

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

**BURLINGTON MEMORIAL UNITED STATES ARMY RESERVE CENTER (USARC)
(IA019)
17879 Highway 79
Middletown, Iowa 52638
December 2013**

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1 Purpose

The purpose of this Finding of Suitability to Transfer (FOST) is to document the environmental suitability of certain parcels or property at the Burlington Memorial US Army Reserve Center (IA019) for disposal through public sale consistent with Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) Section 120(h) and Department of Defense (DOD) policy. In addition, the FOST includes an Access Provision and other Deed Provisions and Environmental Protection Provisions (EPPs) necessary to protect human health or the environment after such transfer.

2 PROPERTY DESCRIPTION

The Property consists of approximately 11 acres, which includes two permanent structures, a personally-owned vehicle (POV) parking lot and military equipment parking (MEP) area. The structures include a 14,765 -square-foot (ft²) Administrative Building and a 3,036 ft² Organizational Maintenance Shop (OMS). The Property was previously used as a United States Army Reserve Center (USARC) primarily for administrative, maintenance, and training activities. The Property is intended to be disposed through public sale administered by the General Services Administration. 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 dated February 2007, as supplemented by an ECP Update Report dated November 2013, in conjunction with the preparation of this FOST.¹ The information provided is a result of a complete search of agency files during the development of the environmental surveys.

A complete list of documents providing information on the environmental condition of the Property is attached (Enclosure 2).

¹ Note that Army Regulation 200-1, *Environmental Protection and Enhancement*, Dec 13, 2007, has adopted the use of ECP Reports rather than EBS Reports as a means to document the condition of property; however, the basic information required to be addressed is substantially the same. The February 2007 ECP Report and the November 2013 ECP Update Report are in conformance with the revised AR 200-1.

4 Environmental Condition of Property

The DoD Environmental Condition of Property category for the Property is as follows:

ECP Category 2: Entire parcel, including all building structures.

A summary of the ECP categories for parcels and the ECP category definitions are provided in Table 1—Description of Property (Enclosure 3).

4.1 ENVIRONMENTAL REMEDIATION SITES

There are no environmental investigation/remediation sites and no evidence of groundwater contamination on the Property.

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 the 40 CFR Part 373 reportable quantities. See Section 3.3 of the 2007 ECP Report for additional information.

4.3 PETROLEUM AND PETROLEUM PRODUCTS

4.3.1 UNDERGROUND AND ABOVE-GROUND STORAGE TANKS

There is no evidence that petroleum products were stored in underground or above-ground storage tanks on the Property.

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.

The oil-water separator (OWS) on the south side of the OMS was investigated in 2000 and 2003. Soil samples were analyzed for Gasoline Range Organics (GRO) and Diesel Range Organics (DRO). No GRO or DRO were detected in soils. Monitoring wells were installed in 2003. Laboratory-estimated values of DRO were detected in two groundwater samples at the Property. The estimated detections of DRO were below the reporting limit and were significantly below the State action level. A summary of non-UST/AST petroleum activities is provided in Table 2—Notification of Petroleum Products Storage, Release, or Disposal (Enclosure 4).

4.4 POLYCHLORINATED BIPHENYLS

The following equipment is located on the Property and may contain PCBs: one pad-mounted transformer. The pad-mounted transformer is located near the entrance/driveway of the Property off Highway 79. This equipment is owned and operated by the utility provider and has been determined not to be leaking.

4.5 ASBESTOS

There is asbestos-containing material (ACM) in the Administration building and OMS building. Confirmed ACMs identified in the Administration building and the OMS building include floor tile and mastic, pipe insulation, and caulking. See Asbestos Inspection Report (AH Environmental Consultants, 2007) for more information. Presumed ACMs include fire doors, electrical wiring insulation, vibration cloth, and roofing materials. The confirmed and presumed ACMs were observed to be in good condition at the time of the 2013 field inspection. See the Asbestos Survey Update Report (88th RSC, 2013) for additional information. Any remaining friable asbestos that has not been removed or encapsulated will not present an unacceptable risk to human health because the transferee assumes responsibility for abatement or management of any ACM in accordance with applicable federal, state, and local requirements. The deed will include an asbestos warning and covenant (Enclosure 6).

