

**FINDING OF SUITABILITY TO TRANSFER
(FOST)**

**Horsham Memorial U.S. Army Reserve Center
(PA046)**

Horsham, Pennsylvania

August 2011

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1. PURPOSE

The purpose of this Finding of Suitability to Transfer (FOST) is to document the environmental suitability of property at the Horsham Memorial United States Army Reserve (USAR) Center, located in Horsham Township, Pennsylvania, for transfer to the Hatboro Horsham School District consistent with Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) Section 120(h) and Department of Defense (DOD) policy. In addition, the FOST includes the CERCLA Access Provision and other Deed Provisions and the Environmental Protection Provisions (EPPs) necessary to protect human health or the environment after such transfer.

2. PROPERTY DESCRIPTION

The property consists of approximately 7 acres, which includes two permanent buildings: Administration Building and an Organizational Maintenance Shop (OMS). The property was previously used for administrative, training and logistical purposes and vehicle and equipment maintenance. The property is intended to be transferred for reuse as vehicle and parts storage, vehicle maintenance, and recreational playfield facilities and is consistent with the intended reuse of the property as set forth in the Hatboro Horsham School District Reuse Plan. A site map of the property is attached (Enclosure 1).

3. ENVIRONMENTAL DOCUMENTATION

A determination of the environmental condition of the property was made based upon an Environmental Condition of Property (ECP) Report prepared in April 2007 and supplemented by an ECP Update Report finalized in June 2011. The information provided is a result of a search of agency files during the development of these environmental surveys.

A list of documents providing information on environmental conditions of the property is attached (Enclosure 2).

4. ENVIRONMENTAL CONDITION OF PROPERTY

The DOD Environmental Condition of Property (ECP) categories for the property are as follows:

ECP Category 2: Horsham Memorial USAR Center (PA046)

A summary of the ECP categories for specific buildings, parcels, or operable units and the ECP category definitions is provided in Table 1 – Description of Property (Enclosure 3).

4.1. Environmental Remediation Sites

The following remediation/investigation sites located on the property: 1) In August 1993, a soil investigation in the vicinity of a former 2,000-gallon No. 2 fuel oil UST identified a petroleum release above PADEP standards. Additional post-excavation samples were collected and analyzed, and did not exceed PADEP standards; 2) In February 1995, a preliminary assessment screening report prepared by the USACE Baltimore District identified a debris storage area, covered with a tarpaulin, on the east side of the OMS building that was used to store hazardous material and contaminated soil. Soil sampling was conducted in 1999 and 2001 along the fence line and concluded that no evidence exists to suggest that past site practices at the Property have significantly impacted the quality of soil along the fence line between the Property and Hallowell Elementary. In a letter dated 2001, PADEP concurred with the conclusions of the investigations and required no further action for this area. Refer to Section 3.3.2 of the 2007 ECP Report for additional information. All environmental soil and groundwater remediation/investigation activities on the property have been completed.

4.2. Storage, Release, or Disposal of Hazardous Substances

There is no evidence that hazardous substances were stored, released or disposed of on the Property in excess of 40 CFR Part 373 reportable quantities. Refer to Section 3.3 of the 2007 ECP Report for additional information. See Table 2 – Notification of Hazardous Substance Storage, Release, or Disposal (Enclosure 4).

4.3. Petroleum and Petroleum Products

4.3.1. Underground and Above-Ground Storage Tanks (UST/AST)

- **Current UST/AST Sites** - There are no underground and/or above-ground petroleum storage tanks (UST/AST) on the property.
- **Former UST/AST Sites** - There were two underground (USTs) on the property that have been removed. Petroleum product releases occurred at the following sites: Fuel oil contamination was identified in the soil surrounding a 2,000-gallon No. 2 fuel oil UST adjacent to the OMS building. The release was remediated by over excavation and additional post-excavation samples did not exceed PADEP standards. Because these tanks were used to supply fuel oil for space heating, they are unregulated by the federal government and by the state of Pennsylvania (PADEP). Refer to 3.4 of the 2007 ECP Report for additional information.

