

FINAL

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

**SUPER FOST I PARCELS
FORT McCLELLAN, CALHOUN COUNTY, ALABAMA**

January 2002

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LIST OF ACRONYMS

ACM	Asbestos Containing Material
ADEM	Alabama Department of Environmental Management
AST	Aboveground Storage Tank
BTEX	Benzene, Toluene, Ethylene and Xylenes
CFR	Code of Federal Regulations
CERCLA	Comprehensive Environmental Response, Compensation and Liability Act
CERFA	Community Environmental Response Facilitation Act
DOD	Department of Defense
DRMO	Defense Reutilization and Marketing Organization
EBS	Environmental Baseline Survey
ECP	Environmental Condition of Property
EIS	Environmental Impact Statement
EPA	Environmental Protection Agency
ESA	Endangered Species Act
FMC	Fort McClellan
FOST	Finding of Suitability to Transfer
FWS	U.S. Fish and Wildlife Service
JPA	Joint Powers Authority
LBP	Lead-Based Paint
MARSSIM	Multi Agency Radiological Survey and Site Investigation Manual
MCL	Maximum Contaminant Level
NEPA	National Environmental Policy Act
NRC	Nuclear Regulatory Commission
OE	Ordnance and Explosives
OSHA	Occupational Safety and Health Administration
PAH	Polyaromatic Hydrocarbons
PCB	Polychlorinated Biphenyl
pCi/L	picocuries per liter
ppb	parts per billion
ppm	parts per million
SHPO	State Historic Preservation Officer
TPH	Total Petroleum Hydrocarbon
TRPH	Total Recoverable Petroleum Hydrocarbon
TSCA	Toxic Substance Control Act
USACE	US Army Corps of Engineers

USAEHA US Army Environmental Hygiene Agency
UST Underground Storage Tank
UXO Unexploded Ordnance
VOC Volatile Organic Compound

FINDING OF SUITABILITY TO TRANSFER

(FOST)

Super FOST I Parcels

Fort McClellan, Calhoun County, Alabama

November 2001

1.0 PURPOSE

The purpose of this Finding of Suitability to Transfer (FOST) is to document the environmental suitability of the First Community Environmental Response Facilitation Act (CERFA) Parcel property (hereafter referred to as the Property), U.S. Army Garrison Fort McClellan (FMC), Alabama, for transferring to the Anniston-Calhoun County Fort McClellan Development Joint Powers Authority (JPA) for use of the Property consistent with Fort McClellan Comprehensive Reuse Plan and with Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) §120(h), and Department of Defense (DOD) and Army policy. In addition, the FOST identifies use restrictions necessary to protect human health or the environment as specified in the attached Environmental Protection Provisions (Attachment 1).

2.0 PROPERTY DESCRIPTION

Fort McClellan is located in Calhoun County in the foothills of the Appalachian Mountains in northeast Alabama (Figure 1). The proposed property for transferring is approximately 2526.3 acres of land with 122 facilities summarized in Table 1 and shown on Figure 2.

3.0 ENVIRONMENTAL CONDITION OF THE PROPERTY

A determination of the environmental condition of the property was made based on the review of existing environmental documents, aerial photographs, recorded chain of title documents, completing associated physical and visual inspection of the site and the properties immediately adjacent to the Super FOST I Parcels property and conducting personnel interviews with FMC Real Estate Personnel. Documents reviewed included the Final Environmental Baseline Survey (EBS) and CERFA Letter Report (January, 1998); U. S. Environmental Protection Agency (EPA) Region IV and the Alabama Department of Environmental Management's (ADEM) conditional concurrence to the CERFA Report; the Disposal and Reuse Environmental Impact Statement (August 1998) and its associated

Record of Decision (June 1999); Asbestos Containing Material Survey Report (1998); Commodity Site Survey Report (March 2000); Select Commodity Site Areas, Final Radiological Status Report (October 2000); Radon Monitoring Report (December 1998); Lead-Based Paint Risk Assessment Report (1995); Polychlorinated Biphenyl (PCB) Transformer Database Files (February 1997); Biological Assessment Report (April 1998); The Military Showplace of the South, Fort McClellan, Alabama, A Historic Building Inventory (June 1993); The Fort McClellan Archives Search Report (July 1999); An Historic Preservation Plan for Fort McClellan, Alabama (September 1994); Final UST Summary Report (April 1999); Final Removal Action Report, Indoor Pistol Ranges at Buildings 141 and 143 (January 2000); Final Underground Storage Tank Closure Assessment Report, (February 2001); Final Site Investigation Report, Former Printing Plant, Building 143 Basement, Parcel 138(7) and the UST at the Administration Building, Building 143, Parcel 37(7), (October 2000); Final Site Investigation Report, Former Printing Plant, Building 144, Parcel 171(7), (October 2000); Final Site Investigation Report, Old Hospital, Parcel 95(7), (October 2000); Final Site Investigation Report, 11th Chemical Motor Pool Area, Parcels 29(7), 30(7), and 74(7), (December 2000); Final Site Investigation Report, Former Printing Plant, Building 3183, Parcel 162(7), (January 2001); Final Site Investigation Report, Former Printing Plant Building 2051, Parcel 173(7), (January 2001); Final Site Investigation Report, Former Quartermaster's Gasoline Storage Area, Parcel 130(7), (January 2001); Final Site Investigation Report, Directorate of Engineering and Housing (DEH) Compound, Parcels 64(7) and 1(7), (February 2001); Final Site Investigation Report, DRMO Area, Parcel 85(7), (February 2001); Final Site Investigation Report, Former Motor Pool Area 1800/1900 Parcels 145(7) and 52(7) and the UST at the Bowling Alley, Building 1928, Parcel 48(7), (February 2001); Final Site Investigation Report, Former Motor Pool Area 600, Parcels 149(7) and 136(7), (February 2001); Final Site Investigation Report, Former Motor Pool Area 2000, Parcels 144(7) and 137(7), (March 2001); Final Site Investigation Report, Old Incinerator Building 5710, Parcel 125(7), (January 2001); Final Site Investigation Report, Former Gas Mask Test Chambers, Parcels 195(7), 196(7), and 198(7), (February 2001); Final Site Investigation Report, Bulk Storage Area, Building 296, Parcel 60(6), (March 2001); Final Site Investigation Report, Drain Field (Building T-459), Parcel 236Q, (March 2001); Final Site Investigation Report, Former Fuel Yard, Parcel 131(7), (March 2001); Final Site Investigation Report, Former Motor Pool Area 800, Parcels 164(7), 11(7), 12(7), and 68(7), (April 2000); Final Site Investigation Report, Trenches West of Remount Creek, Parcel 228(7), (April 2001); Final Site Investigation Report, Ground Scar with Trenches at Driving Course, Parcel 200(7), (April 2001); and Final Site Investigation Report, Golf Course, Parcels 178(7), 83(7), and 141(7), (June 2001).

3.1 Environmental Condition of Property Categories

Table 2 summarizes the DOD Environmental Condition of Property (ECP) Categories and codes. The Property proposed for transferring contains 2409.1 acres of Category 1, 116.7 acres of Category 3, and 0.5 acres of Category 4 sites summarized in Tables 3-1, 3-2, and 3-3, respectively, and shown on Figure 3.

