

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

Walter Reed Army Medical Center

Building 18

August 2014

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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 former Walter Reed Army Medical Center for transfer to the District of Columbia Local Redevelopment Authority 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 Covenant and Access Provisions 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 one building (Building 18) and the associated lot for a total of 43,325 square feet. Building 18 is formerly known as the Walter Reed Inn and is located at 6825 Georgia Avenue NW, Washington DC 20012, on the southeast corner of Georgia Avenue and Butternut Street, across Georgia Ave from the southeast corner of the former Walter Reed Army Medical Center main campus. The property was previously used as lodging for soldiers assigned to the former Walter Reed Army Medical Center. The property is intended to be transferred for demolition for a new fire house and is consistent with the intended reuse of the property as set forth in the District of Columbia Local Redevelopment Authority 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 the *U.S. Army BRAC 2005 Environmental Condition of Property (ECP) Report, Walter Reed Army Medical Center, Main Post, Washington, D.C, 15 December 2006*, the ECP Updates completed in 2010 and 2013, and the 2014 ECP Update for the Building 18 parcel. The information provided is a result of a complete search of agency files during the development of these environmental surveys.

A complete 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) category for the Building 18 parcel is an ECP 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). 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 and Notice of Petroleum Product Storage, Release, or Disposal (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. The CERCLA 120(h)(4) Covenant and Access provisions at Enclosure 4 will be included in the Deed.

4.3. PETROLEUM AND PETROLEUM PRODUCTS

4.3.1. UNDERGROUND AND ABOVE-GROUND STORAGE TANKS (UST/AST)

- **Current UST/AST Sites** - There are no USTs or ASTs on the property. There is no evidence of petroleum releases.
- **Former UST/AST Sites** – There is no evidence that former UST or AST sites are located 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.

A summary of the petroleum product activities is provided in Table 1 – Description of Property and Notice of Petroleum Product Storage, Release, or Disposal (Enclosure 3).

4.4. POLYCHLORINATED BIPHENYLS (PCB)

The following PCB-containing equipment is located on the property in Building 18: light ballasts. This equipment is operational, and has been determined not to be leaking.

4.5. ASBESTOS

There is asbestos-containing material (ACM) in Building 18. The ACM includes: drywall mud, textured plaster, ceramic tile adhesive (assumed), elevator brakes (assumed) and fire doors (assumed). See the Asbestos Reinspection and Condition Assessment Report for Building 18, Walter Reed Army Medical Center (General Physics Corporation, 2002), the Asbestos Survey Walter Reed Army Medical Center Washington, D.C. – Building 18 (Chamber’s Environmental, Inc. 2010) and Asbestos Re-inspection and Material Survey 2013/2014 (TEC) for additional information.

4.6. LEAD-BASED PAINT (LBP)

Building 18 is presumed to contain lead-based paint (LBP) based on the age of the building (constructed in 1967). See the 2006 ECP and 2010, 2013, and 2014 ECP Updates for additional information. The property was used for residential purposes, and the transferee does not intend to use the property for residential purposes in the future. The deed will include a lead-based paint warning and covenant (Enclosure 5).

4.7. RADIOLOGICAL MATERIALS

There is no evidence that radioactive material or sources were stored or used on the property.

4.8. RADON

There were no radon surveys conducted for Building 18.

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 building was used exclusively as lodging for active duty soldiers. There is no record of MEC being discovered on the property. There is no record that munitions-related activities occurred. 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 3).

7. REGULATORY/PUBLIC COORDINATION

The U.S. Environmental Protection Agency Region III, the District Department of Environment, 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 7.

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 2014 Environmental Assessment for Closure, Disposal, and Reuse of Walter Reed Army Medical Center Washington, DC. There were no encumbrances or condition 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 the Property qualifies as CERCLA §120(h)(4) uncontaminated property and is transferable under that section. 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 include the CERCLA 120(h)(4) Covenant and Access Provisions and Other Deed Provisions. Whereas no hazardous substances or petroleum products were stored for one year or more, known to have been released, or disposed of on the parcel, a hazardous substance or petroleum notification is not required.

AUG 08 2014


William J. O'Donnell II
Chief; Reserve, Industrial and
Medical Branch

Enclosures

Encl 1 -- Site Map of Property

Encl 2 -- Environmental Documentation

Encl 3 -- Table 1 – Description of Property and Notice of Petroleum Product
Storage, Release, or Disposal

Encl 4 – CERCLA Notice, Covenant, and Access Provisions and Other Deed Provisions