4.3.2. Non-UST/AST Storage, Release, or Disposal of Petroleum Products

There is no evidence that non-UST/AST petroleum products in excess of 55 gallons were stored for one year or more on the property.

A summary of the UST/AST petroleum product activities is provided in Table 3 – Notification of Petroleum Products Storage, Release, or Disposal (Enclosure 5).

4.4. Polychlorinated Biphenyls (PCB)

There is no evidence that PCB-containing equipment is located or was previously located on the property. There are two pad-mounted transformers located on the Property. These transformers are monitored and managed by Pennsylvania Energy Company (PECO), appeared to be in good condition at the time of the site reconnaissance, and were determined not to be leaking.

4.5. Asbestos

There is asbestos-containing material (ACM) remaining in the following buildings: Administration Building. The ACM includes non-friable floor tile, mastic, and aerosol pipe wrap. See the 2007 ECP report for additional information. The ACM does not currently pose a threat to human health or the environment because all friable asbestos that posed an unacceptable risk to human health has been removed or encapsulated. The deed will include an asbestos warning and covenant (Enclosure 7).

4.6. Lead-Based Paint (LBP) and Lead-Contaminated Dust (Lead Dust) Hazards

The administration building and the OMS are known or presumed to contain lead-based paint (LBP). See Section 3.5.20 of the 2007 ECP Report for additional information.

The administration building contains lead dust associated with a former indoor firing range in the building. This area was cleaned in October 2002 and confirmation dust wipe samples were taken from various locations and submitted to a laboratory to determine any remaining lead contamination in surface dust levels. The dust wipe sample results were below 200 micrograms per square foot $\mu\text{g}/\text{ft}^2$). Four of the wipe sample results were above the Environmental Protection Agency's dust-lead hazard standard of 40 ($\mu\text{g}/\text{ft}^2$) for residential properties. Refer to Section 3.5.18 of the 2007 ECP Report for additional information.

The property was not used for residential purposes. The deed will include a lead-based paint warning and covenant (Enclosure 7). The Transferee will comply with the terms of the lead-based paint covenant prior to using the property for residential purposes in the future.

4.7. Radiological Materials

There is no evidence that significant radioactive material or sources were stored, used, or released at the property.

4.8. Radon

Radon surveys were conducted in 2004 in the administration and OMS buildings on the property. Radon was not detected at above the EPA residential action level of 4 picocuries per liter (pCi/L) in the buildings.

4.9. Munitions and Explosives of Concern (MEC)

Based on a review of existing records and available information, there is no evidence that Munitions and Explosives of Concern (MEC) are present on the property. In addition the property has historically been used as an administrative and vehicle maintenance facility. The term "MEC" means military munitions that may pose unique explosives safety risks, including: (A) unexploded ordnance (UXO), as defined in 10 U.S.C. §101(e)(5); (B) discarded military munitions (DMM), as defined in 10 U.S.C. §2710(e)(2); or (C) munitions constituents (e.g., TNT, RDX), as defined in 10 U.S.C. §2710(e)(3), present in high enough concentrations to pose an explosive hazard.

4.10. Other Property Conditions

There are no other hazardous conditions on the property that present an unacceptable risk to human health and the environment.

5. ADJACENT PROPERTY CONDITIONS

There are no conditions adjacent to the property that present an unacceptable risk to human health and the environment.

6. ENVIRONMENTAL REMEDIATION AGREEMENTS

There are no environmental remediation orders or agreements applicable to the property being transferred. The deed will include a provision reserving the Army's right to conduct remediation activities if necessary in the future (Enclosure 6).

