

# ETI MOU



**DEPARTMENT OF THE AIR FORCE**  
**HEADQUARTERS MASSACHUSETTS AIR NATIONAL GUARD (NGB)**  
**50 MAPLE STREET, MILFORD MA 01757-3604**

15 September 1998

Major Timothy A. Mullen  
Assistant Staff Judge Advocate  
Attorney Advisor  
Headquarters Massachusetts Air National Guard  
c/o 330 East Inner Road  
Otis ANG Base, MA 02542-1320

Buzzards Bay Project  
National Estuary Program  
Attn: Tony Millham  
2870 Cranberry Highway  
East Wareham, MA 02538

Dear Mr. Millham,

Enclosed please find copy of License No. DACA51-3-98-078, which permits use of approximately 2.5 acres of land at Otis Air National Guard Base by the Buzzards Bay Project. Any questions concerning this matter, please contact me at your convenience, (508)968-7250. Thank you for your time and attention.

Sincerely

TIMOTHY A. MULLEN, Major, MA ANG

Attachment:  
Lic. No. DACA51-3-98-078

DEPARTMENT OF THE AIR FORCE LICENSE  
OTIS AIR NATIONAL GUARD BASE (ANGB)

BARNSTABLE, MASSACHUSETTS

No. DACA51-3-98-078

THE SECRETARY OF THE AIR FORCE, hereinafter referred to as the Secretary, under authority of the General Administrative Power of the Secretary hereby grants to the COMMONWEALTH OF MASSACHUSETTS, EXECUTIVE OFFICE OF ENVIRONMENTAL AFFAIRS (EOEA), REPRESENTED BY THE COASTAL ZONE MANAGEMENT OFFICE AS HEAD OF THE BUZZARDS BAY PROJECT, hereinafter referred to as the Grantee a License for use of approximately 2.5 acres of land at Otis Air National Guard Base (ANGB), Massachusetts over, across, in and upon lands of the United States, as identified in Exhibits "A" and "B", attached hereto and made a part hereof, hereinafter referred to as the premises.

THIS LICENSE is granted subject to the following conditions.

1. TERM

This License is granted for a term of five (5) years, beginning 2 June 1998 and ending 1 June 2003, but revocable at will by the Secretary.

2. NOTICES

All notices to be given pursuant to this License shall be addressed, if to the Grantee, to Executive Office of Environmental Affairs, 100 Cambridge Street, 20th Floor, Boston, Massachusetts 02202; and if to the United States, to the District Engineer, Attention: Chief, Real Estate Division (CENAN-RE-M), Department of the Army, New York District, Corps of Engineers, 26 Federal Plaza, New York, New York 10278-0090 or as may from time to time otherwise be directed by the parties. Notice shall be deemed to have been duly given if and when enclosed in a properly sealed envelope addressed as aforesaid, and deposited, postage prepaid, in a post office regularly maintained by the United States Postal Service.

3. AUTHORIZED REPRESENTATIVES

Except as otherwise specifically provided, any reference herein to "Secretary", "District Engineer", "Installation Commander", or "said officer" shall include their duly authorized representatives. Any reference to "Grantee" shall include any duly authorized representatives.

4. SUPERVISION BY THE INSTALLATION COMMANDER

The use and occupation of the premises shall be subject to the general supervision and approval of the Installation Commander, Otis Air National Guard Base (ANGB), Massachusetts

hereinafter referred to as said officer, and to such rules and regulations as may be prescribed from time to time by said officer.

## 5. APPLICABLE LAWS AND REGULATIONS

The Grantee shall comply with all applicable Federal, State, County and municipal laws, ordinances and regulations wherein the premises are located.

## 6. CONDITIONAL USE BY GRANTEE

The exercise of the privileges herein granted shall be:

- a. without cost or expense to the United States.
- b. subject to the right of the United States to improve, use or maintain the premises.
- c. subject to other outgrants of the United States on the premises.
- d. personal to the Grantee, and this License, or any interest therein, may not be transferred or assigned.

## 7. CONDITION OF PREMISES

The Grantee acknowledges that it has inspected the premises, knows its condition, and understands that the same is granted without any representations or warranties whatsoever and without any obligation on the part of the United States.

## 8. COST OF UTILITIES

The Grantee shall pay the cost, as determined by said officer, having immediate supervision over the premises, of producing and/or supplying any utilities and other services furnished by the Government or through Government-owned facilities for the use of the Grantee, including the Grantee's proportionate share of the cost of operation and maintenance of the Government-owned facilities by which such utilities or services are produced or supplied. The Government shall be under no obligation to furnish utilities or services. Payment shall be made in the manner prescribed by the officer having such jurisdiction.

## 9. PROTECTION OF PROPERTY

The Grantee shall keep the premises in good order and in a clean, safe condition by and at the expense of the Grantee. The Grantee shall be responsible for any damage that may be caused to the property of the United States by the activities of the Grantee under this License, and shall exercise due diligence in the protection of all property located on the premises against fire or damage from any and all other causes. Any property of the United States damaged or destroyed by the Grantee incident to the exercise of the privileges herein granted shall be promptly

repaired or replaced by the Grantee to a condition satisfactory to said officer, or at the election of said officer, reimbursement made therefor by the Grantee in an amount necessary to restore or replace the property to a condition satisfactory to said officer.

#### 10. RESTORATION

On or before the expiration date of this License or its termination by the Grantee, the Grantee shall vacate the premises, remove the property of the Grantee, and restore the premises to a condition satisfactory to said officer. If, however, this License is revoked, the Grantee shall vacate the premises, remove said property and restore the premises to the aforesaid condition within such time as the District Engineer may designate. In either event, if the Grantee shall fail or neglect to remove said property and restore the premises, then, at the option of said officer, the property shall either become the property of the United States without compensation therefore, or said officer may cause the property to be removed and no claim for damages against the United States or its officers or agents shall be created by or made on account of such removal and restoration work. The Grantee shall also pay the United States on demand any sum which may be expended by the United States after the expiration, revocation, or termination of this License in restoring the premises.

#### 11. NON-DISCRIMINATION

The Grantee shall not discriminate against any person or persons or exclude them from participation in the Grantee's operations, programs or activities because of race, color, religion, sex, age, handicap, or national origin in the conduct of operations on the premises. The Grantee will comply with the Americans with Disabilities Act and attendant Americans with Disabilities Act Accessibility Guidelines (ADAAG) published by the Architectural and Transportation Barriers Compliance Board.

#### 12. TERMINATION

This License may be terminated by the Grantee at any time by giving the District Engineer at least ten (10) days notice in writing.

#### 13. ENVIRONMENTAL PROTECTION

a. Within the limits of their respective legal powers, the parties to this License shall protect the premises against pollution of its air, ground and water. The Grantee shall comply with any laws, regulations, conditions, or instructions affecting the activity hereby authorized if and when issued by the Environmental Protection Agency, or any Federal, State, interstate or local governmental agency having jurisdiction to abate or prevent pollution. The disposal of any toxic or hazardous materials within the premises is specifically prohibited. Such regulations, conditions, or instructions in any Federal, State, interstate or local governmental agency are hereby made a condition of this License. The Grantee shall not discharge waste or effluent from the premises in such a manner that the discharge will contaminate streams or other bodies of water or otherwise become a public nuisance.

b. The Grantee will use all reasonable means available to protect the environment and natural resources, and where damage nonetheless occurs from the Grantee's activities, the Grantee shall be liable to restore the damaged resources.

c. The Grantee must obtain approval in writing from said officer before any pesticides or herbicides are applied to the premises.

14. A Preliminary Environmental Impact Analysis and Environmental Baseline Survey Report, Phase I are attached hereto and made a part hereof as Exhibits "C" and "D". This action has been reviewed and qualifies for a Categorical Exclusion from further environmental analysis.

#### 15. HISTORIC PRESERVATION

The Grantee shall not remove or disturb, or cause or permit to be removed or disturbed, any historical, archaeological, architectural or other cultural artifacts, relics, remains or objects of antiquity. In the event such items are discovered on the premises, the Grantee shall immediately notify said officer and protect the site and the material from further disturbance until said officer gives clearance to proceed.

#### 16. DISCLAIMER

This License is effective insofar as the rights of the United States in the premises are concerned; and the Grantee shall obtain any permit or License which may be required by Federal, State, or local statute in connection with the use of the premises. It is understood that the granting of this License does not preclude the necessity of obtaining a Department of the Army permit for activities which involve the discharge of dredge or fill material or the placement of fixed structures in the waters of the United States, pursuant to the provisions of Section 10 of the Rivers and Harbors Act of 3 March 1899 (33 USC 403), and Section 404 of the Clean Waters Act (33 USC 1344).

#### 17. INSURANCE

In the event the Grantee is a self-insurer, the furnishing of an insurance policy shall not apply but the Grantee shall furnish an appropriate certificate indicating that it is a self-insurer.

18. The area will be used to support the Buzzards Bay Project which operates under a federal grant to establish a facility to test and promote alternative septic system technologies for use in Massachusetts.

19. This action has been reviewed with AFI 32-7061, Environmental Impact Analysis and it has been determined that it qualifies for a Categorical Exclusion from further Environmental Analysis. Otis Air National Guard Base, Massachusetts is located in a non-attainment area. This project will not cause or contribute to any new violation of any standard in any area.

20. A Preliminary Environmental Impact Analysis is attached hereto and made a part hereof as Exhibit "C".

21. Also an Environmental Baseline Survey Report, Phase I is attached hereto and made a part hereof as Exhibit "D".

22. That the Government shall have access for ingress and egress to the 2.5 acres from the surrounding Otis Air National Guard Base leased and licensed property.

23. That the Coastal Zone Management Office agrees to pay all costs associated with the project including construction, maintenance and utilities.

25. That the Coastal Zone Management Office agrees to assume all liability associated with this project to include equipment, personnel and environment.

THIS LICENSE is not subject to Title 10, United States Code, Section 2662, as amended.

IN WITNESS WHEREOF, I have hereunto set my hand by authority of the Secretary of the Air Force, this 3 day of June 1998



WILLIAM E. EDWARDS, DIRECTOR  
Air Force Real Estate Agency

THIS LICENSE is also executed by the Grantee this 15<sup>th</sup> day of June 1998.

COASTAL ZONE MANAGEMENT OFFICE

BY: 

Signature

MARGARET H. BRADY

Print or Type Name

TITLE: DIRECTOR

"Alternative Septic System Test Center"  
located at  
Mass. Military Reservation, MA ANG Base, Cape Cod

Beginning at a point, said point being the more westerly gate post in the most northwesterly gate in the existing fence surrounding the old treatment plant area; thence

N 52-52-53 W A distance of One Hundred Ten and 99/100 feet (110.99') to a point; thence

N 14-14-56 E A distance of Two Hundred Forty Three and 26/100 feet (243.28') to a point; thence

S 76-50-30 E A distance of One Hundred Seventy Three and 74/100 feet (173.74') to a point; thence

S 75-23-52 E A distance of One Hundred Seventy Five and 48/100 feet (175.48') to a point; thence

S 47-08-11 E A distance of Forty Four and 51/100 feet (44.51') to a point; thence

S 08-50-40 W A distance of Thirty Four and 03/100 feet (34.03') to a point; thence

S 69-09-36 W A distance of Twenty Seven and 58/100 feet (27.58') to a point; thence

S 44-48-08 W A distance of Fifty Three and 47/100 feet (53.47') to a point; thence

S 12-38-38 W A distance of Sixty Six and 69/100 feet (66.69') to a point; thence

S 07-17-57 W A distance of One Hundred Sixty Nine and 12/100 feet (169.12') to a point, said point being the more northerly gate post in the most northeasterly gate in the existing fence surrounding the old treatment plant area; thence

N 62-12-54 W A distance of Two Hundred Sixty Nine and 35/100 feet (269.35') to the point of beginning.

Containing 108,825 square feet, more or less.

Meaning and intending to describe the perimeter of the Alternative Septic Test Center at Otis ANG Base.

EXHIBIT "B"



SEP-11-1998 14:19

AFREA/MI

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DEPARTMENT OF THE AIR FORCE  
MASSACHUSETTS AIR NATIONAL GUARD

102D FIGHTER WING  
Otis Air National Guard Base  
Massachusetts 02542-5028

ENVIRONMENTAL BASELINE SURVEY REPORT  
PHASE I

PROPOSED OUTGRANT OF LAND  
FOR USE AS AN  
ALTERNATE ON-SITE WASTEWATER TEST FACILITY  
FOR THE BUZZARDS BAY PROJECT

AUGUST 1997

102D ENVIRONMENTAL MANAGEMENT OFFICE  
OTIS AIR NATIONAL GUARD BASE, MASSACHUSETTS

EXHIBIT "D"

ENVIRONMENTAL BASELINE SURVEY REPORT  
PHASE I

PROPOSED OUTGRANT OF LAND  
FOR USE AS AN  
ALTERNATE ON - SITE WASTEWATER TEST FACILITY  
FOR  
THE BUZZARDS BAY PROJECT

	PAGE
TABLE OF CONTENTS	1-2
EXECUTIVE SUMMARY	3
1.0 PURPOSE OF THE PROPERTY AND SURVEY AREA	3
1.1 Boundaries of the Property and Survey Area	3
2.0 SURVEY METHODOLOGY	4
2.1 Approach and Rationale	4
2.1.1 Description of Documents Reviewed	4
2.1.2 Property Inspections	4
2.1.3 Personal Interviews	5
2.1.4 Sampling	5
3.0 FINDINGS FOR SUBJECT PROPERTY	
3.1 History and Current Use	5
3.2 Environmental Setting	5
3.3 Hazardous Substances	5
3.3.1 Hazardous Materials and Petroleum Products	6
3.3.2 Hazardous and Petroleum Wastes	6
3.4 Installation Restoration Program Contamination	6
3.5 Storage Tanks	6
3.5.1 Above Ground Storage Tanks	6
3.5.2 Underground Storage Tanks	6
3.5.3 Pipelines, Hydrant Fueling, and Transfer Systems	6
3.6 Oil Water Separators	6
3.7 Pesticides	6
3.8 Ordnance	6
3.9 Radioactive Wastes	7
3.10 Solid Waste	7
3.11 Groundwater	7

**ENVIRONMENTAL BASELINE SURVEY REPORT****TABLE OF CONTENTS (CON'T)**

	PAGE
3.12 Wastewater Treatment, Collection, and Discharge	7
3.13 Drinking Water Quality	7
3.14 Asbestos	7
3.15 Polychlorinated Biphenyls	7
3.16 Radon	7
3.17 Lead Based Paint	7
4.0 FINDINGS FOR ADJACENT PROPERTIES	
4.1 Land Uses	7
4.2 Surveyed Properties	8
5.0 APPLICABLE REGULATORY COMPLIANCE ISSUES	8
5.1 List of Compliance Issues	8
5.2 Description of Corrective Actions	8
5.3 Estimates of Various Alternatives	8
6.0 CONCLUSIONS	8
6.1 Facility Matrix	8
6.2 Property Categories	8
6.3 Resources Map	8
7.0 RECOMMENDATIONS	9
8.0 CERTIFICATION	9
APPENDICES:	
APPENDIX A: Terms	
APPENDIX B: Maps	10
APPENDIX C: Aerial and Site Photos	11
APPENDIX D: References	16
APPENDIX E: Interviews	20
APPENDIX F: Certifications	21
	22

DEPARTMENT OF THE AIR FORCE  
MASSACHUSETTS AIR NATIONAL GUARD  
102ND FIGHTER WING  
Otis Air National Guard Base  
Massachusetts 02542-5028

ENVIRONMENTAL BASELINE SURVEY REPORT  
PHASE 1

PROPOSED OUTGRANT OF LAND FOR AN  
ALTERNATE ON SITE WASTEWATER TEST FACILITY  
BUZZARDS BAY PROJECT-COASTAL ZONE MANAGEMENT

EXECUTIVE SUMMARY

**Section 1.0 Purpose of the Environmental Baseline Survey:** The primary purpose for conducting an Environmental Baseline Survey (EBS) is to document the nature, magnitude and extent of any environmental contamination of property considered for acquisition or transfer, lease, sale or any other disposition by the Air Force or Air National Guard. This EBS is a site-specific one for the purpose of OUTGRANTING from the current lease a parcel of land on the Massachusetts Military Reservation to allow for the establishment of an Alternate on-site Wastewater Test Facility identified as the Buzzards Bay Project, sponsored by the Commonwealth's Executive Office of Environmental Affairs, Coastal Zone Management. This parcel would be utilized for the construction and operation of a wastewater septic test center for a period of five (5) years with an alternate for an additional five (5) years if required. This parcel is not required for the operation of the Air National Guard at Otis Air National Guard Base at this time. This parcel is located on land owned by the Commonwealth of Massachusetts, Leased to the Department of the Air Force and Licensed back to the Commonwealth of Massachusetts for use of the Massachusetts Air National Guard. The area to be OUTGRANTED is located within Parcel "H" as identified in Lease Contract No. DACA51-5-75-293, Modification No. 3 and No. 4. Parcel "H", is indicated on the map, Entitled "Property Distribution Of Air Force Leased Area, Otis Air Force Base, Massachusetts--Plan "B".

**1.1 Boundaries of the Property and Survey Area (Map included):** The area to be OUTGRANTED consists of a parcel of land located north of the former base wastewater treatment plant which was completely removed in 1996 and is abutting the new wastewater treatment facility. This parcel is situated within the Massachusetts Military Reservation and the Town of Sandwich, County of Barnstable, Commonwealth of Massachusetts, described as follows:

Beginning at a point, said point being the more westerly gate post in the most northwesterly gate in the existing fence surrounding the old treatment plant area; Thence proceeding N 52-52-53 W a distance of One Hundred Ten and 99/100 feet (110.99') to a point; Thence proceeding N 14-14-56 E a distance of Two Hundred Forty Three and 26/100 feet (243.26') to a point; Thence proceeding S 76-50-30 E a distance of One Hundred Seventy Three and 74/100 feet (173.74) to a point; Thence proceeding a distance of One Hundred Seventy five and 48/100 feet (175.48') to a point; Thence proceeding S 47-09-11 E a distance for Forty Four and 61/100 feet (44.61') to a point; proceeding S 08-50-40 W a distance of Thirty Four and 03/100 feet (34.03') to a point; proceeding S 69-09-36 W a distance of Twenty Seven and 58/100 feet (27.58') to a point; Thence proceeding S 44-48-08 W a distance of Fifty Three and 47/100 feet (53.47') to a point; Thence proceeding S 12-38-38 W a distance of Sixty Six and 69/100 feet (66.69') to a point; Thence proceeding S 07-17-57 W a distance of One Hundred Sixty Nine and 12/100 feet (169.12') to a point, said point being the more northerly gate post in the most northeasterly gate in the existing fence surrounding the old treatment plant area; Thence N 62-12-54 W a distance of Two Hundred Sixty Nine and 35/100 feet (269.35') to the point of beginning.

Containing 108,825 square feet, or 2.5 acres, more or less. Meaning and intending to describe the perimeter of the Alternative Septic Test Center at Otis ANG Base.

**Section 2.0 Survey Methodology:** In conducting this EBS, documents dealing with the lease were reviewed, as were various Installation Restoration Program (IRP) reports. Additionally, an inspection was made of the property and personal interviews with appropriate civil engineering personnel were conducted.

**2.1 Approach and Rationale:** This survey method was considered to be the best approach, as the subject parcel will be located within the Air Force leased area, (Parcel "H").

**2.1.1 Description of Documents Reviewed:** The following documents, which pertain to this area, have been reviewed: 1. Lease between the Commonwealth of Massachusetts and the United States of America, Numbered DACA51-5-75-293, dated 1 July 1974 which included the entire Military Reservation; 2. Supplemental Agreement to the above document, identified as Modification No. 3, dated 1 JUL 1976, which identified certain parcels, returning them to the Commonwealth of Massachusetts, but retained parcels "H" and "I"; 3. License No. DACA51-3-84-50, Department of the Air Force to the Commonwealth of Massachusetts, dated 1 Oct 1980, which granted the State the right to the retained parcels for use by the National Guard, and 4. Drawing prepared by Phelps Engineering, Inc, Middlebury, Vt., Titled "Coastal Zone Management, Wastewater Treatment Technology Test Facility, Buzzards Bay Project, Cape Cod, MA, Drawing Number 97019-1 consisting of 11 sheets dated June 13, 1997.

**2.1.2 Property Inspections:** An inspection of the property was conducted by the Environmental Management Office on 14 July 1997.

**2.1.3 Personal Interviews:** Interviews were conducted with applicable Civil Engineering personnel and personnel from the Base Installation Restoration Program Office (IRP).

**2.1.4 Sampling:** Sampling of this parcel was not performed as part of this Environmental Baseline Survey. The subject parcel is located on Otis Air National Guard Base. All the land on Otis ANGB has been the subject of previous Installation Restoration Program studies and analyses. Initial IRP studies were issued by Metcalf and Eddy, Inc in 1983 and by Roy F. Weston, Inc in 1985 as the IRP was initially implemented on just the Otis ANGB portion of the Massachusetts Military Reservation (MMR). When the National Guard Bureau took over the IRP in 1986 and expanded it MMR-wide, all of Otis ANGB was again studied and a Phase I report was issued by HAZWRAP in 1986. This parcel now being outgranted was never identified as an IRP site, needing further review or analysis. Additionally, nothing has been brought to our attention during the ten years the National Guard Bureau ran the IRP at the MMR or since the Air Force took the IRP over in 1996 which identified this parcel as needing further review or analysis.

### Section 3.0 Findings For Subject Property:

**3.1 History and Current Use (Including Chain of Title):** The area where the subject parcel is located is immediately north of a security fence which enclosed a domestic sewage wastewater treatment plant which was originally constructed during 1936 and modified in 1940 at the start of World War II. In 1995, the sewage plant was completely removed due to construction of a new facility, and all areas filled in and graded. The security fence remains, and north of the fence, where this test facility is proposed has remained vacant except for a small paved parking area and driveway to the wastewater plant. No other construction was ever on this site. The entire area of the reservation was under a lease to the U.S. Army, from the Commonwealth of Massachusetts. In Nov. 1953, the Army transferred the lease to the Department of the Air Force, including all facilities and utilities. In August 1956 the Air Force negotiated a lease with the Commonwealth of Massachusetts for complete control of the Reservation, and major construction commenced. In 1974 the Air Force withdrew its active force, excessed certain areas, and licensed active areas to the Commonwealth of Massachusetts for use of the Massachusetts Air National Guard. These active areas included parcel "H" which is the location of the subject area of this survey.

**3.2 Environmental Setting:** This parcel is located on vacant land which is completely described as a grassland field. All facilities within the general area were very active since 1940, but this area remained vacant, except for a small parking lot and driveway for sewage plant workman's vehicles.

**3.3 Hazardous Substances:** The parcel being outgranted is located on Otis Air National Guard Base. All the land on Otis ANGB has been subject of previous Installation Restoration Program studies and analysis for hazardous substances. Initial IRP studies

were issued by Metcalf and Eddy, Inc in 1983 and by Roy F. Weston, Inc in 1985 as the IRP was initially implemented on just the Otis ANGB portion of the Massachusetts Military Reservation (MMR). When the National Guard Bureau took over the IRP in 1986 and expanded it MMR-wide, all of Otis ANGB was again studied and a Phase I report was issued by HAZWRAP in 1986. This parcel now being outgranted was never identified as an IRP site, or needing further review or analysis for hazardous substances. Additionally, nothing has been brought to our attention during the ten years the National Guard Bureau ran the IRP at the MMR or since the Air Force took over the IRP in 1996 which identified this parcel as needing further review or analysis for hazardous substances.

**3.3.1 Hazardous Materials and Petroleum Products:** The only hazardous materials and petroleum products stored were at the area of the wastewater treatment plant which was located south of the existing fence.

**3.3.2 Hazardous and Petroleum Waste:** There is no knowledge or records of any hazardous or petroleum waste being on this property.

**3.4 Installation Restoration Program Contamination:** There currently is no report of any contamination that would be the subject of the Installation Restoration Program immediately within the subject parcel. All land on Otis ANGB has been the subject of two IRP Phase I reports which included record searches, site visits, interviews, reports and recommendations. These reports were concluded in 1983 and 1986 and the parcel, which is the subject of this EBS was not identified as a potential contaminated area.

**3.5 Storage Tanks:** There were no storage tanks located within the subject parcel.

**3.5.1 Aboveground Storage Tanks:** There are no aboveground storage tanks located now or in the past within the subject parcel.