Between 1999 and 2001, site investigations were conducted for Parcels 1(3), 9(3), 11(4), 12(4), 15(3), 29(3), 30(4), 31(4), 33(3), 36(3), 37(3), 39(3), 48(3), 49(3), 50(3), 51(3), 52(3), 56(3), 57(3), 58(3), 60(3), 63(3), 64(3), 68(3), 74(3), 85(3), 95(3), 125(3), 130(3), 131(3), 136(3), 137(3), 138(3), 144(3), 145(3), 149(3), 162(3), 164(3), 167(3), 171(3), 173(3), 178(3), 196(3), 198(3), 200(3), 228(3), 506(3), and 236Q sites. Results of the site investigations indicated that no chemicals associated with the sites present an unacceptable risk to either human health or the environment. “No Further Action” was required for the sites. The above listed properties were previously Category 6 (areas where release, disposal, and or migration of hazardous substance has occurred, but required actions have not yet been taken) and Category 7 (areas that are not evaluated or required additional evaluation) that were reclassified to Category 3 (areas where release, disposal, and or migration of hazardous substance has occurred, but at concentrations that do not require a removal or remedial response) and Category 4 (areas where release, disposal, and or migration of hazardous substance has occurred, and all removal or remedial actions to protect human health and the environment have been taken). Copies of the site investigation reports and decision documents for the referenced sites will be provided to the JPA.

Sites adjacent to the Property are shown on Figure 3 and Table 4. Site investigations are currently ongoing or completed for the CERFA parcels adjacent to the Property to determine presence or absence of contamination.

3.2 Storage, Release, or Disposal of Hazardous Substances

Four Indoor Pistol Ranges were located in the attics of Buildings 141, Parcel 519(4) and Building 143, Parcel 520(4) previously referred to in the EBS as Parcels 16Q-X and 217Q, respectively. The period of operation for the ranges is unknown, however, small arms range activities released lead in excess of the reportable quantities listed in 40 Code of Federal Regulations (CFR) Parts 373 and 302.4. In 1999, all range structures associated with the four Indoor Pistol Ranges, comprising 45 cubic yards of metal and wooden debris and 11.8 cubic yards of sand, were removed, characterized for disposal, and properly disposed of as hazardous, lead-contaminated waste. Based on confirmatory sampling results, it was

concluded that no further action is required at the Indoor Pistol Ranges in Buildings 141 and 143. Table 5 summarizes storage, release, or disposal of hazardous substances on the Property.

3.3 Petroleum and Petroleum Products

3.3.1 Storage, Release, or Disposal of Petroleum Products

Petroleum products in excess of 55 gallons were stored on the Property in two aboveground storage tanks (AST) facilities, Building 296, Parcel 60(3) and Building 888, Parcel 11(4) and 24 underground storage tank (USTs) sites, Facilities S-55, Parcel 33(3); 141F, Parcel 36(3); 143F, Parcel 37(3); 162F, Parcel 63(3); 215W, Parcel 1(3); 273F, Parcel 39(3); 503F, Parcel 9(3); 694D, Parcel 136(3); 888W, Parcel 11(4); 894, Parcel 12(4); 1077F, Parcel 15(3) and 167(3); 1928F, Parcel 48(3); 1929F, Parcel 49(3); 1965F, Parcel 50(3); 1966F, Parcel 51(3); 1997F and 1997D, Parcel 52(3); 2094, Parcel 137(3); 3212F, Parcel 56(3); 3213F, Parcel 57(3); 3293F, Parcel 58(3); 3294/3299, Parcel 29(3); 3298W, Parcel 30(4); 3691G, Parcel 506(3) and 4400, Parcel 31(4).

3.3.2 Underground and Aboveground Storage Tanks (UST/AST)

Above Ground Storage Tanks. Nine former ASTs were used to store petroleum products at the Property. Six 25,000-gallon heating oil and one 1,000-gallon diesel ASTs at Building 296, Parcel 60(3), were removed in 1997. Two 10,000 gallon ASTs at Motor Pool Area 800, Parcel 11(4) were used to store diesel and were removed in 2001.

Underground Storage Tanks. 24 underground storage tank facilities with 28 USTs were used to store petroleum products within the property.

Facility S-55, Parcel 33(3). Facility S-55 consisting of one 4,000-gallon heating oil tank was installed in 1978 and was removed in 1991. During tank removal, soil samples were collected from the four walls and bottom of the excavation. Soil analytical results indicated total lead concentrations ranging from 8.6 to 12 parts per million (ppm) and total petroleum hydrocarbon (TPH) concentrations ranging from 140 to 170 ppm, from the east wall and south wall of the excavation, respectively. Field notes recorded TPH of up to 36,000 ppm. A UST closure assessment was conducted. Three subsurface soil and one groundwater samples were collected and analyzed for benzene, toluene, ethylene and xylenes (BTEX) and TPH. UST closure assessment results indicated that there are no chemicals associated with the site that present an unacceptable risk to either human health or the environment. “No Further Action” is required for the site.

Facility 141F, Parcel 36(3). Facility 141F consisting of one 2,500-gallon heating oil tank was installed in 1972 and was removed and replaced in 1996. During tank removal, the tank appeared to be in good condition. Soil samples were collected and field screened for organic vapors. Evidence of contamination was not observed. Excavated soils were returned to the tank pit upon completion of tank removal. A UST closure assessment was conducted. Three subsurface soil and one groundwater samples were collected and analyzed for BTEX and TPH. UST closure assessment results indicated that there are no chemicals associated with the site that present an unacceptable risk to either human health or the environment. “No Further Action” is required for the site.

Facility 143F, Parcel 37(3). One 4,000-gallon heating oil tank operated since 1976 was removed and replaced in 1996. During tank removal, the tank appeared to be in good condition. Soil samples were collected and field screened for organic vapors. Evidence of contamination was not observed. Excavated soils were returned to the tank pit upon completion of tank removal. A site investigation was conducted for the site. Site investigation results indicated that no chemicals associated with the site present an unacceptable risk to either human health or the environment. “No Further Action” is required for the site.

Facility 162F, Parcel 63(3). Facility 162F consisting of one 2,500-gallon heating oil tank was installed in 1977 and was removed in 1996. During tank removal, the tank appeared to be in good condition. Product odor was not detected within the excavation. Evidence of contamination was not observed. Excavated soils were returned to the tank pit upon completion of tank removal. A UST closure assessment was conducted. Three subsurface soil and one groundwater samples were collected and analyzed for BTEX and TPH. UST closure assessment results indicated that there are no chemicals associated with the site that present an unacceptable risk to either human health or the environment. “No Further Action” is required for the site.

Facility 215W, Parcel 1(3). One 2,000-gallon waste oil tank operated since 1982 was closed in place and replaced with a 2,500-gallon tank in 1994. During tank closure, 5 cubic yards of soil was removed and samples collected. A TPH concentration of 6,000 ppm was detected in stockpiled soils. The excavated soil was transported to the base landfill for thin spreading. Four monitoring wells were installed and groundwater sampled and analyzed for volatile organic compounds (VOCs), total lead, and polyaromatic hydrocarbons (PAHs). A site investigation was conducted for the site. Site investigation results indicated that no

chemicals associated with the site present an unacceptable risk to either human health or the environment. “No Further Action” is required for the site.

Facility 273F, Parcel 39(3). Facility 273F consisting of one 1,000-gallon heating oil tank was installed in 1978 and was removed in 1991. During tank removal, soil samples were collected from the excavation. Soil analytical results indicated total lead concentrations ranging from 14 to 40 ppm and total petroleum hydrocarbon (TPH) concentrations ranging up to 160 ppm. A UST closure assessment was conducted. Three subsurface soil and one groundwater samples were collected and analyzed for BTEX and TPH. UST closure assessment results indicated that there are no chemicals associated with the site that present an unacceptable risk to either human health or the environment. “No Further Action” is required for the site.

Facility 503F, Parcel 9(3). Facility 503F consisting of one 20,000-gallon heating oil tank was installed in 1978 and was closed in place and replaced in 1994. During tank closure, the interior of the tank was accessed and appeared to be in good condition. Soil samples were collected and analyzed for TPH and lead. Soil analytical results indicated total lead concentrations of 24 ppm and TPH concentrations of 10 ppm. A UST closure assessment was conducted. Three subsurface soil and one groundwater samples were collected and analyzed for BTEX and TPH. UST closure assessment results indicated that there are no chemicals associated with the site that present an unacceptable risk to either human health or the environment. “No Further Action” is required for the site.