7. REGULATORY/PUBLIC COORDINATION

The U.S. EPA Region 2, the Pennsylvania Department of Environmental Protection (PADEP), and the public were notified of the initiation of this FOST. Regulatory/public comments received during the public comment period will be reviewed and incorporated, as appropriate. A copy of the regulatory/public comments and the Army Response will be included at Enclosure 8.

8. NATIONAL ENVIRONMENTAL POLICY ACT (NEPA) COMPLIANCE

The environmental impacts associated with the proposed transfer of the property have been analyzed in accordance with the National Environmental Policy Act (NEPA). The results of this analysis are documented in the Environmental Assessment for BRAC 05 Recommendation for Closure, Disposal, and Reuse of the Horsham Memorial U.S. Army Reserve Center, Horsham Township, Pennsylvania. There were no encumbrances or conditions identified in the NEPA analysis as necessary to protect human health or the environment.

9. FINDING OF SUITABILITY TO TRANSFER

Based on the above information, I conclude that all removal or remedial actions necessary to protect human health and the environment have been taken and the property is transferable under CERCLA Section 120(h). In addition, all Department of Defense requirements to reach a finding of suitability to transfer have been met, subject to the terms and conditions set forth in the attached Environmental Protection Provisions that shall be included in the deed for the property. The deed will also include an Access Provision, enabling access in the event of a latent discovery of contamination caused by prior Department of Defense operations, and Other Deed Provisions.