**3.5.2 Underground Storage Tanks:** There are no underground storage tanks located now or in the past within the subject parcel.

**3.5.3 Pipelines, Hydrant Fueling, and Transfer Systems:** There are no fuel pipelines, hydrant fueling systems or transfer systems now or in the past on the subject parcel.

**3.6 Oil/Water Separators:** There are no oil/water separators located on the subject parcel of land now or in the past.

**3.7 Pesticides:** There are no records of any application of pesticides within the subject parcel.

**3.8 Ordnance:** There are no records of any ordnance being stored or disposed of on the subject parcel.

**3.9 Radioactive Wastes:** There are no records of any radioactive waste being disposed of in this area.

**3.10 Solid Waste:** There are no records or any signs of solid waste disposal on the subject parcel.

**3.11 Ground Water:** The groundwater under this Massachusetts Military Reservation is part of a sole source aquifer. Plumes of contaminated groundwater flow under the site of the parcel and have been labeled by the IRP office as FTA-1 and CS-10. These plumes are presently being investigated and remedial operations have commenced. These plumes do not effect the ground surface and the base water supply system runs adjacent to the parcel eliminating any requirement for well water for future use of the parcel.

**3.12 Wastewater Treatment, Collection and Disposal:** There are no facilities within the parcel nor have there ever been any facilities for wastewater treatment, collection or disposal.

**3.13 Drinking water quality:** The water supplied to this area is of exceptional quality and is tested monthly. The water mains still exist in the area but replacement might be required, depending on the use of the area.

**3.14 Asbestos:** No asbestos was ever utilized on the parcels and no disposal of any asbestos is known to have been accomplished on this parcel.

**3.15 Polychlorinated Biphenyl's:** There is no record of any PCB accidents or disposal on this parcel.

**3.16 Radon:** No Radon survey has been conducted within this area.

**3.17 Lead-Based Paint:** There are no records of any lead based paint being used, stored or disposed of in this area.

**Section 4.00 Findings for Adjacent Properties:** All the property north of the subject parcel consists of heavy brush and scrub pines and is virgin property except for where the Fire Training area was located (FTA-1) that was responsible for the ground water contamination described above. In addition, there are a few small trails and dirt roads which transverse the area. South of the subject parcel was a former wastewater treatment plant for domestic sewerage. This site was completely demolished in 1996 and the area



has been regraded, topsoiled and seeded. The security fence remains. East of the site is the new wastewater treatment plant and to the west there are the remains of the original sand filter beds.

**4.1 Land Uses:** This parcel and the adjacent property have been owned by the Commonwealth of Massachusetts since 1935. In 1940, the land was leased to the U. S. Army until 1950, when it was transferred to the Department of the Air Force. In 1969 the Air Force vacated the property and assigned the Air National Guard as the caretaker of the property. During this entire period, subject parcel remained vacant.

**4.2 Surveyed Properties:** Subject parcels and the immediate adjacent properties have been surveyed and records reviewed. No contamination is known to exist.

**Section 5.0: Applicable Regulatory Compliance Issues:** There are no regulatory compliance issues on the subject property that may pose a risk or liability to the Department of the Air Force or the Air National Guard or a risk to human health or the environment. An Environmental Notification Form (ENF) was submitted by the proponent, to the Massachusetts Secretary of Environmental Affairs, (MEPA Unit No. EOE A 11200) on June 16, 1997 with all required copies to other Federal, State, County and Town Agencies. A MEPA certificate (Massachusetts Environmental Policy Act) was received by the proponent on July 24, 1997 stating that the project will have minimal impact, will have substantial environmental benefits and does not require the preparation of an Environmental Impact Report. (Refer to Appendix "D" for copies)

**5.1 List of Compliance Issues:** None

**5.2 Description of Corrective Actions:** None

**5.3 Estimates of Various Alternatives:** None

## **Section 6.0 Conclusions:**

**6.1 Facility Matrix:** This parcel is vacant of all facilities. No hazardous materials or wastes are known to have been used or stored on the parcel. Also no storage tanks, asbestos or radon were utilized or detected.

**6.2 Property Categories:** This parcel is considered to be Category 1 (No Storage Occurred).

**6.3 Resources Map:** Refer to attached site plan for property location.


**6.4 Data Gaps:** It is believed that all information in relation to this property has been obtained. No further effort should be required to obtain other records or information.

**Section 7.0 Recommendations:** Based on all findings we are recommending the property to be a Category I and that outgranting of this parcel be approved. The environmental suitability of this parcel is considered excellent for any environmental friendly purpose. There are no other environmental concerns that would require further characterization or remedial action.

**Section 8.0 Certifications:**

**CERTIFICATION OF THIS ENVIRONMENTAL BASELINE SURVEY**

The preparer has conducted this Environmental Baseline Survey on behalf of the U.S. Air Force and the Massachusetts Air National Guard. The preparer has reviewed all facilities following an analysis of information during the record search. The information contained in the survey report is based on records made available and, to the best of the preparer's knowledge, is correct and current as of 20 August 1997.

CERTIFIED  DATE 9 SEPT 97  
CHRISTOPHER M. FAUX  
ENVIRONMENTAL MANAGEMENT OFFICER  
102nd Fighter Wing, Otis Air National Guard Base MA

**DESCRIPTION OF AREA SUBJECT TO THIS EBS:** This parcel is identified on the attached site plan included in appendix B. The location of this parcel is within Parcel H as described in real estate document Lease Contract DACA51-75-293, Modification No. 3 and 4 as shown on map entitled "PROPERTY DISTRIBUTION OF AIR FORCE LEASED AREA, OTIS AIR FORCE BASE, MASSACHUSETTS-PLAN B" dated 7 January 1977.

**Appendix A:** Terms

**Appendix B:** Maps, see attached

**Appendix C:** Aerial and Site Photos

**Appendix D:** References, Phase I, IRP studies, in 1982 by Metcalf and Eddy, and in 1986 study by HAZWRAP.

**Appendix E:** Interviews or Site Visits

**Appendix F:** Certifications

**APPENDIX A: TERMS****ENVIRONMENTAL BASELINE SURVEY REPORT**

AFI	Air Force Instruction
ANGB	Air National Guard Base
Category 1	Property Identifier for properties with no record of hazardous material/waste storage or release
Category 2	Property Identifier for properties where only storage has occurred, and no record of release of hazardous material/waste
Category 3	Property Identifier for properties where contamination exists, but below established action levels
CS-10	Chemical Spill Site No.10 at former BOMARC/UTES
DACA	Prefix Used on Contracts Performed by Department of the Army, New York District, Contracting Division
EBS	Environmental Baseline Survey
EOEA	Massachusetts Executive Office of Environmental Affairs
EPA	Environmental Protection Agency
FTA-1	Abandoned former fire training area, No. 1
IRP	Installation Restoration Program
MMR	Massachusetts Military Reservation
NAAQS	National Ambient Air Quality Standards
NPL	National Priorities List
PCB	Polychlorinated Biphenyl

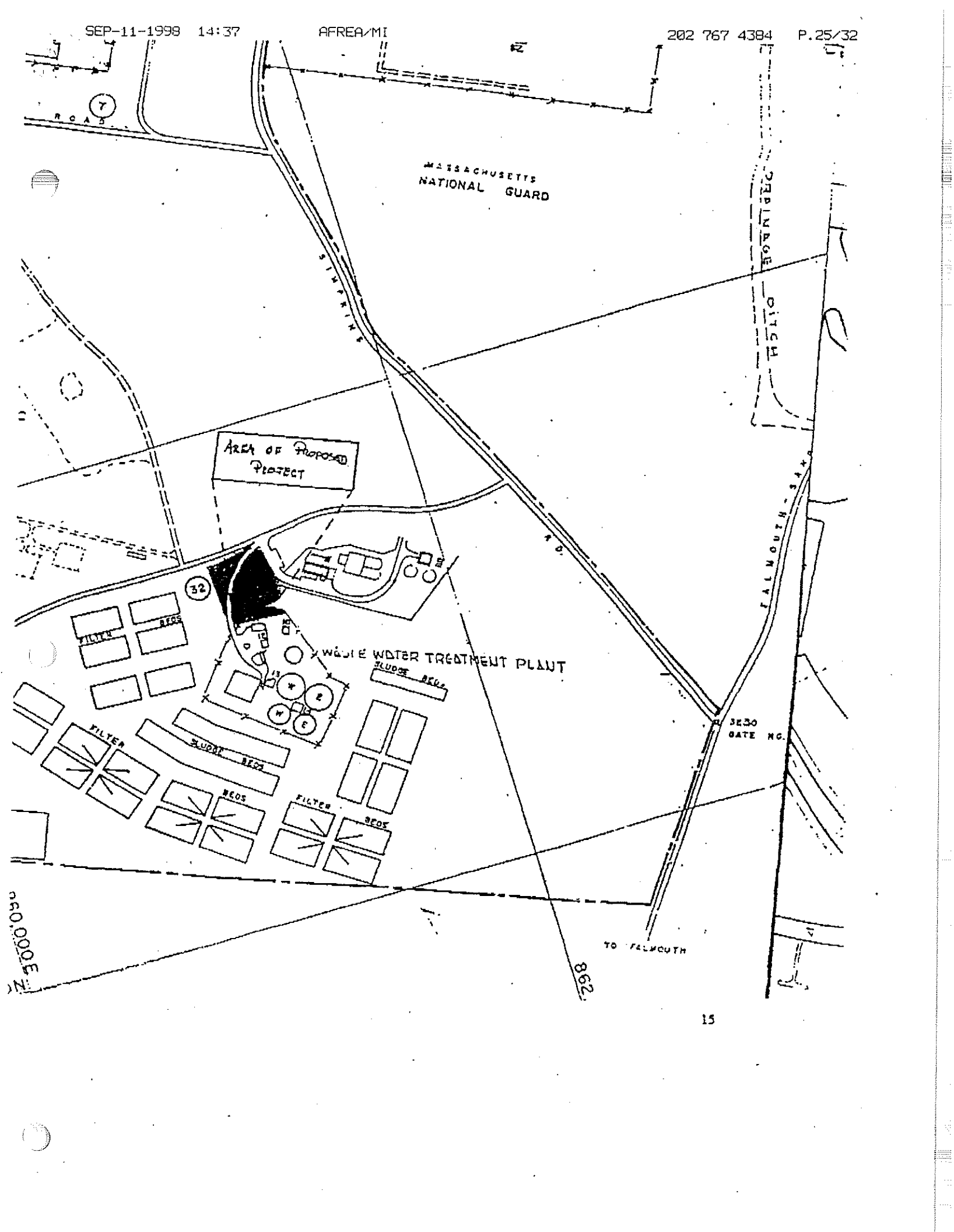
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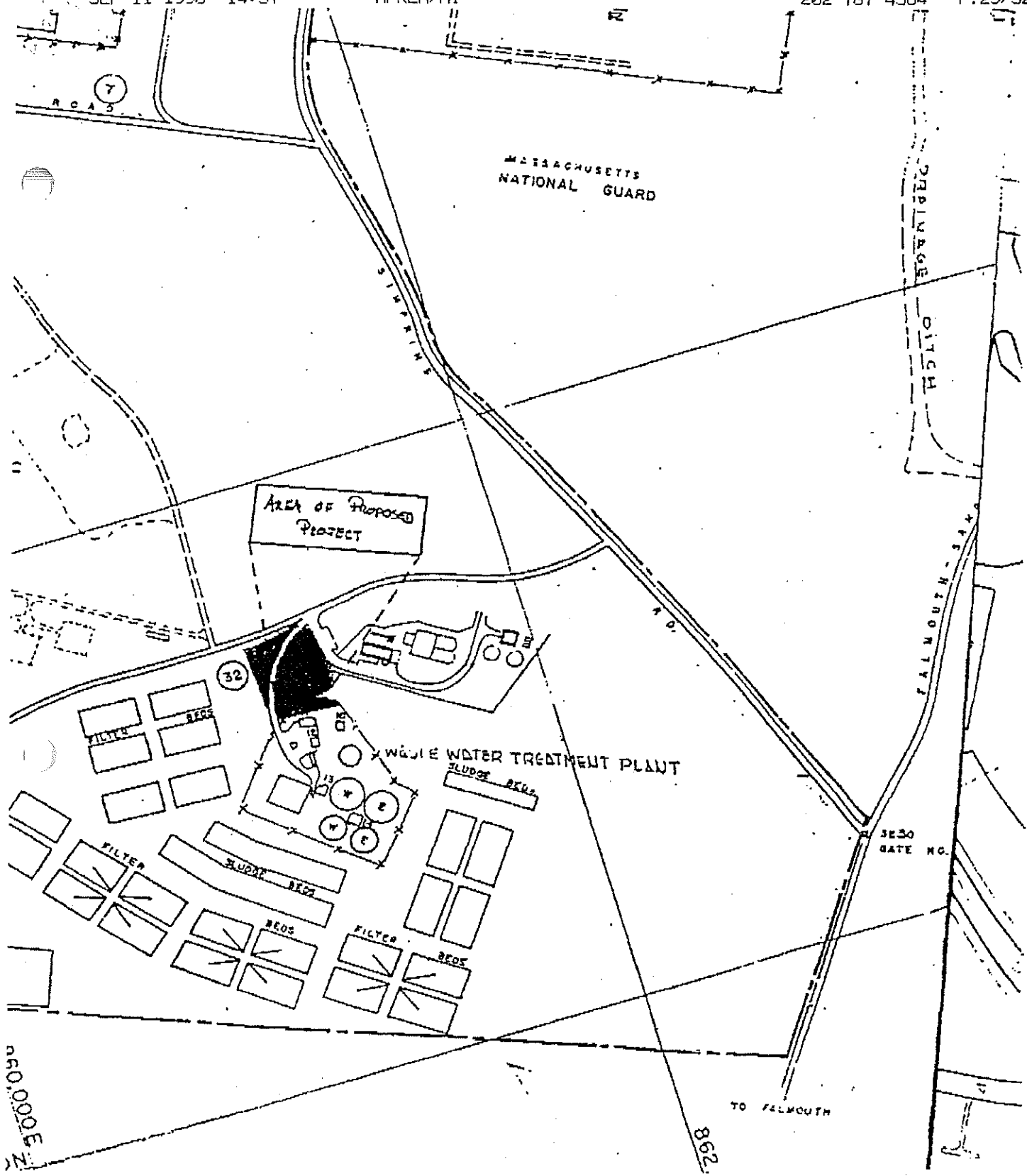
AFREA/MI

202 767 4384 P.21/32

**APPENDIX B - MAPS**



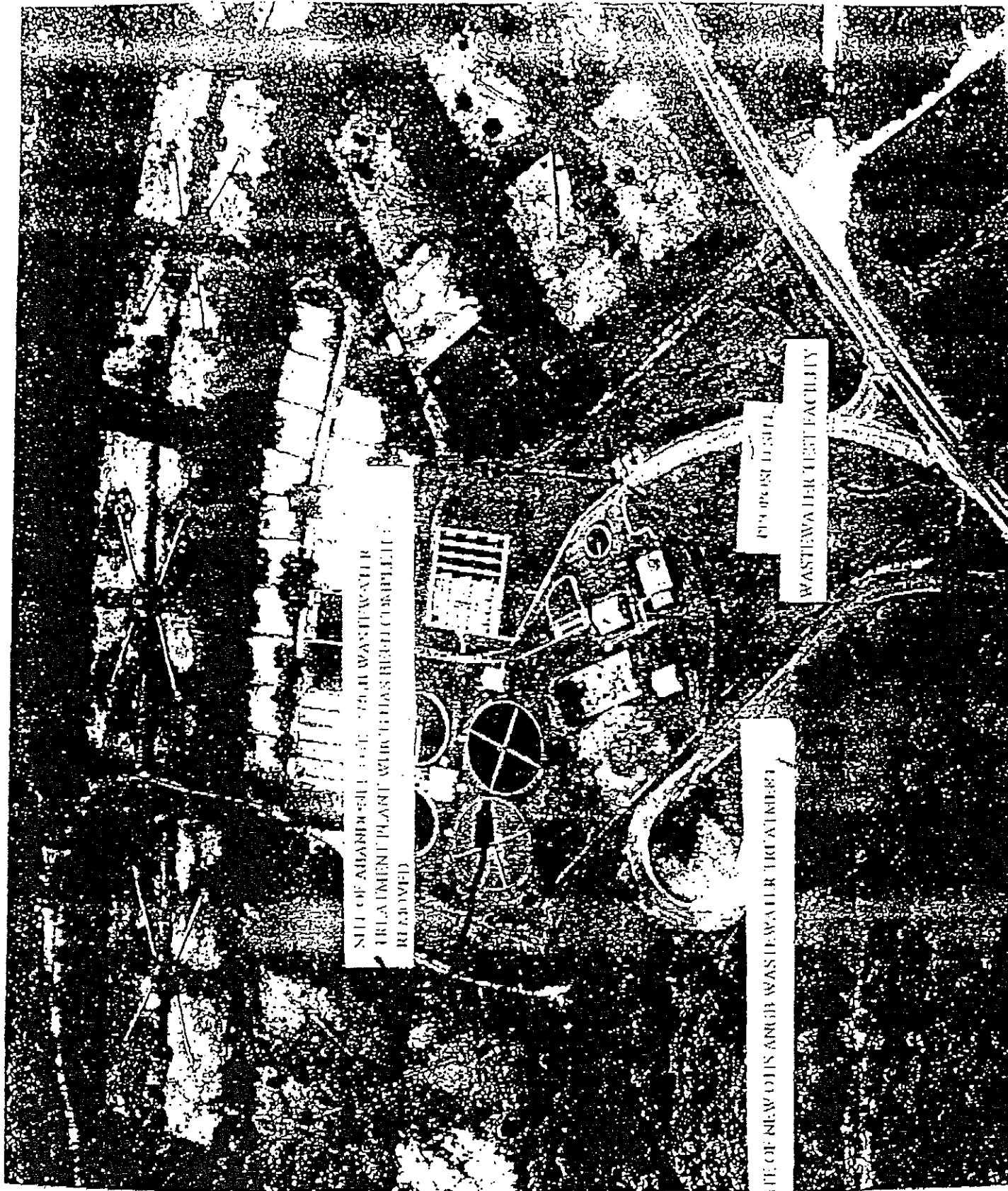




**APPENDIX C - AERIAL & SITE PHOTOS**



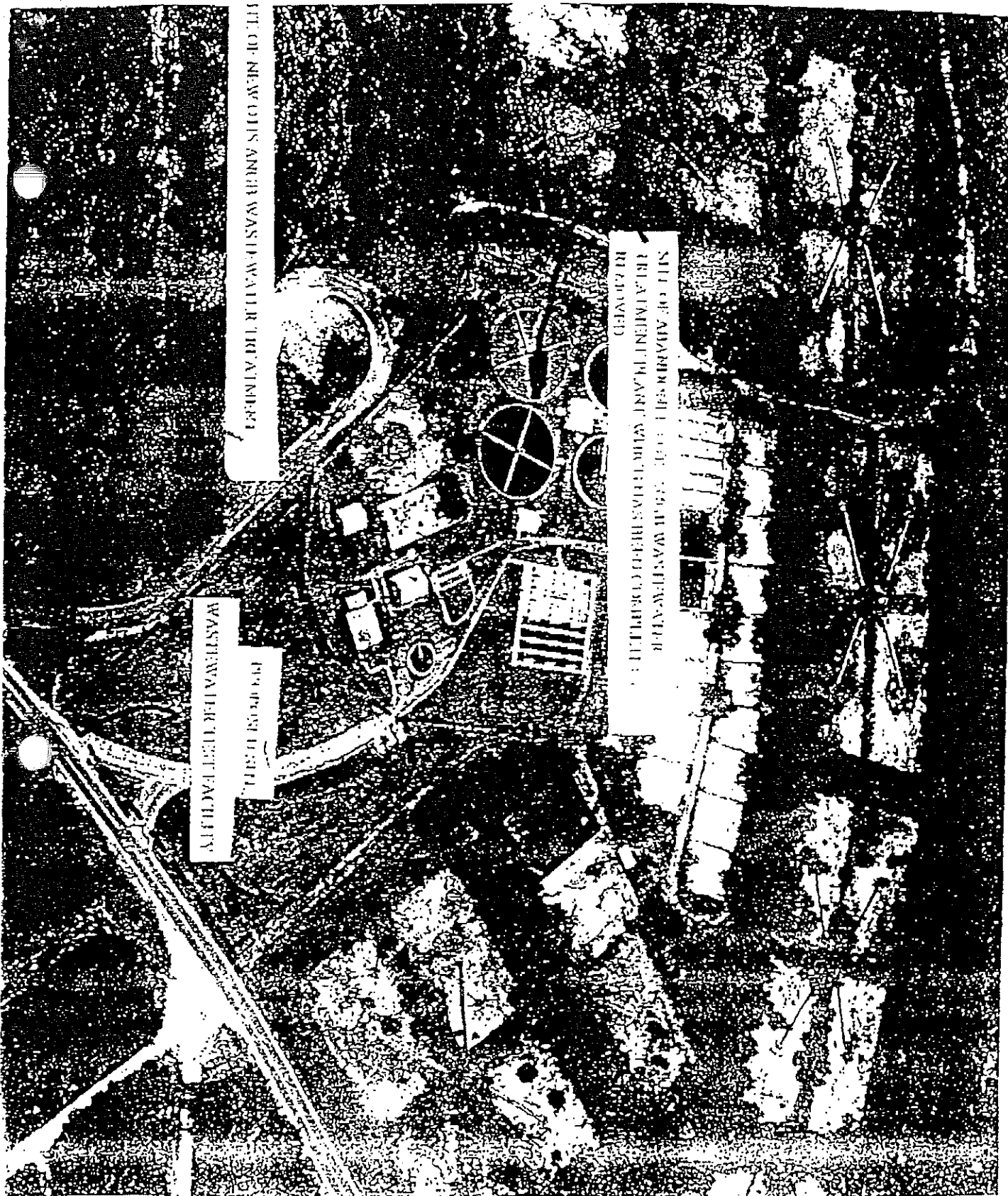




SITE OF NEW DUNBAR WASTEWATER TREATMENT

SITE OF ADAMS CREEK WASTEWATER  
TREATMENT PLANT WHICH HAS BEEN COMPLETELY  
REMOVED

PUMP OUT STATION  
WASTEWATER TREAT FACILITY

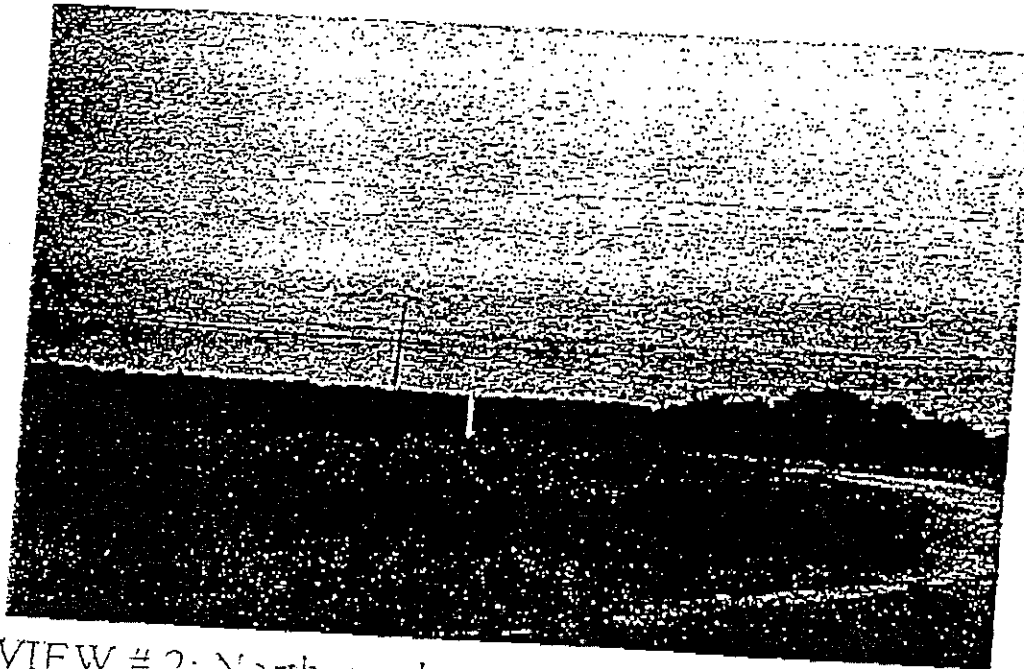


# Environmental Baseline Survey- Buzzards Bay Project

## SITE PHOTOS



VIEW # 1: Southwest to Northeast



VIEW # 2: North-northeast to South-southwest

## APPENDIX D - REFERENCES

1. Installation Restoration Program, Phase I Records Search, Otis Air National Guard Base; January 1983; Metcalf & Eddy, Inc.; Boston, Massachusetts
2. Installation Restoration Program, Phase II - Confirmation / Quantification, Stage I, Otis Air National Guard Base; October 1985; Roy F. Weston, Inc.; West Chester, Pennsylvania
3. U.S. Air Force Installation Restoration Program, Phase I: Records Search; Air National Guard, Camp Edwards (ARNG), U.S. Air Force and Veteran's Administration Facilities at Massachusetts Military Reservation, Massachusetts; Final Report, Task 6; December 1986; HAZWRAP, Oak Ridge National Laboratory; Oak Ridge, Tennessee
4. Environmental Notification Form (ENF) submitted to Massachusetts Secretary of Environmental Affairs
5. Massachusetts Environmental Policy Act (MEPA) certificate received stating no requirement for Environmental Impact Report



*The Commonwealth of Massachusetts*  
*Executive Office of Environmental Affairs*  
*100 Cambridge Street, Boston, MA 02202*

ARGEO PAUL CELLUCCI  
GOVERNOR

TRUDY COXE  
SECRETARY

Tel: (617) 727-9800

Fax: (617) 727-2754

<http://www.magnet.state.ma.us/envir>

**CERTIFICATE OF INSURANCE**

I hereby certify that the Commonwealth of Massachusetts and its subdivisions, including the Executive Office of Environmental Affairs, are self-insured. All claims against the Commonwealth and its subdivisions shall be brought pursuant to Chapter 258 of the General Laws of Massachusetts.

