

Draft

FINDING OF SUITABILITY TO LEASE

(FOSL)

Fort Monmouth, New Jersey

Building 601 and Supporting Area Main Post

July 2015

FINDING OF SUITABILITY TO LEASE
(FOSL)
Fort Monmouth, New Jersey
Main Post Area – Building 601 and Supporting Area

1. PURPOSE

The purpose of this Finding of Suitability to Lease (FOSL) is to document, consistent with Department of Defense (DoD) policy, the environmental suitability for lease of Fort Monmouth (FTMM), Main Post (MP), Buildings 601, 603, 604 and 678 and surrounding open space and parking areas (see Enclosure 1 – Site Map) to Fort Monmouth Economic Revitalization Authority (FMERA) for an economic development sublease for a like use, office space and vehicle storage. In addition, the FOSL includes the Environmental Protection Provisions (EPPs) necessary to protect human health or the environment during the lease.

2. BACKGROUND AND PROPERTY DESCRIPTION

This FOSL covers FTMM, Main Post Buildings 601, 603, 604, and 678 and surrounding parking and yard/open space areas on approximately 4.25 acres (see Figure 1, Enclosure 1) (“Property”).

The primary mission of FTMM was to provide command, administrative, and logistical support for Headquarters, U.S. Army Communications and Electronics Command (CECOM). CECOM is a major subordinate command of the U.S. Army Material Command (AMC) and was the host activity. Fort Monmouth served as the center for the development of the Army’s Command and Control Communications, Computers, Intelligence, Sensors and Reconnaissance (C4ISR) systems, operated as a partnership between the AMC and the Assistant Secretary of the Army for Acquisition, Logistics and Technology on the MP. C4ISR was the primary tenant of the Fort. Much of the Army’s research and development of high-tech systems was done at Fort Monmouth. The support provided by the Garrison was used by tenant activities in the performance of research, development, procurement, and production of prototype communications and electronics equipment for use by the U.S. Armed Forces. FTMM is divided into three areas MP, the Charles Woods Area (CWA) and the Evans Area (EA).

FTMM is located in the central-eastern portion of New Jersey in Monmouth County, approximately 45 miles south of New York City, 70 miles northeast of Philadelphia, and 40 miles east of Trenton. The Atlantic Ocean is approximately 3 miles to the east. Fort Monmouth falls within the Boroughs of Eatontown, Oceanport, and Tinton Falls. The property is located in Oceanport Borough.

Buildings 601, 603, 604, and 678 are intended to be leased to FMERA, which will then sublease the building to a tenant for use in research and development in the automotive industry. 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 Report Fort Monmouth, Monmouth County, New Jersey, Final, 29 January 2007.
- Fort Monmouth Reuse and Redevelopment Plan, Final Plan, 22 August 2008.
- U.S. Army BRAC 2005 Site Investigation Report Fort Monmouth, Final, 21 July 2008.
- Baseline Ecological Evaluation (BEE) Report, June 2012.
- U.S. Army, Environmental Condition of Property Recertification Report, Fort Monmouth, Monmouth County, New Jersey, 23 June 2015.

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 majority of the Property is listed as ECP Category 2 and a small section in the northwestern corner of the property is listed as category 7 based on the U.S. Army BRAC 2005 Environmental Condition of Property Report, Fort Monmouth, Monmouth County New Jersey, Final, January 29, 2007 (Phase 1 ECP Report) and the ECP recertification report dated June xx, 2015(see Enclosure 1, Figure 2 Phase 2 Property). Category 2 is defined as “areas where only a release or disposal of petroleum products has occurred”. Category 7 is defined as “Areas that are not evaluated or require additional evaluation” These Category designations were based on all of the environmental conditions associated with ECP Parcel 51 of which the 4.25 acres to be leased is included.

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

4.1 Environmental Remediation Sites

A small portion of the property surrounding building 678 lies within the skeet range fan area (see Enclosure 1, Figure 2) and is scheduled to have some limited site investigation sampling performed to confirm the property condition. The lease will contain the proper provisions to allow Army access to continue with investigation work, and also land use restrictions to ensure protection of human health. There are no other 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.

4.3 Petroleum and Petroleum Products

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

Current UST/AST Sites

There are currently no known AST or USTs on the Property.

Former Underground and Above-Ground Storage Tanks

There were 23 former USTs in the areas associated with Buildings 601, 603, 604 and 678. Most of these tanks were from former barracks that were historically located in this area. A listing of the tanks is provided in Table 2 (Enclosure 4). These tanks were removed and soil cleanups performed as needed.

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.

4.4 Polychlorinated Biphenyls (PCB)

A PCB contaminated transformer (identification # MP095) associated with former building 655 was taken out of service in December of 1994. Two PCB-contaminated transformers (identification #'s MP096 & MP420) associated with former building 657 were taken out of service in December of 1994 and November 1991, respectively). Former buildings 655 and 657 fall within the footprint of the property. No discharges were reported for any of the three transformers.

4.5 Asbestos

Four phases of asbestos surveys were completed for FTMM. The majority of surveys took place from 1989 to 1992 and from 1997 to 2002. Building 601 was constructed in 1997. Buildings 603 and 604 were constructed in 2006 and 2007 respectively. None of these buildings are expected to contain Asbestos Containing Material (ACM). Building 678 was surveyed by Weston in January of 1990 and results of that survey are included in Enclosure 5. Weston and Tetra Tech also performed surveys in the 1998 and 1999 time frame. Results of those surveys are also included in Enclosure 5. Non-friable ACM (floor tiles) were identified in Building 678. The buildings were also re-inspected by Tetra Tech in 2015. The results of the 2015 inspections will be provided to FMERA when available.

4.6 Lead-Based Paint (LBP)

Most facilities and buildings at FTMM were constructed before the DoD ban on the use of lead based paint (LBP) in 1978 and are likely to contain one or more coats of such paint. In addition, some facilities constructed immediately after the ban may also contain LBP because inventories of such paints that were in the supply network were likely to have been used up at these facilities.

Buildings 603 and 604 were constructed in 2006 and 2007 respectively and are presumed not to contain LBP. Building 678 was constructed in 1967 and is presumed to contain LBP. Building 601 was constructed in 1997 and is not expected to contain LBP. These Buildings are not intended to be used for residential purposes. The lease will include a lead-based paint warning and covenant (Enclosure 7).

4.7 Radiological Materials

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

4.8 Radon

Radon surveys were conducted in 1991 by the Directorate of Engineering and Housing's Environmental Office as part of the Army's Radon Reduction Program. The survey was conducted for all of FTMM. Radon detectors were deployed in all structures designated as priority one buildings (daycare centers, hospitals, schools and living areas). The radon levels measured in all detectors were less than 4 picocuries per liter (pCi/L). Based on the USEPA criteria for radon 4 pCi/L, radon levels at FTMM do not pose a health risk and no further action (NFA) was deemed required for radon.

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. It is noted that a portion of the Skeet Range Fan falls within the property (specifically near building 678 – see Enclosure 1, Figure 2). The potential concern with this area is lead and PAHs in soils (unexploded ordnance or other MEC is not expected in this area).

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

No other building conditions have been indicated to identify any Recognized Environmental Conditions.

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

The following environmental agreement is applicable to Fort Monmouth generally: Voluntary Cleanup Agreement among New Jersey Department of Environmental Protection, U.S. Department of the Army, U.S. Department of the Navy, U.S. Department of the Air Force, and U.S. Defense Logistics Agency, dated August 30, 2000. However, the Voluntary Cleanup Agreement does not require any remedial action on the Property. The lease will include a provision reserving the Army's right to conduct remediation activities if necessary in the future (Enclosure 7).

7. REGULATORY/PUBLIC COORDINATION

The NJDEP and the public were notified of the initiation of this FOSL. The FOSL is being made available for review on the Army website (<http://www.pica.army.mil/FtMonmouth/>). Comments received from the regulators or the public will be addressed prior to finalization of the FOSL.

8. NATIONAL ENVIRONMENTAL POLICY ACT (NEPA) COMPLIANCE

The environmental impacts associated with the lease of the property have been analyzed in accordance with the National Environmental Policy Act (NEPA). The results of this analysis are documented in the Final Environmental Assessment of the Implementation of the Base Realignment and Closure at Fort Monmouth, New Jersey, March 2009. The use covered by the leasing of Building 601, 603, 604 and 678 are consistent with its current use and has been evaluated in the EA. The EA concluded that the proposed action would have no significant adverse direct, indirect or cumulative effects on the quality of the natural or human environment. 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 LEASE

Based on the above information, I conclude that the Property is suitable for lease for the intended use for research and development for the lease is consistent with the protection of human health and the environment, and there are adequate assurances that the United States will take any additional remedial action found to be necessary that has not been taken on the date of the lease. In addition, all Department of Defense requirements to reach a finding of suitability to lease have been met, subject to the terms and conditions set forth in the attached Environmental Protection Provisions, which shall be included in the lease for the Property. The lease will also include Access Provisions (Enclosure 6), enabling access in the event of a latent discovery of contamination cause by prior Department of Defense operations, and Other Lease Provisions.

