and any grantees of property from the JPA should discover any MEC on the property, it shall not attempt to remove or destroy it, but shall immediately notify the local police department. A competent Government or Government designated MEC disposal professional will be promptly dispatched to dispose of such MEC properly.” This deed notice is required to be placed on all future deeds for property which was part of any of the deeds listed below.

b. List of Quitclaim Deeds from the Army to the LRA:

DEED NUMBER	DATE OF RECORDING	DEED BOOK NUMBER	PAGE NUMBER
Quitclaim Deed 1	12/20/2000	Book 3002	Page 369
Quitclaim Deed 2	12/20/2000	Book 3002	Page 346
Quitclaim Deed 3	02/14/2001	Book 3004	Page 117
Quitclaim Deed 4	07/25/2001	Book 3009	Page 456
Quitclaim Deed 5	02/14/2002	Book 3016	Page 790
Quitclaim Deed 6	05/14/2002	Book 3020	Page 196
Quitclaim Deed 7	05/14/2002	Book 3020	Page 280
Quitclaim Deed 8	03/10/2003	Book 3031	Page 517
Quitclaim Deed 9	08/06/2003	Book 3036	Page 795
Quitclaim Deed 10	08/26/2003	Book 3037	Page 798
Quitclaim Deed 11	08/26/2003	Book 3037	Page 819
Quitclaim Deed 12	09/19/2003	Book 3038	Page 728
Quitclaim Deed 13	10/01/2003	Book 3039	Page 291

PART VII

SUMMARY OF DEADLINES

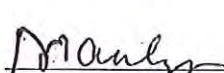
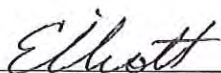
The summary information provided herein is intended only as a guide to the requirements of this Agreement. It is not intended to be all inclusive, nor is it intended to be used as a substitute for the full text of this Agreement.


AGREEMENT CONDITION	ITEM	DUE DATE
II.C.12.	Give notice to the Department of any planned physical alterations or additions to the permitted facility and any solid waste management units.	As soon as possible
II.C.12.	Report any noncompliance with this Agreement that may endanger human health or the environment.	Orally within 24 hours from the time the MDA becomes aware of the circumstances. Written submission shall also be provided within 5 calendar days of the time that the MDA becomes aware of the circumstances
II.G.	Waste Minimization Certification	Annually
II.H.2. and 4.	Update cost estimates	No later than 30 calendar days after the Department has approved a modification to the Closure Plan, Post-Closure Plan, or Corrective Action Plan, or any other plan required or referenced by this Agreement, if the change in the plan results in an increase in the amount of the cost estimate and annually as required by ADEM Admin. Code Rule 335-14-5-.08(3)(b), (5)(b), and (10)(b)
II.J.	Submit a written request for an Agreement modification pursuant to the requirements of ADEM Admin. Code Rule 335-14-8-.04(2).	At least 60 calendar days prior to a proposed change in facility design or operation.
III.B.2.	Notify the Department, in writing, of the discovery of any additional SWMUs	Within 15 calendar days of discovery
III.B.4.	Submit an SAR for each SWMU identified under III.B.2.	Within 90 calendar days of notification.
III.C.1.	Notify the Department, in writing, of any newly discovered release(s) of hazardous waste or hazardous constituents from SWMUs or AOCs discovered during the course of groundwater monitoring, field investigations, environmental audits, or other means.	Within 15 calendar days of discovery
III.D.7.	Submit quarterly RFI progress reports.	Quarterly basis following the initiation of the RFI

AGREEMENT CONDITION	ITEM	DUE DATE
III.D.8.	Submit RFI Report	Within 90 calendar days from the completion of investigation activities.
III.E.2.	Submit CMI Plan	Within 180 calendar days following the submittal of an RFI Report, or within 180 calendar days following submittal of a final feasibility study/CMS if required by the Army or the MDA, or within 180 calendar days following notification from the Department that a CMI Plan is required, whichever occurs earlier.
III.E.3.	Demonstrate financial assurance for completing the approved remedy.	Within 120 calendar days after this Agreement has been modified in accordance with Agreement Condition III.E.3.
III.F.3.	Submit IM Report	Within 90 calendar days of completion of IM.
IV.B.5.a.	Submit to the local zoning authority, or the authority with jurisdiction over local land use, and to the Department, a survey plat indicating the location and dimensions of the SWMUs, AOCs, sites, parcels and capped or partially remediated areas with respect to permanently surveyed benchmarks, the locations of sampling points, and the concentrations of hazardous constituents detected	Within 90 calendar days following the effective date of an Agreement modification addressing remedy selection.
IV.B.6.	Record in the probate judge's office an environmental covenant that will in perpetuity notify any potential purchaser of the property that the land is contaminated with hazardous constituents that exceed residential standards, the use of the property is restricted and the purchaser must notify the MDA before work is conducted in the contaminated area. Applicable certifications and fees should be submitted to ADEM.	No later than the submission of the survey plat required in Condition IV.B.5.a.
IV.D.3.	Begin submitting semi-annual CM Effectiveness Reports if required	180 calendar days following the Department's approval of the Final CMI Report
IV.D.4.	Submit a Final Report of Corrective Measures (FRCM)	Within 90 calendar days following attainment of cleanup levels/goals

PART VIII
SIGNATORIES

The undersigned warrant that they are authorized to bind legally their respective principals to this Agreement. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all which shall constitute one and same Agreement.

  _____ Date 7-19-19
Lance R. LeFleur
Director
Alabama Department of Environmental Management

 _____ Date 6-4-2019
Phil Webb
Chairman
McClellan Development Authority