

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

**1 LT Ray S. Musselman Memorial U.S. Army Reserve Center
(PA068)**

Norristown, Pennsylvania

August 2012

Draft

**FINDING OF SUITABILITY TO TRANSFER
(FOST)
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1. PURPOSE

The purpose of this Finding Of Suitability To Transfer (FOST) is to document the environmental suitability of property at the 1 LT Ray S. Musselman Memorial United States Army Reserve (USAR) Center, located in Norristown, Pennsylvania, for transfer to the Norristown Area School District consistent with Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) Section 120(h) and Department of Defense (DOD) policy. In addition, the FOST includes the CERCLA Access Provision and other Deed Provisions and the Environmental Protection Provisions (EPPs) necessary to protect human health or the environment after such transfer.

2. PROPERTY DESCRIPTION

The property consists of approximately 3.45 acres, which includes two permanent buildings: Administration Building and Organizational Maintenance Shop (OMS). The property was previously used for administrative, training and logistical purposes and vehicle and equipment maintenance. The property is intended to be reused by the Norristown Area School District for use as an elementary school consistent with the intended reuse of the property as set forth in the Reuse Plan. A site map of the property is attached (Enclosure 1).

3. ENVIRONMENTAL DOCUMENTATION

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

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

4. ENVIRONMENTAL CONDITION OF PROPERTY

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

ECP Category 2: Ray S. Musselman Memorial USAR Center (PA068)

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

There are no environmental investigation/remediation sites and no evidence of groundwater contamination on the property. With the exception of investigations associated with a former underground storage tank, no soil or groundwater sampling has been conducted on the Property.

4.2. Storage, Release, or Disposal of Hazardous Substances

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

4.3. Petroleum and Petroleum Products

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

- **Current UST/AST Sites** - There are no current underground or aboveground petroleum storage tanks (USTs/ASTs) on the property.
- **Former UST/AST Sites** – There was one underground petroleum storage tank (UST) on the property that has been removed or closed in place. A subsurface investigation was conducted in the vicinity of the former UST and finalized in April 2011. All soil samples were below PADEP regulatory action levels. No further action is warranted. See Section 6.0 of the 2011 ECP Update for additional information.

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

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

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

4.4. Polychlorinated Biphenyls (PCB)

There is no evidence that PCB-containing equipment is located or was previously located on the property. The transformer is owned and managed by the local electric company. The transformer appeared to be in good condition at the time of the site reconnaissance and was determined not to be leaking. A 1994 environmental compliance assessment noted that the local

electric company confirmed that the transformer is PCB free. See Section 6.6 of the 2007 ECP for additional information.

4.5. Asbestos

PACM was identified in the following rooms within the Administrative Building: non-friable 12" gray heavily marbled floor tile/mastic in good condition throughout the building, non-friable dark brown coving/mastic in good condition throughout the building, non-friable dark brown caulking in good condition throughout the building, friable ceiling tiles with grooves & pinholes in good condition throughout the building, friable sheetrock/joint compound in good condition throughout the building, non-friable 12" tan floor tile with brown and white marbling/mastic in good condition in rooms 101, 102, 105B, 105C, 106, 111, 111A, 111B, 112 and 113, non-friable tan vent duct mastic in good condition above ceiling tiles in rooms 101, 102, 105, 109, 206, 208, non-friable gray vent duct mastic in good condition above ceiling tiles in room 101, non-friable 12" beige floor tile with brown and white marbling/mastic in good condition in rooms 104, 105, 108, 120, 125 and Hall H-102, friable ceiling tiles with irregular grooves & pinholes in good condition in room 105A, non friable green coving/mastic in good condition in room 105A, non-friable tan carpet mastic in good condition in room 105A, non-friable vault door in good condition in room 107, non-friable gray coving/mastic in good condition in room 110, non-friable staitread /mastic in good condition in stairways S-001 and S-002, non-friable white exterior caulking in good condition around exterior side of doors and windows of the building, damaged friable aircell piping insulation assumed to be located above ceilings and in pipe chases, and damaged friable mudded fitting insulation assumed to be located above ceilings & in pipe chases

PACM was identified in the following rooms within the OMS: non-friable dark brown coving/mastic in good condition in rooms 102, 104 and 105, friable sheetrock/joint compound in good condition rooms 100, 101, 102, 103, 104 and 105, non-friable 12" beige floor tile with brown and white marbling/mastic in good condition in rooms 102, 104 and 105, non-friable white door caulking in good condition in rooms 101, 102, 104, 105 and exterior side of doors, non-friable tan wall mastic in good condition in room 105, and non-friable white window glazing in good condition in the interior side of room 100 windows.