Mr. James E. Briggs
Acting Chief, Consolidated Branch
BRAC Division

Date

8 Enclosures

Encl 1 -- Site Maps

Encl 2 -- Environmental Documentation

Encl 3 -- Table 1 -- Description of Property

Encl 4 -- Table 2 -- Notification of Petroleum Product Storage, Release, or Disposal

Encl 5 -- Results Asbestos Surveys

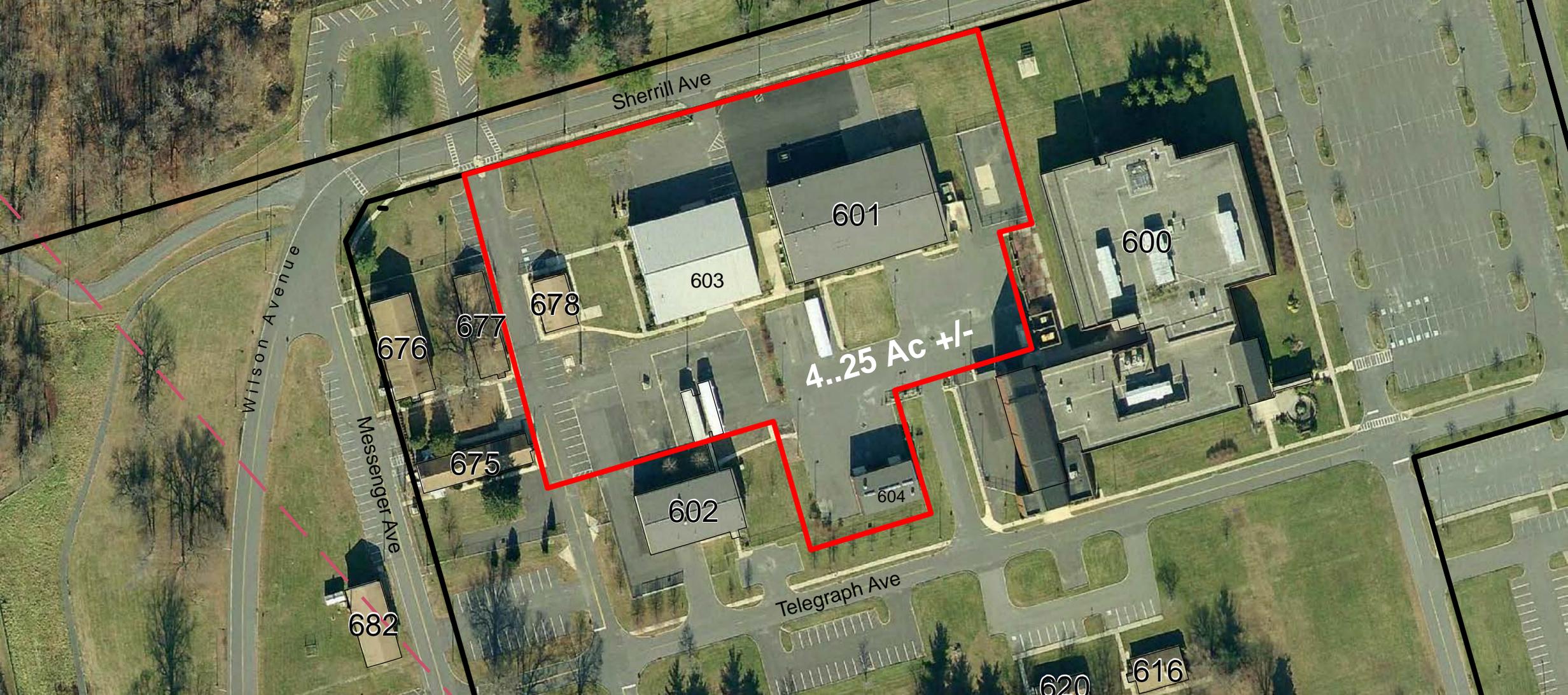
Encl 6 -- Access Provisions and Other Lease Provisions

Encl 7 -- Environmental Protection Provisions

Encl 8 -- Response to Regulator Comments

ENCLOSURE 1

Site Maps



Sherrill Ave

Wilson Avenue

Messenger Ave

Telegraph Ave

4..25 Ac +/-

676

677

678

675

602

603

601

604

600

682

620

616

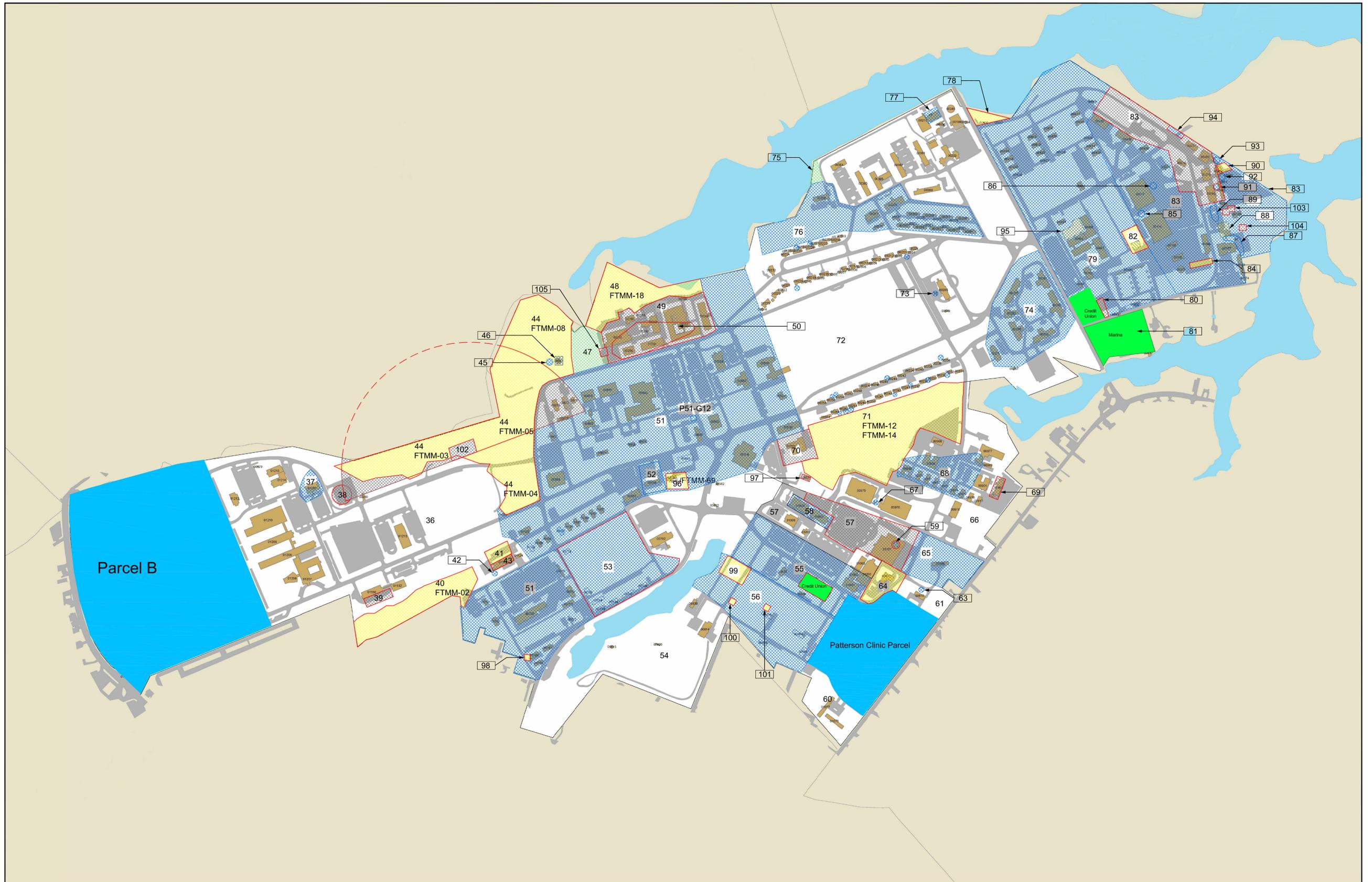


Figure 2
Fort Monmouth
Phase 2 Property

- 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 or their derivatives has occurred.
- Category 3: Areas where release, disposal, and/or mitigation 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 mitigation of hazardous substances has occurred, and all removal or remedial actions to protect human health and the environment have been taken.
- Category 5: Areas where release, disposal, and/or mitigation of hazardous substances has occurred, and removal or remedial actions are underway, but all required remedial actions have not yet been taken.
- Category 7: Areas that are not evaluated or require additional evaluations.