Witness my hand and seal this the 2<sup>nd</sup> day of June, 1998.

*Carol Lee Rawn*

Carol Lee Rawn  
General Counsel  
Executive Office of Environmental Affairs



*The Commonwealth of Massachusetts*  
*Executive Office of Environmental Affairs*  
*100 Cambridge Street, Boston, MA 02202*

MARGEO PAUL CELLUCCI  
GOVERNOR

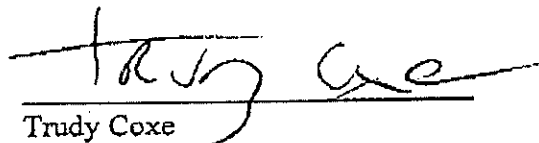
TRUDY COXE  
SECRETARY

Tel: (617) 727-9800  
Fax: (617) 727-2754  
<http://www.magnet.state.ma.us/envir>

**CERTIFICATE OF AUTHORITY**

I, Trudy Coxé, hereby certify that I am the Secretary of the Executive Office of Environmental Affairs of the Commonwealth of Massachusetts and that the Office of Coastal Zone Management which executed the foregoing instrument with the United States of America has been duly authorized to execute said instrument on behalf of the Executive Office of Environmental Affairs and the Commonwealth of Massachusetts.

Witness my hand and seal this the 2 day of June, 1998.

  
Trudy Coxé  
Secretary  
Executive Office of Environmental Affairs

INSTRUCTIONS: Section I to be completed by Proponent; Sections II and III to be completed by Environmental Planning Function. Continue on separate sheets as necessary. Reference appropriate item number(s).

## SECTION I - PROPONENT INFORMATION

1. TO (Environmental Planning Function)  
102 SG/EMO  
Otis ANG Base, MA 02542-5028

2. FROM (Proponent organization and functional address symbol)  
102 FW/CER  
Otis ANG Base, MA 02542-5028

2a. TELEPHONE NO  
(508) 968-4902

## 3. TITLE OF PROPOSED ACTION

Grant of Real Estate Interest From Lease DACA55-5-75-293, Mod 4, For Buzzards Bay Project

## 4. PURPOSE AND NEED FOR ACTION (Identify decision to be made and need date)

Request the DAF to provide free of charge 2.5 acres to the Massachusetts Executive Office of Environmental Affairs, Coastal Zone Management, Buzzards Bay Project for the purpose of constructing and operating a Septic System Test Center for five (5) years.

## 5. DESCRIPTION OF PROPOSED ACTION AND ALTERNATIVES (DOPAA) (Provide sufficient details for evaluation of the total action)

The installation of this Septic System Test Center is adjacent to site of the former waste water treatment plant on Kittredge Road on land leased from the Commonwealth of Massachusetts by the DAF through 30 September 2026.

## 6. PROPONENT APPROVAL (Name and Grade)

WILLIAM L. STIRLING, GS-12  
Deputy Base Civil Engineer

## 6a. SIGNATURE

*William Stirling*

## 6b. DATE

10 Oct 97

## SECTION II - PRELIMINARY ENVIRONMENTAL SURVEY. (Check appropriate box and describe potential environmental effects including cumulative effects.) (+ = positive effect; 0 = no effect; - = adverse effect; U = unknown effect)

7. AIR INSTALLATION COMPATIBLE USE ZONE/LAND USE (Noise, accident potential, encroachment, etc.)

X

8. AIR QUALITY (Emissions, attainment status, state implementation plan, etc.)

X

9. WATER RESOURCES (Quality, quantity, source, etc.)

X

10. SAFETY AND OCCUPATIONAL HEALTH (Asbestos/radiation/chemical exposure, explosives safety quantity-distance, etc.)

X

11. HAZARDOUS MATERIALS/WASTE (Use/storage/generation, solid waste, etc.)

X

12. BIOLOGICAL RESOURCES (Wetlands/floodplains, flora, fauna, etc.)

X

13. CULTURAL RESOURCES (Native American burial sites, archaeological, historical, etc.)

X

14. GEOLOGY AND SOILS (Topography, minerals, geothermal, Installation Restoration Program, seismicity, etc.)

X

15. SOCIOECONOMIC (Employment/population projections, school and local fiscal impacts, etc.)

X

16. OTHER (Potential impacts not addressed above.)

## SECTION III - ENVIRONMENTAL ANALYSIS DETERMINATION

17. ☒ PROPOSED ACTION QUALIFIES FOR CATEGORICAL EXCLUSION (CATEX) # A2-3 14; OR

☐ PROPOSED ACTION DOES NOT QUALIFY FOR A CATEX; FURTHER ENVIRONMENTAL ANALYSIS IS REQUIRED.

## 18. REMARKS

Action involves transfer of administrative control of AF property, installation of a closed-loop system that is consistent with previous use, and no impact on any environmental protocols. Therefore, catex

"A2.3.14-Installing on previously developed land, equipment that does not substantially alter land use. This includes outgrants to private lessees for similar construction.", applies.

## 19. ENVIRONMENTAL PLANNING FUNCTION CERTIFICATION

(Name and Grade)

CHRISTOPHER M. FAIR, GS-12

102 SG/EMO

## 19a. SIGNATURE

*Christopher M. Fair*

## 19b. DATE

10 Oct 97

EXHIBIT "C"



INSTRUCTIONS: Section I to be completed by Proponent; Sections II and III to be completed by Environmental Planning Function. Continue on separate sheets as necessary. Reference appropriate item number(s).

## SECTION I - PROPONENT INFORMATION

1. TO (Environmental Planning Function) 102 SG/EMO Otis ANG Base, MA 02542-5028	2. FROM (Proponent organization and functional address symbol) 102 FW/CER Otis ANG Base, MA 02542-5028	2a. TELEPHONE NO (508) 968-4962
---	--	------------------------------------

## 3. TITLE OF PROPOSED ACTION

Grant of Real Estate Interest From Lease DACA55-5-75-293, Mod 4, For Buzzards Bay Project

## 4. PURPOSE AND NEED FOR ACTION (Identify decision to be made and need date)

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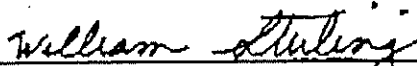
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## 6. PROPONENT APPROVAL (Name and Grade)

WILLIAM L. STIRLING, GS-12  
Deputy Base Civil Engineer

## 6a. SIGNATURE



## 6b. DATE

10 Oct 97

## SECTION II - PRELIMINARY ENVIRONMENTAL SURVEY. (Check appropriate box and describe potential environmental effects including cumulative effects.) (+ = positive effect; 0 = no effect; - = adverse effect; U = unknown effects)

7. AIR INSTALLATION COMPATIBLE USE ZONE/LAND USE (Noise, accident potential, encroachment, etc.)

X

8. AIR QUALITY (Emissions, attainment status, state implementation plan, etc.)

X

9. WATER RESOURCES (Quality, quantity, source, etc.)

X

10. SAFETY AND OCCUPATIONAL HEALTH (Asbestos/radiation/chemical exposure, explosives safety quantity-distance, etc.)

X

11. HAZARDOUS MATERIALS/ASTE (Use/storage/generation, solid waste, etc.)

X

12. BIOLOGICAL RESOURCES (Wetlands/floodplains, flora, fauna, etc.)

X

13. CULTURAL RESOURCES (Native American burial sites, archaeological, historical, etc.)

X

14. GEOLOGY AND SOILS (Topography, minerals, geothermal, Installation Restoration Program, seismicity, etc.)

X

15. SOCIOECONOMIC (Employment/population projections, school and local fiscal impacts, etc.)

X

16. OTHER (Potential impacts not addressed above.)

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17. ☒ PROPOSED ACTION QUALIFIES FOR CATEGORICAL EXCLUSION (CATEX) # A2-3 14. : OR☐ PROPOSED ACTION DOES NOT QUALIFY FOR A CATEX; FURTHER ENVIRONMENTAL ANALYSIS IS REQUIRED.

## 18. REMARKS

Action involves transfer of administrative control of AF property, installation of a closed-loop system that is consistent with previous use, and no impact on any environmental protocols. Therefore, catex

"A2.3.14-Installing on previously developed land, equipment that does not substantially alter land use. This includes outgrants to private lessees for similar construction.", applies.

## 19. ENVIRONMENTAL PLANNING FUNCTION CERTIFICATION

(Name and Grade)  
CHRISTOPHER M. FAIR, GS-12  
102 SG/EMO

## 19a. SIGNATURE



## 19b. DATE

10 Oct 97

EXHIBIT "C"

22 JULY 1994

Civil Engineering

## GRANTING TEMPORARY USE OF AIR FORCE REAL PROPERTY

---

This instruction implements Air Force Policy Directive (AFPD) 32-90, DoD Directive 1000.10, 1000.11, 4165.6, 5160.63, and 6050-8; and DoD Instructions 1000-12 and 1000.15. It explains procedures and names those responsible for granting temporary use of real property owned and controlled by the Air Force worldwide. It does not apply to industrial real property. For definitions of terms used in the instruction, see **attachment 1**.

### SUMMARY OF REVISIONS

This is the initial publication of AFI 32-9003, substantially revising AFR 87-3, *Granting Temporary Use of Real Property*, (6 Apr 84), 87-7, *The Shelter for the Homeless Program*, (29 Aug 88), 87-9, *Mineral Exploration and Extraction on Air Force Lands*, (27 Apr 84), and 87-16, *Rental Rates and Charges for Quarters Supplied on a Rental Basis*, (1 Dec 88). It updates procedures and presents them more concisely.

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**Supersedes:** AFR 87-3, 6 April 1984; AFR 87-7, 26 August 1988; AFR 87-9, 27 April 1984; and AFR 87-16, 1 December 1988.

**PR:** AFREA/MI Julia A. Talbott

**Certified by:** SAF/MI A. R. Jonkers

**Distribution:** F

**Number of Pages:** 23

## Chapter 1

# GENERAL PROCEDURES AND RESPONSIBILITIES

**1.1. Granting Temporary Use of Air Force Real Property.** The installation commander can grant temporary use of Air Force real property to others if:

- The Air Force is not using the property or does not need it for military purposes now.
- Such use does not interfere with the mission.
- Use does not cost the Air Force much money.
- Use is compatible with Air Force needs, security, and safety.

**1.2. Utilities and Other Services.** See AFI 32-1061, *Providing Utilities to USAF Installations*, to determine when utilities and other services are supplied with reimbursement or without reimbursement.

**1.2.1. Charging Users Fair Market Value.** Installation commanders and MAJCOMs must charge users who do not directly support the installation mission the appraised fair market rental. **EXCEPTIONS:** waive charges for:

- An outgrant in connection with a Federal-aid highway project or a defense access road.
- Users who provide demonstrable benefits to the Government.
- Buildings with administrative costs equal to or exceeding the charge.
- Licenses to a nonprofit, educational, civic, or charitable organization.

**2.2. Responsibility for Maintenance and Repair.** Installation commanders and MAJCOMs must require users to pay or reimburse the Air Force for services it provides, such as maintenance and repair (M&R), protection, or restoration of the outgranted property.

**2.3. Assuming Liability.** Installation commanders must make sure users demonstrate sufficient financial responsibility to assume liability for loss or damage to Air Force real property and for third-party bodily injury and property damage. Users also buy and keep sufficient insurance to cover liabilities. **EXCEPTION:** Do not apply this requirement to state, county, or local government agencies prevented by law from assuming responsibility.

**3. Priorities and Order of Preference for Real Property Use.** Assign unused space on an installation, according to the following order of preference:

- Appropriated activities of the DoD component hosting the installation.
- Nonappropriated activities of the DoD component hosting the installation.
- Activities of other DoD tenants.

- Other Federal agencies providing installation services, such as a post office or the Federal Aviation Administration (FAA) at an air field.

- All others, for instance, private organizations.

1.3.1. Make exceptions to these priorities when it best serves the installation.

1.3.2. Installation commanders follow this order of preference when granting others the use of Air Force real property:

- Other military departments.
- Other Federal departments, agencies, or activities.
- State and local government agencies.
- Non-Federal (private) organizations or individuals.

**1.4. MAJCOM Responsibilities.** MAJCOMs decide whether Air Force real property is available for others to use temporarily. Except for leases to the Department of Education for less than 25 years, send these to the Air Force Real Property Agency (AFREA/MI) for action:

- Lease, license, or permit to use Air Force real property for more than 5 years.
- Lease or license to use Air Force real property for any purpose, when revenues or services exceed \$100,000 per action, per year.
- Waiver of the policy requiring competition. See **paragraph 1.13.**
- Lease or license to use Air Force real property for a religious purpose.

**5. Installation Commanders' Authority.** Installation commanders with MAJCOM approval may make Air Force real property available for others' use through the Installation Real property Management Office (REMO). Installation commanders may grant:

- 5.1. License to the American Red Cross.
- 5.2. Licenses or permits of a minor nature or short duration. See AFPD 35-2, *Public Communication Programs*.
- 5.3. License for temporary occupancy of empty barracks.
- 5.4. License or contract for constructing temporary structures for offices, storage sheds, shops, and utilities.
- 5.4.1. Include a provision in the license or contract that the user must remove the structure or utility when the contract expires.
- 5.4.2. Get SAF/MI approval if the license or contract is for over 5 years or over \$100,000.
- 5.5. License for space to operate a credit union office or a bank that is not self-supporting for up to 5 years.
- 5.6. License to the US Postal Service.
- 5.7. Use of real property for nonappropriated activities.

1.5.8. License for use of space by private organizations and other membership associations.

1.5.9. No-cost licenses to labor unions. See DoDI 1000.15.

## 6. Installation Commander Responsibilities and Procedures.

1.6.1. Advise MAJCOMs of requests for real property actions involving a utility company.

1.6.2. Inspect all outgranted Air Force real property, document findings, and send them to the District Corps of Engineers (COE) office.

1.6.3. Remove trespassers from Air Force property or issue an outgrant for the unauthorized time period.

1.6.3.1. The user must compensate the Government for the past and present use.

1.6.4. Review all leases 9 months before they expire and tell the lessees.

1.6.4.1. If Air Force real property is still for lease, process the renewal request through the MAJCOM to AFREA/MI 6 months before it expires.

### 1.7. US Army Corps of Engineers (COE) Responsibilities. The District COE:

- Maintains records.
- Submits periodic reports.
- Collects payments.
- Terminates or revokes leases and permits when the Air Force directs.
- Prepares legislative jurisdiction hearing for overriding a state's jurisdiction over outgrant of easements for public right-of-way.

**1.8. What to Include With Outgrant Requests.** Directives to the COE or requests to the MAJCOM or AFREA/MI must provide enough information for assessing the directive's or proposal's merits:

1.8.1. Description of the facilities, acreage, and a map showing the area and its relationship to the rest of the installation.

1.8.2. Statement of availability, including reasons for not declaring the area unneeded.

1.8.3. Proposed use.

1.8.4. When and how long available for the grantee's use. Include provisions for terminating on, canceling, restoring, and improving.

1.8.5. Special conditions, limitations, or restrictions on use and occupancy.

1.8.6. Statement that the proposed outgrant does not interfere with the installation's mission.

1.8.7. Statement that the real property is safe for nonmilitary purposes. If not, tell why an outgrant should be approved in spite of the contamination.

1.8.8. When the grantee must relocate or replace a facility, request must include:

- Continuing military need for the facility.

- Master layout showing the location of the outgranted property and the relocated or replaced facility.
- Facts on the financial arrangements for the facility.
- DD Forms 1391, *FY\_\_ Military Construction*, and 1391c, *FY\_\_ Military Construction Project Data*.

1.8.9. An environmental impact analysis of the proposed action according to AFI 32-7061, *Environmental Impact Analysis Process*. All real property transactions indicate that the Air Force has met its responsibilities under NEPA.

1.8.9.1. REMO provides an Environmental Baseline Survey conducted by the grantee or the base environmental office.

1.8.9.2. Send requests through AFREA/MI for an OASD (environment) exception to the policy for storing and disposing of non-DoD-owned hazardous or toxic materials or waste on Air Force installations.

1.8.10. Information on the grantee's liability insurance or the property's insurability. Include the type and amount of coverage.

1.8.11. Statement of indemnification and that the grantee will not sue or charge the United States in any claims arising from the property's use. **EXCEPTIONS:** Do not apply the requirement to state, county, or local government agencies that by law cannot provide indemnification.

1.8.12. Statement of the type of outgrant sought.

1.8.13. Statement that the proposed outgrant is compatible with air installation compatible use zone (AICUZ) guidelines.

1.8.14. Statement whether the property qualifies for nomination to or is listed on the National Register of Historic Places.

1.8.15. Evaluation of flood hazards if the Air Force lands are in the flood plain. See Executive Order 11296, 10 August 1966.)

1.8.16. For property proposed for outgrant to non-Federal public or private party that includes wetlands, indicate the uses restricted under Federal, state, or local wetland regulations.

1.8.16.1. If construction is planned, include as part of the construction project all measures needed to protect wetlands. See Executive Order 11990, dated 24 May 1977.

1.8.17. Statement whether the activity is or will be consistent with an approved State Coastal Zone Management Plan.

1.8.18. If asking for a waiver of competition, justification for the waiver.

**9. Complying With Homeless Assistance Act Requirements.** The Air Force complies with the Stewart B. McKinney Homeless Assistance Act by reporting unused, underutilized, or excess real property following the procedures developed by Housing and Urban Development (HUD) and the General Services Administration (GSA).

9.1. SAF/MI Responsibilities and Approval Authority for Homeless Assistance Act. The Deputy for Installations Management, Office of the Deputy Assistant Secretary of the Air Force (Installations):

- Implements and monitors the Homeless and Outreach Program in accordance with 10 USC. 2546.
- Approves or denies leases or permits to the homeless providers.
- Tells each installation commander about the program.

1.9.2. AFREA/MI Responsibilities for Homeless Assistance Act. Under the McKinney Act, the Air Force Real property Agency (AFREA/MI):

- Monitors, processes, and reports unused, underutilized, or excess properties to HUD to determine their suitability.
- Informs MAJCOMs when the homeless report is due.
- Sends approved Health and Human Services (HHS) applications to SAF/MII for lease or permit approval. Lease terms must be at least 1 year.

1.9.3. MAJCOMs Responsibilities for Homeless Assistance Act. The MAJCOM:

- Tells the installation commanders when homeless report is due.
- Sends reports of properties the installation commanders find unused, underutilized, or excess to AFREA/MI.

1.9.4. Installation Commander Responsibilities for Homeless Assistance Act. The installation commander:

- Completes a Federal Property Information checklist for each unused, underutilized, or excess property.
- Sends the checklists through the MAJCOM to AFREA/MI.
- Shows the homeless provider the properties that are suitable and available.

**1.10. Emergency Use of Real Property.** When Federal or state governmental authority need to use Air Force real property in an emergency or major disaster, the installation commander makes the Air Force real property available, within the limits of the mission.

**1.11. Requests by Utility Companies.** MAJCOMs tell HQ AFCEA/ENE if a utility company asks to use real property before acting on the request. An agreement might affect ongoing utility rates management.

**1.12. Rights-of-Entry (ROE).** The MAJCOM or installation REMO may issue a ROE for property under their authority or may ask the COE to prepare it. Make sure to get all needed clearances before approving the ROE. Agree on the rental terms and conditions and make a preliminary agreement that the appropriate authority will approve the outgrant before issuing a ROE.

**1.13. Competitive Bidding for Private Use of Real Property.** The Air Force outgrants private use of its real property only after reasonable efforts have been made to advertise for competitive bidding. A waiver of competition is authorized

- For first lease of land available for grazing or raising crops to former owners or their tenants.
- For leases, licenses, and easements to state, county, or local government agencies, and public utility companies.
- For permits to other Federal agencies.

- When competition is impractical.

1.13.1. Send all waivers of competition to AFREA/MI for approval. This statement must support all waivers: "To the best of their knowledge and belief, no personnel of the Air Force who are responsible for the proposed outgrant have any present or anticipated personal or financial interest in such outgrant and no such personnel have received any gift or gratuity in connection with the proposed outgrant."

**1.14. Privately Sponsored Competition Events.** MAJCOMs may approve or deny the use of Air Force installations for privately sponsored competitive events. AFREA/MI must receive information at least 30 days before the event. Each request must state the sponsors' name. The sponsors agree that:

- The event does not cost the Air Force. Sponsors pay for any damage they cause to Government property.
  - The Air Force is "held harmless."
  - They will get adequate insurance coverage.
  - They will not use Air Force equipment and personnel to prepare for or conduct the event.
  - They will make adequate arrangements for policing, fire protection, and first aid.
  - They will not charge for admission, use admission tickets or parking fees.
  - The event must not adversely effect the performance of the installation's mission.

**1.15. Quarters Rental.** The installation commander or a designee may rent quarters to US Armed Forces members, US Government civilian employees, all nongovernment personnel, and contractors. Supply housing when it is essential to performing a Government function. See DoD Manual 4165.63-M and OMB Circular No. A-45 Revised, 20 Oct 93.

1.15.1. Consider the following quarters for leasing:

- Substandard FH (inadequate quarters).
- Single-family housing.
- Apartments, bunkhouses, or dormitories.
- Trailer pads, cabins, guard stations, or lookouts.
- Mobile homes.
- Housekeeping and nonhousekeeping units.
- Surplus housing operated under a Protection and Maintenance (P&M) contract.

1.15.2. Installation commanders must make sure that appraisers who set rental rates and charges for quarters follow procedures in OMB Circular A-45 Revised, 20 Oct 93.



**1.16. Commercial Advertising.** Users may not post or put up private billboards or signs on Air Force real property.

**1.17. Public Safety.** Do not allow organizations to use Air Force lands, buildings, and improvements contaminated by explosives, hazardous or toxic materials, or other innately or potentially harmful elements for nonmilitary purposes when such use would endanger the public.

1.17.1. Prepare an Environmental Baseline Survey to assess the risks of past contamination.

**1.18. Environment Protection.** Grantees of Air Force real property need to meet all Federal, state, and local laws, regulations, and standards for environmental protection and pollution control and abatement.

1.18.1. Include an environmental protection provision in all outgrant agreements.

1.18.2. In outgrant requests, include:

- An environmental impact analysis according to AFI 32-7061, *Environmental Impact Analysis Process*.
- Certificates of the results of an Environmental Baseline Survey that the grantee or Air Force conducted.

**1.19. Unoccupied Land.** The Air Force keeps some unoccupied land that meets the criteria for retention under AFI 32-9002, *Use of Real Property Facilities*. Whenever possible, installation commanders make this available for public recreation, beautification, or for soil and wildlife conservation programs.