Any remaining friable asbestos that has not been removed or encapsulated will not present an unacceptable risk to human health because the grantee will be notified of the presence of the ACM and the property will only be transferred if the grantee agrees to undertake any and all asbestos abatement or remediation that may be required under applicable law. Further, the grantee will covenant and agree that its use and occupancy of the property will be in compliance with all applicable laws relating to asbestos. The deed will include an asbestos warning and covenant (Enclosure 8).

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

The following buildings are known or presumed to contain lead-based paint (LBP): Administration Building and OMS. See Section 6.7 of the 2007 ECP for additional information. The property was not used for residential purposes and the transferee does not intend to use the

property for residential purposes in the future. The deed will include a lead-based paint warning and covenant (Enclosure 8).

4.7. Radiological Materials

The Army completed a radiological survey of the Property in compliance with the accepted federal government protocol (MARSSIM Class 3). The Radiological Assessment Report found no evidence that radiological contamination or radioactive material was present and concluded that the Property can be considered non-impacted and available for unrestricted use relative to radioactive materials. On 15 June 2012, the US Army Chief of Staff for Installations BRAC Deputy concluded the site is free of radiological concerns. See Enclosure 9 for additional information.

4.8. Radon

Radon surveys were conducted for the USAR Center in November 1988 and February 1989. Radon was not detected at above the EPA residential action level of 4 picocuries per liter (pCi/L) in these buildings.

4.9. Munitions and Explosives of Concern (MEC)

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

4.10. Other Property Conditions

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

5. ADJACENT PROPERTY CONDITIONS

The following potentially hazardous conditions exist on adjacent properties: Monty's Service Center, located at 1349 Sandy Hill Road and approximately 237 feet east-northeast of the Property, is an active Leaking Underground Storage Tank (LUST) site. According to files, Monty's Service Center has excavated impacted soil and installed monitoring wells to determine the nature and extent of groundwater contamination. Interviews with PADEP indicated that the release has impacted adjacent properties. As a result, the investigation is being expanded to include installation of monitoring wells on properties adjacent to Monty's Service Center property. The PADEP-approved investigation plan includes proposed monitoring well installations on the USAR Center property to assist in delineating the groundwater plume and defining the groundwater flow direction. Investigations to date indicate that the impacted groundwater is in a fracture controlled bedrock system, the downgradient direction of which has not been defined. According to PADEP,

The USAR Center is potentially crossgradient, but within any potential offsite plume migration. To date, available information contains no evidence that the release Monty's Service Center has impacted groundwater beneath the USAR Center and has not indicated that the USAR Center is directly downgradient of the release site. See Section 5.2.3 of the 2007 ECP for further information.

The presence of these potential hazards on adjacent property does not present an unacceptable risk to human health and the environment because it has not been determined that a release has impacted the USAR Center property.

6. ENVIRONMENTAL REMEDIATION AGREEMENTS

There are no environmental remediation orders or agreements applicable to the property being transferred. The deed will include a provision reserving the Army's right to conduct remediation activities if necessary in the future (Enclosure 7).

7. REGULATORY/PUBLIC COORDINATION

The U.S. EPA, Pennsylvania Department of Environmental Protection (PADEP), and the public were notified of the initiation of this FOST. Regulatory/public comments received during the public comment period will be reviewed and incorporated, as appropriate. A copy of the regulatory/public comments and the Army Response will be included at Enclosure 9.

8. NATIONAL ENVIRONMENTAL POLICY ACT (NEPA) COMPLIANCE

The environmental impacts associated with the proposed transfer of the property have been analyzed in accordance with the National Environmental Policy Act (NEPA). The results of this analysis are documented in the Environmental Assessment for BRAC05 Closure, Disposal and Reuse of the 1LT Ray S. Mussleman United States Army Reserve Center Norristown, PA, and the associated Finding of No Significant Impact finalized and signed on 11 May 2012. There were no encumbrances or condition identified in the NEPA analysis as necessary to protect human health or the environmental.