- 44 ECP Parcel Number
- Transferred Property
- Property to be transferred under separate deed
- Carve out areas
- Buildings
- Roads and Parking Areas

N

 SCALE: 1" = 300'
 April 27, 2015
 REVISED 6/26/15

Plotted 1:1 on ANSI E (34"x44") size paper

ENCLOSURE 2

Environmental Documentation

(Note: The following documents are the complete list of document that were used for the ECP report and not all of the documents may apply to this FOSL)

1. ADS Environmental. 1996. Fort Monmouth Lead Hazard Assessment Project Summary. Prepared for Fort Monmouth DPW. July 16.
2. Cabrera Services, Inc. 2006. Draft Historical Site Assessment. September.
3. CECOM Safety. 1995-2004. RCC, Minutes of Radiological Control Committee Meetings.
4. DeBellis & Semmens. 1995. Charles Wood Area, Fort Monmouth, NJ Delineation of Wetlands, Prepared for DPW, Fort Monmouth, NJ.
5. Department of the Army, Office of the Surgeon General. 1972. Occupational Health Survey No. 32-088-72, Fort Monmouth, NJ. May 22-25.
6. EDAW, Inc. 2008. *Fort Monmouth Reuse and Redevelopment Plan, Final Plan*. 22 August.
7. Environmental Data Resources (EDR). 2006a. Data Map Area Study, Fort Monmouth – Main Post, Fort Monmouth, NJ 07703. Inquiry Number 01734501.1r. August 15.
8. EDR. 2006b. Data Map Area Study, Fort Monmouth, NJ 07703, Inquiry Number 01734506.1r. August 15.
9. Environmental Health Engineering Service. 1974. U.S. Army Medical Laboratory. Solid Waste Survey No. 26-A05-74, Fort Monmouth, New Jersey. March 11-13.
10. Environmental Research, Inc. 1993. Aerial Photographic Site Analysis, Evans Area, Charles Wood Area, Fort Monmouth, NJ. December.
11. EPR. 2004. Fort Monmouth Chas Wood Fall 04 EPR Projects.pdf.
12. Fallon, Joe, Environmental Protection Specialist. 1991. Fort Monmouth DPW, Army Radon Reduction Program.
13. Federal Emergency Management Agency (FEMA). 1977. Flood Insurance Rate Maps, Community Panel 2403200001A.
14. FEMA. 1981. Flood Insurance Rate Maps, Community Panel 340293001B.
15. First U.S. Army Medical Laboratory. 1970. Analysis of Dust Samples for Asbestos, Document Control No. 05-296. Results cover letter. March.
16. First U.S. Army Medical Laboratory. 1971. Report of Liaison Visit. September 29.
17. Fort Monmouth. No Date. Indoor Air Quality Management Plan, Fort Monmouth, NJ.
18. Fort Monmouth. 2001. Installation Pest Management Plan for Headquarters U.S. Army Garrison, Fort Monmouth, NJ 07793. 2001 to 2006.

19. Fort Monmouth. 2005. Spill Prevention Control and Countermeasures Plan (SPCCP) and Installation Spill Contingency Plan (ISCP). Revision Date February 2005.
20. Fort Monmouth. 2006a. Stormwater Pollution Prevention Plan (SPPP) Public Complex Permit (R-11), Main Post and Charles Wood Areas. March.
21. Fort Monmouth. 2006b. FY06 Base Realignment and Closure Installation Action Plan, working files obtained from U.S. Army Environmental Command. April 28, 2006.
22. Fort Monmouth. 2006c. Spill Prevention Control and Countermeasures Plan (SPCCP) and Installation Spill Contingency Plan (ISCP). Revision Date September.
23. Fort Monmouth. 2006d. Stormwater Pollution Prevention Plan (SPPP) Public Complex Permit, Main Post and Charles Wood Areas. September.
24. Fort Monmouth. 2006e. U.S. Army Fort Monmouth Hazardous Waste, Universal Waste, Exempt Waste, Exempt Material, and Non-Hazardous Waste Satellite Accumulation Sites, Prepared by Joe Fallon, 7/28/92; last revision 11/06 by Harold Hornung.
25. Fort Monmouth Department of Public Works (DPW). 1999. Chemical Inventory.
26. Fort Monmouth DPW. 2003. Files provided by DPW: 03-03 Asbestos Database.mdb. March.
27. Fort Monmouth DPW. 2005. Cover Letter for Lead-Based Paint Risk Assessment Summaries. June 30.
28. Fort Monmouth DPW. 2006a. Files provided by DPW: USTs and ASTs from Joe Fallon 7-19-06.pdf.
29. Fort Monmouth DPW. 2006b. Master Planning, Facilities Reduction Program Database. December.
30. Guernsey. 1998. Procurement Sensitive Privatization Study, Potable Water Utility System, Wastewater Utility System, April.
31. Harland Bartholomew & Associates, Inc. 1984. Analysis of Existing Facilities and Environmental Assessment Report, Fort Monmouth, NJ. March.
32. Harland Bartholomew & Associates, Inc. 1987a. Fort Monmouth Mobilization Master Plan of Installation Facilities. May.
33. Harland Bartholomew & Associates, Inc. 1987b. Analytical/Environmental Assessment Report on Plans for Future Development, Fort Monmouth, NJ. May.
34. John Milner Associates, Inc. 2003. Integrated Cultural Resources Management Plan, Fort Monmouth, NJ.
35. Kozlowski, Melissa. 2004. Fort Monmouth: Landmarks and Place Names, DCSOPS, Fort Monmouth, NJ. Summer.
36. Main Post Sanitary and Storm, Map M, Sheet 13 of 25. January 8, 1999.
37. Malcolm Pirnie, Inc. 2003. Final Closed, Transferring, Transferred Range/Site Inventory Report for Fort Monmouth, NJ.
38. Malcolm Pirnie, Inc. 2006. Final Historical Records Review Fort Monmouth, Fort Monmouth, NJ.

39. New Jersey Department of Environmental Protection (NJDEP). Water Compliance and Enforcement Element. 2006. Fort Monmouth Compliance Evaluation Report. March 22.
40. NJDEP, Bureau of Water Allocation. Program Interest ID: 2486P, Activity No.: WAP960001.
41. Parsons Engineering, Inc. 2003. Final Fort Monmouth Pollution Prevention Plan. June.
42. Rudolph, Rober J., Chief. 1994. Water Quality Engineering Memo. July 19.
43. Shaw Environmental, Inc. (Shaw). 2007. *U.S. Army BRAC 2005 Environmental Condition of Property Report Fort Monmouth, Monmouth County, New Jersey, Final*, 29 January.
44. Shaw. 2008. *U.S. Army BRAC 2005 Site Investigation Report Fort Monmouth, Final*. 21 July.
45. Shaw. 2011. Draft Fort Monmouth Main Post and Charles Wood Area Baseline Ecological Evaluation Report. May.
46. Tetra Tech EM, Inc. 2005. Final Remedial Action Report for the 800,700, and 400 Areas. October.
47. U.S. Army, Environmental Condition of Property Recertification Report, Fort Monmouth, Monmouth County, New Jersey, 23 June 2015.
48. U.S. Army Center for Health Promotion and Preventive Medicine (USACHPPM). 1995. Radiation Protection Survey No. 28-83-2490-95. U.S. Army Medical Department Activity/Dental Activity, Fort Monmouth, NJ. October 25-November 3.
49. USACHPPM. 1996. Health Care Facility Waste Management Assistance Visit No. 37-NE-1270-96, Fort Monmouth, NJ.
50. USACHPPM. 1998. Health Care Facility Waste Management Assistance Visit No. 37-NE-1270-98, Fort Monmouth, NJ. September 1-3.
51. USACHPPM. 1999. Health Care Facility Waste Management Assistance Visit No. 37-NE-1270-99, Fort Monmouth, NJ. July 19-23.
52. USACHPPM. 2002. Health Care Facility Waste Management Assistance Visit No. 37-NE-1270-02, Fort Monmouth, NJ. July 24-26.
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54. U.S. Army Corps of Engineers, Mobile District. 2006. Draft Integrated Cultural Resources Management Plan, Fort Monmouth, NJ.
55. U.S. Army Electronics Command, Fort Monmouth, NJ. 1968. Analysis of Existing Facilities. December 16.
56. U.S. Army Electronics Command. 1976. Installation Environmental Impact Assessment, Fort Monmouth, NJ, DRSEL-PL-ST. March.