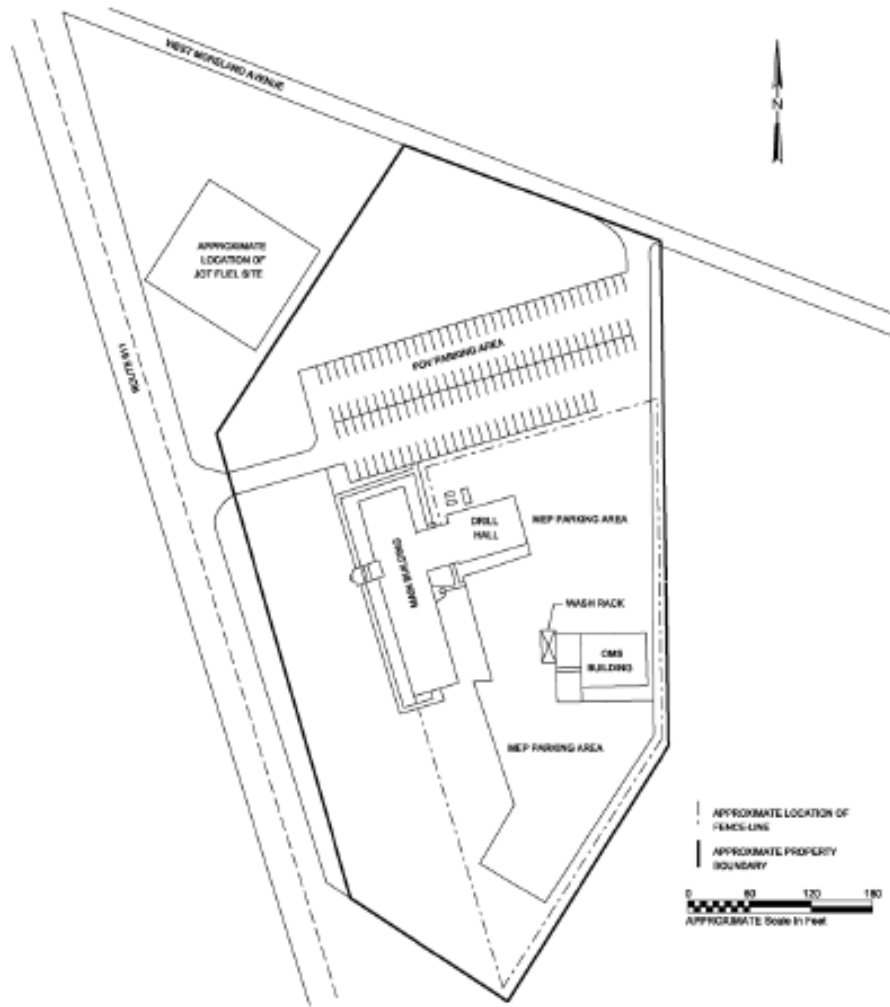
WILLIAM D. R. WAFF
Major General

Date

8 Enclosures

- Encl 1 -- Site Map of Property
- Encl 2 -- Environmental Documentation
- Encl 3 -- Table 1 -- Description of Property
- Encl 4 -- Table 2 -- Notification of Hazardous Substance Storage, Release, or Disposal
- Encl 5 -- Table 3 -- Notification of Petroleum Product Storage, Release, or Disposal
- Encl 6 -- Access Provision and Other Deed Provisions
- Encl 7-- Environmental Protection Provisions
- Encl 8 -- Regulatory/Public Comments and Army Response

ENCLOSURE 1 SITE MAP OF PROPERTY



*Source: 2007 ECP Report

ENCLOSURE 2

ENVIRONMENTAL DOCUMENTATION

Document	Source
Environmental Condition of Property Report for Horsham Memorial U.S. Army Reserve Center (PA046), Horsham Township, Montgomery County, Pennsylvania, prepared by CH2M Hill, April 2007	USACE
Environmental Condition of Property Update Report, Horsham Memorial U.S. Army Reserve Center (PA046), Horsham, Pennsylvania, prepared by XCEL Engineering, Inc., July 2011	USACE
Environmental Assessment For BRAC 05 Recommendation for Closure, Disposal, and Reuse of the Horsham Memorial U.S. Army Reserve Center, Horsham Township, Pennsylvania, Finding of No Significant Impact, April, 11, 2011	99th RSC

ENCLOSURE 3

TABLE 1 – DESCRIPTION OF PROPERTY

Building Number and Property Description	Condition Category	Remedial Actions
The entire Parcel, including all buildings	2	<p>Complete. In August 1993, a soil investigation in the vicinity of a former 2,000-gallon No. 2 fuel oil UST identified a petroleum release above PADEP standards. Additional post-excavation samples were collected and analyzed, and did not exceed PADEP standards. Refer to 3.4 of the 2007 ECP Report for additional information.</p> <p>In February 1995, a preliminary assessment screening report prepared by the USACE Baltimore District identified a debris storage area, covered with a tarpaulin, on the east side of the OMS building that was used to store hazardous material and contaminated soil. Soil sampling was conducted in 1999 and 2001 along the fence line and concluded that no evidence exists to suggest that past site practices at the Property have significantly impacted the quality of soil along the fence line between the Property and Hallowell Elementary. In a letter dated 2001, PADEP concurred with the conclusions of the investigations and required no further action for this area. Refer to Section 3.3.2 of the 2007 ECP Report for additional information.</p>

- Category 1: Areas where no release or disposal of hazardous substances or petroleum products has occurred. (including no migration of these substances from adjacent areas)
- Category 2: Areas where only release or disposal of petroleum products has occurred.
- Category 3: Areas where release, disposal, and/or migration of hazardous substances has occurred, but at concentrations that do not require a removal or remedial response.
- Category 4: Areas where release, disposal, and/or migration of hazardous substances has occurred, and all removal or remedial actions to protect human health and the environment have been taken).