9. FINDING OF SUITABILITY TO TRANSFER

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

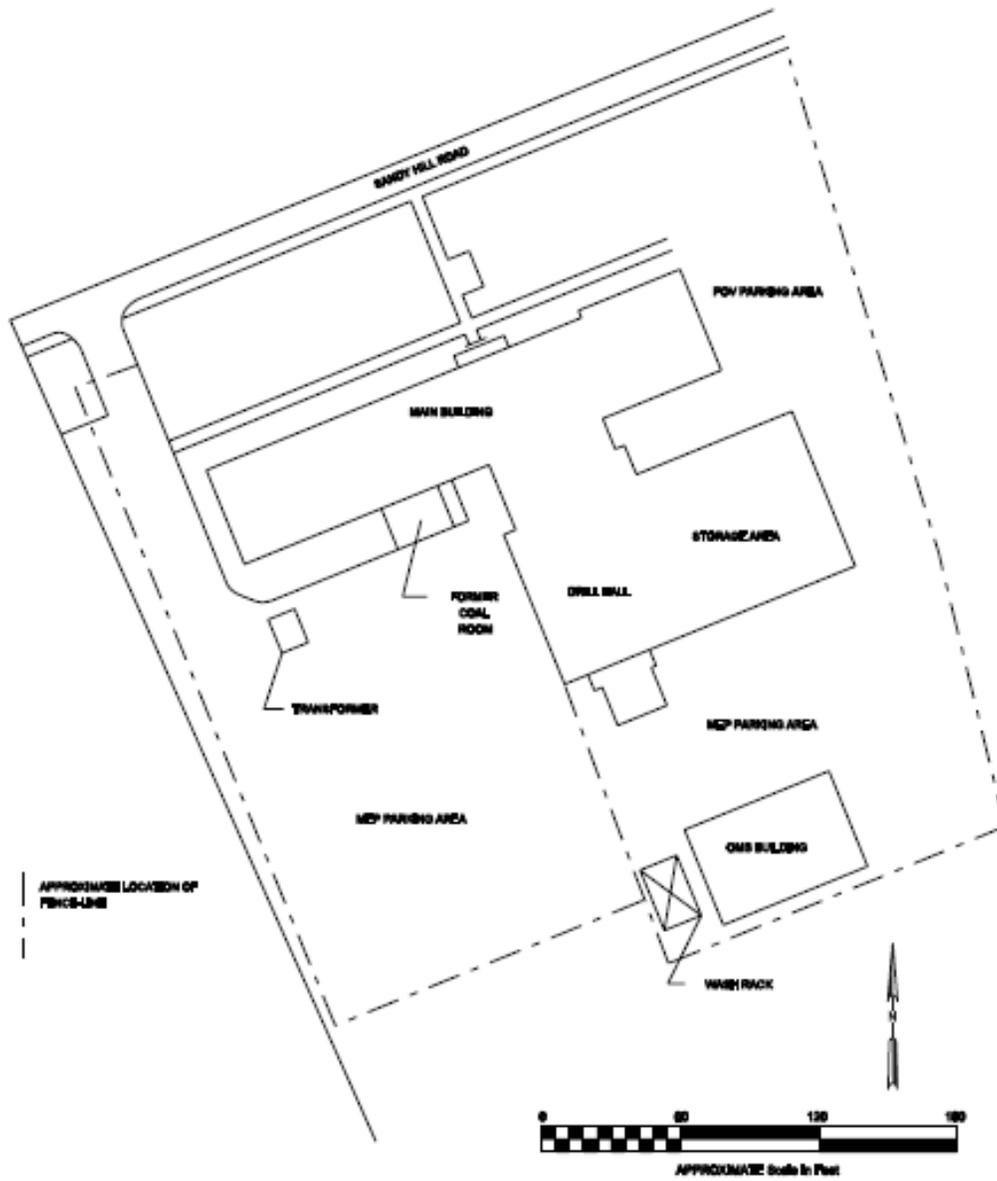
Tom Lederle
ACSIM- ODB Deputy

Date

Enclosures

- Encl 1 -- Site Map of Property
- Encl 2 -- Environmental Documentation
- Encl 3 -- Table 1 -- Description of Property
- Encl 4 -- Table 2 -- Notification of Hazardous Substance Storage, Release, or Disposal
- Encl 5 -- Table 3 -- Notification of Petroleum Product Storage, Release, or Disposal
- Encl 6 -- Radiological Memo
- Encl 7 -- Access Provision and Other Deed Provisions
- Encl 8-- Environmental Protection Provisions
- Encl 9 -- Regulatory/Public Comments and Army Response