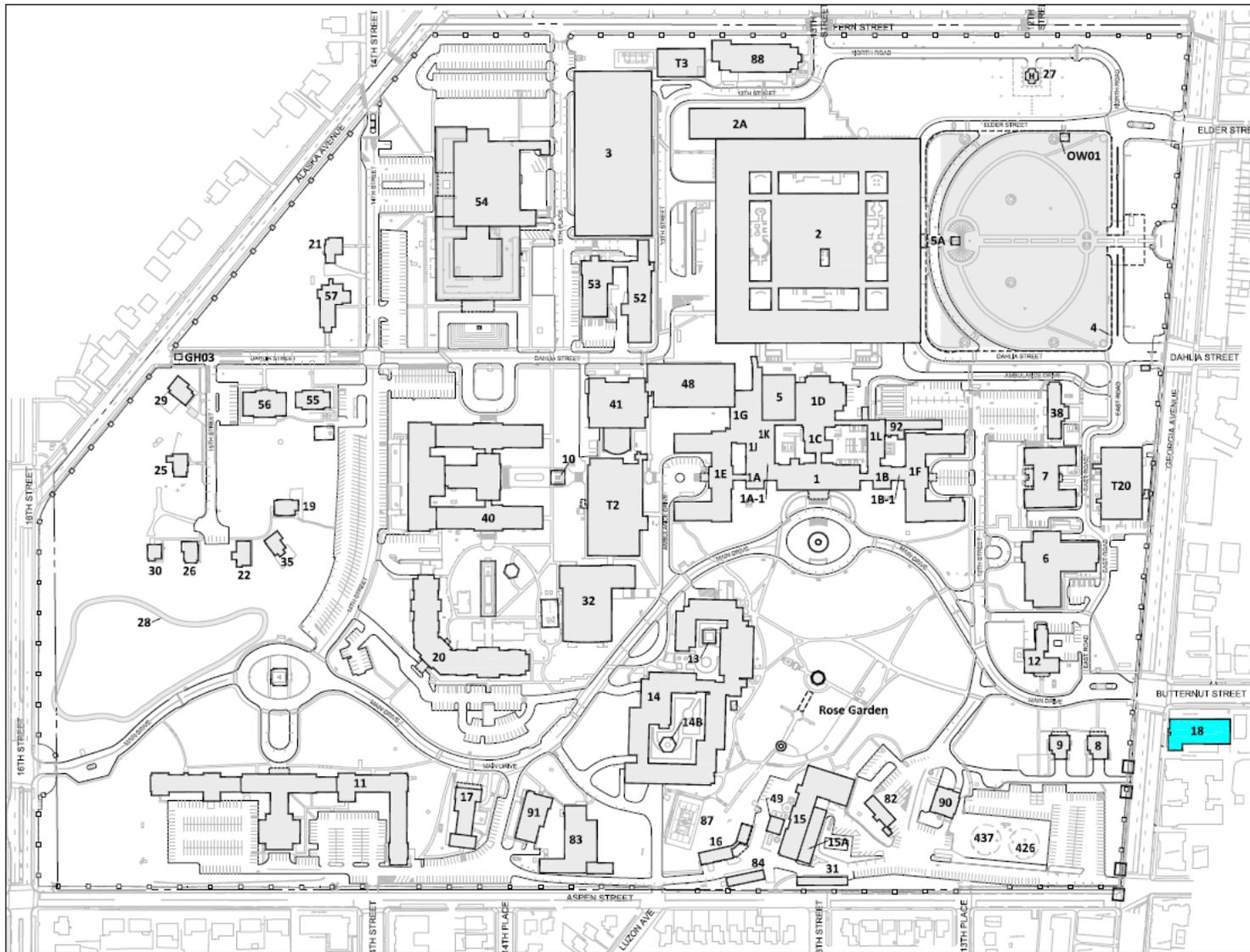
Encl 5 -- Environmental Protection Provisions

Encl 6 -- Regulatory/Public Comments

Encl 7 -- Army Response

ENCLOSURE 1

MAP: SITE MAP WITH BUILDING 18 HIGHLIGHTED



LEGEND

- 1 Old Hospital
- 2 Mess Hall
- 2A Military Advanced Training Center
- 3 Medical Center Strip
- 3A Parking Garage
- 3B Dining Hall
- 4 Patient Vehicle Garage (Underground)
- 5 W.C. Facility
- 6 Border Station
- 7 Medical Administration
- 8 General Officers Quarters
- 9 General Officers Quarters
- 10 Officers Hall
- 11 Provost Marshal/MP Station
- 12 Mess Hall
- 13 Facilities Management
- 14 D.P.W. Storage Facility
- 15 Dues Memorial Hall
- 16 Water Treatment
- 17 Family Housing
- 18 Family Housing
- 19 Family Housing
- 20 Family Housing
- 21 Administration Building
- 22 Family Housing
- 23 Family Housing
- 24 Family Housing
- 25 Family Housing
- 26 Family Housing
- 27 Multi-Purpose Hall
- 28 Physical Fitness Track
- 29 Family Housing
- 30 Family Housing
- 31 Library Annex
- 32 Mess Hall
- 33 Family Housing
- 34 Mess Hall
- 35 Mess Hall
- 36 Mess Hall
- 37 Old Red Cross Building
- 38 Air Conditioning Plant
- 39 Air Conditioning Plant
- 40 Hospital Storehouse
- 41 A.P.I. Therapy/Exam. Center
- 42 A.P.I. Lab and Museum
- 43 Patient House 2
- 44 Patient House 3
- 45 Memorial Chapel
- 46 Auto Garage Center
- 47 D.O.M.
- 48 D.P.W. Storage
- 49 Mail Payroll Court
- 50 Fitness Center
- 51 Post Station Co. HQ
- 52 D.O.M. Administration
- 53 Photo Laboratory