**1.20. Outgrants for Storing and Disposing of Non-DoD-Owned Hazardous or Toxic Materials.** DoD policy does not permit the storage or disposal of non-DoD-owned hazardous or toxic materials on Air Force real property. See AFI 409, *Explosive Safety Standard*, for more details. The Deputy Assistant Secretary of Defense (OASD), (Environment), may grant exceptions. Send requests through MAJCOM to AFREA/MI for consideration. This instruction does not apply to:

1.20.1. Agreements with the General Services Administration (GSA) for the storage of strategic materials in the National Defense Stockpile Program.

1.20.2. Agreements or arrangements between the Air Force and other Federal agencies to temporarily store and dispose of explosives when no alternative solutions are available. This does not include fireworks.

1.20.3. Emergency lifesaving help to civil authorities by temporarily storing explosives. This does not include fireworks.

1.20.4. Excess explosives produced under an existing Air Force contract when SAF/AQ finds no alternative, feasible disposal means.

1.20.5. Arrangements with the Department of Energy for temporarily storing special nuclear or non-nuclear classified materials.

1.20.6. Military resources used during peacetime civil emergencies. See DoDD 3025.1.

1.20.7. Help and refuge for commercial carriers with material of other Federal agencies during transportation emergencies.

1.20.8. Agreements or arrangements between the Air Force and other DoD components for storing and disposing of such materials.

**21. Evaluating Flood Plains and Flood Hazards.** Installation commanders consider flood plains and flood hazards when outgranting installation land and facilities. They encourage the most limited use compatible with the degree of hazard. Handle outgranted Air Force real property in flood plains according to AFI 32-7061.

**1.22. Considering Wetlands.** When non-Federal public or private parties want to use Government-owned wetlands, make sure the agreement includes the restrictions of Federal, state, or local wetlands regulations. Any Air Force wetlands others use must be treated according to AFI 32-7061.

**1.23. Endangered Species.** The Endangered Species Act of 1973 declares the intent of Congress to conserve threatened and endangered fish, wildlife, and plants, and the ecosystems on which they depend. Do not outgrant the use of land that supports these species.

**1.24. Historic and Cultural Preservation.**

1.24.1. Consider the National Historic Preservation Act when outgranting Air Force real property. Take steps to preserve and protect historic features of a building or site when using and managing an installation facility qualified as historic property.

1.24.2. The Archeological Resources Protection Act protects artifacts and objects of archeological or cultural significance found on Federal property.

**1.25. Coastal Zone Areas.** The installation commander and MAJCOM follow the Coastal Zone Management Act and conduct activities according to approved state coastal zone management programs.

**1.26. Air Installation Compatibility Use Zone (AICUZ).** Make sure all Air Force outgrants are compatible in terms of noise, accident potential, and height obstruction criteria according to the AICUZ Handbook DoDI 4165.57, AFI 32-7063, *Air Installation Compatible Use Zone*, and AFMAN 32-8008, Volume 3.

**1.27. Air Force Real Property Overseas.**

1.27.1. The installation commander evaluates the use of Air Force real property in foreign countries separately.

1.27.2. The MAJCOM closely coordinates with Department of State representatives in the foreign countries.

1.27.3. Ask for exceptions from this instruction through the MAJCOM to AFREA/MI. Completely justify the request and include supporting documents.

**1.28. Overseas Outgrant Instruments.** The MAJCOMs sends all executed copies of significant outgrants that require HQ USAF approval to AFREA/MI for record keeping.

**1.29. Outgrants to Private Organizations (PO) Overseas.** Nonprofit POs that meet the requirements in AFI 34-123, *Private Organizations Program Management*, and AFR 65-106, *Appropriated Fund Support of Morale, Welfare, and Recreation and Nonappropriated Fund Instrumentatives*, may set up on military installations if:

1.29.1. Their membership is mostly military and civilian Government employees and their dependents.

1.29.2. The military or Government does not need the space they use. To figure payment for space, see AFI 65-601, volume 1, *USAF Budget Policies and Procedures*, and AFR 177-8, *User Charges*.

1.29.3. The POs do not duplicate any category IIIB activity in AFR 215-5 at the same installation.

1.29.3.1. POs follow AFR 400-15, *Logistic Support of United States Nongovernmental, Nonmilitary Agencies and Individuals in Overseas Military*.

1.29.4. The DoD does not financially support privately owned property for military moral, welfare, and recreation (MWR) activities on DoD installations.

1.29.5. The DoD and the national organization with which the PO is affiliated have a memorandum of understanding (MOU) or agreement (MOA).

1.29.6. The outgrants:

- Do not exceed 5 year.
- Are not for the exclusive use of a particular PO.
- Are revocable by the Secretary of the Air Force at any time.

1.29.7. The POs place no signs, seals, or other symbols identifying the organization on or in the outgranted space or building.

1.29.8. Installation commanders send requests to remove a PO from the installation before or when the agreement expires to AFREA/MI for SAF/MI approval.

1.29.8.1. Completely justify the request and send it to AFREA/MI at least 120 days before the proposed removal or expiration date.

**1.30. Nondiscrimination.** Installation commanders outgrant the use of Air Force real property without regard to race, creed, color, religion, sex, age, or national origin. Include the following reference to the Civil Rights Act in all outgrants:

"The lessee shall not discriminate against any person or persons or exclude any persons from participation in the lessee's operations, programs, or activities conducted on the lessee's premises, because of race, color, age, sex, handicap, national origin, or religion. The lessee, by accepting this lease, hereby assures that the provisions of Title VI of the Civil Rights Act, as amended (42 U.S.C. 2000d); the Age Discrimination Act of 1975 (42 U.S.C. 6102); the Rehabilitation Act of 1973, as amended (29 U.S.C. 794); and the Department of Defense Directive 5500.11, 27 May 1971, as amended (32 CFR pt 300) be met."

## Chapter 2

### LEASES

**2.1. Air Force Leasing Objectives.** Installation commanders and MAJCOMs may lease nonutilized or underutilized Air Force land to any legitimate non-Federal user for:

- Promoting the national defense, national or local economy, or serving the public interest.
- Non-Federal use that is compatible with the installation's mission.
- Caring for and protecting Air Force real property with a minimum expense.
- Saving O&M funds. An example is the lessee assuming ordinary maintenance expense.
- Improving management by leasing grazing land and crop land.
- Obtaining the maximum cash return to the United States consistent with accomplishing goals.

**2.2. Lease Term.** No lease term exceeds 5 years unless SAF/MII decides that a longer period promotes the national defense or serves the public interest. AFREA/MII outgrants leases for longer periods for:

- Leases for parcels of land requiring a long term, but not more than 25 years, to amortize the cost of public school construction or to meet the needs of the Department of Education.
- Leases for parcels of land for building banks and credit unions which may be leased for periods up to 25 years. The lease's length must agree with the value of proposed improvements See **Chapter 6**.

**2.2.3.** Leases with a bank or credit union for space in an existing building when the bank or credit union's cost of improvements is amortized over a longer period through rental offsets.

**2.3. Revoking a Lease.** Include a clause in all Air Force leases that let SAF/MII revoke the lease at will. However, if omitting this clause promotes national defense or is in the public interest, leave it out.

**2.3.1.** Include a clause in the lease that lets the Secretary of the Air Force terminate it if:

- The President or Congress declares a national emergency.
- The area is needed for military purposes.
- Terminating serves the national defense and the lease does not have a revocable-at-will clause.

2.3.2. Leases may also give the lessee first right to buy the property if the Air Force revokes the lease so the US Government can sell it. Send fully justified requests to revoke leases through MAJCOM to AFREA/MI.

**2.4. Lease Consideration.** Installation commanders and MAJCOMS must make sure that leases state that the lessee pays in cash or in kind fair market rent. Ask a private contractor or the COE to appraise the property's fair market rent.

2.4.1. Consideration can be improvement, maintenance, protection, repair, or restoration, by the lessee of the leased property. See 10 U.S.C. 227(b)95 and Title 40, Section 303(b). Deposit proceeds generated from leases of non-excess property into Special Fund Receipt Account 575189.

**2.5. Deposit of Consideration.** Deposit rents received directly from a lease in a special Treasury account set up for the Air Force. This money is shared:

- 50 percent goes to the installation where the leased property is located for facilities maintenance and repair or for environmental restoration.
- 50 percent goes to facilities maintenance and repair or environmental restoration by the Department of the Air Force.

2.5.1. Deposit rents from grazing and crop land leases in the Air Force Grazing and Cropland Fund.

2.5.2. Department of Interior/Bureau of Land Management (DOI/BLM) and Mineral Management Service (MMS) collect and distribute revenues from mineral leasing.

**2.6. Deposit of Money for Utilities and Other Services.** Attach to the lease, AF Form 3553, *Utility Sales Contract* and AF Form 3555, *Utilities Sales Rates Exhibit*. See AFI 32-1061 for guidance on utility sales contracts and rates for non-Federal organizations.

2.6.1. Revenue received from the sale of utilities and other services goes to the installation's operations and maintenance (O&M) account.

**2.7. Leasing for Mineral Development.** AFREA/MI is the contact for all mineral exploration and mining on land the Air Force controls See DoD Directive 4700.3, *Mineral Exploration and Extraction on DoD Lands*, 28 Sep 83.

2.7.1. Exploring or mining of locatables on land in the public domain is prohibited. MAJCOMS and the installation commander may work to dispose of salable minerals, such as sand, gravel, and stone, without selling the land.

2.7.2. Get AFREA/MI approval for selling untapped underground water. (See 1CFR 101-47.302-2(a)(3) and 41 CFR 101-47.302-2(a)(3).

2.7.2.1. Do not dispose of water on lands in the public domain.

2.7.3. If the Air Force agrees, the Bureau of Land Management (BLM) may lease for mineral development land the Air Force controls.

2.7.3.1. BLM sends lease offers and title report requests to AFREA/MI.

2.7.3.2. AFREA/MI processes the request and sends it to the MAJCOM.

2.7.3.3. The MAJCOM decides whether to make the land available for exploration and development. (Lands within incorporated cities, towns, and villages are not available for mineral exploration or extraction.) A MAJCOM who decides not to make the land available for mineral exploration or mining sends justification to AFREA/MI.

2.7.3.4. AFREA/MI sends the MAJCOM's or installation's justification to SAF/MI and an information copy to the Director, BLM, 849 C Street, Room 5660, N.W., Washington, DC. 20240.

2.7.3.5. If the MAJCOM decides to make the land available for exploration or mining, the installation commander refers

requests to the BLM state office.

2.7.4. All MAJCOMS and installation REMOs make sure that all mineral leases oblige the lessee to protect the Air Force mission and the environment.

2.7.5. If the Air Force and the BLM approve leasing, send the BLM state office:

- Information about the ownership of mineral rights, which the installation or district engineer supplies.
- A map or plan showing where the lessee may drill.
- A statement of the conditions of the land's availability.

2.7.5.1. If the BLM asks, send environmental and cultural information space if available.

2.7.6. The installation commander can approve licenses through the installation REMO for seismic or other geophysical testing.

2.7.6.1. If the installation REMO does not have the authority, the MAJCOM approves and the installation REMO monitors the activity.

2.7.7. The installation commander tells the MAJCOM and AFREA/MI immediately about oil operations within one-quarter mile or gas operations within one-half mile of an Air Force installation boundary.

2.7.8. The lessee must get BLM approval to abandon a well.

2.7.8.1. BLM does not approve until the installation expresses its satisfaction with the reclamation.

2.7.8.2. The installation commander may take responsibility for a fresh-water well if funds exist to reimburse the lessee for a recoverable casing and wellhead equipment used only to convert a water well.

2.7.8.3. The lessee takes responsibility for surface clean up.

2.7.9. The REMO makes sure the lessee meets all requirements of the mineral outgrant and notifies the firm in writing of failure to do so.

2.7.9.1. If the firm does not act before the deadline (usually 3 days), the installation REMO notifies BLM and the MAJCOM of the violations.

## **2.8. Public Schools.**

2.8.1. The installation commander may lease Air Force real property without charge to states, political subdivisions, or their agencies for public schools. The in-kind consideration must equal the property's fair market value. The lease's term must not exceed 5 years.

2.8.2. The installation commander may lease Air Force land without charge to states, political subdivisions, or their agencies for building public schools. The lease's term must not exceed 25 years. The lessee pays all construction costs, including utility hookups, sidewalks and parking areas.

2.8.3. School lessees must reimburse the Air Force for utilities and services it supplies.

2.8.4. The installation commander and REMO make sure that the lease lets the Air Force use school facilities during non-school hours, even for religious services and classes, in a manner compatible with local law and practice. Air Force funds may pay the school lessee occupancy costs and a proportionate share of maintenance costs.

**2.9. Taxing Leased Air Force Real Property.** The lessee's interest in certain leased Air Force real property may be

subject to state and local taxation under 10 U.S.C 2667 (e). The lease may have a renegotiation clause, if and to the extent that the Federal Government's interest (as opposed to the lessee's ) becomes taxable by state and local governments under an Act of Congress.

**2.10. Lease Insurance.** Under their leases, all lessees who occupy and use improvements must insure the improvements for their full replacement value. Waive this requirement if:

- The improvements were incidental to acquiring the land and serve no Government need.
- The lessee occupies only part of the building.
- The improvements are the lessee's property.
- The building or facility has little value and presents little risk.

**2.11. Cost Related to the Use of Air Force Real Property.** All outleases of Air Force real property for construction require the lessee to pay all costs associated with land use, unless the law or AFREA/MI provide otherwise.

**2.12. Restoration of Air Force Real Property.** Installation commanders make sure that lessees remove their property and improvements from the leased land or buildings when their leases expire or are terminated.

2.12.1. Ensure that lessees leave real property as they found it. If the lessee does not remove improvements and restore property:

- Take title to, but do not pay for, the improvements.
- Remove the improvements and charge the lessee the restoration costs.

2.12.1.1. Include a provision in the lease that the lessee repairs and pays for the repairs of all damages to Air Force real property the lessee caused.

2.12.1.2. If the lessee does not repair damages, charge the lessee all costs for repairing or replacing the damage or destruction.

2.12.1.3. SAF/MI may waive this provision. To ask for a waiver, send AFREA/MI, through the MAJCOM, a description of the circumstances and justification.

**2.13. Assignments and Subleasing.** Do not reassign or sublease real property without AFREA/MI approval. Include a clause in all leases to enforce this rule.

**2.14. Leasing Excess Real Property.** The General Services Administration (GSA) generally supervises and approves leasing and surplus real property. GSA regulations allow leases that temporarily put such real property to productive use. The lease and land must not interfere with or delay disposal of the real property. See the Federal Property and Administrative Services Act of 1949, as amended, and 40 U.S.C. 471 and following sections for more information.

2.14.1. An interim lease of excess or surplus property may not exceed 1 year and is revocable on 30 days' notice. Send requests for leasing such real property to AFREA/MI.

**2.15. Grazing and Crop Land Leases.** When considering a grazing or cropland lease, follow

AFPD 32-70, *Environmental Planning*, and use the approved grazing and crop land management and land use plan.

2.15.1. Incorporate land use regulations in the lease.

2.15.2. As representatives of the Base Civil Engineer, the REMO and the environmental or natural resources planner inspect the outleased land to make sure lessees follow land-use regulations.



## Chapter 3

### LICENSES AND PERMITS

**3.1. License Authority.** Installation commanders and MAJCOMs may grant a license for temporary use of Air Force real property. License terms must not be more than 5 years unless SAF/MII approves it. The conditions for licensing are:

- The licenses must be revocable at the discretion of the Secretary of the Air Force.
- The use must serve public interest or directly benefit the United States.

3.1.1. The Secretary of the Air Force issues the license in unusual situations involving activities for which no specific statutory authority exists.

**3.2. Consideration.** Licensees pay a fee, except:

- Nonprofit organizations.
- State, county, city, or other political subdivisions.

3.2.1. Revenue received from fees for licenses goes to the special treasury fund, receipt account 575189, set up for the Air Force.

3.2.2. Revenue received from the sale of utilities and other services goes to the installation's O&M account. See AFI 32-1061 for guidance on utility sales agreements and rates.

**3.3. License Insurance.** The licensee insures the licensed property and improvements for their full replacement value. Waive insurance requirement if:

- The improvements were incidental to acquiring the land and serve no Government need.
- The licensee occupies only part of an Air Force building.
- The building or facility has little value.
- The use the licensee proposes presents little risk.

3.1. The licensee carries third-party insurance for accidental death, personal injury, and property damage. This may be waived if the licensee is a fraternal, civic, or social welfare group.

3.1.1. Waiver requests must be written and approved.

3.1.2. Review waiver requests thoroughly to assess risk.

**4. Administrative Authority.** Under this authority, the installation commander may issue license for:

- Telecommunication Service.
- Telephone Cable.
- Materials From Borrow Pits.

3.4.1. Telecommunication Services. Send all requests for telecommunication services through real property management channels to the appropriate authority. See **chapter 2** for more information.

3.4.1.1. The MAJCOMs and installation REMOs keep copies of the outgrants or contracts.

3.4.2. Telephone Cable. Incorporate telephone company licenses in a service contract.

3.4.2.1. The contracting office draws up the service contract according to the Federal Acquisition Regulation (FAR).

3.4.2.2. Coordinate contracting and licensing with the base communications officer and keep a copy of the service contract at the MAJCOM and REMO.

3.4.2.3. Do not charge local exchange companies (LEC) for using Air Force real property when only the installation has official telephone service.

3.4.2.4. Charge the LEC fair market rent for using existing Air Force real property, including supporting structures such as poles, conduits, and manholes. Waive this charge when doing so best serves the Air Force. Consider charges if:

- Unofficial Service on the Installation. (Private telephone service to military family housing.)
- Unofficial Service off the Installation. (Use of Air Force real property to provide service to customers off the Installation.)

3.4.2.5. Do not charge the LEC for using Air Force land to install its cables or other supporting structures to provide unofficial service on the installation. The Air Force wants telephone service for unofficial customers on base.

3.4.3. Borrow Pits. Issue a free license to a state or other political subdivision for removing materials from borrow pits for constructing or maintaining:

- A road within the Air Force installation.
- Roads outside the Air Force Installation that benefit the installation and the public.

**3.5. Express Statutory Authority:** The following statutes allow the Air Force to issue licenses for using its property:

- Civil Air Patrol (CAP) - 10 U.S.C 9441
- Air National Guard (ANG) - 32 U.S.C. 503
- American Red Cross (ARC) - 10 U.S.C. 2670 and 2602
- Young Men and Women Christian Associations (YMCA and YMCA) - 10 U.S.C. 9778.
- Post Offices - 10 U.S.C. 9779.
- Miscellaneous Licenses - 10 U.S.C. 9777.

### 3.5.1. Civil Air Patrol (CAP).

3.5.1.1. The installation commander may license CAP units to use Air Force facilities for free. USAF CAP liaison officers and staff are active duty Air Force personnel or civilian employees, and do not need licenses to use space. (See AFI 36-5001, *Civil Air Patrol*).

3.5.1.2. The Air Force may pay to maintain and repair buildings and facilities CAP units occupy if the Air Force will later need them.

3.5.2. National Guard. The Secretary of the Air Force may license state National Guard to temporarily use and occupy space on military installations. These licenses are revocable and for an undefined term.

3.5.2.1. Do not license a state to build a permanent National Guard Armory on a military installation without state or National Guard construction funds and specific congressional authority.

3.5.3. American National Red Cross (ARC). The Secretary of the Air Force may license the ARC for free to use buildings on a military installation. The license is revocable.

3.5.3.1. Use a lease if the ARC wants to construct buildings for administration or club purposes under the provisions of 10 U.S.C. 2667. See AFI 36-3105, *Red Cross*, for more details.

3.5.4. Young Men and Women Christian Associations (YMCA and YWCA). The Secretary of the Air Force may license these associations to build and care for facilities on military installations within the United States, its Commonwealths, and its possessions. These licenses are revocable. When these facilities are needed to promote the social, physical, intellectual, and moral welfare of Air Force personnel, the licenses are free. See 10 U.S.C. 9778 for more information.

3.5.5. Post Offices. Post Offices may use space on Air Force installations without a license. However, in a Host-Tenant Support Agreement the post office agrees to reimburse the Air Force for utilities, and telephone, and janitorial services. See AFPD 25-2 for more details. Attach AF Form 3554, *Utility Sales Agreement to the Interagency Support Agreement* (see AFI 32-1061).

3.5.5.1. Do not spend appropriated funds to build a post office facility on an Air Force installation.

3.5.6. Miscellaneous Licenses. License these activities only if they will not damage the installation, inconvenience the military forces, or interrupt the mission:

- Landing ferries at Air Force installations.
- Building bridges on Air Force installations by state or local governments.
- Driving livestock across Air Force installations.

**3.6. Permits to Other Federal Agencies.** Permits let the DoD and other Federal agencies use Air Force real property.

3.6.1. Fees. Permits to DoD agencies are free. Charge non-DoD Federal agencies fair market value for using Air Force real property by permit. Waive fees and occupancy charges if:

- The agency supports or contributes to the installation's mission.
- The property is being used under existing permits. When renewing the outgrants, charge non-DoD agencies their activities merit an exception.
- The use benefits national defense.

- The permit grants a right-of-way for roads, pipelines, cables, or similar purposes.
- The income gained is less than the administrative expense incurred.

3.6.1.1. All permittees reimburse the Air Force for utilities and services. (See AFI 32-1061 and AFI 65-601, *US Air Force Budget Guidance and Procedures*.)

3.6.2. Host-Tenant Support Agreement; Interservice, Interdepartmental, and Interagency Support Agreements. These agreements document the use of Air Force real property and reimbursement for utilities and services. Both a permit and an interservice support agreement (ISSA) are needed. Attach AF Form 3554 to the Interservice Support Agreement (See AFI 32-1061).

3.6.2.1. Issue a permit when renewing the Host-Tenant agreement or ISSA to provide REMO with a record of third-party use of installation facilities. See AFPD 25-2, *Support Agreements*, and DoDI 4000.19 for more information.

3.6.3. Setting Rental Value for Permits. When an Air Force building or installation facility becomes available for other non-DoD agencies' use, issue a permit and ask a professional appraiser to establish a fair market rent. (No appraisal is needed if use is free.) Rent may be waived if mission support services equal or exceed the charges.

3.6.4. Term. Limit permits to the actual time needed for the proposed use, not more than 5 years without SAF/MII approval. Permits may be given to the Department of Education for a term no longer than 25 years to build schools.

3.6.5. Hazardous Wastes and Materials. The installation commander may permit the use of Air Force real property by other Federal Government agencies, DoD agencies, and other military departments for Air Force real property for using, storing, or disposing of hazardous materials or waste.

3.6.5.1. The permit must state that the permittee leave all Air Force real property decontaminated or repay the Air Force for all work needed to decontaminate Air Force real property.

3.6.5.2. The permittee meets all Air Force, Federal, state, and local environmental protection policies, laws, and regulations, and gives the Air Force copies of all its operating logs when each permit period ends.

3.6.5.3. The permittee must have the appropriate environmental regulatory authorities confirm that the Air Force real property needs no further cleanup or agree on specific remedial measures. This prevents disagreement over repaying the Air Force the administrative costs of negotiations with regulatory authorities.

3.6.6. National Guard Controlled Air Force Real Property. Permits given to other military departments to use Air Force real property that the Air National Guard (ANG) controls or manages at a public airport include additional conditions in **attachment 2**.

3.6.6.1. Execute an interservice support agreement (satisfying the host) simultaneously with the permit. Includes customary repayment costs for mission support the host provides.

3.6.6.2. The ANG installation commander is the manager responsible for operating support and military use of the public airfield.

3.6.6.3. The installation commander controls permitted real property.

3.6.6.4. The permittee observes installation rules, regulations, and directives for the installation's operation.

3.6.6.5. The permittee's unit commander coordinates with the installation commander to carry out all activities that may affect installation management and operation.

3.6.7. Labor Unions

3.6.7.1. A labor union with exclusive recognition is entitled to negotiate with local installation management officials for the use of office space, utilities, and services, including scope and cost. (Exclusive recognition - only union allowed to represent employees on the installation).

## Chapter 5

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### OUTGRANTING AIR FORCE REAL PROPERTY FOR OTHER PURPOSES

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**5.1. Morale, Welfare, and Recreation (MWR).** MWR and related activities manage recreation programs which use Air Force property. AFI 65-106 defines MWR categories and support provided.