ENCLOSURE 4

TABLE 2 – NOTIFICATION OF HAZARDOUS SUBSTANCE STORAGE, RELEASE, OR DISPOSAL

Building Number	Name of Hazardous Substance(s)	Date of Storage, Release, or Disposal	Remedial Actions
The entire Parcel including all buildings.	No hazardous substances were stored, released or disposed of on the property in excess of 40 CFR Part 373 reportable quantities.	1959 to Present	None required. Actions required for petroleum products are described in Table 3 – Notification of Petroleum Products Storage, Release, or Disposal (Enclosure 5).
<p>* The information contained in this notice is required under the authority of regulations promulgated under section 120(h) of the Comprehensive Environmental Response, Liability, and Compensation Act (CERCLA or ‘Superfund’) 42 U.S.C. §9620(h). This table provides information on the storage of hazardous substances for one year or more in quantities greater than or equal to 1,000 kilograms or the hazardous substance’s CERCLA reportable quantity (which ever is greater). In addition, it provides information on the known release of hazardous substances in quantities greater than or equal to the substances CERCLA reportable quantity. See 40 CFR Part 373.</p>			

ENCLOSURE 5

TABLE 3 – NOTIFICATION OF PETROLEUM PRODUCT STORAGE, RELEASE, OR DISPOSAL

Building Number	Name of Petroleum Product(s)	Date of Storage, Release, or Disposal	Remedial Actions
Adjacent to OMS	Fuel oil	unknown-1993	Complete. In August 1993, a soil investigation in the vicinity of a former 2,000-gallon No. 2 fuel oil UST identified a petroleum release above PADEP standards. Additional post-excavation samples were collected and analyzed, and did not exceed PADEP standards. Refer to 3.4 of the 2007 ECP Report for additional information.
East Side of OMS (Fence Line Area)	Unknown	Unknown	In February 1995, a preliminary assessment screening report prepared by the USACE Baltimore District identified a debris storage area, covered with a tarpaulin, on the east side of the OMS building that was used to store hazardous material and contaminated soil. Soil sampling was conducted in 1999 and 2001 along the fence line and concluded that no evidence exists to suggest that past site practices at the Property have significantly impacted the quality of soil along the fence line between the Property and Hallowell Elementary. In a letter dated 2001, PADEP concurred with the conclusions of the investigations and required no further action for this area. Refer to Section 3.3.2 of the 2007 ECP Report for additional information.

ENCLOSURE 6

CERCLA NOTICE, COVENANT, AND ACCESS PROVISIONS AND OTHER DEED PROVISIONS

The following Access Provisions along with the Other Deed Provisions, will be placed in the deed in a substantially similar form to ensure protection of human health and the environment and to preclude any interference with ongoing or completed remediation activities.

1. RIGHT OF ACCESS

A. The United States retains and reserves a perpetual and assignable easement and right of access on, over, and through the property, to enter upon the property in any case in which an environmental response action or corrective action is found to be necessary on the part of the United States, without regard to whether such environmental response action or corrective action is on the Property or on adjoining or nearby lands. Such easement and right of access includes, without limitation, the right to perform any environmental investigation, survey, monitoring, sampling, testing, drilling, boring, coring, test-pitting, installing monitoring or pumping wells or other treatment facilities, response action, corrective action, or any other action necessary for the United States to meet its responsibilities under applicable laws and as provided for in this instrument. Such easement and right of access shall be binding on the Grantee and its successors and assigns and shall run with the land.

B. In exercising such easement and right of access, the United States shall provide the Grantee or its successors or assigns, as the case may be, with reasonable notice of its intent to enter upon the Property and exercise its rights under this clause, which notice may be severely curtailed or even eliminated in emergency situations. The United States shall use reasonable means to avoid and to minimize interference with the Grantee's and the Grantee's successors' and assigns' quiet enjoyment of the property. At the completion of work, the work site shall be reasonably restored. Such easement and right of access includes the right to obtain and use utility services, including water, gas, electricity, sewer, and communications services available on the Property at a reasonable charge to the United States. Excluding the reasonable charges for such utility services, no fee, charge, or compensation will be due the Grantee nor its successors and assigns, for the exercise of the easement and right of access hereby retained and reserved by the United States.