4.6 LEAD-BASED PAINT

The following buildings are known or presumed to contain lead-based paint (LBP): Administration building and OMS building. See LBP Summary for the Burlington Memorial USARC (88th RSC, 2006) for additional information. The Property was not used for residential purposes and the Property is not intended for residential purposes in the future. The transferee assumes responsibility for abatement or management of any LBP in accordance with applicable federal, state and local requirements. The deed will include a LBP warning and covenant (Enclosure 6).

4.7 Indoor Firing Ranges

The Administration Building is known to contain lead-contaminated dust from a former indoor firing range. Lead contaminated dust was remediated to concentrations below 200 $\mu\text{g}/\text{ft}^2$. See ECP Report, dated February 2007, for additional information. The deed will include a lead-contaminated dust notice and covenant.

4.8 RADIOLOGICAL MATERIALS

The Administration Building was used for the storage of equipment with low-level sealed radioactive sources. There is no evidence of any release of radiological materials at any of the buildings on the Property. All radioactive materials have been removed from the Property. On April 26, 2012, the Army conducted a radiological site assessment of the Property in compliance with the accepted protocol, the Multi-Agency Radiation Survey

and Site Investigation Manual (Nuclear Regulatory Commission NUREG 1575). The Radiological Site Assessment Report dated July 2012 found no evidence to suggest that any radiological commodities were improperly managed at the Property or that any residual radiological material is present at the Property and concluded that no further action is required with respect to the radioactive devices or materials identified. See Radiological Site Assessment Report (Cabrera Services 2012) for additional information.

4.9 RADON

A radon survey was conducted in 1995 on the Property. Radon was not detected above the U.S. Environmental Protection Agency (USEPA) residential action level of 4 picocuries per liter (pCi/L) in the buildings.

4.10 MUNITIONS AND EXPLOSIVES OF CONCERN

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, training, 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.

4.11 OTHER PROPERTY CONDITIONS

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

5. ADJACENT PROPERTY CONDITIONS

There are no conditions adjacent to the property that present an unacceptable risk to human health or the environment. The Iowa Army Ammunition Plant (IAAAP) is adjacent to the Property and was listed on the National Priority List in 1990. The Army has conducted numerous investigations and remedial actions since 1976, and there is no indication that the IAAP presents an unacceptable risk to the Property.

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 5).

7. REGULATORY/PUBLIC COORDINATION

USEPA Region VII, the Iowa Department of Natural Resources (IDNR), and the public were notified of the initiation of this FOST. The IDNR provided comment that no follow-up action was required based on the findings of the FOST. No public comments were received. A copy of the regulatory comments will be included in Enclosures 7.

8. NATIONAL ENVIRONMENTAL POLICY ACT 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 *Final Environmental Assessment For BRAC 2005 Closure, Disposal and Reuse of the Burlington Memorial USARC, Middletown, Iowa*, September 2013. 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 information above, I conclude that all removal or remedial actions necessary to protect human health and the environment have been taken. In addition, all Department of Defense requirements to reach a finding of suitability to transfer have been met, subject to the terms and conditions in the Environmental Protection Provisions that shall be included in the deed for the property. The deed will also include the Access Provision and Other Deed Provisions. Whereas no hazardous substances were stored for one year or more, known to have been released, or disposed of on the parcel, a hazardous substance notification is not required.



FOR THE COMMANDER
KURT F. WAGNER
Colonel, US Army
Director, Public Works
88th Regional Support Command

19 Dec 2013

DATE

Enclosures:

- Encl 1—Site Map of Property
- Encl 2—Environmental Documentation
- Encl 3—Table 1—Description of Property
- Encl 4—Table 2—Notification of Petroleum Products Storage, Release, or Disposal
- Encl 5—Access Provision and Other Deed Provisions
- Encl 6—Environmental Protection Provisions
- Encl 7---Regulatory/Public Comments
- Encl 8---Army Response [intentionally left blank]

ENCLOSURE 1
Location Map of the Property
Site Map of the Property

ENCLOSURE 2

Environmental Documentation

Final Environmental Assessment for BRAC 2005 Closure, Disposal, and Reuse of the Burlington Memorial USARC, Middletown, Iowa, September 2013.

Final Environmental Condition of Property Update Report, November 2013.

Asbestos Survey Update Report, 88th RSC, December 2013.

Final Radiological Assessment Report for the Burlington Memorial USARC (IA019), July 2012.

Final Environmental Condition of Property Update Report, December 2011.

Final Environmental Condition of Property Report, February 2007.

Final Asbestos Inspection Report, 2007.

