

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

Seneca Army Depot Activity

Airfield Access Road (Sutton Road), Airfield Parcel

06 June 2019

List of Acronyms

ACRONYM	DEFINITION	ACRONYM	DEFINITION
AD	Army Depot	MEC	Munitions and Explosives of Concern
AFFF	Aqueous Film Forming Foams	NEPA	National Environmental Policy Act
AST	Aboveground Storage Tank	NFA	No Further Action
BRAC	Base Realignment and Closure	NPL	National Priorities List
CERCLA	Comprehensive Environmental Response, Compensation, and Liability Act	NY	New York
CERFA	Community Environmental Response Facilitation Act	NYSDEC	New York State Department of Environmental Conservation
CFR	Code of Federal Regulations	Parsons	Parsons Government Services, Inc.
DMM	Discarded Military Munitions	PCB	Polychlorinated Biphenyl
DoD	Department of Defense	PFAS	per- and polyfluoroalkyl substances
EBS	Environmental Baseline Survey	ppt	parts per trillion
ECL	Environmental Conservation Law	RCRA	Resource Conservation and Recovery Act
ECP	Environmental Condition of Property	ROD	Record of Decision
EOD	Explosive Ordnance Disposal	RDX	Hexahydro-1,3,5-trinitro-1,3,5-triazine
EPA	Environmental Protection Agency	SCIDA	Seneca County Industrial Development Agency
EPP	Environmental Protection Provision	SEDA	Seneca Army Depot Activity
ESI	Extended Site Investigation	SWMU	Solid Waste Management Unit
FFA	Federal Facility Agreement	TNT	2,4,6-Trinitrotoluene
FIFRA	Federal Insecticide Fungicide and Rodenticide Act	U.S.	United States
FOST	Finding of Suitability to Transfer	UST	Underground Storage Tank
FS	Feasibility Study	USEPA	United States Environmental Protection Agency
ft	Feet	UXO	Unexploded Ordnance
GW	Groundwater	VOCs	Volatile Organic Compounds
LBP	Lead Based Paint		
LUC	Land Use Control		

is attached (Enclosure 2).

4. ENVIRONMENTAL CONDITION OF PROPERTY

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

ECP Category 1: Parcel B (to the Center line of Route 96-A) Former Sutton Road.

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

4.1. ENVIRONMENTAL REMEDIATION SITES

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

4.2. STORAGE, RELEASE, OR DISPOSAL OF HAZARDOUS SUBSTANCES

There is no evidence that hazardous substances were stored, released, or disposed of on the Property in excess of the 40 CFR Part 373 reportable quantities. The CERCLA § 120(h)(4) Covenant and Access Rights within Enclosure 4 will be included in the Deed.

4.3. PETROLEUM AND PETROLEUM PRODUCTS

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

There is no evidence that PCB-containing equipment is located or was previously located on the Property.

4.5. ASBESTOS

There is no evidence that buildings or structures with asbestos-containing material (ACM) are located on the Property.

4.6. LEAD-BASED PAINT (LBP)

There is no evidence that buildings or structures with LBP are located on the Property.

4.7. RADIOLOGICAL MATERIALS

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

**ENCLOSURE 1
SITE MAP OF PROPERTY**

ENCLOSURE 2

ENVIRONMENTAL DOCUMENTATION

1. SEDA’s Bulk Petroleum Storage registration dated January 14, 2002.
2. New York State Department of Environmental Conservation (NYSDEC) Region 8 spill list.
3. SEDA Ordnance and Explosives Archives Search Report dated December 1998.
4. Final Investigation of Environmental Baseline Survey Non-Evaluated sites SEAD-199A, SEAD-122(A,B,C,D,E), SEAD-123(A,B,C,D,E,F), SEAD 46, SEAD-68, SEAD-120(A,B,C,D,E,F,G,H,I,J), and SEAD-121(A,B,C,D,E,F,G,H,I) dated May 1999.
5. NEPA Record of Decision for the Disposal and Reuse of Seneca Army Depot Activity dated May 12, 1998.
6. Final Record of Decision for 17 No Action/No Further Action SWMUs Requiring Land Use Controls (SEADs 13, 39, 40, 41, 43/56/69, 44A, 44B, 52, 62, 64B, 64C, 64D, 67, 122B and 122E dated July 25, 2007.
7. 2017 PFAS Site Inspection Report for the Fire Training and Demonstration Pad (SEAD 25), Fire Training Pit and Area (SEAD 26) and Airfield and Refueling Pads (SEAD 122E), Seneca Army Depot Activity, Romulus, New York. Final (Parsons, 2018).
8. Environmental Condition of Property Report Update Sites SEAD-12, SEAD-46, SEAD-002-R-01, SEAD-70, and Airfield Access Road, dated April 01, 2019 (Parsons, 2019).

ENCLOSURE 3

TABLE 1 – DESCRIPTION OF PROPERTY

Building Number and Property Description	EBS Parcel Designation	Condition Category	Remedial Actions
Parcel B (to the Center line of Route 96-A) Former Sutton Road		1	None

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.

its successors or assigns, as the case may be, with reasonable notice of its intent to enter upon the property and exercise its rights under this clause, which notice may be severely curtailed or even eliminated in emergency situations. The United States shall use reasonable means to avoid and to minimize interference with the grantee's and the grantee's successors' and assigns' quiet enjoyment of the property. At the completion of work, the work site shall be reasonably restored. Such easement and right of access includes the right to obtain and use utility services, including water, gas, electricity, sewer, and communications services available on the property at a reasonable charge to the United States. Excluding the reasonable charges for such utility services, no fee, charge, or compensation will be due the grantee, nor its successors and assigns, for the exercise of the easement and right of access hereby retained and reserved by the United States.

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.

II. OTHER DEED PROVISIONS:

A. "AS IS"

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

b. No warranties, either express or implied, are given with regard to the condition of the Property, including, without limitation, whether the Property does or does not contain any conditions on the Property. 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 conditions on the Property. The failure of the Grantee to inspect or to exercise due diligence to be fully informed as to the condition of all or any portion of the Property offered, will not constitute grounds for any claim or demand against the United States.

c. Nothing in this "As Is" provision will be construed to modify or negate the Grantor's obligation under the "Covenant Pursuant to Section 120(h)(4)(D)(i) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. §9620(h)(4)(D)(i))", or any other statutory obligation.

ENCLOSURE 5

ENVIRONMENTAL PROTECTION PROVISIONS

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

1. FEDERAL FACILITIES AGREEMENT

The Grantor acknowledges that the Seneca Army Depot Activity has been identified as a National Priorities List (NPL) site under the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) of 1980, as amended. The Grantee acknowledges that the Grantor has provided it with a copy of the Seneca Federal Facility Agreement (FFA) dated January 23, 1993. For so long as the Property remains subject to the FFA, the Grantee, its successors and assigns, agree that they will not interfere with United States Department of the Army activities required by the FFA. In addition, should any conflict arise between the FFA and any amendment thereto and the deed provisions, the FFA provisions will take precedence. The Grantor assumes no liability to the Grantee, its successors and assigns, should implementation of the FFA interfere with their use of the Property.

2. PESTICIDE NOTICE AND COVENANT

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

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

ENCLOSURE 6

REGULATORY / PUBLIC COMMENTS AND RESPONSE