5.1.1. Nonappropriated Fund users do not need an outgrant.

5.1.2. Private property such as boats, aircraft, recreation vehicles, or horses on Government property do not receive appropriated or nonappropriated support. The private property's owners must fully reimburse the Air Force or its nonappropriated instrumentality for expenses incurred or fair market value.

5.1.3. AFI 34-123, *Private Organizations Program Management*, defines and classifies types of private organizations and specifically addresses situations involving use of Air Force real property. However, outgrant temporary use of Air Force real property according to this instruction only.

5.1.4. Private organizations who use Air Force real property where no additional cost to the Government occurs may be authorized use without charge (to include utilities, in place equipment, and janitorial supplies).

**5.2. Community Antenna Television Service (CATV).** Franchise agreements drawn according to AFI 64-101, *Cable Television (CATV) Systems on US Air Force Installations*, and 47 U.S.C. 521 *et seq*, provide CATV service to Air Force installations. The franchise agreement makes any Air Force real property facilities or equipment available to the contractor, such as poles, conduits, and antennas sites, including consideration or offset, without a lease or license.

5.2.1. Issue a revocable license for using any Government-owned cable pairs, communication ducts, or conduits. The leasing agreement between the cable or telephone companies and the installation communications officer may also cover this. (See AFI 64-101 and AFI 33-11, *Telephone Systems Management*).

## Chapter 6

### CREDIT UNIONS AND BANKS

**6.1. Credit Unions.** The installation commander may let credit unions occupy Government-owned buildings or lease them land for building facilities.

6.1.1. Only one credit union can set up a branch or facility on an Air Force installation. However, if your installation already has more than one credit union, they are entitled to equal support.

6.1.2. Credit union membership is open to all assigned DoD personnel.

6.1.3. All credit unions operate according to DoDI 1000.10, *Procedures Governing Credit Unions on DoD Installations*.

**6.2. Membership Criteria.** To qualify for free office space and other real property, 95 percent of credit union on-base members must be current or former military and Federal civilian personnel and their families. See the *Federal Credit Union Act*, and AFI 65-702, *Credit Unions on US Air Force Installations*, for more details.

6.2.1. Obtain written certification that membership meets the 95 percent criterion before renewing a free license after a merger, takeover, or significant membership change.

**6.3. Use of Space in Government-owned Buildings.** Give credit unions space under a free license for not more than 5 years. See AFI 65-702, *Credit Unions on US Air Force Installations*, and AFI 32-1024 for more information.

6.3.1. The Air Force reimburses the GSA for all space, whether leased or in Federal office buildings, the GSA assigns to the credit union. The current GSA rental rate under P.L. 92-313 applies. The GSA charges the Air Force for space assigned for credit union operations.

6.3.2. The installation commander may issue a free-license for up to 25 years when a credit union meeting the 95 percent criterion uses its own funds to expand, modify, or renovate Government-owned space.

6.3.2.1. Consider the extent of modifications or renovations to decide on the license term.

6.3.2.2. If the credit union meets the 95 percent criterion, but the space it occupies will exceed what is authorized by MIL HDBK 1190 and AFI 32-1024, then the 5-year extended license will be at the fair-market rental for the space that is in excess of allowable space.

6.3.3. Give a credit union, that does not meet the 95 percent criterion and uses its funds to expand, modify, or renovate Government-owned space, a lease at fair market value for a period of up to 25 years.

6.3.3.1. Consider the extent of modifications or renovations to decide on the lease term.

6.3.4. The Air Force furnishes janitorial services, utilities such as air-conditioning, heat, and light, and maintenance at no cost to a credit union that occupies free space in a Government building.

6.3.5. The credit union pays for other services, such as telephone lines, long-distance calls, and space alterations. If the credit union does not meet the 95 percent membership criterion, the credit union reimburses the Air Force for support.

6.3.6. Process all credit unions actions through comptroller channels, as well as engineering channels.

**6.4. Construction of Credit Union Buildings.** To support each construction proposal, get written assurance that the credit union:

- Knows it may lose the building if the installation closes or other specified conditions limit the lease term.
- Will use the building only to serve credit union needs.
- Accepts financial responsibility and will reimburse the Air Force for construction costs, maintenance, utilities, and other services furnished.

6.4.1. Set rates according to DoD Instruction 7230.7 and confirm the rates in a written agreement.

6.4.2. Credit unions that pay for construction do not have to meet the space criteria explained in MIL-HDBK-1190 and AFI 32-1024.

**6.5. Lease of Air Force Land.** The installation leases land needed for approved construction at credit union expense. The cost of the lease is "not less than the fair market value of the lease interest, as determined by the Secretary," for a term of up to 25 years. Leases include these provisions:

- The Government has the right to terminate the lease in a national emergency or if the installation becomes inactivates, or closes.
- The credit union must notify the installation at least 90 days before closing its office.
- When the lease expires or is terminated, it is the Government's option to take structures and improvements without reimbursing the credit union or require the credit union to remove them. If the government takes this option, the credit union must restore the land to its original condition.

6.5.1. The fair market rental charge applies for the entire lease term.

6.5.2. If a credit union takes part in constructing a building complex, such as an installation shopping mall, set a nominal rent in the lease, covering only the land under the specific space the credit union occupies. The credit union reimburses the Air Force for support.

6.5.3. If the installation commander decides it serves the Government's best interest, extend an existing lease before it expires.

6.5.3.1. Extend leases for no more than 5 years.

6.5.4. If the terms of a lease or extension state that title to a facility passes to the Government, take title only after all extensions expire. Give the credit union first choice to continue occupying the facility under an Air Force lease.

6.5.4.1. In the lease require the credit union to care for the premises and pay for utilities and services according to DoD Instruction 7230.7 and AFI 32-1061.

6.5.4.2. Require a credit union that does not meet the 95 percent criterion to pay fair market rental for the land under the facility. The credit union cares for the premises and pays for utilities and services.

6.5.5. If the credit union does not meet the 95 percent criteria, determine the rent by comparing the facility to local civilian properties. Make sure that the appraisers consider that on-base land value may not always be comparable to local land value.

6.5.6. Require in all leases and licenses an Operating Agreement between the installation commander and the credit union president. See AFI 65-702 for more details.

**6. Establishing Banking Offices.** Banks may not set up offices on Air Force installations without SAF/MII and

SAF/FM approval. See AFI 65-701 for more details. See AFI 65-701 for instructions on branch banks and banking facilities including Automated Teller Machines (ATM), on Air Force installations

**6.7. Logistical Support for Banking Offices.** For the purpose of logistical support, banking offices are self-sustaining or non self-sustaining. See AFI 65-701 for definitions and more information.

6.7.1. Domestic Non-self-sustaining Banking Offices. Support non-self-sustaining banking offices without charge. This includes office space, utilities, maintenance and repair, and custodial services.

6.7.2. The installation commander may give a non-self-sustaining banking office space on a DoD installation at one or more locations for up to 5 years according to DoD Directive 4165.6.

6.7.2.1. Assign building space in the operating agreement and authorized it with a free license. Do not give the bank more space than MIL-HDBK-1190 or AFI 32-1024 authorizes.

6.7.3. The Air Force reimburses the GSA for all space, whether leased or in Federal office buildings, the GSA assigns to it. The current GSA rental rate under P.L. 92-313 applies. The GSA charges the Air Force for space assigned for banking operations.

6.7.4. Give a free lease to a non-self-sustaining bank authorized to construct its own building or use its funds to expand, modify, or renovate Government-owned space.

6.7.5. Consider the extent of the improvements to decide on the lease term. Make the lease effective until the expiration date or until the banking office becomes self-sustaining.

6.7.6. Maintain, repair, rehabilitate, alter, or construct base banking offices according to DoDI 4165.64.

6.7.7. When a banking office becomes self-sustaining, cancel its free license or lease and negotiate a lease at fair market value for a term of up to 5 years.

6.7.8. Process all actions for banks according to AFI 65-701.

**6.8. Banking Office in Government-Owned Buildings.** Before leasing space in Government-owned buildings, ask an appraiser to establish the fair market rent. Consider these terms and conditions:

6.8.1. The lease term is for up to 5 years and renewable by mutual agreement. The Air Force reserves the right to terminate the lease. The banking institution must reimburse the DoD for GSA-assigned space at the current GSA rental rate.

6.8.2. When the banking institution funds modification or renovation of Government buildings, the installation commander negotiates a lease for up to 25 years. The lease term must be commensurate with the extent of improvements.

6.8.3. The lessee makes needed interior alteration and does maintenance, and pays for utilities and for custodial and other services.

**6.9. Banking Offices on Government-Owned Land.** With a fair market value lease, the installation commander makes land available for approved building construction at bank expense. The fair market rent applies for the entire lease term of up to 25 years.

6.9.1. If a banking institution takes part in constructing a complex, such as an installation shopping mall, provide a lease covering only the land under the space the banking office occupies.

6.9.2. If the installation commander determines it best serves the Government, extend a land lease before it expires.

6.9.2.1. Make extensions for up to 5 years.

6.9.2.2. Defer passing the title to banking facilities to the government until all extensions expire.



6.9.2.3. The banking institution continues to care for the premises and pay for utilities and services furnished according to DoD instruction 7230.7 and AFI 32-1061.

**6.10. Other Lease Conditions.** Installation commanders include these conditions in all new leases and lease extensions.

6.10.1. The lease may be terminated by:

- The Secretary of the Air Force in a national emergency.
- Installation inactivation, closing, or other disposition.
- The lessee's failure to meet the lease conditions
- The interest of national defense.

6.10.2. When the leases expires or the Government terminates it, it is the Government's option to take structures and other improvements without reimbursing the bank or ask the lessee to remove them. If the Government takes this option, the bank must restore the land to its original condition.

6.10.3. The lessee must give the Air Force a 90-day written notice of intent to ends its lease.

6.10.4. The lease term may be more than 5 years only when the Secretary of the Air Force or a designee decide an extended term serves national defense or the public, under 10 U.S.C. 2667(b)(1).

6.10.5. Do not amend or alter leases signed before 26 July 1989, unless a lessee specifically asks to under DoDI 1000.12. Do not renegotiate lease contract, surrender, or waive any right without the Government's mutual consideration.

**6.11. Automated Teller Machine (ATM) Service.** ATMs add to services an on-base banking or credit union office provides. No lease or license is needed to place an ATM in a banking or credit union office or building.

6.11.1. With authorization, an on-base bank or credit union may place ATMs at one or more sites. See AFI 65-701 and 65-702 for details.

**6.12. Credit Unions Overseas.** The Air Force provides space and other support according to AFI 65-702.

**6.13. Banking Establishment in Overseas Locations.** Space and other support is provided according to AFI 65-701.

JAMES E. McCARTHY,, Maj General, USAF  
The Civil Engineer

## Attachment 1

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### GLOSSARY

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#### Terms

**Acquired Land.** - Land gotten from any private or public source other than land from the public domain.

**Amortize.** - Gradual reduction, redemption, or liquidation (paying off) of an account according to a specific schedule of times and amounts.

**Appraisal** - A valuation or an estimation of property value by qualified disinterested persons. The process of determining the value of an asset or liability that involves expert opinion rather than market transactions.

**Cession** - A state's ceding or yielding its jurisdiction over Government-controlled real property to the Federal Government.

**Comparable Housing** - Housing in the private sector, equivalent in size, number of bedrooms, amenities, equipment, furniture, and services, including garage. To determine comparability, consider all distinguishing characteristics that affect relative rents, such as location and the amount and use of space.

**Condemnation** - A judicial proceeding the Government introduces through the Department of Justice to use its right of eminent domain. Condemnation results in passing title to land and improvements on it to the Government with or without the owner's consent, but with fair payment.

**Consideration** - Compensation or an equivalent (money, material, or services) given for something acquired or promised. This may be real property's appraised fair market value or protecting real property against fire, water, or other threatening elements, or any mutual arrangement not in conflict with statutory limits.

**CPI** - Consumer Price Index that the Bureau of Labor Statistics, Department of Labor, keeps.

**Declaration of Excess (DE).** - A written statement, signed by the installation commander and sent to AFREA/MI through the major command, that certain real property is excess to installation needs, was found to be excess in a periodic utilization survey, or is part of an installation whose closing has announced. See AFI 32-9004.

**Easement** - The right to use another's land for a specific purpose. Usually, the landowners continue to own the land and use it as long as they do not interfere with the purpose of the easement.

**Fee Simple Title (Ownership)** - Title to real property belonging to a person or the Government where full and unconditional ownership exists. Such ownership does not necessarily include mineral rights.

**Flood Plains** - The 100-year flood plain is the lowlands adjoining inland and coastal waters, including floodplain areas of offshore islands, that would be inundated by the base flood. The 500 year (or critical actions) flood plain is the area that would be inundated by a 500-year flood. (See AFI 32-7003.)

**Geophysical Testing.** - A search for a mineral that involves physical presence on the land and some testing with minimum drilling and use of explosives. Includes seismic testing but not core drilling for geological information or mineral extraction.

**Hold Harmless Agreement** - A contractual arrangement in which one party assumes the situation's inherent liability, relieving the other party of responsibility.

**Inadequate Quarters.** - Air Force-controlled substandard housing operated on an adjusted BAQ or rental basis.

**Industrial Facility** - Any Government owned, leased, or controlled real property which a contractor uses to fulfill Government research, development, test, evaluation, production, maintenance, or modification contracts, or to store production machinery and equipment supporting these activities.

**Ingrants** - Licenses, leases, permits, temporary or permanent easements, foreign base rights agreements, treaties, and so on, under which the Department of the Air Force gains an interest in, or control of, real property in less than fee ownership.

**Lease** - Gives exclusive possession of real property for a specified term in return for rent or other consideration paid to the owner.

**Leaseables** - US-owned minerals, including oil and gas, that may legally be leased.

**Legislative Jurisdiction** - This term, when used in connection with a land area, means the power and authority of the Federal Government to legislate and to exercise executive and judicial powers within the area.

**Lessee** - One who has the right to occupy real property under a lease.

**Lessor** - One who holds title to and grants others the right to use and occupy real property under a lease.

**License** - A privilege that can be withdrawn at will to use or pass over a licensor's real property for a specific purpose, for example, right-of-entry for survey and exploration, right-of-entry for construction, tree topping, and so on. Licenses merely confer a privilege to occupy real property at the owner's tolerance. Licenses granted to other Federal agencies are called "permits."

**Locatables.** - US-owned hard-rock minerals, including gold, copper, and silver, on public domain lands subject to discovery and claim. **These are not leaseable or salable materials** (Title 30, U.S.C., chapter 22 and 43 CFR 3500.0-5 [n]).

**Nonappropriated Fund** - Funds generated by DoD military and civilian personnel and their dependents and added to funds Congress appropriated to finance a comprehensive, morale-building, welfare, religious, educational, and recreational program to improve the well-being of military and civilian personnel and their dependents.

**Offers of Gift (Donation).** - Voluntary offer to transfer or convey to the Government an interest in real property without payment or consideration of any kind by the Government. See AFI 51-601.

**Outgrants.** - Leases, licenses, easements, permits, use agreements, joint-use agreements, and other agreements ) which change the Government's interest in or control of real property, by conferring property rights to another Government agency, non-Federal entity (such as a state or local government), or a private party.

**Permit** - A right of exclusive or nonexclusive use of real property. When outgranted to a party other than a Federal agency, it generally covers one-time use and is called a "license." However, "permit" describes an authorization for a Government agency to use real property under another Government agency's jurisdiction for a defined period. Do not confuse these two terms.

**Public Domain.** - Land the United States acquired through treaties with foreign governments and continues to own. The Department of the Interior administers and manages this land under public land laws.

**Public Lands.** - Any land and land interest the United States owns within the states. The Secretary of the Interior through the Bureau of Land Management (BLM) manages this land without regard to its acquisition.

**Real Property Directive.** - A request to another Federal agency to act on a real property matter on behalf of the Air Force. Agencies include the Office of the Chief of Engineers, US Army Corps of Engineers, Department of the Army; or Naval Facilities Engineering Command, Department of the Navy; or BLM, US Department of the Interior, and others.

**Real Property.** - Lands, buildings, structures, utility systems, improvements, and appurtenances. Includes equipment attached to and part of buildings and structures, such as heating systems, but not movable equipment, such as plant equipment.

**Reasonable Value.** - The fair market rental value determined by applying the basic rent principle or the principle modified by allowed adjustments.

**REMO.** - Real property Management Office.

**Rent, Nominal.** - A token rent paid in money or services of \$1.00 usually acknowledged by receipt to preclude the outlay of administrative costs related to collection.

**Rental Quarters.** - These include all furnished and unfurnished quarters for Government employees, contractors, contractors' employees, and all other persons who receive housing while they support Government programs. It includes, but is not limited to, Government-owned or leased single-family dwellings, apartments, bunkhouses, dormitories, trailer pads, cabins, guard stations and lookouts, mobile homes, house trailers, permanent and semipermanent tents, and housekeeping and nonhousekeeping units. It also includes housing facilities designated substandard for family housing. The term excludes:

- Public quarters assigned to members of the uniformed services instead of a BAQ or VHA, or quarters assigned to US citizen civilian employees in foreign countries occupying rent-free space instead of their LQA.
- Quarters occupied by personnel who forfeit part of their per diem travel allowance.
- Parking facilities, including utility connections that Uniformed Services members use for their own house trailers and mobile homes.
- Temporary lodging facilities (TLF) operated with nonappropriated funds for welfare or recreation.

**Retrocession.** - The act of giving a state back all or part of its legislative jurisdiction.

**Right-of-Entry.** - The temporary right to enter land for a specific purpose without having any real property or interest in it, for example, to start construction before receiving a lease or easement.

**Right-of-Way Easement.** - The right to cross another's land for a specific purpose, for example, to construct a road, or install pipelines, pole lines, or telephone cables, and so on.

**Safety Restrictive Easement.** - An estate in land giving the holder certain rights pertaining to safety in areas near explosive storage facilities, ammunition bunkers, and so on. It's designed to protect against explosion hazards or to prohibit certain surface uses, such as structures for human occupancy: dwellings commercial, office, industrial, warehouse buildings. See AFI 91-409.

**Salables.** - US-owned natural resource materials, such as embedded gravel, sand, stone, and underground water. See Title 30, U.S.C. 601 *et seq.* and 41 CFR 101-47.302-2(a)(3).

**Seismic Testing.** - A procedure for determining the presence of oil and gas reservoirs by charting sound waves into the earth and back to its surface.

**Service Contract.** - A contract for nonpersonal services, authorized under the Armed Services Procurement Act of 1947, in which the contractor agrees to a service for the Air Force and the Air Force agrees to pay for the service. To perform the service, the contractor may use real property in which he or she has an interest and even let the Air Force enter the real property in a nonexclusive manner.

**Shelter Rent.** - Shelter plus the value of all public services, except nonappropriated fund services, utilities, and related services. (paragraph A1.71), and telephone service.

**Space, Special Purpose.** - Space in buildings the GSA control, including land under or near the building, that an agency uses for special purposes and generally not suited for other agencies' use. Examples include computer centers, hospitals, laboratories, mints, penal institutions, and Air Force Recruiting Offices (AFROs).

**Subordination Agreement.** - An agreement in which the owner real property, including subsurface oil, gas, and mineral rights, agrees to suspend or limit all or partial ownership rights under specific terms and conditions. Usually it is used to prevent interference or incompatibility with Governmental use of the property.

**Suspension Agreement.** - A lease that suspends an individual's grazing or mineral rights to public land or state-owned lands.

**Transient Quarters.** - Quarters traveling personnel occupy, normally for 90 days or less. Includes are visiting officer quarters (VOQ), visiting airman quarters (VAQ), temporary lodging facilities (TLF), and aerial port facilities (APF).

**Utilities and Related Services.** - Electric power; steam; compressed air; water, sewage and garbage disposal; trash collection; natural, manufactured, or mixed gas; ice and mechanical refrigeration furnished by the Government. NOTE: Cable television and telephone communication services are not utility services.

**Value (Current, Fair Market, and Estimated).** - As used in this instruction, these terms mean current fair market value or current fair market rental value:

- Fair market value is the cash amount or on value reasonably equivalent to cash, for which an owner would sell real property to a buyer.
- Fair market rental value of real property is the amount that a well-informed and willing lessee would pay in a competitive market and that a well-informed lessor would accept for using and occupying real property for a particular term.

**Wetlands.** - Areas inundated by surface or ground water often enough to support and do or would support plant or aquatic life that needs saturated or seasonally saturated soil conditions for growth and reproduction. Wetlands generally include swamps, marshes, bogs, and similar areas, such as mud flats, natural ponds, potholes, river overflows, sloughs, and wet meadows. Wetlands may be located in flood plains. (See AFI 32-70.)

**Withdrawn Land.** - Public domain land set aside by BLM for a specific public purpose, such as a national park, wildlife refuge, or national defense. Withdrawing public land generally prohibits its lease, sale, settlement, or other dispositions under the public land laws. See 43 U.S.C. 1702(j).

## Attachment 2

### DEPARTMENT OF THE AIR FORCE PERMIT

ATTACHMENT A  
DEPARTMENT OF THE AIR FORCE PERMIT NO  
ADDITIONAL CONDITIONS FOR USE OF REAL PROPERTY  
MANAGED OR CONTROLLED BY THE AIR NATIONAL GUARD (ANG)  
ON A PUBLIC AIRPORT

The permittee agrees that this permit is granted subject to the following additional conditions:

1. The ANG is the host for all military activities at the Airport, and the permittee and its subordinate units at the airfield are tenants. An interservice support agreement satisfying the host is executed simultaneously with the issue of this permit. It includes customary cost reimbursements for base operating support provided by the host. For this provision, all Government controlled real property or personal property associated with the ANG mission on this airfield will be called the "Air National Guard (ANG) Installation."
2. The ANG installation operates under a single manager. The installation commander, named by the Adjutant General of, is the single manager responsible for all installation operating support and military use of the public airfield. The permitted real property shall be under the commander's control. By statute, regulation, and service custom, the installation commander has the same authority and responsibility to manage the installation as the senior commander of Air Force base has, including operational control of all real property and personal property on it. The installation commander issues, as needed, and the permittee observes installation rules, regulations, and directives for the installation's operation.
3. The permittees' unit commander on the installation coordinates with the installation commander to carry out all activities affecting the installation's management and operation.

Permittee:

By:

Dated:



*In reply refer to*

THE COMMONWEALTH OF MASSACHUSETTS  
MILITARY DIVISION

THE ADJUTANT GENERAL'S OFFICE  
CAMP CURTIS GUILD

HAVERHILL STREET, READING, MA 01867-1999

April 4, 1997

Dr. Joseph E. Costa  
Executive Director  
Buzzards Bay Project  
2 Spring Street  
Marion, Massachusetts 02738

Dear Dr. Costa:

Enclosed are the following documents relating to your request to use property on the Massachusetts Military Reservation (MMR) for a Septic System Test Center:

- Air National Guard Memorandum dated March 28, 1997.
- A draft MOU dated September 1996 (which I believe was prepared by your staff).
- Proposed draft dated March 1997 (prepared by the Air National Guard).
- Air Force Instruction 32-9003.

It is likely that some further negotiation will be necessary between the Air Guard and the BBP to work out differences between the MOUs, however that need not delay proceeding with the process of licensing the property to the BBP. The licensing and the MOU can be worked in parallel.

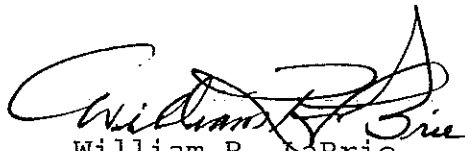
In reviewing the Air Guard's memorandum, it appears to me that you would need to furnish them the information outlined at the start of paragraph 5 up to item 5a. The Air Guard would furnish the information listed in paras 5b thru 5g.

To expedite what has so far been a slow process, I recommend your staff work directly with Major Tim Mullen, the Air National

Guard Staff Judge Advocate. Major Mullen is located in Building 330 here on the MMR. His telephone number is 968-7250.

I will monitor the status of the MOU and the license by checking with MAJ Mullen from time to time. If you feel the need for assistance at any time, please call me. Please be assured that MG Vezina and the Air National Guard here at the MMR fully support your efforts.

Sincerely,

A handwritten signature in dark ink, appearing to read 'William R. LaBrie', with a stylized, sweeping flourish at the end.