LBP Summary for Burlington Memorial USARC, 88th RSC, 2006.

Phase II OWS Investigation, US Army Reserve Facility, Middletown, Iowa, March 2003.

Indoor Firing Range Cleanup Report, September 2002.

OWS Soil Sampling, US Army Reserve Facility, Middletown, Iowa, August 2000.

Radon Sampling Results, 1995.

ENCLOSURE 3
TABLE 1—DESCRIPTION OF PROPERTY

Building Number and Property Description	Condition Category	Remedial Actions
Entire Parcel including Administration Building (no assigned building number) and OMS Building (no assigned building number).	2	An OWS was investigated in 2000 and 2003. Groundwater samples showed laboratory estimated levels of DRO below the reporting limit. There were no detections in soil samples. As the estimated concentration of DRO in shallow groundwater was well below the State action level, no further action was taken. The monitoring wells were properly abandoned.

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 PETROLEUM PRODUCT STORAGE, RELEASE OR DISPOSAL

Building Number	Name of Petroleum Product	Date of Storage, Release, or Disposal	Remedial Actions
OMS Building	Oil	2003	An OWS was investigated in 2000 and 2003. Groundwater samples showed laboratory estimated levels of DRO below the reporting limit. There were no detections in soil samples. As the estimated concentration of DRO in shallow groundwater was well below the State action level, no further action was taken. The monitoring wells were properly abandoned.

ENCLOSURE 5

Right of Access Provision and Other Deed Provisions

The following Access Provision, 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 or corrective action is found to be necessary on the part of the United States, without regard to whether such environmental response 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, testpitting, 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 clause. Provided, however, that nothing in this paragraph shall be considered as a waiver by the Grantee and its successors and assigns of any remedy available to them under the Federal Tort Claims Act.

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 obligations 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 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 obligations 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.

5. ENVIRONMENTAL PROTECTION PROVISIONS

The Environmental Protection Provisions are provided in Enclosure 6, 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 6

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 friable and non-friable asbestos or asbestos containing material "ACM" is suspected to be contained in the two buildings on the Property. The Property may also contain improvements, such as buildings, facilities, equipment, and pipelines, above and below the ground, that contain asbestos or ACM. The federal Occupational Safety and Health Administration (OSHA) and the U.S. Environmental Protection Agency have determined that 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 following buildings on the Property are suspected of containing friable asbestos: Administration and OMS buildings. The Grantee agrees to undertake any and all asbestos abatement or remediation in the aforementioned buildings that may be required under applicable law or regulation at no expense to the Grantor. The Grantor has agreed to transfer said buildings to the Grantee, prior to remediation or abatement of asbestos hazards, in reliance upon the Grantee's express representation and covenant to perform the required asbestos abatement or remediation of these buildings.

C. 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 future 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.

D. 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 (LBP). 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 existing 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.

3. PESTICIDE NOTIFICATION AND COVENANT

A. The Grantee is hereby notified and acknowledges that registered pesticides have been applied to the property conveyed herein and may continue to be present thereon. The Grantor and Grantee know of no use of any registered pesticide in a manner (1) inconsistent with its labeling or with Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA) (7 U.S.C. § 136, et seq.) and other applicable laws and regulations, or (2) not in accordance with its intended purposed.

B. The Grantee covenants and agrees that if the Grantee takes any action with regard to the property, including demolition of structures or any disturbance or removal of soil that may expose, or cause a release of, a threatened release of, or an exposure to, any such pesticide, Grantee assumes all responsibility and liability therefor.

4. NOTICE AND COVENANT OF LEAD-CONTAMINATED DUST FROM FORMER USE OF AN INDOOR FIRING RANGE

A. The Administration Building on the Property was formerly used as an indoor firing range. Lead-contaminated dust was remediated and confirmation sampling indicates lead concentrations below 200 $\mu\text{g}/\text{ft}^2$. The Grantee, its successors and assigns are hereby notified and acknowledge that additional lead-contamination dust remediation may be necessary for a particular use or to comply with applicable law. All costs for any additional remediation for lead-contaminated dust shall be at the sole expense of Grantee, its successors and assigns, and not the United States. Furthermore, the remediation of lead-contaminated dust inside buildings is not within the scope of releases that make a response action necessary under CERCLA Section 120(h)(3)(A).

ENCLOSURE 7
Regulatory/Public Comments

ENCLOSURE 8

Army Response

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