ENCLOSURE 1 SITE MAP OF PROPERTY



*Source: 2007 ECP Report

ENCLOSURE 2

ENVIRONMENTAL DOCUMENTATION

Document	Source
Environmental Condition of Property Report for 1 LT Ray S. Musselman Memorial U.S. Army Reserve Center (PA068), 1020 Sandy Hill Road, Norristown, Pennsylvania, prepared by CH2M Hill, February 2007	USACE
Environmental Condition of Property Update Report, 1 LT Ray S. Musselman Memorial U.S. Army Reserve Center (PA068), Norristown, Pennsylvania, prepared by XCEL Engineering, Inc., September 2011	USACE
Environmental Analysis, 1 LT Ray S. Musselman U.S. Army Reserve Center (PA068), Norristown, Pennsylvania, April 2012	99 th RSC
Finding of No Significant Impact, 1 LT Ray S. Musselman U.S. Army Reserve Center (PA068), Norristown, Pennsylvania, May 2012	99 th RSC
Memo, Results from the Radiological Survey at the Lycoming Memorial U.S. Army Reserve Center, Norristown, PA, June 2012	99 th RSC
Asbestos Visual Inspection Report, July 2012	99 th RSC

ENCLOSURE 3

TABLE 1 – DESCRIPTION OF PROPERTY

Building Number and Property Description	Condition Category	Remedial Actions
The entire Parcel including all buildings.	2	There was one underground petroleum storage tank (UST) on the property that has been removed or closed in place. A subsurface investigation was conducted in the vicinity of the former UST and finalized in April 2011. All soil samples were below PADEP regulatory action levels. No further action is warranted. See Section 6.0 of the 2011 ECP Update for additional information.

Category 1: Areas where no release or disposal of hazardous substances or petroleum products has occurred. (including no migration of these substances from adjacent areas)

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

Category 3: Areas where release, disposal, and/or migration of hazardous substances has occurred, but at concentrations that do not require a removal or remedial response.

Category 4: Areas where release, disposal, and/or migration of hazardous substances has occurred, and all removal or remedial actions to protect human health and the environment have been taken).

ENCLOSURE 4

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

Building Number	Name of Hazardous Substance(s)	Date of Storage, Release, or Disposal	Remedial Actions
The entire Parcel including all buildings.	No hazardous substances were released or disposed of on the property.	1958/59 to Present (storage only)	None required. Actions required for petroleum products are described in Table 3 – Notification of Petroleum Products Storage, Release, or Disposal (Enclosure 5).
<p>* The information contained in this notice is required under the authority of regulations promulgated under section 120(h) of the Comprehensive Environmental Response, Liability, and Compensation Act (CERCLA or ‘Superfund’) 42 U.S.C. §9620(h). This table provides information on the storage of hazardous substances for one year or more in quantities greater than or equal to 1,000 kilograms or the hazardous substance’s CERCLA reportable quantity (which ever is greater). In addition, it provides information on the known release of hazardous substances in quantities greater than or equal to the substances CERCLA reportable quantity. See 40 CFR Part 373.</p>			

ENCLOSURE 5

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

Building Number	Name of Petroleum Product(s)	Date of Storage, Release, or Disposal	Remedial Actions
OMS	No. 2 Fuel oil	1958/59 to 1988	There was one underground petroleum storage tank (UST) on the property that has been removed or closed in place. A subsurface investigation was conducted in the vicinity of the former UST and finalized in April 2011. All soil samples were below PADEP regulatory action levels. No further action is warranted. See Section 6.0 of the 2011 ECP Update for additional information.

ENCLOSURE 6

RADIOLOGICAL MEMO



REPLY TO
ATTENTION OF

DAIM-ODB

15 June 2012

DEPARTMENT OF THE ARMY
OFFICE OF THE ASSISTANT CHIEF OF STAFF FOR INSTALLATION MANAGEMENT
600 ARMY PENTAGON
WASHINGTON, DC 20310-0600

MEMORANDUM FOR RECORD

SUBJECT: Results from the Radiological Survey at the 1LT Ray S. Musselman Memorial U.S. Army Reserve Center (USARC) in Norristown, Pennsylvania

1. On 15 June 2012, the final survey work for the radiological release at the 1LT Ray S. Musselman Memorial USARC was completed in compliance with the accepted federal government protocol (MARSSIM Class 3). The enclosed Radiological Survey Report provides an evaluation of radiological materials used and the summary of findings and results. The report concludes that no further action is required with respect to the radioactive devices or materials identified. The site is free of radiological concerns.
2. The point of contact for questions or comments is Mr. Hans Honerlah, Health Physicist, U.S. Army Corps of Engineers, Baltimore District, 410-962-4400, electronic mail hans.b.honerlah@usace.army.mil.