William R. LaBrie  
Brigadier General  
Executive Director  
Military Reservations Commission



- DRAFT -

**Septic System Test Center**

**Memorandum of Understanding  
Between the**

**The Commonwealth of Massachusetts Military Division  
and the**

**Commonwealth of Massachusetts Executive Office of Environmental Affairs,  
Buzzards Bay Project**

The Massachusetts Military Division agrees to provide free of charge to the Massachusetts Executive Office of Environmental Affairs Buzzards Bay Project (hereafter Buzzards Bay Project) the use of 2.5 acres of land in the vicinity of the Massachusetts Military Reservation Wastewater Treatment Facility for the purposes of constructing and operating a Septic System Test Center. This Memorandum of Understanding shall be in force between September 1, 1996 and August 30, 2003, and may be extended for an additional term at the option of both parties as per the following guidelines.

1) **Location of Facility.** The facility shall be primarily located at the site of the former waste water treatment facility, and is described as follows: an area of approximately 2.5 acres, bounded on the northwest by Kittredge Road, and on the northeast by the new MMR sewage treatment facility and by the proposed Sandwich-Mashpee septage treatment facility, and as shown on the map in Appendix A.

2) **Use of Site.** The Buzzards Bay Project shall use the site solely for the purpose of constructing and operating a facility to test and promote alternative onsite wastewater disposal systems (aka "septic systems"). This facility, hereafter known as the "Septic System Test Center" will be used to evaluate conventional septic system wastes, and will not include any hazardous materials. The Buzzards Bay Project shall not allow the use of the property(s) or any part thereof or any property thereon, nor grant any interest, privilege, or license whatsoever in connection with this agreement without permission in writing from the Massachusetts Military Reservation Commission.

3) **Connection to MMR Sewer Lines.** The Military Division agrees to allow the Buzzards Bay Project to connect into the influent line of MMR wastewater treatment facility at the manhole connector on South St. using existing underground pipe for the placement of PVC lines up to 8" dia. to the test facility. Withdrawal from the influent lines will not exceed 15,000 gallons per day. The untreated sewage will be diverted to the Septic System Test Center, run through alternative wastewater disposal systems, and the treated wastewater returned to the MMR sewer line. All systems to be evaluated will be tight and without any discharges to groundwater. All leach fields will be underlain for collection of treated waste. All treated waste will be collected and

reinjecting into the MMR wastewater treatment facility for normal processing. All test systems will be adequately monitored to ensure there are no discharges to groundwater.

4) **Review and Approval of Construction Plans.** All plans for construction, modification, or additions by the BBP must be approved in writing by the Base Commander, Otis ANGB MA hereafter referred to as the "said officer" before the commencement of any construction project. In addition, the designs for all connections to Otis Air National Guard (ANG) Base utilities will comply with ANG construction standards and be subject to Otis ANG Base and National Guard Bureau review and approval. ANG construction standards are available through the office of the Base Civil Engineer, Otis ANG Base.

5) **Construction responsibilities.** All construction, utility connections and any other construction done in connection with the Septic System Test Center whether on or off Otis ANGB, will be accomplished as the sole responsibility of the Buzzards Bay Project at the Buzzards Bay Project's expense. The BBP will comply with all applicable federal, state, and local laws, regulations, and standards, and in particular those provisions concerning the protection and enhancement of environmental quality and pollution control and abatement. All construction shall be in accordance with the approved designs and plans and without cost to the Military. The BBP shall not proceed with excavation or construction until it receives written notice from the "said officer" that such designs and plans are acceptable to the Military. Construction activity and disposition of excavated material, in connection with the Septic System Test Center Site, shall be coordinated with the said officer, and all excavation and construction activity shall be accomplished during periods acceptable to him or her. The Air National Guard review process for either a construction project or a utility connection will be completed within 30 days of receipt of plans and specifications. In the event problems are detected during review, immediate notice will be provided by telephone to the BBP or to its representative designated for the purpose. Approval will not be unreasonably withheld.

6) **Maintenance of Property.** The day-to-day management of the premises will be the responsibility of the Buzzards Bay Project. Electricity and water service will be provided at the existing transmission lines. Connections and metering of the facility will be provided by the BBP. All portions of the subleased property, including any improvements erected by the sublessee, shall at all times be protected and maintained in good order and condition as determined by the said officer and at the expense of the Buzzards Bay Project. The BBP is fully responsible for carrying out all terms and conditions of this agreement regardless of the acts of other third parties.

7) **Protection of Premises, Damage.** The Buzzards Bay Project shall at all times exercise due diligence in the protection of the leased premises against damage or destruction by fire and other causes.

8) **Vacation of Premises.** On or before the date of expiration of this Memorandum of Understanding, or any extension thereof, or of its termination, the BBP shall vacate the premises, remove the improvements and personal property therefrom, and restore the premises to the

condition that existed upon the date this sublease was executed. If the BBP fails to remove said property and restore the premises by the required date, and the said officer declines to accept such property as compensation, the said officer may cause to be removed and the premises to be restored at the expense of the BBP.

**9. Rules and Regulations.** The use and occupation of the premises by the BBP shall be subject to the general supervision and approval of the said officer and to such reasonable rules and regulations as may be prescribed by him from time to time, except that the said officer shall have no authority to manage facility operations.

**10. Notices.** All notices to be given pursuant to this sublease shall be addressed, if to the Buzzards Bay Project to Executive Director BBP, 2 Spring St. Marion, Ma 02738 and to the Military Division at Otis ANG Base MA 02501 as may from time to time be directed by the parties. Notice shall be deemed to have been duly given if and when enclosed in a properly sealed envelope or wrapper, addressed as aforesaid and sent certified mail, return receipt requested.

This Memorandum of Understanding is executed this day of September 1, 1996 by

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Joseph E. Costa, Ph.D.  
Executive Director  
Buzzards Bay Project  
MCZM Executive Office  
of Environmental Affairs

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*Raymond A.*  
Gen. William Vezina  
Adjutant General  
Massachusetts Military Reservation  
Commission



DEPARTMENT OF THE AIR FORCE  
HEADQUARTERS MASSACHUSETTS AIR NATIONAL GUARD (NGB)  
OTIS AIR NATIONAL GUARD BASE, MA 02542-5001

28 Mar 97

MEMORANDUM FOR BGEN LABRIE

FROM: HQ MAANG/JA  
330 East Inner Road  
Otis ANGB MA 02542-1320

SUBJECT: Buzzards Bay Project

1. Enclosed please find this office's draft Memorandum of Agreement (MOA) concerning the subject matter. The draft was developed from the draft document MOA submitted by Dr. Costa's office in combination with applicable Air Force/Air National Guard regulatory guidance. As discussed below, several hurdles exist before the subject Project can proceed.
2. Of critical importance is the need for the Project to obtain a possessive real property interest in land at Otis Air National Guard Base upon which it can construct the Test Center. The Memorandum of Agreement itself is insufficient for this purpose. The land in question is owned in fee simple by the Commonwealth. The Commonwealth leased the land to the Air Force which in turn licensed it back to the Commonwealth. The lease from the Commonwealth to the Air Force allows the Air Force to license a portion of the leased land to a Commonwealth agency other than the Military Division. Both parties to the lease have to agree to this additional license.
3. Thus, both the Air Force and the Commonwealth have to approve a lease to the Commonwealth's Executive Office of Environmental Affairs which controls the Buzzards Bay Project. Under Air Force Instruction 32-9003 *Granting Temporary Use of Air Force Real Property*, the Air Force offices of primary responsibility for approval would be the National Guard Bureau (NGB), the Air Force Real Property Agency (AFREA/MI), and the Deputy for Installations Management, Office of the Deputy Assistant Secretary of the Air Force (SAF/MII).
4. Under the AFI, NGB as the MAJCOM for Otis would initially decide whether the property is available for the Project to use temporarily; however, because the Project seeks use of the land for greater than five years, AFREA/MI must take action on the request. Additionally, since it appears the lease between the Commonwealth and the Air Force requires a license to be used in the instant matter, the AFI requires SAF/MII review since the requested period of license use is greater than five years.
5. The request to all three Air Force review/approval entities must contain an extensive amount of information. From an environmental perspective, the request must contain an environmental baseline study; environmental impact analysis; and a NEPA responsibilities certification. Other information required:

a. Description of the facilities, acreage, and a map showing the area and its relationship to the rest of the installation;

b. Statement of availability, including reasons for not declaring the area unneeded;

c. Proposed use;

d. When and how long available for the grantee's use. Including provisions for terminating on, canceling, restoring, and improving;

e. Special conditions, limitations, or restrictions on use and occupancy;

f. Statement that the proposed outgrant does not interfere with the installation's mission;  
and

g. Statement that the real property is safe for nonmilitary purposes; if not, tell why outgrant should be approved in spite of the contamination.

6. In sum, the attached draft MOA is just one part of the total package. A license granting the Project use of the land must be forthcoming, as well as several environmental reviews. All of these steps will require coordination with various state and federal agencies, which this office will oversee.



TIMOTHY A. MULLEN, Major, MAANG  
Staff Judge Advocate

Attachments:

1. Draft MOA [w/disk]
2. AFI 32-9003

cc:

HQ MAANG/CC [Draft MOA only]  
HQ MAANG/ESSO [Draft MOA only]  
102 SPTG/CC [Draft MOA only]  
102 FW/DE [Draft MOA only]  
102 FW/EM [Draft MOA only]  
MAAR-DFE-EM  
MAAR-JA

**MEMORANDUM OF AGREEMENT**

**BETWEEN**

**COMMONWEALTH OF MASSACHUSETTS, MILITARY DIVISION**

**AND THE**

**COMMONWEALTH OF MASSACHUSETTS, EXECUTIVE OFFICE OF  
ENVIRONMENTAL AFFAIRS**

**FOR THE**

**BUZZARDS BAY PROJECT**

**[DRAFT]**

## **I. PARTICIPANTS**

The parties to this Memorandum of Agreement (hereinafter the "Agreement") are the Commonwealth of Massachusetts, Military Division represented by Major General Raymond A. Vezina (hereinafter the "Government"), and the Commonwealth of Massachusetts, Executive Office of Environmental Affairs, represented by Joseph E. Costa, Ph.D., Executive Director, Buzzards Bay Project (hereinafter the "Director").

## **II. AUTHORITY**

- A. Department of Defense Instruction 4000.19, *Interservice, Interdepartmental, and Interagency Support*, 9 August 1995.
- B. Air Force Policy Directive 25-2, *Support Agreements*, 19 March 1993.
- C. Air Force Instruction ("AFI") 25-201, *Support Agreement Procedures*, 5 November 1994.
- D. AFI 32-1061, *Providing Utilities to USAF Installations*

## **III. SCOPE AND PURPOSE**

### **A. Purpose.**

1. The purpose of this Agreement is to outline responsibilities and major actions required to accomplish the construction and operation of the Buzzards Bay Project Septic System Test Center (hereinafter the "Project"), by the Director at Otis Air National Guard Base (hereinafter "Otis"). Actions and agreements herein apply only to the participating parties and are not intended to supersede existing regulations or agreements.

### **B. Scope.**

1. The land upon which the Project is to be sited is owned in fee simple title by the Commonwealth of Massachusetts, leased by the Commonwealth to the United States of America (represented by the Department of the Air Force) under Lease No. DACA51-5-75-293 (as amended), licensed by the Department of the Air Force to the Commonwealth for Massachusetts Air National Guard purposes under License DACA51-3-84-50.

2. The Director seeks to construct and operate the Project to test and promote alternative onsite wastewater disposal systems, i.e., septic systems. The Project will be used to evaluate conventional septic systems wastes.

3. To accomplish the above, the project will connect to the influent line of the Otis wastewater treatment facility at the manhole connector on South Street at Otis using existing underground pipe for the placement of PVC lines up to 8" diameter to the Project. Withdrawal from the influent lines will not exceed 15,000 gallons per day. The untreated sewerage will be diverted to the Project, run through alternative waste disposal systems, treated in the alternative waste disposal systems, and the treated wastewater returned to the MMR sewer line.

4. All alternative systems to be evaluated will be tight and without discharges to the groundwater. All leach fields will be underlain for collection of treated waste. All treated waste will be collected and reinjected into the MMR wastewater treatment facility for normal processing.

5. All test systems will be adequately monitored to the satisfaction of the government to ensure there are no discharges to the groundwater.

6. The Project shall be sited on the described premises, shown on the attached map entitled "?" ("Exhibit A"), and described in Exhibit "B," attached hereto and made a part hereof.

#### **IV. RESPONSIBILITIES**

##### **A. Access to Land.**

1. This Agreement gives the Director no interest in, or control of, the real property upon which the Project will be sited. Under Paragraph 7(b) of Lease No. DACA51-5-75-293, the Department of the Air Force may grant a license upon a portion of the leased premises to an agency of the Commonwealth of Massachusetts if mutually agreed between the parties to the Lease ( the Department of the Air Force and the Commonwealth of Massachusetts). The parties to this Agreement shall, as part of this Agreement and to be incorporated herein, obtain the necessary license under which the Director would gain an interest in, or control of, real property necessary for the site of the Project.

##### **B. Review and Approval of Construction Plans.**

1. Director will obtain approval from the designated Government representative of the final working drawings and specifications for the Project before the project is advertised or placed on the market for bidding; that it will construct the Project, or cause it to be constructed, to final completion in accordance with the approved plans and specifications; that it will submit to the designated NGB representative for approval, changes that alter the use of space, or function(s) for the Project or undertake other activities until the conditions of the construction program have been met.

2. Director will provide and maintain competent and adequate architectural engineering supervision and inspection at the construction site to ensure that the completed work conforms with the approved plans and specifications; that it will furnish progress reports and such other information as the designated Government representative may require.



3. Director will cause work on construction to be commenced within a reasonable time after the effective date of this Agreement and that the Project will be prosecuted to completion with reasonable diligence.

4. Government will complete within 30 days of receipt of plans and specifications from the Director the review process for either a construction project or utility connection. In the event problems are detected during the review, immediate notice will be provided to the Director or its designated representative. Approval will not be unreasonably withheld.

#### C. Construction Responsibility.

1. All construction, road improvements, utility connections, and any other construction done in connection with the Project, whether on or off Otis ANGB, will be accomplished as the sole responsibility of the Director and at the Director's sole expense.

2. Director will operate and maintain all Project construction in accordance with the minimum standards as may be required or prescribed by the applicable Federal (including AF/ANG), State, and local agencies for the maintenance and operation of such construction.

3. Director will comply with the provisions of all applicable Federal (including AF/ANG), State, and local laws, regulations, standards and orders with regard to the construction of the project, and in particular those provisions concerning environmental compliance and pollution control and abatement.

4. Director will coordinate with the Government all matters of ingress, egress, contractor haul routes, construction activity and disposition of excavated material during the construction phase of the project. All excavation and construction activity shall be accomplished during periods acceptable to the Government.

#### D. Maintenance and Protection of Property.

1. Director will at all times protect and maintain in good order and condition as determined by the Government and at the expense of the Director all portions of the Project property, including any improvements erected by the Director.

2. Director will at all times exercise due diligence in the protection of the Project property against damage or destruction by fire and other causes.

3. Director will promptly repair or replace any property of the Government damaged or destroyed by occurrences arising out of the use of the Project property to the satisfaction of the Government, or in lieu of such repair or replacement the Director shall, if so required by the Government, either pay to the Government money in the amount sufficient to compensate for the loss sustained by the Government by reason of damages to or destruction of Government property.

#### E. Utilities.

1. The Director will be responsible for obtaining electricity, water and gas service adequate for the requirements of the Project. Connection and metering facilities will be provided by the Director.
2. The Government shall be under no obligation to furnish utilities or related services.
3. The Director shall pay the cost, as determined by the Government, of producing and/or supplying any utilities or other related services furnished by the Government or through Government owned facilities for the use of the Project. Rates shall be calculated under Air Force Instruction 32-1061 and other applicable AF guidance.

#### F. Termination and Reviews.

1. The Government may terminate this Agreement if:
  - a. The President or Congress declares a national emergency.
  - b. The area is needed for military purposes.
  - c. It serves the national defense as determined by the Government.
  - d. Otis becomes inactive or closes.
  - e. Director's failure to meet the conditions of this Agreement or the License to be incorporated herein.
2. On or before the date of expiration of this Agreement, or any extension thereof, or its termination, the director shall vacate the premises, remove the improvements and personal property therefrom, and restore the premises to the condition that existed upon the date this Agreement was executed.
3. If the Director fails to remove said property and restore the premises by the required date, and the Government declines to accept such property, the Government may cause the property to be removed and the premises restored to its original condition at the expense of the Director.
4. This Agreement shall expire within five years of its execution unless the SAF/MII decides that a longer period promotes the national defense or promotes the public interest. It shall be effective upon execution by both parties. It shall remain in force for the period allowed until modified or terminated as allowed under this Agreement.
- 5 2. The parties shall conduct reviews of this agreement as required to evaluate its effectiveness and determine if any modifications are needed. Modifications determined to be mutually acceptable

and practical must be agreed upon by both parties. Modifications desired by either party are to be requested in writing at least 120 days in advance of the proposed effective date.

#### G. Administrative Services.

1. Government will provide a personnel locator for key Government command personnel and provide a copy of regulations, directives and instructions which are applicable to the occupancy and operation of the Project.
2. Director will provide a personnel locator with telephone numbers for all Project personnel working at the Project.
3. Director will distribute regulations, directives and instructions internally to Project personnel. Ensure Project personnel comply with Government's regulations, directives and instructions.

#### H. Project Operations, Maintenance and Repair.

1. Director will provide for operation, maintenance, and repair of Project infrastructure (i.e., roads, grounds, parking lots, drainage systems, structures, and real property). Also includes common benefit signs, snow removal, street cleaning, and installation beautification projects.
2. Director will be responsible for general cleanup and appearance of Project area.

#### I. Communications Support.

1. Government will provide usual and customary telephone equipment and services for complex, local, commercial calls for Receiver.
2. Director will reimburse Government for toll calls, equipment rearrangement/installation, and any additional cost exceeding normal telephone services incurred by or on behalf of Director.

#### J. Disaster Preparedness.

1. Government will provide disaster preparedness support as required under applicable AF/ANG guidance.
2. Director will comply with applicable AF/ANG guidance.

#### K. Entomology Services.

1. Director will provide pest control services and comply with AF/ANG pest control standards. R

#### L. Occupational and Industrial Health and Safety.

1. Director will ensure Project compliance with applicable federal (including AF/ANG), state and local guidance.
2. Director will conduct required industrial health and safety surveys and inspections to areas used and/or occupied by Project.

#### M. Fire Protection.

1. Government will provide all normal services related to fire protection and fighting operations, alert service, and rescue operations. Also includes inspection for fire hazards and servicing of portable fire extinguishers.
2. Director will comply with Government policies and directives. Provide access to Project spaces as required. Participate in drills; attend fire prevention/safety classes as required.

#### N. Security Services.

1. Director will coordinate with the MMR security office for security inspections and protection of Project personnel and resources.

### V. ENVIRONMENTAL COMPLIANCE.

#### A. General Provisions and Program Administration.

1. Government will be the focal point for all environmental matters and provide advice and consultation on all environmental laws, regulations and policies. Government will recommend the appropriate course of action to resolve environmental discrepancies, and interface with regulatory agencies and the public on behalf of Director.
2. Government will provide general operational environmental policy guidance, and detailed requirements and procedures for environmental document processing, coordination and approval for Director actions.
3. Government will serve as the single point of contact with all regulatory agencies including interpretation of regulations, coordinating inspections and submitting reports and correspondence. Government will act as the central repository for all environmental records required to be maintained by law or regulation.
4. Government will make reasonable effort to accommodate identified needs of Director when implementing environmental programs.
5. Director will comply with applicable environmental standards, rules, regulations, permit conditions and policies. Director will make environmental compliance requirements that pertain to their mission known to Government's environmental planning function.

6. Director is responsible for the actions of its contractors and will ensure its contractors understand and comply with the provisions herein.

7. Director will participate in applicable Government environmental programs.

8. Director will grant Government's environmental management personnel (and authorized contractors) access to Project facilities. Regulators who are performing official duties will be granted access to Project facilities if that access comports with Air Force and installation guidance. Director will also grant environmental contractors who are performing a federal environmental contract access to Project facilities.

**B. Environmental Protection Committee.**

1. Government will offer Director the opportunity to participate in the installation Environmental Protection committee (EPC), EPC subcommittees and, as appropriate, other installation environmental groups.

2. Director will participate in the EPC and other environmental groups of which it is a member.

**C. Environmental Monitoring, Auditing and Planning.**

1. Government will develop a comprehensive Project environmental monitoring/auditing program, and perform environmental monitoring and auditing as required.

2. Director will provide sampling and/or analysis support as deemed necessary, or as requested by Government. Director will provide receiver sample results in a timely manner.

3. Government will coordinate applicable environmental plans with receiver prior to publication.

4. Government must include Director in AFI 32-7045 Environmental Compliance Assessment and Management Program (ECAMP) evaluations, and forward the findings to the Director for action concerning Project deficiencies.

5. Director will request sampling and analysis from Government on a timely basis.

6. Director will assist Government as necessary during internal and external ECAMP evaluations, and respond to any noted deficiencies in a timely manner.

**D. Environmental Impact Analysis Program (EIAP).**

1. Government will administer the AFI 32-7061 Environmental Impact Analysis Program (EIAP) and provide general operational environmental policy guidance and procedures.

2. As required, Government will determine applicability of Federal facility air conformity requirements.
3. Director will submit to Government an AF Form 813 for the Project immediately upon the execution of this Agreement.
4. Director will cooperate with the supplier in preparing and processing environmental documents concerning the Project.

**E. Training.**

1. Government will provide Project personnel with environmental training required by law or regulation. Director will provide and coordinate a training schedule to the mutual satisfaction of the Government.
2. Director will ensure that its personnel and contractors are properly trained in accordance with applicable statutes and regulations. Director will identify environmental training requirements to Government.

**F. Hazardous Material/Waste Management.**

1. Unless otherwise agreed, Director will provide hazardous waste disposal capabilities in accordance with applicable federal and state regulations.
2. Director will be responsible for developing and managing Project solid waste disposal and recycling programs.
3. Director will obtain guidance and handling services for Project hazardous material and hazardous waste management and disposal, including storage of Project generated hazardous waste, and use of appropriate contracts for hazardous waste and non-hazardous waste disposal.
4. Government will approve introduction of new Project hazardous material onto the installation.
5. Director will participate in Government's hazardous material management program, including pharmacy and pollution prevention program. Director will comply with all Government policies and procedures for waste minimization and recycling.
6. Director will request Government's approval prior to introducing new hazardous material onto the installation.

**G. Permitting.**

1. Government will review Project's required permit applications before submission to the appropriate agency and be the point of contact regarding all environmental actions.

2. Government will maintain environmental permits.
3. Government will ensure that Director is aware of all permit requirements.
4. Director shall, prior to beginning operations, provide the appropriate agency all necessary information required to obtain and maintain permits covering Project operations.
5. Director will obtain environmental permits required by law or regulation prior to start of Project activities, including construction.
6. Director will immediately notify Government of potential permit violations.

**G. Information Management.**

1. Director will provide to Government all requested environmental information on a timely basis.

**H. Emergency Response.**

1. Government will provide emergency response support and necessary follow-up for incidents beyond Director's capabilities.
2. Government will notify the appropriate regulatory agencies and submit reports as required by law or regulation.
3. Government will include Project in exercise scenarios as appropriate.
4. Director will immediately report all hazardous releases in accordance with Government plans and directives.

**I. Notification.**

1. Government will notify Director immediately of enforcement actions (e.g. NOVs, warning letters and notices to comply, etc.) taken by environmental regulators attributable to the action or inaction of the Director or its contractors.
2. Government will notify Director immediately of any regulator visits and pertinent requests for information.
3. Government will notify Director of any new or changed environment requirements that may impact Project operations.
4. Director will notify Government immediately of enforcement actions taken by environmental regulators attributable to the action or inaction of the Director or its contractors.

5. Director will notify Government of any action or event which either results in, or may result in, environmental, natural resource, and cultural resource degradation, or that has a potential for controversy.

6. Director will notify Government and obtain approval for all new, modified or decommissioned pollution sources or regulated activities at the Project used by Director or its contractors. Examples include well closures, tank removals and use of temporary sources such as generators.

7. Director and Director's contractors will not disturb any historical, archeological, or cultural artifacts. In the event such items are discovered on the premises, Director will immediately notify Government and protect the site and material from further disturbance until clearance is provided to proceed.

8. Director will notify Government immediately of any regulator visits and requests for information.

#### J. Environmental Financial Management.

1. Government will identify direct costs associated with reimbursable support for environmental activities in accordance with DoD instruction 4000.19, dated 9 August 1995.