57. U.S. Army Corps of Engineers (USACE) Mobile District. 1999. Final Integrated Natural Resources Management Plan, Fort Monmouth, NJ.
58. U.S. Army Environmental Database. 2006. Environmental Quality Report. July.
59. U.S. Army Environmental Health Laboratory. 1952. Industrial Hygiene Survey No. 1033 S083-52-2, Fort Monmouth Signal Laboratories, Fort Monmouth, NJ. April 7-11.
60. U.S. Army Environmental Health Laboratory. 1954a. Industrial Hygiene Survey No. 1559 S181-53-3, Signal Corps Engineering Laboratories, Fort Monmouth, NJ. January 4-8.
61. U.S. Army Environmental Health Laboratory. 1954b. Report of Survey No. 1825 R158-54-4, Fort Monmouth, NJ. August 10.
62. U.S. Army Environmental Health Laboratory. 1955. Industrial Hygiene Survey No. 2019 S039-55-5, Signal Corps Engineering Laboratories, Fort Monmouth, NJ. March 28-April 1.
63. U.S. Army Environmental Health Laboratory. 1956. Special Study No. 2245 S002-56-6, Signal Corps Engineering Laboratories, Fort Monmouth, NJ. February 28-April 6.
64. U.S. Army Environmental Health Laboratory. 1958a. Report of Special Study No. 3107 D001-58-59, Ventilation of Reproduction Facilities, U.S. Army Signal Center, Fort Monmouth, NJ. June 19.
65. U.S. Army Environmental Health Laboratory. 1958b. Industrial Hygiene Survey No. 3188 S014-58-9, U.S. Army Signal Corps Center, Fort Monmouth, NJ. December 8-15.
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68. USAEHA. 1971a. Preliminary Air Pollution Engineering Survey No. 21-021-71. Fort Monmouth, NJ. January 14-15.
69. USAEHA. 1971b. Industrial Hygiene Survey No. 23-002-70, 47 Industrial Operations, Fort Monmouth, NJ. September 22 – October 2.
70. USAEHA. 1972. Radiation Protection Survey No. 43-055-72-73, Fort Monmouth, NJ. May 19-26.
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72. USAEHA. 1974. Water Quality Monitoring Consultation No. 32-24-047-74, Fort Monmouth, NJ. March 25-28.
73. USAEHA. 1976a. Installation Pest Control Program Survey No. 61-523-76, Fort Monmouth, NJ. January 5-8.

74. USAEHA. 1976b. Water Quality Engineering Special Study No. 24-016-75-76, Sanitary and Industrial Wastewater, Fort Monmouth, New Jersey. September 23-October 9, 1974; April 15-17, 1975; June 10-12, 1975.
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79. USAEHA. 1978b. Medical Systems Safety and Health Survey No. 56-35-9024-79, U.S. Army Medical Department Activity and U.S. Army Dental Activity, Fort Monmouth, New Jersey, August 21-25.
80. USAEHA. 1978c. Hearing Conservation Survey No. 51-34-0102-79, Fort Monmouth, NJ. August 28 – September 1.
81. USAEHA. 1979. Installation Pest Management Program Review No. 16-61-0528-79, Fort Monmouth, NJ. March 27-30.
82. USAEHA. 1981. Hazardous Waste Management Survey No. 37-26-0137-81, Fort Monmouth, NJ. January 26-30.
83. USAEHA. 1982. Installation Pest Management Consultation No. 17-44-0622-91, Pesticide Residue in Soil and Air Samples from a Pesticide Storage Site, Fort Monmouth, NJ. July.
84. USAEHA. 1983. Radiation Protection Survey No. 28-43-0705-83, MEDDAC/DENTAC, Fort Monmouth, New Jersey. March 14-16.
85. USAEHA. 1983. Hearing Conservation Survey No. 51-34-0075-83, Fort Monmouth, NJ. June 20-23.
86. USAEHA. 1984a. Industrial Hygiene Contract Visit No. 55-35-0569-84, Fort Monmouth, NJ. April 2-4.
87. USAEHA. 1984b. Pesticide Monitoring Study No. 17-44-0996-85, Evaluation of Additional Soil Samples from the Olongano Lane for Possible Chlordane Contamination, Fort Monmouth, NJ. January 11
88. USAEHA. 1984c. Medical Systems Safety and Health Comprehensive Survey No. 56-35-9024-85, Patterson U.S. Army Community Hospital and U.S. Army Dental Activity, Fort Monmouth, New Jersey. July 9-13.
89. USAEHA. 1985. Pesticide Monitoring Study No. 17-44-0996-85, Evaluation of Additional Soil Samples from Olongano Lane for Possible Chlordane Contamination, Fort Monmouth, NJ. January 11.
90. USAEHA. 1988. Industrial Hygiene Study No. 55-61-0254-88, Wave Soldering, Fort Monmouth, NJ. April 25-28.

91. USAEHA. 1990a. Pest Management Survey No. 16-61-0523-90, Fort Monmouth, NJ. January 8-12.
92. USAEHA. 1990b. Pesticide Monitoring Consultation No. 17-44-0622-91, Pesticide Residue in Soil and Air Samples from a Pesticide Storage Site, Fort Monmouth, NJ. July.
93. USAEHA. 1991. Industrial Hygiene Study No. 55-61-0268-91, Selected Industrial Operations, Camp Evans And Albert E. Myer Center, Fort Monmouth, NJ. August 12-15.
94. USAEHA. 1993. Air Pollution Emission Statement No. 43-21-N1W1-99, USAG Fort Monmouth. 17-21 May.
95. USAEHA. 1995. Medical Treatment Facility Pollution Prevention Opportunity Assessment No. 37-NE-2752-95, Fort Monmouth Medical and Dental Activities, Fort Monmouth, NJ. June 19-29.
96. USAEHA Archives. 1944. Control Document 03882, Toxicity of Phenyl Mercurial Salts. September.
97. USAEHA Archives. 1981. AEHA Air Pollution Status and Evaluation Survey No. 44-21-0237-82. 28-30 July.
98. U.S. Army Industrial Hygiene Laboratory. 1950. Industrial Hygiene Survey No. 0481 S094-50-0, Signal Corps Engineering Laboratories, Fort Monmouth, NJ. June 29-July 7.
99. U.S. Army Medical Laboratory. 1975. Installation Pest Management Review No. 44-M11-75, Fort Monmouth, NJ. September 17.
100. U.S. Army Toxic and Hazardous Materials Agency. 1980. Installation Assessment of Fort Monmouth, Report No. 171. May.
101. U.S. Environmental Protection Agency (USEPA). 1995. Installation Assessment Relook Program, Working Document, Fort Monmouth Complex, Long Branch, NJ. September.
102. USEPA. 2000. Correspondence to Mr. James Ott, Director of Public Works, U.S. Army, Fort Monmouth. November 3.
103. USEPA. 2002. Correspondence to Mr. James Ott, Director of Public Works, U.S. Army, Fort Monmouth. November 8.
104. Versar, Inc. 1998. Wetland Delineations, Main Post and Charles Wood Area of Fort Monmouth, Monmouth, NJ. Prepared for U.S. Army Garrison Fort Monmouth, Columbia, MD. December.
105. Versar, Inc. 1999. Draft Environmental Assessment Relating to Construction of a New FAFCU Credit Union Facility at Fort Monmouth, Monmouth County NJ.
106. Versar, Inc. 2000. *Lead-Based Paint Risk Assessment Report for Selected Units at the Charles Wood Area*, Prepared for U.S. Army DPW, Fort Monmouth, NJ. September.
107. Versar, Inc. 2004a. *Final Remedial Action Report CW-7 PCB Site*. 3 August.

108. Versar, Inc. 2004b. *Final Remedial Investigation Report, Site 2567*, Prepared for U.S. Army Garrison, Fort Monmouth, Horsham, PA. August.
109. Versar, Inc. 2005. *Final Remedial Investigation Report CW-6 Former Pesticide Storage Building*. January 14.
110. Weston (Roy F. Weston, Inc.). 1993. *Investigation of Suspected Waste Sites at Fort Monmouth, New Jersey*.
111. Weston (Roy F. Weston, Inc.). 1995. *Site Investigation Report – Main Post and Charles Wood Areas, Fort Monmouth, New Jersey*. December.