Facility 694D, Parcel 136(3). Facility 694D consisting of one 10,000-gallon diesel tank was installed in 1942 and was removed in 1986. Geophysical surveys were conducted to determine the presence or absence of the UST and/or the associated piping. Results indicated that the UST or associated piping was not present. Site investigation results indicated that no chemicals associated with the site present an unacceptable risk to either human health or the environment. “No Further Action” is required for the site.

Facility 888W, Parcel 11(4). Facility 888W consisting of one 2,000-gallon waste oil tank was installed in 1982 and was removed in 1994. During UST removal, soil analytical results indicated total lead concentrations ranged from 5.3 to 24 ppm and TPH concentrations ranged from 750 to 8,100 ppm. Approximately 9 cubic yards of contaminated soils were removed and transported to the base landfill for thin spreading. Four monitoring wells were installed and one round of groundwater sampling was completed. Lead was detected in one monitoring well. Site investigation results indicated that no chemicals associated with the

site present an unacceptable risk to either human health or the environment. “No Further Action” is required for the site.

Facility 894, Parcel 12(4). Facility 894 consisting of one 6,000-gallon diesel tank and one 6,000-gallon gasoline tank was installed in 1968 and was removed in 1991. During tank removals, soil samples were collected from the walls and the bottom of the excavation. Soil analytical results indicated TPH concentrations ranging up to 5300 ppm. Contaminated soils were excavated and transported for thermal treatment. Site investigation results indicated that no chemicals associated with the site present an unacceptable risk to either human health or the environment. “No Further Action” is required for the site.

Facility 1077F, Parcel 15(3). Facility 1077F consisted of two 1,000-gallon USTs. One 1,000-gallon heating oil tank, Parcel 15(3), was installed in 1977 and was removed in 1989. During tank removal, soil analytical results indicated TPH concentrations ranging from 10 to 1,200 ppm. Four monitoring wells were installed and one round of groundwater sampling was completed. Lead was detected in two monitoring wells exceeding 20 ppb ADEM maximum contaminant level (MCL). Site investigation results indicated that no chemicals associated with the site present an unacceptable risk to either human health or the environment. “No Further Action” is required for the site.

One 1,000-gallon heating oil tank, Parcel 167(3), was installed in 1987 and removed in 1996. During tank removal, the tank appeared to be in good condition. Evidence of contamination was not observed. Excavated soils were returned to the tank pit. A UST closure assessment was conducted. Three subsurface soil and one groundwater samples were collected and analyzed for BTEX and TPH. UST closure assessment results indicated that there are no chemicals associated with the site that present an unacceptable risk to either human health or the environment. “No Further Action” is required for the site.

Facility 1928F, Parcel 48(3). One 1,000-gallon heating oil tank operated since 1978 was removed and replaced in 1996. During tank removal, the tank appeared to be in good condition. Evidence of contamination was not observed. Approximately 116 cubic yards of excavated soils were transported to the FMC construction landfill. A site investigation was conducted for the site. Site investigation results indicated that no chemicals associated with the site present an unacceptable risk to either human or the environment. “No Further Action” is required for the site.

Facility 1929F, Parcel 49(3). One 1,000-gallon heating oil tank operated since 1976 was removed and replaced with a 1,500-gallon tank in 1996. During tank removal, the tank appeared to be in good condition. Product odor was not detected and evidence of contamination was not observed. Approximately 131 cubic yards of excavated soil was transported to the FMC construction landfill. A UST closure assessment was conducted. Three subsurface soil and one groundwater samples were collected and analyzed for BTEX and TPH. UST closure assessment results indicated that there are no chemicals associated with the site that present an unacceptable risk to either human health or the environment. “No Further Action” is required for the site.

Facility 1965F, Parcel 50(3). One 3,000-gallon heating oil tank was closed in place in 1996. During tank closure, product odor was not detected and evidence of contamination was not observed. A UST closure assessment was conducted. Three subsurface soil and one groundwater samples were collected and analyzed for BTEX and TPH. UST closure assessment results indicated that there are no chemicals associated with the site that present an unacceptable risk to either human health or the environment. “No Further Action” is required for the site.

Facility 1966F, Parcel 51(3). One 1,000-gallon heating oil tank operated since 1977 was closed in place and replaced in 1996. During tank closure, soil samples were collected, analytical results did not indicate presence of contamination. A UST closure assessment was conducted. Three subsurface soil and one groundwater samples were collected and analyzed for BTEX and TPH. UST closure assessment results indicated that there are no chemicals associated with the site that present an unacceptable risk to either human health or the environment. “No Further Action” is required for the site.

Facility 1997 F and D, Parcel 52(3). Facility 1997 consists of two USTs. One 2,500-gallon heating oil tank operated since 1972 was removed and replaced in 1996. One 5,000-gallon diesel tank was removed in 1992. During tank removals, the tanks were observed to be in good condition. Evidence of contamination was not observed. Excavated soils were returned to the tank pits. A site investigation was conducted for the site. Site investigation results indicated that no chemicals associated with the site present an unacceptable risk to either human health or the environment. “No Further Action” is required for the site.

Facility 2094, Parcel 137(3). Facility 2094 consisted of one 6,000-gallon diesel tank and one 6,000-gallon gasoline tank that were installed in 1941 and were removed in 2000. Geophysical surveys were conducted to determine the presence or absence of the UST and/or

the associated piping. Results indicated that two USTs were present. The detected USTs were removed. Excavated soil was returned to the tank pit, however, the soil that could not be returned to the excavation was disposed of at the Regional Landfill located in Piedmont, Alabama.

Facility 3212F, Parcel 56(3). One 2,500-gallon heating oil tank operated since 1973 was closed in place and replaced in 1996. A UST closure assessment was conducted. Three subsurface soil and one groundwater samples were collected and analyzed for BTEX and TPH. UST closure assessment results indicated that there are no chemicals associated with the site that present an unacceptable risk to either human health or the environment. “No Further Action” is required for the site.

Facility 3213F, Parcel 57(3). One 4,000-gallon heating oil tank was installed in 1980 and removed in 1996. During tank removal, the tank appeared to be in good condition. Evidence of contamination was not observed. Approximately 60 cubic yards of soils were excavated. The excavated soils were returned to the tank pit. A UST closure assessment was conducted. Three subsurface soil and one groundwater samples were collected and analyzed for BTEX and TPH. UST closure assessment results indicated that there are no chemicals associated with the site that present an unacceptable risk to either human health or the environment. “No Further Action” is required for the site.

Facility 3293F, Parcel 58(3). One 4,000-gallon heating oil tank was installed in 1980 and removed in 1996. During tank removal, the tank appeared to be in good condition. Evidence of contamination was not observed. Approximately 182.5 cubic yards of soil were excavated, 48 cubic yards of soil were unsuitable for compaction, and transported to the borrow pit for disposal, the remaining soil was returned to the tank pit. A UST closure assessment was conducted. Three subsurface soil and one groundwater samples were collected and analyzed for BTEX and TPH. UST closure assessment results indicated that there are no chemicals associated with the site that present an unacceptable risk to either human health or the environment. “No Further Action” is required for the site.

Facility 3294/3299, Parcel 29(3). Facility 3294/3299 formerly contained one 10,000-gallon diesel tank that was installed in 1953 and was removed and replaced in 1986. The replacement tank was removed in 1990 after a leak was detected in the tank. In 1991, a preliminary investigation was conducted including installation of four monitoring wells and collection of soil samples. Soil analytical results indicated the highest concentration of 2,718 parts per million (ppm) from soils collected from monitoring well MW-5 at a depth interval

of 5 to 6.5 feet below ground surface. Lead was detected in groundwater samples at concentrations below ADEM MCL of 20 parts per billion (ppb). A secondary investigation was completed in 1992. Three additional soil borings and two additional wells were installed. Soil samples collected exhibited detectable concentrations of total recoverable petroleum hydrocarbon (TRPH). However, none of the TRPH concentrations exceeded the ADEM MCL of 100 ppm. Both the soil and groundwater contamination appeared to be generally localized around the perimeter of the formerly leaking UST area. In 1999, a site investigation was conducted for the site. Site investigation results indicated that no chemicals associated with the site present an unacceptable risk to either human health or the environment. "No Further Action" is required for the site.