ENCLOSURE 1

MAPS: DETAILED VIEW OF BUILDING 18



US Army, Office of the Assistant Chief of Staff for Installation Management - BRAC Division (DAIM-00B)

ENCLOSURE 2

BUILDING 18 DOCUMENTS

1. Asbestos Re-inspection and Condition Assessment Report for Building 18, Walter Reed Army Medical Center (General Physics Corporation, 2002)
2. Asbestos Survey Walter Reed Army Medical Center Washington, D.C. – Building 18 (Chamber's Environmental, Inc. 2010)
3. Asbestos Re-inspection and Material Survey 2013/214 (TEC) – Building 18
4. Environmental Condition of Property (Shaw Environmental) – 2006
5. Update to the Environmental Condition of Property – May 2010
6. Update to the Environmental Condition of Property – April 2013
7. Update to the Environmental Condition of Property for the Building 18 Parcel – April 2014

ENCLOSURE 3

**TABLE 1
DESCRIPTION OF PROPERTY AND
NOTICE OF PETROLEUM STORAGE, RELEASE, OR DISPOSAL**

Building Number	Name of Petroleum Product(s)	Category	Date of Storage, Release, or Disposal	Remedial Actions
Bldg. 18 Parcel	Hydraulic Oil	1	2005, 2012	The 113-gallon, hydraulic-oil elevator hydraulic tank in the elevator room leaked approximately 50 gallons of oil. This spill was contained in and by the Building 18 elevator room. Spill cleanup is complete and the oil has been drained from the tank. There is no evidence of a petroleum release into the environment.

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

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

The following CERCLA Notice, Covenant, and 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. Property Covered by Covenant and Access Rights Made Pursuant to Section 120(h)(4)(D) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9620(h)(4)(D)):

For the property the Grantor provides the following covenants and retains the following access rights:

A. Covenant Pursuant to Section 120(h)(4)(D)(i) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9620(h)(4)(D)(i)):

Pursuant to section 120(h)(4)(D)(i) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9620(h)(4)(D)(i)), the United States warrants that any response action or corrective action found to be necessary after the date of this deed for contamination existing on the property prior to the date of this deed shall be conducted by the United States.

B. Access Rights Pursuant to Section 120(h)(4)(D)(ii) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9620(h)(4)(D)(ii)):

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.

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

ENCLOSURE 4

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.

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. OTHER DEED PROVISIONS:

A. "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 the CERCLA Covenant [Delete 'Covenant' for Cat 2 Properties] or any other statutory obligations.

B. 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.

ENCLOSURE 4

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 the CERCLA Covenant [Delete 'Covenant' for Cat 2 Properties] or any other statutory obligations.

C. POST-TRANSFER DISCOVERY OF CONTAMINATION

a. If an actual or threatened release of a hazardous substance 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 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.

D. 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 5

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).

ENCLOSURE 5

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.

4. PESTICIDE NOTICE AND COVENANT

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 the 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 purpose.

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 therefore.

ENCLOSURE 6

REGULATORY/PUBLIC COMMENTS

COMMENT #	COMMENT ORIGINATION	COMMENT
1	DC Local Redevelopment Authority	We understand that Enclosure 3 which identifies that an above ground storage tank on the property had a leak will be reviewed so that section 4.3 which identifies that no USTs or ASTs are located on the property under the section titled Former AST/UST is corrected.
2	DC Local Redevelopment Authority	The determination in Enclosure 3 may be contrary to the determination in Section 4.3.2 that no hazardous substances or petroleum products were stored for one year or more, know to have been relapsed or disposed of on the parcel (please note that the DDOE concurrence only addresses LUSTs and no AST storage). Please correct any inconsistency in the FOST.
3	DC Local Redevelopment Authority	Various comments were made regarding the text of the deed provisions of the FOST.

ENCLOSURE 7

ARMY RESPONSE

COMMENT #	ARMY RESPONSE
1	The tank in question is not above the surface of the ground and Title 20 DCMR 5501.3(k) exempts tanks on the floor of a basement from regulation as underground storage tanks. The tank is neither an AST nor UST. The term 'AST', which appears in the table at Enclosure 3, has been changed to 'elevator hydraulic tank'. Also, section 4.3.1 has been corrected to reflect this.
2	Enclosure 3 is consistent with determination in Section 4.3.2 that no hazardous substances or petroleum products were released into the environment. The spill did not impact the environment outside the building, because the spill was confined to the basement of the building.
3	The text of the FOST deed provisions conforms to standard language which the Army includes in each deed to comply with the requirements of applicable laws and regulations.