ENCLOSURE 3

TABLE 1 – DESCRIPTION OF PROPERTY

Building Number and Property Description	ECP Parcel Designation	Condition Category	Remedial Actions
Building 601	51(2)HS/PS/PR	2	None
Building 603	51(2)HS/PS/PR	2	None
Building 604	51(2)HS/PS/PR	2	None
Building 678	51(7)HS/PS/PR	7	Sampling required to determine if impact is present from former Skeet Range.

Category 2: Areas where only release or disposal of petroleum products has occurred.

Category 7: Areas that are not evaluated or require additional evaluation.

ENCLOSURE 4

TABLE 2 – NOTIFICATION OF PETROLEUM PRODUCT STORAGE, RELEASE, OR DISPOSAL

Building Number	Name of Petroleum Product(s)	Date of Storage, Release, or Disposal	Remedial Actions
Underground Storage Tanks			
Building 601 (UST-601-84)	#2 Fuel Oil	Removed 8-16-94. NJDEP closure approved 6-1-94.	UST removed on 8-16-94. 10 CY of potentially contaminated soil removed from piping trench. Post-excavation soil sample results were below NJDEP RDCSCC. Closure report submitted to NJDEP on 10-23-97. NJDEP approved closure on 6-1-94.
601 Former Building (UST-601-85)	#2 Fuel Oil	Removed 8-17-94. NJDEP closure approved 1-10-03.	UST removed and water found in fuel. No groundwater results above NJDEP GWQC; highest soil TRPH=397 mg/kg. Closure report requesting NFA submitted to NJDEP on 1-2-02. NJDEP closure approval letter dated 1-10-03.
643 Former Building (UST-643)	#2 Fuel Oil	Removal date unknown. NJDEP closure approved 5-30-13.	On 9-29-94, excavation visually observed to contain heavy organic material. Soil in excavation was clean. All analytical results within NJDEP standards; highest soil TRPH=182 mg/kg. Tank was previously removed during building demolition and original excavations were filled with old construction material and were back-filled on 9-29-94. Residential UST with no DICAR and no contamination; no closure report required. NJDEP closure approval letter dated 5-30-13.
644 Former Building (UST-644)	#2 Fuel Oil	Removal date unknown. NJDEP closure approved 1-10-03.	On 9-29-94, excavation visually observed to contain heavy organic material. Tank was previously removed during building demolition and original excavations were filled with old construction material. Investigated under the 600 Area Work Plan, which was approved by NJDEP. Closure report submitted to NJDEP on 5-15-02. NJDEP closure approval letter dated 1-10-03.
648 Former Building (UST-648)	#2 Fuel Oil	Removal date unknown. NJDEP closure NA. Case closed.	On 9-29-94, excavation visually observed to contain heavy organic material. Soil in excavation was clean. Tank was previously removed during building demolition and original excavations were filled with old construction materials and were backfilled on 9-29-94. Residential UST with no DICAR and no contamination; no closure report required.
649 Former Building (UST-649)	#2 Fuel Oil	Removal date unknown. NJDEP closure NA. Case closed.	On 9-29-94, excavation visually observed to contain heavy organic material. Soil in excavation was clean. Tank was previously removed during building demolition and original excavations were filled with old construction materials and were backfilled on 9-29-94. Residential UST with no DICAR and no contamination; no closure report required.
650 Former Building (UST-650)	#2 Fuel Oil	Removal date unknown. NJDEP closure NA. Case closed.	On 9-29-94, excavation visually observed to contain heavy organic material. Soil in excavation was clean. Tank was previously removed during building demolition and original excavations were filled with old construction materials and were backfilled on 9-29-94. Residential UST with no DICAR and no contamination; no closure report required.
651 Former Building	#2 Fuel Oil	Removal date unknown. NJDEP closure NA. Case closed.	On 9-29-94, excavation visually observed to contain heavy organic material. Soil in excavation was clean. Tank was previously removed during building demolition and

Building Number	Name of Petroleum Product(s)	Date of Storage, Release, or Disposal	Remedial Actions
(UST-651)			original excavations were filled with old construction materials and were backfilled on 9-29-94. Residential UST with no DICAR and no contamination; no closure report required.
653 Former Building (UST-653)	#2 Fuel Oil	Removal date unknown. NJDEP closure NA. Case closed.	On 9-30-94, excavation visually observed to contain heavy organic material. Site was clean; highest soil TRPH=373 mg/kg and soil VOCs=ND. Residential UST with no contamination and no DICAR; no closure report required.
654 Former Building (UST-654)	#2 Fuel Oil	Removed 10-4-94. NJDEP closure NA. Case closed.	UST removed 08-09-94. Site is clean; highest soil TRPH=82.1 mg/kg. Residential UST with no contamination and no DICAR; no closure report required.
655 Former Building (UST-655-97)	#2 Fuel Oil	Removed 8-16-94. NJDEP closure NA. Case closed.	Residential tank removed on 8-16-94. No contamination observed; highest soil TRPH=168 mg/kg. Residential UST with no DICAR and no contamination; no closure report required.
656 Former Building (UST-656-98)	#2 Fuel Oil	Removed 8-16-94. NJDEP closure NA. Case closed.	UST removed 8-16-94. No contamination observed; highest soil TRPH=183 mg/kg. Residential UST with no DICAR and no contamination; no closure report required.
657 Former Building (UST-657-99)	#2 Fuel Oil	Removed 8-11-94. NJDEP closure NA. Case closed.	UST removed 8-11-94. No contamination observed; highest soil TRPH=84.6 mg/kg. Residential UST with no DICAR and no contamination; no closure report required.
658 Former Building (UST-658-100)	#2 Fuel Oil	Removed 8-15-94. NJDEP closure NA. Case closed.	UST removed 8-15-94. No contamination observed; highest soil TRPH=171 mg/kg. Residential UST with no DICAR and no contamination; no closure report required.
659 Former Building (UST-659-101)	#2 Fuel Oil	Removed 8-21-94. NJDEP closure NA. Case closed.	UST removed 8-21-94; no release noted. Closure report submitted to NJDEP on 2-26-96.
661 Former Building (UST-661)	#2 Fuel Oil	Removed 10-13-94. NJDEP closure NA. Case closed.	UST removed 10-13-94. No contamination observed; highest soil TRPH=739 mg/kg. Residential UST with no DICAR and no contamination; no closure report required.
662 Former Building (UST-662)	#2 Fuel Oil	Removed 10-11-94. NJDEP closure NA. Case closed.	UST removed 10-11-94. No contamination observed; highest soil TRPH=115 mg/kg. Residential UST with no DICAR and no contamination; no closure report required.
663 Former Building (UST-663)	#2 Fuel Oil	Removed 10-11-94. NJDEP closure NA. Case closed.	Residential tank removed. No contamination observed; highest soil TRPH=97.1 mg/kg. Residential UST with no DICAR and no contamination; no closure report required.
664 Former Building (UST-664)	#2 Fuel Oil	Removal date unknown. NJDEP closure approved 1-10-03.	10-5-94 DPW investigated site, found no contamination. UST had been removed and the site backfilled at some unknown time. Investigated under the 600 Area Work Plan, which was approved by NJDEP. Closure report submitted to NJDEP on 5-15-02. NJDEP closure approval letter dated 1-10-03.
665 Former Building (UST-665)	#2 Fuel Oil	Removed 8-16-94. NJDEP closure NA. Case closed.	UST previously removed and clean fill added. No contamination observed. Residential UST with no DICAR and no contamination; no closure report required.

Building Number	Name of Petroleum Product(s)	Date of Storage, Release, or Disposal	Remedial Actions
666 Former Building (UST-666)	#2 Fuel Oil	Removal date unknown. NJDEP closure approved 1-10-03.	10-5-94, no tanks were found, UST was previously removed and clean fill added. Investigated under the 600 Area Work Plan, which was approved by NJDEP. Closure report submitted to NJDEP on 5-15-02. NJDEP closure approval letter dated 1-10-03.
667 Former Building (UST-667)	#2 Fuel Oil	Removed 10-12-94. NJDEP closure NA. Case closed.	UST removed 10-12-94. No contamination observed; highest soil TRPH=34.6 mg/kg. Residential UST with no DICAR and no contamination; no closure report required.
Building 678 (UST-678-105)	#2 Fuel Oil	Removed 8-29-94. NJDEP closure approved 1-10-03.	UST removed 8-29-94. Site investigation completed. All groundwater results below NJDEP GWQC; highest TRPH=545 mg/kg. Closure report requesting NFA submitted to NJDEP on 1-2-02. NJDEP closure approval letter dated 1-10-03.