Facility 3298W, Parcel 30(4). One 2,000-gallon waste oil tank operated since 1982 was closed in place and replaced with a 2,500-gallon tank in 1994. During tank closure, ten cubic yards of soil were excavated. Samples from the excavated soil indicated a TPH concentration of 2,900 ppm. The contaminated soil was transferred to FMC landfill for thin spreading. A site investigation was conducted for the site. Site investigation results indicated that no chemicals associated with the site present an unacceptable risk to either human health or the environment. "No Further Action" is required for the site.

Facility 3691G, Parcel 506(3). One 150-gallon heating oil tank was closed in place and replaced with a 5,00-gallon tank in 1996. During tank closure, evidence of contamination was not observed. A UST closure assessment was conducted. Three subsurface soil and one groundwater samples were collected and analyzed for BTEX and TPH. UST closure assessment results indicated that there are no chemicals associated with the site that present an unacceptable risk to either human health or the environment. "No Further Action" is required for the site. Only the land on this Parcel is being transferred, the UST was previously transferred to the Anniston Water Works and Sewer Board.

Facility 4400, Parcel 31(4). Facility 4400 is in the approximate location of former Building 4407. The facility contained a former one1,000-gallon heating oil tank that was excavated and removed in 1994. During tank removal, soil samples were collected and analyzed from all four sides and bottom of the excavation. The tank pit was overexcavated and resampled in an attempt to recover all soils containing over 100 ppm TPH. Approximately 45 cubic yards of contaminated soils were removed from the excavation and disposed at FMC landfill. In 1999, a UST closure assessment was conducted. Three subsurface soil and one groundwater samples were collected and analyzed for BTEX and TPH. UST closure assessment results indicated that there are no chemicals associated with the site that present

an unacceptable risk to either human health or the environment. “No Further Action” is required for the site.

Notification of petroleum product storage is summarized in Table 6.

3.4 Polychlorinated Biphenyls (PCBs)

In 1996, three PCB contaminated pole transformers located adjacent to Building 3182 were removed from service and properly disposed at an offsite location. Based on a review of existing records and available information, there are no PCB contaminated transformers located on the Property and no evidence of releases from PCB equipment. Currently, some fluorescent light ballasts in the buildings may contain PCB in excess of 50 ppm, and would be subject to Toxic Substance Control Act (TSCA) requirements. The deed will contain the fluorescent light ballasts PCB warning and covenant provided in the Environmental Protection Provisions (Attachment 1).

3.5 Asbestos

Based on the 1998 Asbestos Containing Material (ACM) Survey Report (1998), several buildings on the Property contain friable and non-friable asbestos. Table 7-1 summarizes the asbestos survey results for buildings containing ACM on the Property. Buildings that were surveyed and were found to contain no ACM are summarized in Table 7-2. ACM survey reports are included in Attachment 2. The deed will contain the asbestos warning and covenant included in the Environmental Protection Provisions (Attachment 1).

3.6 Lead-Based Paint (LBP)

79 buildings within the Property were built prior to 1978 and are presumed to contain lead-based paint. (Table 8). Previous LBP risk assessment survey results for the buildings within the Property indicate that LBP was detected on the exterior of Building 992 and both on the exterior and interior of Building 3182. Survey results indicated that soil samples taken in the immediate vicinity of the buildings having exterior LBP were not found to contain lead concentrations exceeding 400 ppm. Table 9 summarizes LBP survey results conducted in 1995. Attachment 3 contains the LBP risk assessment and survey report (1995) for the buildings on the Property. The deed will contain the lead-based paint notice and covenant provided in the Environmental Protection Provisions (Attachment 1).

3.7 Radiological Materials

Activities requiring radioactive materials and instruments were conducted in seven facilities, Buildings 341, 345, 810, 811, 812, 837, and 3182.

Building 341. Building 341 was originally a general storehouse used by Defense Reutilization and Marketing Organization (DRMO). Prior to base closure the building was used by the FMC Environmental Office as a hazardous waste accumulation point. In November 1999, the building was surveyed as a Multi Agency Radiological Survey and Site Investigation Manual (MARSSIM) Class II area. Based on the survey results as documented in the Commodity Site Survey Report, dated March 2000, the Nuclear Regulatory Commission (NRC) determined that no further action is required and the building meets the criteria for unrestricted use as documented in NRC letter dated 27 July 2000.

Building 345. The building was built in 1977 and used as a warehouse until the time of base closure. In November 1999, the building was surveyed as a MARSSIM Class II area. Based on the survey results as documented in the Commodity Site Survey Report, dated March 2000, the NRC determined that no further action is required and the building meets the criteria for unrestricted use as documented in NRC letter dated 27 July 2000.

Building 810. Building 810 was used historically as a temporary laboratory. In August 2000, the facility interior was surveyed as a MARSSIM Class III area. Based on the survey results as documented in the Select Commodity Site Areas, Final Radiological Status Report, dated October 2000, and the results of the NRC inspection and confirmatory survey completed in February 2000 and documented in the NRC Inspection Report 01-02861-05/01-01, dated 9 March 2001, the NRC concluded that the building meets the criteria for unrestricted use as described in 10 CFR 20.1402.

Building 811. Building 811 was used historically as a temporary laboratory. In August 2000, the facility interior was surveyed as a MARSSIM Class III area. Based on the survey results as documented in the Select Commodity Site Areas, Final Radiological Status Report, dated October 2000, and the results of the NRC inspection and confirmatory survey completed in February 2000 and documented in the NRC Inspection Report 01-02861-05/01-01, dated 9 March 2001, the NRC concluded that the building meets the criteria for unrestricted use as described in 10 CFR 20.1402.

Building 812. Building 812 was used historically as a temporary laboratory. The facility has two large open classrooms on opposite ends, with a single small office in between. In August 2000, the facility interior was surveyed as a MARSSIM Class III area. Based on the survey results as documented in the Select Commodity Site Areas, Final Radiological Status Report, dated October 2000, and the results of the NRC inspection and confirmatory survey completed in February 2000 and documented in the NRC Inspection Report 01-02861-05/01-01, dated 9 March 2001, the NRC concluded that the building meets the criteria for unrestricted use as described in 10 CFR 20.1402.

Building 837. Building 837 was used historically as a temporary laboratory. The records indicate use of the facility to include isotope preparation. In August 2000, the facility interior was surveyed as a MARSSIM Class II area. Based on the survey results as documented in the Select Commodity Site Areas, Final Radiological Status Report, dated October 2000, and the results of the NRC inspection and confirmatory survey completed in February 2000 and documented in the NRC Inspection Report 01-02861-05/01-01, dated 9 March 2001, the NRC concluded that the building meets the criteria for unrestricted use as described in 10 CFR 20.1402.

Building 3182. Building 3182 was designated as an applied instruction building that housed the Radiological Laboratory from the late 1950s to 1973. At the time of base closure (September 1999), the building was used as the Military Police Museum. In 1973, USAEHA conducted a radiological survey. Results of the survey indicated that fixed radiological contamination was present in the building. Remediation was conducted in the building; floor tile was removed and confirmatory samples were collected.