Encl


Thomas E. Lederle
Deputy Chief, ACSIM
BRAC Division

ENCLOSURE 7

ACCESS PROVISIONS AND OTHER DEED PROVISIONS

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

1. RIGHT OF ACCESS

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

B. In exercising such easement and right of access, the United States shall provide the Grantee or its successors or assigns, as the case may be, with reasonable notice of its intent to enter upon the Property and exercise its rights under this clause, which notice may be severely curtailed or even eliminated in emergency situations. The United States shall use reasonable means, but without significant additional costs to the United States, to avoid and to minimize interference with the Grantee's and the Grantee's successors' and assigns' quiet enjoyment of the property. At the completion of work, the work site shall be reasonably restored. Such easement and right of access includes the right to obtain and use utility services, including water, gas, electricity, sewer, and communications services available on the Property at a reasonable charge to the United States. Excluding the reasonable charges for such utility services, no fee, charge, or compensation will be due the Grantee nor its successors and assigns, for the exercise of the easement and right of access hereby retained and reserved by the United States.

C. In exercising such easement and right of access, neither the Grantee nor its successors and assigns, as the case may be, shall have any claim at law or equity against the United States or any officer, employee, agent, contractor of any tier, or servant of the United States based on actions taken by the United States or its officers, employees, agents, contractors of any tier, or servants pursuant to and in accordance with this clause: Provided, however, that nothing in this paragraph shall be considered as a waiver by the grantee and its successors and assigns of any remedy available to them under the Federal Tort Claims Act. In addition, the Grantee, its successors and assigns, shall not interfere with any response action or corrective action conducted by the Grantor on the Property.

2. “AS IS”

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

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

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

3. HOLD HARMLESS

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

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

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

4. POST-TRANSFER DISCOVERY OF CONTAMINATION

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

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

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

5. ENVIRONMENTAL PROTECTION PROVISIONS

The Environmental Protection Provisions are at Exhibit 8, which is attached hereto and made a part hereof. The Grantee shall neither transfer the property, lease the property, nor grant any interest, privilege, or license whatsoever in connection with the property without the inclusion of the Environmental Protection Provisions contained herein, and shall require the inclusion of the Environmental Protection Provisions in all further deeds, easements, transfers, leases, or grant of any interest, privilege, or license.

ENCLOSURE 8

ENVIRONMENTAL PROTECTION PROVISIONS

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

1. NOTICE OF THE PRESENCE OF ASBESTOS AND COVENANT

A. The Grantee is hereby informed and does acknowledge that friable and non-friable asbestos or asbestos-containing material (“ACM”) 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 following building(s) on the Property has (have) been determined to contain friable asbestos: Administrative Building and OMS. The Grantee agrees to undertake any and all asbestos abatement or remediation in the aforementioned buildings that may be required under applicable law or regulation at no expense to the Grantor. The Grantor has agreed to transfer said buildings to the Grantee, prior to remediation or abatement of asbestos hazards, in reliance upon the Grantee’s express representation and covenant to perform the required asbestos abatement or remediation of these buildings.

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

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

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

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

prior to 1978 is notified that there is a risk of exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning.

B. The Grantee covenants and agrees that it shall not permit the occupancy or use of any buildings or structures on the Property as Residential Property, as defined under 24 Code of Federal Regulations Part 35, without complying with this section and all applicable federal, state, and local laws and regulations pertaining to lead-based paint and/or lead-based paint hazards. Prior to permitting the occupancy of the Property where its use subsequent to sale is intended for residential habitation, the Grantee specifically agrees to perform, at its sole expense, the Army's abatement requirements under Title X of the Housing and Community Development Act of 1992 (Residential Lead-Based Paint Hazard Reduction Act of 1992).

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

ENCLOSURE 9

REGULATORY/PUBLIC COMMENTS & ARMY RESPONSE

To be updated after Public Review Period

- The Notice of Availability was placed in the Philadelphia Inquirer and the Draft FOST was placed at the Montgomery County- Norristown Public Library in Norristown, PA from _____ to _____. _____ comments were received during the review period.
- The Draft FOST was sent to PADEP on DATE.
- The Draft FOST was sent to US EPA on _____.
- Insert Army response to comments as necessary.