ENCLOSURE 5

**ASBESTOS CONTAINING MATERIAL
SURVEYS RESULTS**

Summary of Negative Samples By Building

BuildingNumber **678**

SampleID 678-01

Result	Location of Sample	Miscellaneous Notes	Sample Date
Negative	mechanical room	mechanical room - ceiling board	8/18/1998

SampleID 686-11

Result	Location of Sample	Miscellaneous Notes	Sample Date
Negative	2' x 4' Ceiling tile, white, located in the communication closet	Error on chain-of-custody. Sample ID number is representative of building 678	11/29/1999

SampleID 686-12

Result	Location of Sample	Miscellaneous Notes	Sample Date
Negative	2' x 2' Ceiling tile, white, located throughout the building	Ceiling tile located throughout the building. Error on chain-of-custody. Sample ID number is representative of building 678	11/29/1999

SampleID 686-13

Result	Location of Sample	Miscellaneous Notes	Sample Date
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Negative Off-white troweled-on material on all exterior walls of the building Error on chain-of-custody. Sample ID number is representative of building 678. 11/29/1999

SampleID AP749

Result	Location of Sample	Miscellaneous Notes	Sample Date
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Negative Corridor outside HVAC room. Ceiling board 1/11/1990

SampleID V678M

Result	Location of Sample	Miscellaneous Notes	Sample Date
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Negative Mechanical Room No suspect asbestos containing materials are present in the mechanical room. 11/22/1997

OFFICE BUILDING**678.1 GENERAL**

Building 678 was surveyed by WESTON technicians on 11 January 1990.

The first three portions of this facility report summarize the results of this inspection.

Polarized Light Microscopy (PLM) with dispersion staining was used to analyze five samples of suspect material collected from the building. Of these samples, three were found to be asbestos-containing materials (ACM). Table 678.1 lists the analytical results for the bulk samples.

678.2 ACM AND EXPOSURE ASSESSMENT

The location, description, and analytical results for each bulk sample from Building 678 are presented in Table 678.1. An area-by-area inventory of ACM is provided in Table 678.2 and 678.3 "Other Asbestos-Containing Materials," listed in Table 678.3, are materials which do not match the standard caption categories listed in Table 678.2. A prioritized listing of exposure assessments is presented in Table 678.4. An itemized area-by-area cost estimate for removal and replacement is provided in Table 678.5. The method by which removal/replacement costs are calculated is described in the ISSUES COMMON TO ALL BUILDINGS Section of this report. Building floor plans (see attachment) indicate sample locations and building area names as they are listed in Tables 678.2 and 678.5.

678.3 RECOMMENDATIONS/CONCLUSIONS

WESTON recommends:

- o Asbestos-containing material should be labeled under O&M Program.

TABLE 678.1

BULK SAMPLE ANALYSIS RESULTS - BUILDING 678, OFFICE
 TYPE OCCUPANCY: ADULTS (GOVERNMENT)

SAMPLE NO.	LOCATION	ITEM	DESCRIPTION	PERCENT ASBESTOS			LAYERED ^a
				CH	AM	OT	
AP746	5, N, BELOW CEILING	FLOOR TILE	BROWN, OTH, FLOOR TILE, HORIZONTAL	7	-	-	NO
AP747	5, E, BELOW CEILING	FLOOR TILE	RED, OTH, FLOOR TILE, HORIZONTAL	5	-	-	NO
AP748	1, 3, NW, BELOW CEILING	FLOOR TILE	BROWN, OTH, FLOOR TILE, HORIZONTAL	5	-	-	NO
AP749	4, CORRIDOR, S	CEILING BOARD	WHITE, OTH, CEIL TILE, HORIZONTAL	-	-	-	NO
AP750	4, CORRIDOR, S, BELOW CEILING	DUPLICATE SAMPLE	WHITE, OTH, CEIL TILE, HORIZONTAL	-	-	-	NO

^a Asbestos content presented for layered samples represents the highest concentration layer.

<u>Quadrant Codes</u>	<u>System Codes</u>	<u>Asbestos Types</u>
C = Center	STM = Steam	CH = Chrysotile
N = North	CHW = Chilled Water	AM = Amosite
E = East	HHW = Heating Hot Water	OT = Other
S = South	DOM = Domestic Water	
W = West	OTH = Other	
NE = Northeast	UNK = Unknown	
NW = Northwest		
SE = Southeast		
SW = Southwest		

TABLE 678.2

ASBESTOS-CONTAINING MATERIALS - BUILDING 678, OFFICE
 TYPE OCCUPANCY: ADULTS (GOVERNMENT)

AREA	PIPE FITTINGS (EA)			PIPE RUNS (LF)			SPRAY/TROWELED CEILING (MSF)	FLOOR TILE (MSF)	BOILERS/ TANKS (MSF)	AIR HANDLING EQUIPMENT (MSF)	OTHER
	<4"	4-8"	9-14"	>14"	<4"	4-8"					
1, 3	-	-	-	-	-	-	-	0.44	-	-	-
2	-	-	-	-	-	-	-	0.03	-	-	-
4, CORRIDOR	-	-	-	-	-	-	-	0.67	-	-	-
5	-	-	-	-	-	-	-	0.05	-	-	-
TOTALS	-	-	-	-	-	-	-	1.19	-	-	-

* Other material present in various units of measure. See Table 678.3 for material descriptions.

EA - Each
 LF - Linear Feet
 MSF - Thousand Square Feet

TABLE 678.3

OTHER ASBESTOS-CONTAINING MATERIAL - BUILDING 678, OFFICE
 TYPE OCCUPANCY: ADULTS (GOVERNMENT)

AREA	MATERIAL TYPE	QUANTITY (UNIT)
NO OTHER ASBESTOS-CONTAINING MATERIAL FOUND IN THIS BUILDING		

EA - Each
 LF - Linear Feet
 MSF - Thousand Square Feet

TABLE 678.4

EXPOSURE ASSESSMENTS (PRIORITY ORDER) - BUILDING 678, OFFICE
 TYPE OCCUPANCY: ADULTS (GOVERNMENT)

SAMPLE NO.	AREA	MATERIAL TYPE	PRIOR. INDEX CODE	PRIORITY INDEX NUMBER	EXPOSURE FACTORS					AVG. EXP. HOURS	%
					1	2	3	4	5		
AP749 1, 3	CEILING BOARD		A	0	2	2	1	1	5	40.00	0
AP749 4, CORRIDOR	CEILING BOARD		A	0	2	2	1	1	5	40.00	0

Priority Index Codes

- A [=] Long Term Corrective Measure
- B [=] Review Management Special Considerations/Remarks
- C [=] Army Asbestos Deficiency Abatement Project

Priority Index Numbers Are In Scientific Notation

Exposure Factors

- 1 [=] Material Friability
- 2 [=] Occupant Accessibility
- 3 [=] Material Condition
- 4 [=] Level Of Activity
- 5 [=] Number Of Assigned Occupants

TABLE 678.5

COST ESTIMATE* - BUILDING 678, OFFICE
TYPE OCCUPANCY: ADULTS (GOVERNMENT)