Decommissioning activities were conducted for the building (Allied Tech. Group, 1996). The decommissioning survey report was submitted on December 1, 1997. The NRC performed confirmatory surveys and observed decommissioning work in progress as documented in NRC Inspection Report Nos. 01-02861-04/97-01, 98-01, and 98-02 dated October 7, 1997, April 21, 1998, and May 22, 1998, respectively (Attachment 4).

In August 2000, the facility interior was surveyed as a MARSSIM Class I area. Based on the survey results as documented in the Select Commodity Site Areas, Final Radiological Status Report, dated October 2000, and the results of the NRC inspection and confirmatory survey completed in February 2000 and documented in the NRC Inspection Report 01-02861-05/01-01, dated 9 March 2001, the NRC concluded that the building meets the criteria for unrestricted use as described in 10 CFR 20.1402.

Copies of the Commodity Site Survey Report, the Final Decommissioning Report, and the Final Radiological Status Report will be provided to the JPA.

3.8 Radon

Between 1989 and 1995, radon surveys were conducted for Buildings 141, 143, 144, 900, 916, 917, 918, 925, 926, 927, 935, 937, 938, 939, 940, 941, 1602 and 2041. Radon was not detected above the EPA residential action level of 4 picocuries per liter (pCi/L), in any of the buildings, except for Building 141. However, radon mitigation procedures were conducted for Building 141 and post mitigation results were below the threshold level of 4 pCi/L for the building. Table 10 summarizes radon survey and post mitigation results (Radon Monitoring Report, 1998).

3.9 Chemical Warfare Materiel

Based on a review of existing records and available information, chemical warfare materiel was not used or disposed on the Property.

3.10 Ordnance and Explosives (OE)

Based on a review of existing records and available information, the Property is not known or suspected to contain ordnance or explosives (OE) (USACE, 1999). However, since OE has been found on adjoining property, there is a potential for OE to be present in the vicinity of the areas of the granted property, which may pose an explosive safety hazard. The U.S. Army intends to investigate the surrounding property. The investigation may have an impact on the property through use of exclusion zones (zones established to restrict specific activities in a specific geographic area surrounding any object/structure being demolished using explosives) that intersect the property. The deed will contain the potential for the presence of ordnance and explosives notice provided in the Environmental Protection Provisions and will provide for use of exclusion zones for any potential OE removals on the adjacent property (Attachment 1).

3.11 Other Hazardous Conditions

Based on a review of existing records and available information, there are no other hazardous conditions that present an unacceptable threat to human health or the environment on the Property.

4.0 REMEDIATION

There are no environmental remediation orders or agreements applicable to the property. However, in the event remedial action is found to be necessary that has not been taken by the date of the transfer, the U.S. Army will conduct the appropriate remedial action. The transfer will contain a provision reserving the U.S. Army's right to conduct remediation activities as provided in the Environmental Protection Provisions (Attachment 1).

5.0 NATURAL RESOURCES

Undeveloped areas within the Property contain jurisdictional wetlands (Figure 4). Permits must be obtained from the Army and ADEM prior to undertaking any filling, excavation, building, land clearing or any other activity which will result in a discharge to property within the boundary of any jurisdictional wetland.

6.0 ENDANGERED SPECIES

The Property proposed for transfer contains an area that has been identified as suitable gray bat foraging habitat. Figure 5 shows the moderate quality foraging habitat on the Property. The deed will include the preservation covenant provided in the Environmental Protection Provisions (Attachment 1).

7.0 HISTORICAL PROPERTIES

The Property proposed for transfer contains 3 historic buildings, Buildings 141, 143, and 144 within the Post Headquarters Historic District that are eligible for inclusion in the National Register of Historic Places as documented in the U.S. Army Garrison, Fort McClellan Historic Buildings Inventory, dated June 1993. Figure 6 shows historical buildings within the Property. The deed will include the preservation covenant provided in the Environmental Protection Provisions (Attachment 1).

8.0 ARCHEOLOGICAL PROPERTY

The Property proposed for transfer contains one archeological property, site 1CA0565. Site 1CA0565 was determined to possess the necessary attributes to make it eligible for inclusion in the National Register of Historic Places (Figure 7) as documented in the Historic Preservation Plan for FMC (1994). The deed will include the preservation covenant provided in the Environmental Protection Provisions (Attachment 1).

9.0 REGULATORY/PUBLIC COORDINATION

The U.S. EPA Region IV, ADEM, and the public were notified of the initiation of the FOST. The comment period for document was from July 31, 2001 to August 30, 2001 There are no unresolved comments and responses to comments are provided as Attachment 7.

10.0 NATIONAL ENVIRONMENTAL POLICY ACT (NEPA) COMPLIANCE AND CONSISTENCY WITH LOCAL REUSE PLAN

The environmental impacts associated with the proposed transfer of the property have been analyzed in accordance with the National Environmental Policy Act. The results of this analysis have been documented in the Disposal and Reuse Environmental Impact Statement (EIS) (1998). Any encumbrances or condition identified in such analysis as necessary to protect human health or the environment have been incorporated into the FOST. In addition, the proposed transfer is consistent with the intended reuse of the property as set forth in the Comprehensive Reuse Plan adopted by the JPA.

11.0 ENVIRONMENTAL PROTECTION PROVISIONS

On the basis of the above results from the EBS and other environmental studies and in consideration of the intended use of the property, certain terms and conditions are required for the proposed transfer. These terms and conditions are set forth in the attached Environmental Protection Provisions (Attachment 1) and will be included in the deed.

12.0 FINDING OF SUITABILITY TO TRANSFER

Based on the above information, I conclude that all DOD requirements to reach a finding of suitability to transfer the Property to the JPA have been met for the Property subject to the terms and conditions in the attached Environmental Protection Provisions (Attachment 1). In addition, the deed for this transaction will contain the following provisions:

For Category 1 Property:

- The covenant under CERCLA §120(h)(4)(D)(i) warranting that any response action or corrective action found to be necessary after the date of transfer shall be conducted by the United States.

- A clause as required by CERCLA §120(h)(4)(D)(ii) granting the United States access to the property in any case in which a response action or correction action is found to be necessary after the date of transfer for the Property, or such access is necessary to carry out a response action or corrective action on adjoining property.

For Category 3 & 4 Property:

- The covenant under CERCLA §120(h)(3)(A)(i) warranting that all remedial action necessary to protect human health and the environment with respect to any hazardous substance has been taken before the date of transfer
- The covenant under CERCLA §120(h)(3)(A)(ii)(II) warranting that any remedial action under CERCLA found to be necessary after the date of transfer with respect to such hazardous substances remaining on the Property shall be conducted by the United States.
- The clause as required by CERCLA §120(h)(3)(A)(iii) granting the United States access to the Property in any case in which remedial action or corrective action is found to be necessary after the date of transfer.

Philip E. Sakowitz, Jr
Deputy Chief of Staff for Base Operations Support
Headquarters United States Army Training and Doctrine Command

13.0 REFERENCES

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Fort McClellan (FTMC), 1997, *Fort McClellan Comprehensive Reuse Plan*, Fort McClellan Reuse and Redevelopment Authority of Alabama, prepared under contract to the Calhoun County Commission, November.

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IT Corporation (IT), 2001, *Final Site Investigation Report, Former Printing Plant, Building 3183, Parcel 162(7)*, January.

IT Corporation (IT), 2001, *Final Site Investigation Report, Former Printing Plant Building 2051, Parcel 173(7)*, January.

IT Corporation (IT), 2001, *Final Site Investigation Report, Former Quartermaster's Gasoline Storage Area, Parcel 130(7)*, January.

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IT Corporation (IT), 2001, *Final Site Investigation Report, DRMO Area, Parcel 85(7)*, February.

IT Corporation (IT), 2001, *Final Site Investigation Report, Former Motor Pool Area 1800/1900 Parcels 145(7) and 52(7) and the UST at the Bowling Alley, Building 1928, Parcel 48(7)*, February.