C. In exercising such easement and right of access, neither the Grantee nor its successors and assigns, as the case may be, shall have any claim at law or equity against the United States or any officer, employee, agent, contractor of any tier, or servant of the United States based on actions taken by the United States or its officers, employees, agents, contractors of any tier, or servants pursuant to and in accordance with this covenant. In addition, the Grantee, its successors and assigns, shall not interfere with any response action or corrective action conducted by the Grantor on the Property.

2. “AS IS”

A. The Grantee acknowledges that it has inspected or has had the opportunity to inspect the Property and accepts the condition and state of repair of the subject Property. The Grantee understands and agrees that the Property and any part thereof is offered “AS IS” without any representation, warranty, or guaranty by the Grantor as to quantity, quality, title, character, condition, size, or kind, or that the same is in condition or fit to be used for the purpose(s) intended by the Grantee, and no claim for allowance or deduction upon such grounds will be considered.

B. No warranties, either express or implied, are given with regard to the condition of the Property, including, without limitation, whether the Property does or does not contain asbestos or lead-based paint. The Grantee shall be deemed to have relied solely on its own judgment in assessing the overall condition of all or any portion of the Property, including, without limitation, any asbestos, lead-based paint, or other conditions on the Property. The failure of the Grantee to inspect or to exercise due diligence to be fully informed as to the condition of all or any portion of the Property offered, will not constitute grounds for any claim or demand against the United States.

C. Nothing in this “As Is” provision will be construed to modify or negate the Grantor’s obligation under CERCLA or any other statutory obligations.

3. HOLD HARMLESS

A. To the extent authorized by law, the Grantee, its successors and assigns, covenant and agree to indemnify and hold harmless the Grantor, its officers, agents, and employees from (1) any and all claims, damages, judgments, losses, and costs, including fines and penalties, arising out of the violation of the NOTICES, USE RESTRICTIONS, AND RESTRICTIVE COVENANTS in this Deed by the Grantee, its successors and assigns, and (2) any and all claims, damages, and judgments arising out of, or in any manner predicated upon, exposure to asbestos, lead-based paint, or other condition on any portion of the Property after the date of conveyance.

B. The Grantee, its successors and assigns, covenant and agree that the Grantor shall not be responsible for any costs associated with modification or termination of the NOTICES, USE RESTRICTIONS, AND RESTRICTIVE COVENANTS in this Deed, including without limitation, any costs associated with additional investigation or remediation of asbestos, lead-based paint, or other condition on any portion of the Property.

C. Nothing in this Hold Harmless provision will be construed to modify or negate the Grantor’s obligation under CERCLA or any other statutory obligations.

4. POST-TRANSFER DISCOVERY OF CONTAMINATION

A. If an actual or threatened release of a hazardous substance or petroleum product is discovered on the Property after the date of conveyance, Grantee, its successors or assigns, shall be responsible for such release or newly discovered substance unless Grantee is able to demonstrate that such release or such newly discovered substance was due to Grantor’s activities, use, or

ownership of the Property. If the Grantee, its successors or assigns believe the discovered hazardous substance is due to Grantor's activities, use or ownership of the Property, Grantee will immediately secure the site and notify the Grantor of the existence of the hazardous substances, and Grantee will not further disturb such hazardous substances without the written permission of the Grantor.

B. Grantee, its successors and assigns, as consideration for the conveyance of the Property, agree to release Grantor from any liability or responsibility for any claims arising solely out of the release of any hazardous substance or petroleum product on the Property occurring after the date of the delivery and acceptance of this Deed, where such substance or product was placed on the Property by the Grantee, or its successors, assigns, employees, invitees, agents or contractors, after the conveyance. This paragraph shall not affect the Grantor's responsibilities to conduct response actions or corrective actions that are required by applicable laws, rules and regulations, or the Grantor's indemnification obligations under applicable laws.

5. ENVIRONMENTAL PROTECTION PROVISIONS

The Environmental Protection Provisions are at Exhibit ____, which is attached hereto and made a part hereof. The Grantee shall neither transfer the property, lease the property, nor grant any interest, privilege, or license whatsoever in connection with the property without the inclusion of the Environmental Protection Provisions contained herein, and shall require the inclusion of the Environmental Protection Provisions in all further deeds, easements, transfers, leases, or grant of any interest, privilege, or license.