2. Per DoD Instruction 4000.19, Director will reimburse all of Government's direct costs (i.e. incremental costs).

3. Director will be responsible for federal, state, and local fines assessed against the Project, as well as reimbursement of fines assessed against the Government for violations caused by the Project, and for any costs for environmental cleanup necessitated by Director's actions.

#### K. Enforcement Action.

1. Government will notify Director of any enforcement actions or notices to comply taken by environmental regulators in which the violation may be attributed to the action or inaction of the Director or its contractors attached, assigned to, or providing services on Government installation. Government will provide Director with a copy of the enforcement action, with all supporting documentation, and a synopsis of reasons for concluding Director or its contractor(s) is responsible for the statutory or regulatory violation.

2. If a civil fine or penalty is being sought in connection with an alleged violation, Government shall request that the regulatory agency provide a breakdown of the civil fine or penalty for each violation. Based upon the breakdown received, or the enforcement policies of the relevant agencies, Government will identify to Director that portion of the civil fine or penalty that it believes is attributable to violations of law or regulation by Director or its contractors, along with a statement of reasons in support of that conclusion.



3. Government will provide Director a reasonable opportunity to review and coordinate the proposed fine or penalty, and to participate in preparing any response to the enforcement action which involves Project operations, facilities or contractors.
4. Government will coordinate all strategies to resolve enforcement actions, fines or penalties, including negotiation and litigation, and will serve as the final decision-maker with respect to such efforts.
5. Upon conclusion of the process which results in the imposition of a fine or penalty for violations attributable to Project operations, facilities or contractors, Government will coordinate with Director to ensure the proper transfer of an amount equal to the Project attributable portion of the fine or penalty.
6. Director will transfer funds for all civil fines or penalties that are attributable to Project operations or facilities, or the operations or facilities of Project contractors, as provided above.
7. Director will provide Government with timely comments or positions on the propriety of any enforcement action, including civil fines and penalties.
8. Director will assist Government as needed, in all efforts to resolve enforcement actions, including civil fines or penalties.
9. Director will take appropriate action to correct the violation that led to, or contributed to, the enforcement action.
10. Where resolution of civil fines or penalties involve implementation of supplemental environmental projects (SEPs), Director will provide Government with a list of all projects which may qualify as a SEP.

#### **VI. NOTICE.**

All notices to be given pursuant to this Agreement shall be enclosed in a properly sealed envelope or wrapper, sent by certified mail, return receipt requested, and addressed as follows:

##### **A. Director.**

Executive Director, BBP  
2 Spring Street  
Marion, MA 02738

##### **B. Government.**

HQ STARC  
MAAR-DFE-EM  
ATTN: Sean Cody  
50 Maple Street

**VII. APPROVAL.**

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 1997.

Commonwealth of Massachusetts, Military Division

BY: \_\_\_\_\_  
(SIGNATURE)

TITLE: The Adjutant General

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 1997.

Commonwealth of Massachusetts, Executive Office of Environmental Affairs

BY: \_\_\_\_\_  
(SIGNATURE)

TITLE: Executive Director  
Buzzards Bay Project  
MCZM Executive Office of Environmental Affairs



*The Commonwealth of Massachusetts*  
*Executive Office of Environmental Affairs*  
*100 Cambridge Street, Boston, MA 02202*

ARGEO PAUL CELLUCCI

GOVERNOR

TRUDY COXE

SECRETARY

Tel: (617) 727-9800

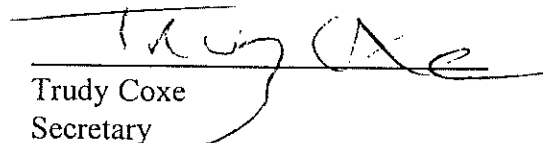
Fax: (617) 727-2754

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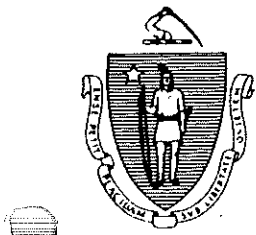
**CERTIFICATE OF AUTHORITY**

I, Trudy Coxé, hereby certify that I am the Secretary of the Executive Office of Environmental Affairs of the Commonwealth of Massachusetts and that the Office of Coastal Zone Management which executed the foregoing instrument with the United States of America has been duly authorized to execute said instrument on behalf of the Executive Office of Environmental Affairs and the Commonwealth of Massachusetts.

Witness my hand and seal this the 2 day of June, 1998.

  
Trudy Coxé  
Secretary

Executive Office of Environmental Affairs



ARGEO PAUL CELLUCCI  
GOVERNOR

TRUDY COXE  
SECRETARY

*The Commonwealth of Massachusetts*  
*Executive Office of Environmental Affairs*  
*100 Cambridge Street, Boston, MA 02202*

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**CERTIFICATE OF INSURANCE**

I hereby certify that the Commonwealth of Massachusetts and its subdivisions, including the Executive Office of Environmental Affairs, are self-insured. All claims against the Commonwealth and its subdivisions shall be brought pursuant to Chapter 258 of the General Laws of Massachusetts.

Witness my hand and seal this the 4<sup>th</sup> day of June, 1998.

\_\_\_\_\_  
Carol Lee Rawn  
General Counsel  
Executive Office of Environmental Affairs

DEPARTMENT OF THE AIR FORCE LICENSE  
OTIS AIR NATIONAL GUARD BASE (ANGB)

BARNSTABLE, MASSACHUSETTS

No. DACA51-3-98-078

THE SECRETARY OF THE AIR FORCE, hereinafter referred to as the Secretary, under authority of the General Administrative Power of the Secretary hereby grants to the COASTAL ZONE MANAGEMENT OFFICE, a private organization heading the Buzzards Bay Project, hereinafter referred to as the Grantee a License for use of approximately 2.5 acres of land at Otis Air National Guard Base (ANGB), Massachusetts over, across, in and upon lands of the United States, as identified in Exhibits "A" and "B", attached hereto and made a part hereof, hereinafter referred to as the premises.

THIS LICENSE is granted subject to the following conditions.

1. TERM

This License is granted for a term of five (5) years, beginning \_\_\_\_\_ and ending \_\_\_\_\_, but revocable at will by the Secretary.

2. NOTICES

All notices to be given pursuant to this License shall be addressed, if to the Grantee, to Executive Office of Environmental Affairs, 100 Cambridge Street, 20th Floor, Boston, Massachusetts 02202; and if to the United States, to the District Engineer, Attention: Chief, Real Estate Division (CENAN-RE-M), Department of the Army, New York District, Corps of Engineers, 26 Federal Plaza, New York, New York 10278-0090 or as may from time to time otherwise be directed by the parties. Notice shall be deemed to have been duly given if and when enclosed in a properly sealed envelope addressed as aforesaid, and deposited, postage prepaid, in a post office regularly maintained by the United States Postal Service.

3. AUTHORIZED REPRESENTATIVES

Except as otherwise specifically provided, any reference herein to "Secretary", "District Engineer", "Installation Commander", or "said officer" shall include their duly authorized representatives. Any reference to "Grantee" shall include any duly authorized representatives.

4. SUPERVISION BY THE INSTALLATION COMMANDER

The use and occupation of the premises shall be subject to the general supervision and approval of the Installation Commander, Otis Air National Guard Base (ANGB), Massachusetts hereinafter referred to as said officer, and to such rules and regulations as may be prescribed from time to time by said officer.

## 5. APPLICABLE LAWS AND REGULATIONS

The Grantee shall comply with all applicable Federal, State, County and municipal laws, ordinances and regulations wherein the premises are located.

## 6. CONDITIONAL USE BY GRANTEE

The exercise of the privileges herein granted shall be:

- a. without cost or expense to the United States.
- b. subject to the right of the United States to improve, use or maintain the premises.
- c. subject to other outgrants of the United States on the premises.
- d. personal to the Grantee, and this License, or any interest therein, may not be transferred or assigned.

## 7. CONDITION OF PREMISES

The Grantee acknowledges that it has inspected the premises, knows its condition, and understands that the same is granted without any representations or warranties whatsoever and without any obligation on the part of the United States.

## 8. COST OF UTILITIES

The Grantee shall pay the cost, as determined by said officer, having immediate supervision over the premises, of producing and/or supplying any utilities and other services furnished by the Government or through Government-owned facilities for the use of the Grantee, including the Grantee's proportionate share of the cost of operation and maintenance of the Government-owned facilities by which such utilities or services are produced or supplied. The Government shall be under no obligation to furnish utilities or services. Payment shall be made in the manner prescribed by the officer having such jurisdiction.

## 9. PROTECTION OF PROPERTY

The Grantee shall keep the premises in good order and in a clean, safe condition by and at the expense of the Grantee. The Grantee shall be responsible for any damage that may be caused to the property of the United States by the activities of the Grantee under this License, and shall exercise due diligence in the protection of all property located on the premises against fire or damage from any and all other causes. Any property of the United States damaged or destroyed by the Grantee incident to the exercise of the privileges herein granted shall be promptly repaired or replaced by the Grantee to a condition satisfactory to said officer, or at the election of said officer, reimbursement made therefor by the Grantee in an amount necessary to restore or replace the property to a condition satisfactory to said officer.

## 10. INDEMNITY

The United States shall not be responsible for damages to property or injuries to persons which may arise from or be incident to the exercise of the privileges herein granted, or for damages to the property of the Grantee or for damages to the property or injuries to the person of the Grantee's officers, agents, or employees or others who may be on the premises at their invitation or the invitation of any one of them, and the Grantee shall hold the United States harmless from any and all such claims not including damages due to the fault or negligence of the United States or its contractors.

## 11. RESTORATION

On or before the expiration date of this License or its termination by the Grantee, the Grantee shall vacate the premises, remove the property of the Grantee, and restore the premises to a condition satisfactory to said officer. If, however, this License is revoked, the Grantee shall vacate the premises, remove said property and restore the premises to the aforesaid condition within such time as the District Engineer may designate. In either event, if the Grantee shall fail or neglect to remove said property and restore the premises, then, at the option of said officer, the property shall either become the property of the United States without compensation therefore, or said officer may cause the property to be removed and no claim for damages against the United States or its officers or agents shall be created by or made on account of such removal and restoration work. The Grantee shall also pay the United States on demand any sum which may be expended by the United States after the expiration, revocation, or termination of this License in restoring the premises.

## 12. NON-DISCRIMINATION

The Grantee shall not discriminate against any person or persons or exclude them from participation in the Grantee's operations, programs or activities because of race, color, religion, sex, age, handicap, or national origin in the conduct of operations on the premises. The Grantee will comply with the Americans with Disabilities Act and attendant Americans with Disabilities Act Accessibility Guidelines (ADAAG) published by the Architectural and Transportation Barriers Compliance Board.

## 13. TERMINATION

This License may be terminated by the Grantee at any time by giving the District Engineer at least ten (10) days notice in writing.

## 14. ENVIRONMENTAL PROTECTION

a. Within the limits of their respective legal powers, the parties to this License shall protect the premises against pollution of its air, ground and water. The Grantee shall comply with any laws, regulations, conditions, or instructions affecting the activity hereby authorized if and when issued by the Environmental Protection Agency, or any Federal, State, interstate or local

governmental agency having jurisdiction to abate or prevent pollution. The disposal of any toxic or hazardous materials within the premises is specifically prohibited. Such regulations, conditions, or instructions in any Federal, State, interstate or local governmental agency are hereby made a condition of this License. The Grantee shall not discharge waste or effluent from the premises in such a manner that the discharge will contaminate streams or other bodies of water or otherwise become a public nuisance.

b. The Grantee will use all reasonable means available to protect the environment and natural resources, and where damage nonetheless occurs from the Grantee's activities, the Grantee shall be liable to restore the damaged resources.

c. The Grantee must obtain approval in writing from said officer before any pesticides or herbicides are applied to the premises.

15. A Preliminary Environmental Impact Analysis and Environmental Baseline Survey Report, Phase I are attached hereto and made a part hereof as Exhibits "C" and "D". This action has been reviewed and qualifies for a Categorical Exclusion from further environmental analysis.

#### 16. HISTORIC PRESERVATION

The Grantee shall not remove or disturb, or cause or permit to be removed or disturbed, any historical, archaeological, architectural or other cultural artifacts, relics, remains or objects of antiquity. In the event such items are discovered on the premises, the Grantee shall immediately notify said officer and protect the site and the material from further disturbance until said officer gives clearance to proceed.

#### 17. DISCLAIMER

This License is effective insofar as the rights of the United States in the premises are concerned; and the Grantee shall obtain any permit or License which may be required by Federal, State, or local statute in connection with the use of the premises. It is understood that the granting of this License does not preclude the necessity of obtaining a Department of the Army permit for activities which involve the discharge of dredge or fill material or the placement of fixed structures in the waters of the United States, pursuant to the provisions of Section 10 of the Rivers and Harbors Act of 3 March 1899 (33 USC 403), and Section 404 of the Clean Waters Act (33 USC 1344).

18. a. At the commencement of this License, the Grantee shall obtain, from a reputable insurance company, or companies, liability insurance. The insurance shall provide an amount not less than that which is prudent, reasonable and consistent with sound business practices or a minimum combined single limit of \$5,000.00, whichever is greater, for any number of persons or claims arising from any one incident with respect to bodily injuries or death resulting therefrom, property damage, or both, suffered or alleged to have been suffered by any person or persons resulting from the operations of the Grantee under the terms of this License. The Grantee shall require its insurance company to furnish to the District Engineer a copy of the policy or policies,



of if acceptable to the District Engineer, certificate of insurance evidencing the purchase of such insurance. The minimum amount of liability insurance coverage is subject to revision by the District Engineer every three (3) years or upon renewal or modification of this License.

b. The insurance policy or policies shall be of comprehensive form of contract and shall specifically provide protection appropriate for the types of facilities, services and activities involved. The Grantee shall require that the insurance company give the District Engineer thirty (30) days written notice of any cancellation or change in such insurance. The District Engineer may require closure of any or all of the premises during any period for which the Grantee does not have the required insurance coverage.

c. As to those structures and improvements on the premises constructed by or owned by the United States, for such periods as the Grantee is in possession of the premises pursuant to the terms and conditions of this License, the Grantee shall procure and maintain at the Grantee's cost a standard fire and extended coverage insurance policy or policies on the licensed premises to the full insurable value thereof. The Grantee shall procure such insurance from a reputable company or companies. The insurance policy or policies at the election of the United States, shall be payable to the Grantee to be used solely for the repair, restoration or replacement of the property damaged or destroyed, and any balance of the proceeds not required for such repair, restoration or replacement shall be paid to the United States. If the United States does not elect by notice in writing to the insurer within sixty (60) days after the damage or destruction occurs to have the proceeds paid to the Grantee for the purposes hereinabove set forth, then such proceeds shall be paid to the United States, provided however that the insurer, after payment of any proceeds to the Grantee in accordance with the provisions of the policy or policies, shall have no obligation or liability with respect to the use or disposition of the proceeds by the Grantee. Nothing herein contained shall be construed as an obligation upon the United States to repair, restore or replace the licensed premises or any part thereof.

19. The area will be used to support the Buzzards Bay Project which operates under a federal grant to establish a facility to test and promote alternative septic system technologies for use in Massachusetts.

20. This action has been reviewed with AFI 32-7061, Environmental Impact Analysis and it has been determined that it qualifies for a Categorical Exclusion from further Environmental Analysis. Otis Air National Guard Base, Massachusetts is located in a non-attainment area. This project will not cause or contribute to any new violation of any standard in any area.

21. A Preliminary Environmental Impact Analysis is attached hereto and made a part hereof as Exhibit "C".

22. Also an Environmental Baseline Survey Report, Phase I is attached hereto and made a part hereof as Exhibit "D".

23. That the Government shall have access for ingress and egress to the 2.5 acres from the surrounding Otis Air National Guard Base leased and licensed property.

24. That the Coastal Zone Management Office agrees to pay all cost associated with the project including construction, maintenance and utilities.

25. That the Coastal Zone Management Office agrees to assume all liability associated with this project to include equipment, personnel and environment.

THIS LICENSE is not subject to Title 10, United States Code, Section 2662, as amended.

IN WITNESS WHEREOF, I have hereunto set my hand by authority of the Secretary of the Air Force, this            day of

WILLIAM E. EDWARDS  
Director  
Air Force Real Estate Agency  
Deputy Assistant Secretary of the Air Force  
(Installations)

THIS LICENSE is also executed by the Licensee this            day of

COASTAL ZONE MANAGEMENT OFFICE

BY: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Print or Type Name\

TITLE: \_\_\_\_\_

CERTIFICATE OF AUTHORITY

I, \_\_\_\_\_, certify that I am the  
\_\_\_\_\_ of \_\_\_\_\_  
\_\_\_\_\_ the corporation described  
in and which executed the foregoing instrument with the United  
States of America; that the said corporation is organized under  
the laws of the State of \_\_\_\_\_; that the  
corporate seal affixed to said instrument is the seal of said  
corporation; that \_\_\_\_\_ who executed said  
instrument as \_\_\_\_\_ of said corporation  
was then \_\_\_\_\_ of said corporation and  
has been duly authorized to execute said instrument in behalf  
of said corporation; that I know the signature of said  
\_\_\_\_\_; and that the signature affixed  
to such instrument is genuine.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed  
the corporate seal of said corporation, this \_\_\_\_\_ day of  
\_\_\_\_\_.

Signature: \_\_\_\_\_

\_\_\_\_\_  
Print or Type Name

Title: \_\_\_\_\_

Description of Boundary Lines  
for the  
"Alternative Septic System Test Center"  
located at  
Mass. Military Reservation, MA ANG Base, Cape Cod

Beginning at a point, said point being the more westerly gate post in the most northwesterly gate in the existing fence surrounding the old treatment plant area; thence

- |              |  |
|--------------|--|
| N 52-52-53 W | A distance of One Hundred Ten and 99/100 feet (110.99') to a point; thence   |
| N 14-14-56 E | A distance of Two Hundred Forty Three and 26/100 feet (243.28') to a point; thence   |
| S 76-50-30 E | A distance of One Hundred Seventy Three and 74/100 feet (173.74') to a point; thence   |
| S 75-23-52 E | A distance of One Hundred Seventy Five and 48/100 feet (175.48') to a point; thence  |
| S 47-09-11 E | A distance of Forty Four and 61/100 feet (44.61') to a point; thence   |
| S 08-50-40 W | A distance of Thirty Four and 03/100 feet (34.03') to a point; thence  |
| S 69-09-36 W | A distance of Twenty Seven and 58/100 feet (27.58') to a point; thence   |
| S 44-48-08 W | A distance of Fifty Three and 47/100 feet (53.47') to a point; thence  |
| S 12-38-38 W | A distance of Sixty Six and 69/100 feet (66.69') to a point; thence  |
| S 07-17-57 W | A distance of One Hundred Sixty Nine and 12/100 feet (169.12') to a point, said point being the more northerly gate post in the most northeasterly gate in the existing fence surrounding the old treatment plant area; thence |
| N 62-12-54 W | A distance of Two Hundred Sixty Nine and 35/100 feet (269.35') to the point of beginning.  |

Containing 108,825 square feet, more or less.

Meaning and intending to describe the perimeter of the Alternative Septic Test Center at Otis ANG Base.

EXHIBIT "B"

DEPARTMENT OF THE AIR FORCE LICENSE  
OTIS AIR NATIONAL GUARD BASE (ANGB)

BARNSTABLE, MASSACHUSETTS

No. DACA51-3-98-078

THE SECRETARY OF THE AIR FORCE, hereinafter referred to as the Secretary, under authority of the General Administrative Power of the Secretary hereby grants to the COASTAL ZONE MANAGEMENT OFFICE, a private organization heading the Buzzards Bay Project, hereinafter referred to as the Grantee a License for use of approximately 2.5 acres of land at Otis Air National Guard Base (ANGB), Massachusetts over, across, in and upon lands of the United States, as identified in Exhibits "A" and "B", attached hereto and made a part hereof, hereinafter referred to as the premises.

THIS LICENSE is granted subject to the following conditions.

1. TERM

This License is granted for a term of five (5) years, beginning \_\_\_\_\_ and ending \_\_\_\_\_, but revocable at will by the Secretary.

2. NOTICES

All notices to be given pursuant to this License shall be addressed, if to the Grantee, to Executive Office of Environmental Affairs, 100 Cambridge Street, 20th Floor, Boston, Massachusetts 02202; and if to the United States, to the District Engineer, Attention: Chief, Real Estate Division (CENAN-RE-M), Department of the Army, New York District, Corps of Engineers, 26 Federal Plaza, New York, New York 10278-0090 or as may from time to time otherwise be directed by the parties. Notice shall be deemed to have been duly given if and when enclosed in a properly sealed envelope addressed as aforesaid, and deposited, postage prepaid, in a post office regularly maintained by the United States Postal Service.

3. AUTHORIZED REPRESENTATIVES

Except as otherwise specifically provided, any reference herein to "Secretary", "District Engineer", "Installation Commander", or "said officer" shall include their duly authorized representatives. Any reference to "Grantee" shall include any duly authorized representatives.

4. SUPERVISION BY THE INSTALLATION COMMANDER

The use and occupation of the premises shall be subject to the general supervision and approval of the Installation Commander, Otis Air National Guard Base (ANGB), Massachusetts hereinafter referred to as said officer, and to such rules and regulations as may be prescribed from time to time by said officer.

## 5. APPLICABLE LAWS AND REGULATIONS

The Grantee shall comply with all applicable Federal, State, County and municipal laws, ordinances and regulations wherein the premises are located.

## 6. CONDITIONAL USE BY GRANTEE

The exercise of the privileges herein granted shall be:

- a. without cost or expense to the United States.
- b. subject to the right of the United States to improve, use or maintain the premises.
- c. subject to other outgrants of the United States on the premises.
- d. personal to the Grantee, and this License, or any interest therein, may not be transferred or assigned.

## 7. CONDITION OF PREMISES

The Grantee acknowledges that it has inspected the premises, knows its condition, and understands that the same is granted without any representations or warranties whatsoever and without any obligation on the part of the United States.

## 8. COST OF UTILITIES

The Grantee shall pay the cost, as determined by said officer, having immediate supervision over the premises, of producing and/or supplying any utilities and other services furnished by the Government or through Government-owned facilities for the use of the Grantee, including the Grantee's proportionate share of the cost of operation and maintenance of the Government-owned facilities by which such utilities or services are produced or supplied. The Government shall be under no obligation to furnish utilities or services. Payment shall be made in the manner prescribed by the officer having such jurisdiction.

## 9. PROTECTION OF PROPERTY

The Grantee shall keep the premises in good order and in a clean, safe condition by and at the expense of the Grantee. The Grantee shall be responsible for any damage that may be caused to the property of the United States by the activities of the Grantee under this License, and shall exercise due diligence in the protection of all property located on the premises against fire or damage from any and all other causes. Any property of the United States damaged or destroyed by the Grantee incident to the exercise of the privileges herein granted shall be promptly repaired or replaced by the Grantee to a condition satisfactory to said officer, or at the election of said officer, reimbursement made therefor by the Grantee in an amount necessary to restore or replace the property to a condition satisfactory to said officer.

## 10. INDEMNITY

The United States shall not be responsible for damages to property or injuries to persons which may arise from or be incident to the exercise of the privileges herein granted, or for damages to the property of the Grantee or for damages to the property or injuries to the person of the Grantee's officers, agents, or employees or others who may be on the premises at their invitation or the invitation of any one of them, and the Grantee shall hold the United States harmless from any and all such claims not including damages due to the fault or negligence of the United States or its contractors.

## 11. RESTORATION

On or before the expiration date of this License or its termination by the Grantee, the Grantee shall vacate the premises, remove the property of the Grantee, and restore the premises to a condition satisfactory to said officer. If, however, this License is revoked, the Grantee shall vacate the premises, remove said property and restore the premises to the aforesaid condition within such time as the District Engineer may designate. In either event, if the Grantee shall fail or neglect to remove said property and restore the premises, then, at the option of said officer, the property shall either become the property of the United States without compensation therefore, or said officer may cause the property to be removed and no claim for damages against the United States or its officers or agents shall be created by or made on account of such removal and restoration work. The Grantee shall also pay the United States on demand any sum which may be expended by the United States after the expiration, revocation, or termination of this License in restoring the premises.