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IT Corporation (IT), 2001, *Final Site Investigation Report, Former Motor Pool Area 2000, Parcels 144(7) and 137(7)*, March.

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TABLES

FIGURES

ATTACHMENT 1

ENVIRONMENTAL PROTECTION PROVISIONS

ATTACHMENT 1

ENVIRONMENTAL PROTECTION PROVISIONS

The following conditions, restrictions, and notifications are to be included in the deed to ensure protection of human health and the environment and to preclude any interference with ongoing or completed remediation activities at Fort McClellan.

INCLUSION OF PROVISIONS:

The person or entity to whom the property is transferred 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 such environmental protection provisions in all further deeds, transfers, leases, or grant of any interest, privilege, or license.

NO LIABILITY FOR NON-ARMY CONTAMINATION:

The U.S. Army shall not incur liability for response action or corrective action found to be necessary after the date of transfer, in any case, in which the person or entity to whom the property is transferred, or other non-Army entities is identified as the party responsible for contamination of the property.

NOTICE OF THE PRESENCE OF ASBESTOS-CONTAINING MATERIALS (ACM) AND COVENANT:

- a. The Grantee is hereby informed and does acknowledge that friable and non-friable asbestos or asbestos-containing materials (“ACM”) have been found on the Property, as described in the EBS and in the Reisz Engineering Asbestos Surveys and Management Plans, FMC, Alabama. Except as provided for in (b) below, the ACM on the Property does not currently pose a threat to human health or the environment.
- b. Several buildings have been determined to contain ACM that may pose a threat to human health. Detailed information is contained in the EBS and referenced asbestos surveys (Attachment 2). The non-friable ACM can be managed in place. The friable ACM can be effectively managed in place, provided the proper precautions are taken to eliminate exposure of personnel to airborne asbestos. The U.S. Army has agreed to transfer the buildings to the Grantee, prior to remediation of asbestos hazards, in reliance upon the express representation and promise that the Grantee will, prior to use or occupancy of

said buildings, agree to undertake any and all abatement or remediation that may be required under applicable law or regulation. The Grantee acknowledges that the consideration for transfer of the Transferred Premises was negotiated based upon the Grantee's agreement to the provision contained in this Condition.

- c. The Grantee agrees that its use and occupancy of the Transferred Premises will be in compliance with all applicable laws relating to asbestos; and that the U.S. Army assumes no liability for future remediation of asbestos or damages for personal injury, illness, disability, or death, to the Grantee, its successors or assigns, or to any other person, including members of the general public, arising from or incident to the purchase, transportation, removal, handling, use, disposition, or other activity causing or leading to contact of any kind whatsoever with asbestos or ACM on the Transferred Premises, whether the Grantee, its successors or assigns have properly warned or failed to properly warn the individual(s) injured. The Grantee agrees to be responsible for any future remediation of asbestos found to be necessary on the Transferred Premises. The Grantee assumes no liability for damages for personal injury, illness, disability, death or property damage arising from any exposure or failure to comply with any legal requirements applicable to asbestos in any portion of the Transferred Premises arising prior to the U.S. Army's transferring of such portion of the Property to the Grantee pursuant to this Deed, or any disposal of any asbestos or ACM prior to the transfer of the Transferred Premises.
- d. Unprotected or unregulated exposures to asbestos in product manufacturing, shipyard, building construction workplaces have been associated with asbestos-related diseases. Both the Occupational Safety and Health Administration (OSHA) and EPA regulate asbestos because of the potential hazards associated with exposure to airborne asbestos fibers. Both OSHA and EPA have determined that such exposure increases the risk of asbestos-related diseases, which include certain cancers and which can result in disability or death.
- e. The Grantee acknowledges that it has inspected the Property as to its asbestos content and condition and any hazardous or environmental conditions relating thereto prior to accepting the responsibilities imposed upon the Grantee under this subcondition. The failure of the Grantee to inspect, or to be fully informed as to the asbestos condition of all or any portion of the Property, will not constitute grounds for any claim or demand against the United States, or any adjustment under this Deed.

- f. The Grantee further agrees to indemnify and hold harmless the U.S. Army, its officers, agents and employees, from and against all suits, claims, demands or actions, liabilities, judgments, costs and attorneys' fees arising out of, or in any manner predicated upon, exposure to asbestos on any portion of the Property, to the Grantee or any future remediation or abatement of asbestos or the need therefore.

NOTICE OF THE POTENTIAL FOR PRESENCE OF POLYCHLORINATED BIPHENYL (PCB) AND COVENANT:

- a. PCBs have been used widely as nonflammable insulating fluid in transformers, capacitors, and other electrical equipment, such as fluorescent light ballasts. PCBs are harmful because once released into the environment they are persistent (do not breakdown into other chemicals) and bio-accumulate in organisms throughout the environment. EPA considers PCBs to be possible cancer-causing chemicals.
- b. PCBs at concentrations of 50 ppm or greater, when removed from service, must be stored and disposed according to regulations published in 40 CFR Part 761 Subpart D. The Grantee is hereby informed that fluorescent light ballasts containing PCBs may be present on the Property. These ballasts do not currently pose a threat to human health or the environment and are presently in full compliance with applicable laws and regulations.
- c. The Grantee agrees that its continued possession, use, and management of these ballasts (PCB Equipment) will be in compliance with all applicable laws relating to PCBs and PCB Equipment, and that the U.S. Army shall assume no liability for the future remediation of PCB contamination or damages for personal injury, illness, or disability or death to the Grantee, its successors or assigns, or to any other person, including members of the general public arising from or incident to future use, handling, management, disposition or any activity causing or leading to contact of any kind whatsoever with PCB Equipment. The Grantee agrees to be responsible for any remediation of PCB found to be necessary on the premises resulting from its use or possession thereof.

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 that were constructed 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. Exposure to lead from lead-based paint may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women.

- b. Available information concerning known lead-based paint and/or lead-based paint hazards, the location of lead-based paint and/or lead-based paint hazards, and the condition of painted surfaces is contained in the EBS and attached LBP Risk and Assessment Survey Reports (Attachment 3). The Grantee has been provided with the federally approved pamphlet on lead poisoning prevention. The Grantee hereby acknowledges receipt of all of the information described in this subparagraph.
- c. The Grantee acknowledges that it has received the opportunity to conduct its own risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards prior to execution of this document.
- d. The Grantee covenants and agrees that it shall not permit the occupancy or use of any buildings or structures on the Property as Residential Real Property (means dwelling units, common areas, building exterior surfaces, and any surrounding lands, including outbuildings, fences, and play equipment affixed to the land, available for use by residents, but not including land use for agricultural commercial, industrial, or other non-residential purposes, and not including paint on the pavement of parking lots, garages, or roadways and buildings visited regularly by the same child, 6 years of age or under, or at least two different days within any week, including day-care centers, preschools and kindergarten classrooms), 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) (hereinafter Title X).

The Grantee shall, after consideration of the guidelines and regulations established pursuant to Title X: (1) Perform a reevaluation of the Risk Assessment if more than 12 months have elapsed since the date of the last Risk Assessment; (2) Comply with the joint HUD and EPA Disclosure Rule (24 CFR 35, Subpart H, 40 CFR 745, Subpart F), when applicable,

by disclosing to prospective purchasers the known presence of lead-based paint and/or lead-based paint hazards as determined by previous risk assessments; (3) Abate soil-lead hazards in pre-1978 residential real property, in accordance with the procedures in 24 CFR 35; (4) Abate lead-soil hazards following demolition and redevelopment of structures in areas that will be developed as residential real property; (5) Comply with the EPA lead-based paint work standards when conducting lead-based paint activities (40 CFR 745, Subpart L); (6) Perform the activities described in this paragraph within 12 months of the date of the lead-based paint risk assessment and prior to occupancy or use of the residential real property; and (7) Send a copy of the clearance documentation to the Grantor.