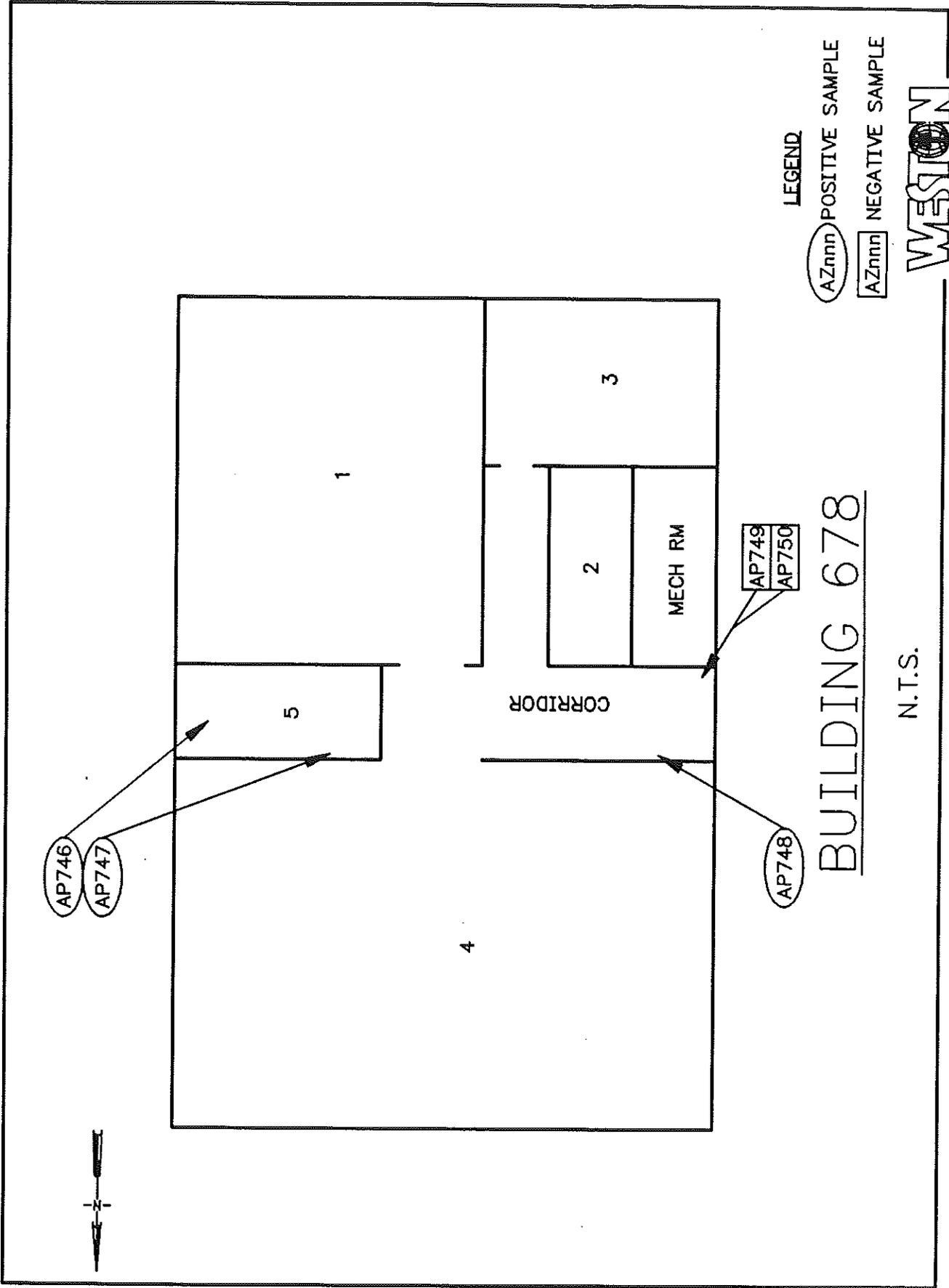
DESCRIPTION	UNIT COST (\$)	AREA 1	AREA 2	AREA 3	AREA 4	TOTAL
Pipe Fittings (EA)						
<4"	70.30	-	-	-	-	-
4-8"	85.80	-	-	-	-	-
9-14"	147.00	-	-	-	-	-
>14"	216.00	-	-	-	-	-
Pipe Runs (LF)						
<4"	26.50	-	-	-	-	-
4-8"	30.50	-	-	-	-	-
9-14"	42.50	-	-	-	-	-
>14"	60.80	-	-	-	-	-
Sprayed/Troweled Ceilings (SF)	9.60	-	-	-	-	-
Floor Tile (SF)	5.60	2.5	0.2	3.8	0.3	6.6
Boilers/Tanks (SF)	37.90	-	-	-	-	-
Air Handling Equipment (SF)	20.00	-	-	-	-	-
Other						
SUBTOTAL		2.5	0.2	3.8	0.3	6.6
Difficulty Allowance		-	-	-	-	-
SUBTOTAL		2.5	0.2	3.8	0.3	6.6
Decontamination Units Mobilization		0.8	0.8	0.8	0.8	3.1
		1.1	1.1	1.1	1.1	4.2
SUBTOTAL		4.3	2.0	5.6	2.1	13.9
Contingency @ 15.00%		0.6	0.3	0.8	0.3	2.1
SUBTOTAL		4.9	2.3	6.4	2.4	16.0
Design Fee @ 6.00%		0.3	0.1	0.4	0.1	1.0
SUBTOTAL		5.2	2.4	6.8	2.5	17.0
Air Monitoring		0.4	0.4	0.4	0.4	1.7
TOTAL		5.7	2.9	7.2	3.0	18.7

*Amounts Are In Thousands Of Dollars

**Less Than \$100 For The Area; Amount Not Printed But Included In Total(s)

AREA 1: 1, 3
AREA 3: 4, CORRIDOR

AREA 2: 2
AREA 4: 5



ENCLOSURE 6

ACCESS PROVISIONS AND OTHER LEASE PROVISIONS

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

1. RIGHT OF ACCESS

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

B. In exercising such right of access, the United States shall provide the Lessee 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, but without significant additional costs to the United States, to avoid and to minimize interference with the Lessee's and the Lessee's successors' and assigns' quiet enjoyment of the property. At the completion of work, the work site shall be reasonably restored. Such 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 Lessee nor its successors and assigns, for the exercise of the right of access hereby retained and reserved by the United States.

C. In exercising such right of access, neither the Lessee 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 Lessee and its successors and assigns of any remedy available to them under the Federal Tort Claims Act. In addition, the Lessee, its successors and assigns, shall not interfere with any response action or corrective action conducted by the Lessor on the Property.

2. “AS IS”

A. The Lessee 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 Lessee understands and agrees that the Property and any part thereof is offered “AS IS” without any representation, warranty, or guarantee by the Army 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 Lessee, 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 Lessee 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 lead-based paint, or other conditions on the Property. The failure of the Lessee 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 Army’s obligation under CERCLA or any other statutory obligations.

3. HOLD HARMLESS

A. To the extent authorized by New Jersey law, the Lessee, its successors and assigns, covenant and agree to indemnify and hold harmless the Army, 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 Lease by the Lessee, its successors and assigns; and (2) any and all claims, damages, and judgments arising out of, or in any manner predicated upon, exposure to asbestos, lead-based paint, or other condition on any portion of the Property after the date of lease.

B. The Lessee, its successors and assigns, covenant and agree that the Army shall not be responsible for any costs associated with modification or termination of the Notices, Use Restrictions, and Restrictive Covenants in this Lease, 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 Army’s obligation under CERCLA or any other statutory obligations.

ENCLOSURE 7

ENVIRONMENTAL PROTECTION PROVISIONS

The following conditions, restrictions, and notifications will be placed, in a substantially similar form, in the lease to ensure that there will be no unacceptable risk to human health and the environment and to preclude any interference with ongoing or completed remediation activities at Fort Monmouth.

1. USE OF THE PROPERTY

The sole purpose, for which premises and improvements thereon may be used, absent written approval from the government for any other use, is for office space and vehicle storage.

2. SUBSEQUENT TRANSFERS

The Lessee may sublease the Leased Premises, so long as the Lessee remains primarily liable for performance of all the obligations of Lessee hereunder. The Lessee shall neither transfer nor assign this lease or any interest therein or any property on the leased premises, nor sublet the leased premises or any part thereof or any property thereon, nor grant any interest, privilege, or license whatsoever in connection with this lease without the prior written notice to the Army. Every lease or sublease shall contain the environmental protection provisions contained herein and within Paragraphs ___ of this Lease.

3. REGULATORY OR ENVIRONMENTAL PERMITS

The Lessee shall be solely responsible for obtaining at its own cost and expense any regulatory or environmental permits required for their operation under the lease, independent of any existing Fort Monmouth permits. The Lessee shall also be required to obtain its own EPA Identification Number if applicable.

4. LESSEE COMPLIANCE

The Lessee shall comply with all lawful statutes, regulations, permits, or orders affecting the activity hereby authorized when such are issued by the Environmental Protection Agency; the New Jersey Department of Environmental Protection (NJDEP); or any other Federal, State, interstate, or local government agency having jurisdiction to abate or prevent pollution. The disposal of any toxic or hazardous materials within the leased premises by the Lessee or any sub-lessee is prohibited.

5. INTERERENCE WITH ON-GOING RESTORATION

The Lessee shall not disrupt, inflict damage, obstruct, or impede on-going environmental restoration work on the leased premises or anywhere else on Fort Monmouth. To the extent authorized by New Jersey State law, the Lessee shall indemnify the Army for any costs incurred as a result of Lessee's breach of this provision. Additionally, should any activities of the Lessee

or Sub-lessee cause additional or contribute to any existing contamination on the leased premises or anywhere else on Fort Monmouth, the Lessee and/or Sub-lessee shall be jointly and severally liable for such additional contamination.