ENCLOSURE 7

ENVIRONMENTAL PROTECTION PROVISIONS

The following conditions, restrictions, and notifications will be attached, in a substantially similar form, as an exhibit to the deed and be incorporated therein by reference in order to ensure protection of human health and the environment.

1. NOTICE OF THE PRESENCE OF ASBESTOS AND COVENANT

A. The Grantee is hereby informed and does acknowledge that non-friable asbestos or asbestos-containing material (“ACM”) has been found on the Property. The Property may contain improvements, such as buildings, facilities, equipment, and pipelines, above and below the ground, that contain non-friable asbestos or ACM. The Occupational Safety and Health Administration (OSHA) and the Environmental Protection Agency have determined that such unprotected or unregulated exposure to airborne asbestos fibers increases the risk of asbestos-related diseases, including certain cancers that can result in disability or death.

B. The Grantee covenants and agrees that its use and occupancy of the Property will be in compliance with all applicable laws relating to asbestos. The Grantee agrees to be responsible for any remediation or abatement of asbestos found to be necessary on the Property to include ACM in or on buried pipelines that may be required under applicable law or regulation.

C. The Grantee acknowledges that it has inspected or has had the opportunity to inspect the Property as to its asbestos and ACM condition and any hazardous or environmental conditions relating thereto. The Grantee shall be deemed to have relied solely on its own judgment in assessing the overall condition of all or any portion of the Property, including, without limitation, any asbestos or ACM hazards or concerns.

2. NOTICE OF THE PRESENCE OF LEAD-BASED PAINT (LBP) AND COVENANT AGAINST THE USE OF THE PROPERTY FOR RESIDENTIAL PURPOSE

A. The Grantee is hereby informed and does acknowledge that all buildings on the Property, which were constructed or rehabilitated prior to 1978, are presumed to contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Every purchaser of any interest in Residential Real Property on which a residential dwelling was built prior to 1978 is notified that there is a risk of exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning.

B. The Grantee covenants and agrees that it shall not permit the occupancy or use of any buildings or structures on the Property as Residential Property, as defined under 24 Code of Federal Regulations Part 35, without complying with this section and all applicable federal, state, and local laws and regulations pertaining to lead-based paint and/or lead-based paint hazards. Prior to permitting the occupancy of the Property where its use subsequent to sale is intended for residential habitation, the Grantee specifically agrees to perform, at its sole expense, the Army's abatement

requirements under Title X of the Housing and Community Development Act of 1992 (Residential Lead-Based Paint Hazard Reduction Act of 1992).

C. The Grantee acknowledges that it has inspected or has had the opportunity to inspect the Property as to its lead-based paint content and condition and any hazardous or environmental conditions relating thereto. The Grantee shall be deemed to have relied solely on its own judgment in assessing the overall condition of all or any portion of the Property, including, without limitation, any lead-based paint hazards or concerns.

ENCLOSURE 8

REGULATORY/PUBLIC COMMENTS & ARMY RESPONSE

- The Notice of Availability was placed in the Philadelphia Inquirer and the Draft FOST was placed at the Horsham Township Library from _____ to _____ (see attached [attached affidavit and actual NOA from paper below, will be inserted after public comment period]). No public comments were received during the review period.
- The Draft FOST was sent to PADEP on 08/05/2011. NYSDEC concurred with the findings in the FOST in a letter dated _____.
- The Draft FOST was sent to US EPA Region 2 on 08/05/2011. The EPA responded in an email dated _____ stating the Federal Facilities Branch at Region 2 does not review FOSTs for non-BRAC ECP Category 1-4 sites.
- No Army response to comments necessary, as no comments were received upon 30-day comment period completion.