In complying with these requirements, the Grantee covenants and agrees to be responsible for any abatement or remediation of lead-based paint or lead-based paint hazards on the Property found to be necessary as a result of the subsequent use of the property for residential purposes. The Grantee covenants and agrees to comply with solid or hazardous waste laws that may apply to any waste that may be generated during the course of lead-based paint abatement activities.

The Grantee acknowledges that the seller of any interest in Residential Real Property is required to provide the buyer with any information on the LBP hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known LBP hazards.

- e. The Grantee further agrees to indemnify and hold harmless the Army, its officers, agents and employees, from and against all suits, claims, demands, or actions, liabilities, judgments, costs and attorney's fees arising out of, or in a manner predicated upon personal injury, death or property damage resulting from, related to, caused by or arising out of lead-based paint or lead-based paint hazards on the Property if used for residential purposes.
- f. The covenants, restrictions, and requirements of this Section shall be binding upon the Grantee, its successors and assigns and all future owners and shall be deemed to run with the land. The Grantee on behalf of itself, its successors and assigns covenants that it will include and make legally binding, this Section in all subsequent transfers, leases, or conveyance documents.

NOTICE OF THE POTENTIAL FOR THE PRESENCE OF ORDNANCE AND EXPLOSIVES AND COVENANT TO REMOVE ORDNANCE AND EXPLOSIVES:

Fort McClellan is a former military installation with a history of OE use and, therefore, there is a potential for OE to be present on the Property. Based on a review of existing records and available information, none of the [buildings or] land proposed for transfer is known to contain unexploded ordnance (UXO). In the event the JPA, its successors, and assigns, should discover any ordnance on the Property, it shall not attempt to remove or destroy it, but shall immediately notify the Calhoun County Sheriff's Department and competent Grantor or Grantor designated explosive ordnance personnel will be dispatched promptly to dispose of such ordnance at no expense to the Grantee.

Ordnance and Explosives may be present on adjacent property. The U.S. Army intends to investigate the adjacent property and retains the right to use exclusion zones. The investigation may have an impact on the Property through use of exclusion zones (zones established to restrict specific activities in a specific geographic area surrounding any object/structure which is being demolished using explosives) that intersect the property. Due to the use of exclusion zones, temporary notices and restrictions may be issued to protect public safety, human health and the environment. These temporary restrictions and notices may include but are not limited to, the removal of unexploded ordnance on the adjacent property, temporary evacuation, limited closure of facilities and environmental cleanup. In the unlikely event that evacuation is required, all action will be carried out as expeditiously as possible to minimize inconveniences to the JPA. Upon the completion of all OE work within the exclusion zones all temporary notices and restrictions shall be eliminated. A notice will be included in the deed.

NOTICE OF THE PRESENCE OF ENDANGERED SPECIES AND COVENANT:

1. Gray bats (*Myotis grisescens*) are known to forage near Twin Mountains Creek and Cane Creek and its tributaries; South Branch and Remount Creek. Areas within the Transferred Premises that are adjacent to Cane Creek and its tributaries and Twin Mountains Creek have been identified as suitable gray bat foraging habitat (Figure 5 and Attachment 5). Gray bats are listed as endangered by the U.S. Fish and Wildlife Service (FWS) and are afforded Federal protection under the Endangered Species Act (ESA) of 1973, as amended. Section 9 of the ESA prohibits private landowners from "taking" (harm, harass, pursue, hunt, shoot, wound, kill, trap, capture, or collect, or to attempt to engage in any such conduct) endangered species.

2. The following measures will limit potential take of gray bats on the Transferred Premises. Failure to follow these measures could subject the violator to criminal sanctions of the ESA:
 - a) Trees along Cane Creek and its tributaries and Twin Mountains Creek with moderate quality foraging habitat on the Transferred Premises provide protective cover and prey for foraging gray bats. Forest within 50 feet of these streams should not be removed. If removal of dead or live trees within 50 feet of these streams is necessary, the FWS must be consulted prior to cutting.
 - b) Gray bats primarily feed on insects with an aquatic life stage; therefore, water quality and the physical characteristics of streams affect the amount and types of insects available for these bats. State and Federal regulations pertaining to water quality and erosion control should be followed. Additionally, modification of stream banks and water flow should be avoided to maintain present water quality and physical structure.
 - c) Use of pesticides, particularly Malathion, should be managed according to a FWS consultation letter dated June 11, 1998. The Grantee should avoid (or eliminate or minimize) fogging in the vicinity of all moderate quality foraging habitat. FWS requested that if Malathion is used it should be sprayed only during daylight hours no earlier than one hour after sunrise and no later than one hour prior to sunset between March 15 and October 31. Use atmospheric conditions to determine appropriate timing for fogging on lands directly adjacent to foraging areas.

NOTICE OF HISTORIC PROPERTY AND PRESERVATION COVENANT

1. In consideration of the conveyance of certain real property hereinafter referred to as the First CERFA Parcel Transfer, located in the Calhoun County, Alabama, the Grantee hereby covenants on behalf of itself, its heirs, successors, and assigns at all times to the Alabama State Historic Preservation Officer to preserve and maintain three buildings, Buildings 141, 143, 144 in the Post Headquarters Historic District, in accordance with the recommended approaches in the Secretary of the Interior's Standards for Rehabilitation and Illustrated Guidelines for Rehabilitating Historic Buildings (U.S. Department of the Interior, National Park Service 1992), in order to preserve and enhance those qualities that make the three buildings in the Post Headquarters Historic District eligible for inclusion in/or resulted in the inclusion of the property in the National Register of

Historic Places. In addition, any design review guidelines established by a Preservation Commission with appropriate authority will be followed. If the Grantee desires to deviate from these maintenance standards, the Grantee will notify and consult with the Alabama State Historic Preservation Officer in accordance with paragraphs 2, 3, and 4 of this covenant.

2. The Grantee will notify the Alabama State Historic Preservation Officer in writing prior to undertaking any construction, alteration, remodeling, demolition, or other modification to structures or setting. Such notice shall describe in reasonable detail the proposed undertaking and its expected effect on the integrity or appearance of Buildings 141, 143, and 144, buildings within the Post Headquarters Historic District "Demolition or interior retrofit of noncontributing buildings and structures can be undertaken after thirty (30) days of written notice to the Alabama State Historical Preservation Officer without further consultation."
3. Within thirty (30) calendar days of the Alabama State Historic Preservation Officer's receipt of notification provided by the Grantee pursuant to paragraph 2 of this covenant, the Alabama State Historic Preservation Officer will respond to the Grantee in writing as follows:
 - (a) That the Grantee may proceed with the proposed undertaking without further consultation; or
 - (b) That the Grantee must initiate and complete consultation with the Alabama State Historic Preservation Office before it can proceed with the proposed undertaking.

If the Alabama State Historic Preservation Officer fails to respond to the Grantee's written notice, as described in paragraph 2, within thirty (30) calendar days of the Alabama State Historic Preservation Officer's receipt of the same, then the Grantee may proceed with the proposed undertaking without further consultation with the Alabama State Historic Preservation Officer.

4. If the response provided to the Grantee by the Alabama State Historic Preservation Officer pursuant to paragraph 3 of this covenant requires consultation with the Alabama State Historic Preservation Officer, then both parties will so consult in good faith to arrive at mutually-agreeable and appropriate measures that the Grantee will implement to

mitigate any adverse effects associated with the proposed undertaking. If the parties are unable to arrive at such mutually-agreeable mitigation measures, then the Grantee shall, at a minimum, undertake recordation for the concerned property--in accordance with the Secretary of Interior's standards for recordation and any applicable state standards for recordation, or in accordance with such other standards to which the parties may mutually agree--prior to proceeding with the proposed undertaking. Pursuant to this covenant, any mitigation measures to which the Grantee and the Alabama State Historic Preservation Officer mutually agree, or any recordation that may be required, shall be carried out solely at the expense of the Grantee.