6. LESSOR ACCESS CLAUSE

The Army's rights under a lease specifically include the right for Army officials to inspect, upon reasonable notice, the leased premises for compliance with environmental, safety, and occupational health laws and regulations, whether or not the Army is responsible for enforcing them. Such inspections are without prejudice to the right of duly constituted enforcement officials to make such inspections. The Army normally will give the Lessee twenty-four (24) hours prior notice of its intention to enter the leased premises unless it determines the entry is required for safety, environmental, operations, or security purposes. The Lessee shall have no claim against the United States or any officer, agent, employee, or contractor thereof on account of any entries, except as may be authorized under the Federal Tort Claims Act or other applicable law.

7. ENVIRONMENTAL REMEDIATION AGREEMENT

Fort Monmouth is subject, generally, to the following environmental remediation agreement: Voluntary Cleanup Agreement among New Jersey Department of Environmental Protection, U.S. Department of the Army, U.S. Department of the Navy, U.S. Department of the Air Force, and U.S. Defense Logistics Agency, dated August 30, 2000.

8. LESSEE COMPLIANCE DURING RESPONSE OR CORRECTIVE ACTION

The Lessee will agree to comply with the provisions of the appropriate health or safety plan in effect during the course of any of the above-described actions. Any inspection, survey, investigation, or other corrective or response action will, to the extent practicable, be coordinated with representatives designated by the Lessee or any sub-lessees. The Lessee or sub-lessees shall have no claim, on account of such entries, against the United States or any officer, agent, employee, contractor, or subcontractor thereof. In addition, the Lessee and any sub-lessees shall comply with all the applicable Federal, State and Local Occupational Safety & Health Regulations.

9. ENVIRONMENTAL COMPLIANCE PLANS

The Lessee, either directly or through their sub-lessee, shall submit to the Army, and maintain thereafter, an Environmental Compliance Plan which describes, in detail, the program for environmental management and method of compliance, by the user of any portion of the leased premises, whether Lessee, with all Army, Federal, State, and local laws and regulations for the use, management, generation, storage, treatment, and disposal of all hazardous waste, hazardous materials, and hazardous substances. Each Environmental Compliance Plan for a portion of the leased premises, or request for waiver of the requirement for a plan due to the non-hazardous nature of the proposed use, must be submitted and approved in writing by Fort

Monmouth prior to occupancy of the intended portion of the leased premises. Thereafter, each such Environmental Compliance Plan shall be incorporated in the lease, and shall be included as an exhibit in the relevant sublease(s). The Lessee will be responsible for the overall compliance of its operations. The Lessee will be responsible for ensuring the preparation of all documents, records, and reports associated with the environmental compliance of its operation. The Lessee will be responsible for ensuring the preparation of all documents, records, and reports associated with the environmental compliance of its operation. No liability or responsibility shall attach to Fort Monmouth or the Army as a result of the Army's review and approval of the Environmental Compliance Plan under this paragraph.

The Lessee further agrees that in the event of any assignment or sublease of the leased premises, it shall provide to the NJDEP a copy of the agreement or sublease of the leased premises, by certified mail, within 14 days after the effective date of such transaction. The Lessee shall delete the financial terms and any other proprietary information from the copy of any agreement of assignment or sublease furnished pursuant to this condition.

10. LAND USE RESTRICTIONS

- A.** The United States Department of the Army has undertaken careful environmental study of the Property and concluded that the land use restrictions set forth below are required to ensure protection of human health and the environment. The Lessee shall not undertake nor allow any activity on or use of the Property that would violate the land use restrictions contained herein.
- 1) **Residential Use Restriction.** The Lessee shall not use the Property for residential purposes. For purposes of this provision, residential use includes, but is not limited to: single family or multi-family residences; child care facilities; nursing home or assisted living facilities; and any type of educational purpose for children/young adults in grades kindergarten through 12.
 - 2) **Excavation and Development Restriction.** The Lessee shall not conduct or permit others to conduct any excavation activities (i.e. digging, drilling, or any other excavation or disturbance of the land surface or subsurface) at the Property without prior written approval of the Army.
 - 3) **Groundwater Use Restriction.** The Lessee shall not access or use groundwater underlying the Property for any purpose without the prior written approval of the United States Department of the Army and the New Jersey Department of Environmental Protection. For the purpose of this restriction, "ground water" shall have the same meaning as in section 101(12) of the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA).
- B. Modifying Restrictions.** Nothing contained herein shall preclude the Lessee from undertaking, in accordance with applicable laws and regulations and without any cost to the Army, such additional action necessary to allow for other less restrictive use of the

Property. Prior to such use of the Property, Lessee shall consult with and obtain the approval of the Army, and, as appropriate, the State or Federal regulators, or the local authorities in accordance with this Environmental Protection Provisions. Upon the Lessee's obtaining the approval of the Army and, as appropriate, State or Federal regulators, or local authorities, the Army agrees to revise the lease.

C. **Submissions.** The Lessee shall submit any requests for modifications to the above restrictions to the Army, postage prepaid, addressed as follows:

a. Lessor:

USACE NY District, CENAN-RE
Chief, Real Estate Division,
Noreen D. Dresser
26 Federal Plaza, room 20007
New York, NY 10278

11. HAZARDOUS WASTE MANAGEMENT

The Lessee will not store or dispose of hazardous materials on the leased premises unless authorized under 10 U.S.C. §2692. The Lessee shall strictly comply with hazardous waste management requirements under RCRA and New Jersey hazardous waste management rules, including proper hazardous waste characterization, labeling, storage, disposal, and documentation requirements. Except as specifically authorized by the Army in writing, the Lessee must provide, at its own expense, such hazardous waste management facilities, as needed to maintain compliance with all laws and regulations. Army hazardous waste management facilities will not be available to the Lessee. Any violation of the requirements in this condition shall be deemed a material breach of this lease.

12. EXISTING HAZARDOUS WASTE

The Lessee will not use Fort Monmouth hazardous waste accumulation points. Neither will the lessee permit its hazardous wastes to be commingled with Fort Monmouth's hazardous waste.

13. LESSEE RESPONSE PLAN

The Lessee, either directly or through their sub-lessee, that establishes operations within the facilities being made available for lease shall prepare and maintain thereafter, an Army-approved plan for responding to hazardous waste, fuel, and other chemical spills prior to commencement of operations on the leased premises. Such plan shall be independent of Fort Monmouth's Spill Contingency Plan and, except for initial fire response and/or spill containment, shall not rely on use of Fort Monmouth installation personnel or equipment. Should the Army provide any personnel or equipment, whether for initial fire response and/or spill containment, or otherwise on request of the Lessee, or because the Lessee was not, in the opinion of the said officer, conducting timely cleanup actions, the Lessee agrees to reimburse the

Army for its response costs.

14. ALTERATIONS, ADDITIONS AND IMPROVEMENTS TO THE LEASED PREMISES

The Lessee shall not construct, make or permit any alterations, additions, or improvements or otherwise modify the leased premises in any way which may adversely affect Fort Monmouth's investigations, restoration, or human health or the environment without prior written consent of the Army. Such consent may include a requirement to provide the Army with a performance and payment bond to it in all respects and other requirements deemed necessary to protect the interests of the Army. Except as such written approval shall expressly provide otherwise, all such approved alterations/additions/modifications shall become government property when annexed to leased premises.

15. 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.

16. NOTICE OF THE PRESENCE OF LEAD-BASED PAINT (LBP) AND COVENANT

- A. The Lessee is hereby informed and does acknowledge that some of the buildings on the Property, which were constructed or rehabilitated prior to 1978, are presumed to contain lead-based paint. The following buildings on the Property are presumed to contain lead-based paint: Buildings 678. . 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 Lessee covenants and agrees that it shall not permit the occupancy or use of any buildings or structures on the Property as Residential Property, as defined under 24 Code of Federal Regulations Part 35, without complying with this section and all applicable federal, state, and local laws and regulations pertaining to lead-based paint and/or lead-based paint hazards. Prior to permitting the occupancy of the Property where its use subsequent to sale is intended for residential habitation, the Grantee specifically agrees to perform, at its sole expense, the Army's abatement requirements under Title X of the Housing and Community Development Act of 1992 (Residential Lead-Based Paint Hazard Reduction Act of 1992)
- C. The Lessee 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 Lessee 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.

17. PESTICIDE NOTIFICATION AND COVENANT

The Lessee is hereby notified and acknowledges that registered pesticides have been applied to the property leased herein and may continue to be present thereon. The Lessor and Lessee 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 Lessee covenants and agrees that if the Lessee 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, Lessee assumes all responsibility and liability therefor.