5. Alabama State Historic Preservation Officer shall be permitted upon reasonable notice at a reasonable time to inspect Buildings 141, 143, and 144 within the Post Headquarters Historic District in order to ascertain its condition and to fulfill its responsibilities hereunder.
6. In the event of a violation of this covenant, and in addition to any remedy now or hereafter provided by law, the Alabama State Historic Preservation Officer may, following reasonable notice to the Grantee, institute suit to enjoin said violation or to require the restoration of the Buildings 141, 143, and 144 within the Post Headquarters Historic District. The successful party shall be entitled to recover all costs or expenses incurred in connection with such a suit, including all court costs and attorneys fees.
7. In the event that Buildings 141, 143, 144 within the Post Headquarters Historic District (i) are substantially destroyed by fire or other casualty, or (ii) are not totally destroyed by fire or other casualty, but damage thereto is so serious that restoration would be financially impractical in the reasonable judgment of the Owner, this covenant shall terminate on the date of such destruction or casualty. Upon such termination, the Owner shall deliver a duly executed and acknowledged notice of such termination to the, Alabama State Historic Preservation Officer and record a duplicate original of said notice in the Calhoun County Deed Records. Such notice shall be conclusive evidence in favor of every person dealing with the historic buildings as to the facts set forth therein.
8. The Grantee agrees that the Alabama State Historic Preservation Officer may at his/her discretion, without prior notice to the Grantee, convey and assign all or part of its rights and responsibilities contained herein to a third party.

9. This covenant is binding on the Grantee, its heirs, successors, and assigns in perpetuity, unless explicitly waived by the Alabama State Historic Preservation Officer.
Restrictions, stipulations, and covenants contained herein shall be inserted by the Grantee verbatim or by express reference in any deed or other legal instrument by which it divests itself of either the fee simple title or any other lesser estate in the Transferred Premises or any part thereof.
10. The failure of the Alabama State Historic Preservation Officer to exercise any right or remedy granted under this instrument shall not have the effect of waiving or limiting the exercise of any other right or remedy or the use of such right or remedy at any other time.
11. The covenant shall be a binding servitude upon the Transferred Premises and shall be deemed to run with the land. Execution of this covenant shall constitute conclusive evidence that the Grantee agrees to be bound by the foregoing conditions and restrictions and to perform the obligations herein set forth.

NOTICE OF ARCHEOLOGICAL PROPERTY AND PRESERVATION COVENANT

1. In consideration of the conveyance of the real property that includes the one archeological property, site 1CA0565, located in the County of Calhoun, Alabama, the Grantee hereby covenants on behalf of itself, its heirs, successors, and assigns at all times to the Alabama State Historic Preservation Officer, to maintain and preserve archeological property, site 1CA0565, in accordance with the provisions of paragraphs 2 through 11 of this covenant.
2. The Grantee will notify the Alabama State Historic Preservation Officer in writing prior to undertaking any disturbance of the ground surface or any other action on archeological property, site 1CA0565, that would affect the physical integrity of this site. Such notice shall describe in reasonable detail the proposed undertaking and its expected effect on the physical integrity of the archeological property, site 1CA0565.
3. Within thirty (30) calendar days of the appropriate Alabama State Historic Preservation Officer's receipt of notification provided by the Grantee pursuant to paragraph 2 of this covenant, the SHPO will respond to the Grantee in writing as follows:
 - (a) That the Grantee may proceed with the proposed undertaking without further consultation; or

(b) That the Grantee must initiate and complete consultation with the Alabama State Historic Preservation Office before it can proceed with the proposed undertaking.

If the Alabama State Historic Preservation Officer fails to respond to the Grantee's written notice, as described in paragraph 2, within thirty (30) calendar days of the Alabama State Historic Preservation Officer's receipt of the same, then the Grantee may proceed with the proposed undertaking without further consultation with the Alabama State Historic Preservation Officer.

4. If the response provided to the Grantee by the Alabama State Historic Preservation Officer pursuant to paragraph 3 of this covenant requires consultation with the Alabama State Historic Preservation Officer, then both parties will so consult in good faith to arrive at mutually-agreeable and appropriate measures that the Grantee will employ to mitigate any adverse effects associated with the proposed undertaking. If the parties are unable to arrive at such mutually-agreeable mitigation measures, then the Grantee shall, at a minimum, undertake recordation for the concerned property--in accordance with the Secretary of Interior's standards for recordation and any applicable state standards for recordation, or in accordance with such other standards to which the parties may mutually agree--prior to proceeding with the proposed undertaking. Pursuant to this covenant, any mitigation measures to which the Grantee and the Alabama State Historic Preservation Officer mutually agree, or any recordation that may be required, shall be carried out solely at the expense of the Grantee.
5. The Grantee shall make every reasonable effort to prohibit any person from vandalizing or otherwise disturbing any archeological site determined by the Alabama State Historic Preservation Officer to be eligible for inclusion in the National Register of Historic Places. Any such vandalization or disturbance shall be reported to the Alabama State Historic Preservation Officer promptly.
6. The Alabama State Historic Preservation Officer shall be permitted upon reasonable notice at a reasonable time to inspect the archeological property, site 1CA0565, in order to ascertain its condition and to fulfill its responsibilities hereunder.
7. In the event of a violation of this covenant, and in addition to any remedy now or hereafter provided by law, the Alabama State Historic Preservation Officer may,

following reasonable notice to the Grantee, institute suit to enjoin said violation or to require the restoration of any archeological site affected by such violation. The successful party shall be entitled to recover all costs or expenses incurred in connection with any such suit, including all court costs and attorney's fees.

8. The Grantee agrees that the Alabama State Historic Preservation Officer may, at its discretion and without prior notice to the Grantee, convey and assign all or part of its rights and responsibilities contained in this covenant to a third party.
9. This covenant is binding on the Grantee, its heirs, successors, and assigns in perpetuity, unless explicitly waived by the Alabama State Historic Preservation Officer. Restrictions, stipulations, and covenants contained herein shall be inserted by the Grantee, verbatim or by express reference in any deed or other legal instrument by which it divests itself of either the fee simple title or any other lesser estate in the archeological property, site 1CA0565, or any part thereof.
10. The failure of the Alabama State Historic Preservation Officer to exercise any right or remedy granted under this instrument shall not have the effect of waiving or limiting the exercise of any other right or remedy or the use of such right or remedy at any other time.
11. The covenant shall be a binding servitude upon the real property that includes one archeological site 1CA0565 and shall be deemed to run with the land. Execution of this covenant shall constitute conclusive evidence that the Grantee agrees to be bound by the foregoing conditions and restrictions and to perform the obligations herein set forth.

CONDITIONS, RESTRICTIONS, AND COVENANTS BINDING AND ENFORCEABLE:

These restrictions and covenants are binding on the Grantee, its successors and assigns; and shall run with the land; are forever enforceable; shall benefit the public in general and the territory surrounding the Property, including lands retained by the United States; and shall further the common environmental objectives of the United States and the State of Alabama; and are therefore enforceable by the United States Government and the State of Alabama.

ATTACHMENT 2

ACM SURVEY REPORTS

ATTACHMENT 3

LBP RISK ASSESSMENT AND SURVEY REPORTS

ATTACHMENT 4

**NRC TERMINATION OF LICENSE, TRANSMITTAL AND
EXPLANATION OF AMENDMENT TO LICENSE LETTERS
AND INSPECTION REPORT**

ATTACHMENT 5

BIOLOGICAL ASSESSMENT REPORT

ATTACHMENT 6

FORT MCCLELLAN COMPREHENSIVE REUSE PLAN

ATTACHMENT 7

RESPONSE TO COMMENTS BY ADEM, EPA AND JPA