## 12. NON-DISCRIMINATION

The Grantee shall not discriminate against any person or persons or exclude them from participation in the Grantee's operations, programs or activities because of race, color, religion, sex, age, handicap, or national origin in the conduct of operations on the premises. The Grantee will comply with the Americans with Disabilities Act and attendant Americans with Disabilities Act Accessibility Guidelines (ADAAG) published by the Architectural and Transportation Barriers Compliance Board.

## 13. TERMINATION

This License may be terminated by the Grantee at any time by giving the District Engineer at least ten (10) days notice in writing.

## 14. ENVIRONMENTAL PROTECTION

a. Within the limits of their respective legal powers, the parties to this License shall protect the premises against pollution of its air, ground and water. The Grantee shall comply with any laws, regulations, conditions, or instructions affecting the activity hereby authorized if and when issued by the Environmental Protection Agency, or any Federal, State, interstate or local

governmental agency having jurisdiction to abate or prevent pollution. The disposal of any toxic or hazardous materials within the premises is specifically prohibited. Such regulations, conditions, or instructions in any Federal, State, interstate or local governmental agency are hereby made a condition of this License. The Grantee shall not discharge waste or effluent from the premises in such a manner that the discharge will contaminate streams or other bodies of water or otherwise become a public nuisance.

b. The Grantee will use all reasonable means available to protect the environment and natural resources, and where damage nonetheless occurs from the Grantee's activities, the Grantee shall be liable to restore the damaged resources.

c. The Grantee must obtain approval in writing from said officer before any pesticides or herbicides are applied to the premises.

15. A Preliminary Environmental Impact Analysis and Environmental Baseline Survey Report, Phase I are attached hereto and made a part hereof as Exhibits "C" and "D". This action has been reviewed and qualifies for a Categorical Exclusion from further environmental analysis.

#### 16. HISTORIC PRESERVATION

The Grantee shall not remove or disturb, or cause or permit to be removed or disturbed, any historical, archaeological, architectural or other cultural artifacts, relics, remains or objects of antiquity. In the event such items are discovered on the premises, the Grantee shall immediately notify said officer and protect the site and the material from further disturbance until said officer gives clearance to proceed.

#### 17. DISCLAIMER

This License is effective insofar as the rights of the United States in the premises are concerned; and the Grantee shall obtain any permit or License which may be required by Federal, State, or local statute in connection with the use of the premises. It is understood that the granting of this License does not preclude the necessity of obtaining a Department of the Army permit for activities which involve the discharge of dredge or fill material or the placement of fixed structures in the waters of the United States, pursuant to the provisions of Section 10 of the Rivers and Harbors Act of 3 March 1899 (33 USC 403), and Section 404 of the Clean Waters Act (33 USC 1344).

18. a. At the commencement of this License, the Grantee shall obtain, from a reputable insurance company, or companies, liability insurance. The insurance shall provide an amount not less than that which is prudent, reasonable and consistent with sound business practices or a minimum combined single limit of \$5,000.00, whichever is greater, for any number of persons or claims arising from any one incident with respect to bodily injuries or death resulting therefrom, property damage, or both, suffered or alleged to have been suffered by any person or persons resulting from the operations of the Grantee under the terms of this License. The Grantee shall require its insurance company to furnish to the District Engineer a copy of the policy or policies,



of if acceptable to the District Engineer, certificate of insurance evidencing the purchase of such insurance. The minimum amount of liability insurance coverage is subject to revision by the District Engineer every three (3) years or upon renewal or modification of this License.

b. The insurance policy or policies shall be of comprehensive form of contract and shall specifically provide protection appropriate for the types of facilities, services and activities involved. The Grantee shall require that the insurance company give the District Engineer thirty (30) days written notice of any cancellation or change in such insurance. The District Engineer may require closure of any or all of the premises during any period for which the Grantee does not have the required insurance coverage.

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19. The area will be used to support the Buzzards Bay Project which operates under a federal grant to establish a facility to test and promote alternative septic system technologies for use in Massachusetts.

20. This action has been reviewed with AFI 32-7061, Environmental Impact Analysis and it has been determined that it qualifies for a Categorical Exclusion from further Environmental Analysis. Otis Air National Guard Base, Massachusetts is located in a non-attainment area. This project will not cause or contribute to any new violation of any standard in any area.

21. A Preliminary Environmental Impact Analysis is attached hereto and made a part hereof as Exhibit "C".

22. Also an Environmental Baseline Survey Report, Phase I is attached hereto and made a part hereof as Exhibit "D".

23. That the Government shall have access for ingress and egress to the 2.5 acres from the surrounding Otis Air National Guard Base leased and licensed property.

24. That the Coastal Zone Management Office agrees to pay all cost associated with the project including construction, maintenance and utilities.

25. That the Coastal Zone Management Office agrees to assume all liability associated with this project to include equipment, personnel and environment.

THIS LICENSE is not subject to Title 10, United States Code, Section 2662, as amended.

IN WITNESS WHEREOF, I have hereunto set my hand by authority of the Secretary of the Air Force, this                      day of

WILLIAM E. EDWARDS  
Director  
Air Force Real Estate Agency  
Deputy Assistant Secretary of the Air Force  
(Installations)

THIS LICENSE is also executed by the Licensee this                      day of

COASTAL ZONE MANAGEMENT OFFICE

BY: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Print or Type Name\

TITLE: \_\_\_\_\_

CERTIFICATE OF AUTHORITY

I, \_\_\_\_\_, certify that I am the  
\_\_\_\_\_ of \_\_\_\_\_  
\_\_\_\_\_ the corporation described  
in and which executed the foregoing instrument with the United  
States of America; that the said corporation is organized under  
the laws of the State of \_\_\_\_\_; that the  
corporate seal affixed to said instrument is the seal of said  
corporation; that \_\_\_\_\_ who executed said  
instrument as \_\_\_\_\_ of said corporation  
was then \_\_\_\_\_ of said corporation and  
has been duly authorized to execute said instrument in behalf  
of said corporation; that I know the signature of said  
\_\_\_\_\_; and that the signature affixed  
to such instrument is genuine.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed  
the corporate seal of said corporation, this \_\_\_\_\_ day of  
\_\_\_\_\_.

Signature: \_\_\_\_\_

\_\_\_\_\_  
Print or Type Name

Title: \_\_\_\_\_

Description of Boundary Lines  
for the  
"Alternative Septic System Test Center"  
located at  
Mass. Military Reservation, MA ANG Base, Cape Cod

Beginning at a point, said point being the more westerly gate post in the most northwesterly gate in the existing fence surrounding the old treatment plant area; thence

- N 52-52-53 W      A distance of One Hundred Ten and 99/100 feet (110.98') to a point; thence
- N 14-14-56 E      A distance of Two Hundred Forty Three and 26/100 feet (243.26') to a point; thence
- S 76-50-30 E      A distance of One Hundred Seventy Three and 74/100 feet (173.74') to a point; thence
- S 76-23-52 E      A distance of One Hundred Seventy Five and 48/100 feet (175.48') to a point; thence
- S 47-09-11 E      A distance of Forty Four and 61/100 feet (44.61') to a point; thence
- S 08-50-40 W      A distance of Thirty Four and 03/100 feet (34.03') to a point; thence
- S 69-09-36 W      A distance of Twenty Seven and 58/100 feet (27.58') to a point; thence
- S 44-48-08 W      A distance of Fifty Three and 47/100 feet (53.47') to a point; thence
- S 12-38-38 W      A distance of Sixty Six and 69/100 feet (66.69') to a point; thence
- S 07-17-57 W      A distance of One Hundred Sixty Nine and 12/100 feet (169.12') to a point, said point being the more northerly gate post in the most northeasterly gate in the existing fence surrounding the old treatment plant area; thence
- N 62-12-54 W      A distance of Two Hundred Sixty Nine and 35/100 feet (269.35') to the point of beginning.

Containing 108,825 square feet, more or less.

Meaning and intending to describe the perimeter of the Alternative Septic Test Center at Otis ANG Base.

EXHIBIT "B"

Description of Boundary Lines  
for the  
"Alternative Septic System Test Center"  
located at  
Mass. Military Reservation, MA ANG Base, Cape Cod

Beginning at a point, said point being the more westerly gate post in the most northwesterly gate in the existing fence surrounding the old treatment plant area; thence

- N 52-52-53 W      A distance of One Hundred Ten and 99/100 feet (110.99') to a point; thence
- N 14-14-56 E      A distance of Two Hundred Forty Three and 26/100 feet (243.28') to a point; thence
- S 76-50-30 E      A distance of One Hundred Seventy Three and 74/100 feet (173.74') to a point; thence
- S 75-23-52 E      A distance of One Hundred Seventy Five and 48/100 feet (175.48') to a point; thence
- S 47-09-11 E      A distance of Forty Four and 61/100 feet (44.61') to a point; thence
- S 08-50-40 W      A distance of Thirty Four and 03/100 feet (34.03') to a point; thence
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Containing 108,825 square feet, more or less.

Meaning and intending to describe the perimeter of the Alternative Septic Test Center at Otis ANG Base.

INSTRUCTIONS: Section I to be completed by Proponent; Sections II and III to be completed by Environmental Planning Function. Continue on separate sheets as necessary. Reference appropriate item number(s).

## SECTION I - PROPONENT INFORMATION

1. TO (Environmental Planning Function)  
102 SG/EMO  
Otis ANG Base, MA 02542-5028

2. FROM (Proponent organization and functional address symbol)  
102 FW/CER  
Otis ANG Base, MA 02542-5028

2a. TELEPHONE NO  
(508) 968-4962

## 3. TITLE OF PROPOSED ACTION

Outgrant of Real Estate Interest From Lease DACA55-5-75-293, Mod 4, For Buzzards Bay Project

## 4. PURPOSE AND NEED FOR ACTION (Identify decision to be made and need date)

Request the DAF to provide free of charge 2.5 acres to the Massachusetts Executive Office of Environmental Affairs, Coastal Zone Management, Buzzards Bay Project for the purpose of constructing and operating a Septic System Test Center for five (5) years.

## 5. DESCRIPTION OF PROPOSED ACTION AND ALTERNATIVES (DOPAA) (Provide sufficient details for evaluation of the total action)

The installation of this Septic System Test Center is adjacent to site of the former waste water treatment plant on Kittredge Road on land leased from the Commonwealth of Massachusetts by the DAF through 30 September 2026.

## 6. PROPONENT APPROVAL (Name and Grade)

WILLIAM L. STIRLING, GS-12  
Deputy Base Civil Engineer

## 6a. SIGNATURE

*William Stirling*

## 6b. DATE

10 Oct 97

## SECTION II - PRELIMINARY ENVIRONMENTAL SURVEY. (Check appropriate box and describe potential environmental effects including cumulative effects.) (+ = positive effect; 0 = no effect; - = adverse effect; U = unknown effect)

7. AIR INSTALLATION COMPATIBLE USE ZONE/LAND USE (Noise, accident potential, encroachment, etc.)

+ 0 - U

8. AIR QUALITY (Emissions, attainment status, state implementation plan, etc.)

X

9. WATER RESOURCES (Quality, quantity, source, etc.)

X

10. SAFETY AND OCCUPATIONAL HEALTH (Asbestos/radiation/chemical exposure, explosives safety quantity-distance, etc.)

X

11. HAZARDOUS MATERIALS/WASTE (Use/storage/generation, solid waste, etc.)

X

12. BIOLOGICAL RESOURCES (Wetlands/floodplains, flora, fauna, etc.)

X

13. CULTURAL RESOURCES (Native American burial sites, archaeological, historical, etc.)

X

14. GEOLOGY AND SOILS (Topography, minerals, geothermal, Installation Restoration Program, seismicity, etc.)

X

15. SOCIOECONOMIC (Employment/population projections, school and local fiscal impacts, etc.)

X

16. OTHER (Potential impacts not addressed above.)

## SECTION III - ENVIRONMENTAL ANALYSIS DETERMINATION

17. ☒ PROPOSED ACTION QUALIFIES FOR CATEGORICAL EXCLUSION (CATEX) # A2.3.14 OR  
☐ PROPOSED ACTION DOES NOT QUALIFY FOR A CATEX; FURTHER ENVIRONMENTAL ANALYSIS IS REQUIRED.

## 18. REMARKS

Action involves transfer of administrative control of AF property, installation of a closed-loop system that is consistent with previous use, and no impact on any environmental protocols. Therefore, catex "A2.3.14-Installing on previously developed land, equipment that does not substantially alter land use. This includes outgrants to private lessees for similar construction.", applies.

## 19. ENVIRONMENTAL PLANNING FUNCTION CERTIFICATION

(Name and Grade)  
CHRISTOPHER M. FAUX, GS-12

## 19a. SIGNATURE

*Christopher M. Faux*

## 19b. DATE

- A. There are no facilities located on the proposed site for consideration under the McKinney Homeless Assistance Act.
- B. With the demolition of the former Waste Treatment Plant and associated support facilities all asbestos and lead painted materials were removed and disposed of by qualified technicians as of this date.
- C. This is to certify that the proposed site described on this form has no historical significance and does not fall within the purview of Executive Order 11593.
- D. The air quality control region that Otis ANG Base is located in is in attainment of the ambient air quality control standards. The project will not cause or contribute to any new violation of any standard in any area, will not increase the frequency or severity of any existing violation of any standard in any area, nor will it delay timely attainment of any standard or any required interim emission reduction or other milestone in any area.

**DEPARTMENT OF THE AIR FORCE**  
**MASSACHUSETTS AIR NATIONAL GUARD**

**102D FIGHTER WING**  
Otis Air National Guard Base  
Massachusetts 02542-5028

**ENVIRONMENTAL BASELINE SURVEY REPORT**  
**PHASE I**

**PROPOSED OUTGRANT OF LAND**  
**FOR USE AS AN**  
**ALTERNATE ON-SITE WASTEWATER TEST FACILITY**  
**FOR THE BUZZARDS BAY PROJECT**

**AUGUST 1997**

**102D ENVIRONMENTAL MANAGEMENT OFFICE**  
**OTIS AIR NATIONAL GUARD BASE, MASSACHUSETTS**



**ENVIRONMENTAL BASELINE SURVEY REPORT  
PHASE I**

**PROPOSED OUTGRANT OF LAND  
FOR USE AS AN  
ALTERNATE ON - SITE WASTEWATER TEST FACILITY  
FOR  
THE BUZZARDS BAY PROJECT**

	PAGE
TABLE OF CONTENTS	1-2
EXECUTIVE SUMMARY	3
1.0 PURPOSE OF THE PROPERTY AND SURVEY AREA	3
1.1 Boundaries of the Property and Survey Area	3
2.0 SURVEY METHODOLOGY	4
2.1 Approach and Rationale	4
2.1.1 Description of Documents Reviewed	4
2.1.2 Property Inspections	4
2.1.3 Personal Interviews	5
2.1.4 Sampling	5
3.0 FINDINGS FOR SUBJECT PROPERTY	
3.1 History and Current Use	5
3.2 Environmental Setting	5
3.3 Hazardous Substances	5
3.3.1 Hazardous Materials and Petroleum Products	6
3.3.2 Hazardous and Petroleum Wastes	6
3.4 Installation Restoration Program Contamination	6
3.5 Storage Tanks	6
3.5.1 Above Ground Storage Tanks	6
3.5.2 Underground Storage Tanks	6
3.5.3 Pipelines, Hydrant Fueling, and Transfer Systems	6
3.6 Oil Water Separators	6
3.7 Pesticides	6
3.8 Ordnance	7
3.9 Radioactive Wastes	7
3.10 Solid Waste	7
3.11 Groundwater	7

## ENVIRONMENTAL BASELINE SURVEY REPORT

TABLE OF CONTENTS (CON'T)	PAGE
3.12 Wastewater Treatment, Collection, and Discharge	7
3.13 Drinking Water Quality	7
3.14 Asbestos	7
3.15 Polychlorinated Biphenyls	7
3.16 Radon	7
3.17 Lead Based Paint	7
 4.0 FINDINGS FOR ADJACENT PROPERTIES	 7
4.1 Land Uses	8
4.2 Surveyed Properties	8
 5.0 APPLICABLE REGULATORY COMPLIANCE ISSUES	 8
5.1 List of Compliance Issues	8
5.2 Description of Corrective Actions	8
5.3 Estimates of Various Alternatives	8
6.0 CONCLUSIONS	8
6.1 Facility Matrix	8
6.2 Property Categories	8
6.3 Resources Map	8
 7.0 RECOMMENDATIONS	 9
 8.0 CERTIFICATION	 9
 APPENDICES:	
APPENDIX A: Terms	10
APPENDIX B: Maps	11
APPENDIX C: Aerial and Site Photos	16
APPENDIX D: References	20
APPENDIX E: Interviews	21
APPENDIX F: Certifications	22

**DEPARTMENT OF THE AIR FORCE  
MASSACHUSETTS AIR NATIONAL GUARD  
102ND FIGHTER WING  
Otis Air National Guard Base  
Massachusetts 02542-5028**

**ENVIRONMENTAL BASELINE SURVEY REPORT  
PHASE 1**

**PROPOSED OUTGRANT OF LAND FOR AN  
ALTERNATE ON SITE WASTEWATER TEST FACILITY  
BUZZARDS BAY PROJECT--COASTAL ZONE MANAGEMENT**

**EXECUTIVE SUMMARY**

**Section 1.0 Purpose of the Environmental Baseline Survey:** The primary purpose for conducting an Environmental Baseline Survey (EBS) is to document the nature, magnitude and extent of any environmental contamination of property considered for acquisition or transfer, lease, sale or any other disposition by the Air Force or Air National Guard. This EBS is a site-specific one for the purpose of OUTGRANTING from the current lease a parcel of land on the Massachusetts Military Reservation to allow for the establishment of an Alternate on-site Wastewater Test Facility identified as the Buzzards Bay Project, sponsored by the Commonwealth's Executive Office of Environmental Affairs, Coastal Zone Management. This parcel would be utilized for the construction and operation of a wastewater septic test center for a period of five (5) years with an alternate for an additional five (5) years if required. This parcel is not required for the operation of the Air National Guard at Otis Air National Guard Base at this time. This parcel is located on land owned by the Commonwealth of Massachusetts, Leased to the Department of the Air Force and Licensed back to the Commonwealth of Massachusetts for use of the Massachusetts Air National Guard. The area to be OUTGRANTED is located within Parcel "H" as identified in Lease Contract No. DACA51-5-75-293, Modification No. 3 and No. 4. Parcel "H", is indicated on the map, Entitled "Property Distribution Of Air Force Leased Area, Otis Air Force Base, Massachusetts--Plan "B".

**1.1 Boundaries of the Property and Survey Area (Map included):** The area to be OUTGRANTED consists of a parcel of land located north of the former base wastewater treatment plant which was completely removed in 1996 and is abutting the new wastewater treatment facility. This parcel is situated within the Massachusetts Military Reservation and the Town of Sandwich, County of Barnstable, Commonwealth of Massachusetts, described as follows:

Beginning at a point, said point being the more westerly gate post in the most northwesterly gate in the existing fence surrounding the old treatment plant area; Thence proceeding N 52-52-53 W a distance of One Hundred Ten and 99/100 feet (110.99') to a point; Thence proceeding N 14-14- 56 E a distance of Two Hundred Forty Three and 26/100 feet (243.26') to a point; Thence proceeding S 76-50-30 E a distance of One Hundred Seventy Three and 74/100 feet (173.74) to a point; Thence proceeding a distance of One Hundred Seventy five and 48/100 feet (175.48') to a point; Thence proceeding S47-09-11 E a distance for Forty Four and 61/100 feet (44.61') to a point; proceeding S 08-50-40 W a distance of Thirty Four and 03/100 feet (34.03') to a point; proceeding S69-09-36 W a distance of Twenty Seven and 58/100 feet (27.58') to a point; Thence proceeding S 44-48-08 W a distance of Fifty Three and 47/100 feet (53.47') to a point; Thence proceeding S 12-38-38 W a distance of Sixty Six and 69/100 feet (66.69') to a point; Thence proceeding S 07-17-57 W a distance of One Hundred Sixty Nine and 12/100 feet (169.12') to a point, said point being the more northerly gate post in the most northeasterly gate in the existing fence surrounding the old treatment plant area; Thence N 62-12-54 W a distance of Two Hundred Sixty Nine and 35/100 feet (269.35') to the point of beginning.

Containing 108,825 square feet, or 2.5 acres, more or less. Meaning and intending to describe the perimeter of the Alternative Septic Test Center at Otis ANG Base.

**Section 2.0 Survey Methodology:** In conducting this EBS, documents dealing with the lease were reviewed, as were various Installation Restoration Program (IRP) reports. Additionally, an inspection was made of the property and personal interviews with appropriate civil engineering personnel were conducted.

**2.1 Approach and Rationale:** This survey method was considered to be the best approach, as the subject parcel will be located within the Air Force leased area, (Parcel "H".)

**2.1.1 Description of Documents Reviewed:** The following documents, which pertain to this area, have been reviewed: 1. Lease between the Commonwealth of Massachusetts and the United States of America, Numbered DACA51-5-75-293, dated 1 July 1974 which included the entire Military Reservation; 2. Supplemental Agreement to the above document, identified as Modification No. 3, dated 1 JUL 1976, which identified certain parcels, returning them to the Commonwealth of Massachusetts, but retained parcels "H" and "I"; 3. License No. DACA51-3-84-50, Department of the Air Force to the Commonwealth of Massachusetts, dated 1 Oct 1980, which granted the State the right to the retained parcels for use by the National Guard, and 4. Drawing prepared by Phelps Engineering, Inc, Middlebury, Vt., Titled "Coastal Zone Management, Wastewater Treatment Technology Test Facility, Buzzards Bay Project, Cape Cod, MA , Drawing Number 97019-1 consisting of 11 sheets dated June 13, 1997.

**2.1.2 Property Inspections:** An inspection of the property was conducted by the Environmental Management Office on 14 July 1997.

**2.1.3 Personal Interviews:** Interviews were conducted with applicable Civil Engineering personnel and personnel from the Base Installation Restoration Program Office (IRP).

**2.1.4 Sampling:** Sampling of this parcel was not performed as part of this Environmental Baseline Survey. The subject parcel is located on Otis Air National Guard Base. All the land on Otis ANGB has been the subject of previous Installation Restoration Program studies and analyses. Initial IRP studies were issued by Metcalf and Eddy, Inc in 1983 and by Roy F. Weston, Inc in 1985 as the IRP was initially implemented on just the Otis ANGB portion of the Massachusetts Military Reservation (MMR). When the National Guard Bureau took over the IRP in 1986 and expanded it MMR-wide, all of Otis ANGB was again studied and a Phase I report was issued by HAZWRAP in 1986. This parcel now being outgranted was never identified as an IRP site, needing further review or analysis. Additionally, nothing has been brought to our attention during the ten years the National Guard Bureau ran the IRP at the MMR or since the Air Force took the IRP over in 1996 which identified this parcel as needing further review or analysis.

### **Section 3.0 Findings For Subject Property:**

**3.1 History and Current Use (Including Chain of Title):** The area where the subject parcel is located is immediately north of a security fence which enclosed a domestic sewage wastewater treatment plant which was originally constructed during 1936 and modified in 1940 at the start of World War II. In 1995, the sewage plant was completely removed due to construction of a new facility, and all areas filled in and graded. The security fence remains, and north of the fence, where this test facility is proposed has remained vacant except for a small paved parking area and driveway to the wastewater plant. No other construction was ever on this site. The entire area of the reservation was under a lease to the U.S. Army, from the Commonwealth of Massachusetts. In Nov. 1953, the Army transferred the lease to the Department of the Air Force, including all facilities and utilities. In August 1956 the Air Force negotiated a lease with the Commonwealth of Massachusetts for complete control of the Reservation, and major construction commenced. In 1974 the Air Force withdrew its active force, excessed certain areas, and licensed active areas to the Commonwealth of Massachusetts for use of the Massachusetts Air National Guard. These active areas included parcel "H" which is the location of the subject area of this survey.

**3.2 Environmental Setting:** This parcel is located on vacant land which is completely described as a grassland field. All facilities within the general area were very active since 1940, but this area remained vacant, except for a small parking lot and driveway for sewage plant workman's vehicles.

**3.3 Hazardous Substances:** The parcel being outgranted is located on Otis Air National Guard Base. All the land on Otis ANGB has been subject of previous Installation Restoration Program studies and analysis for hazardous substances. Initial IRP studies

were issued by Metcalf and Eddy, Inc in 1983 and by Roy F. Weston, Inc in 1985 as the IRP was initially implemented on just the Otis ANGB portion of the Massachusetts Military Reservation (MMR). When the National Guard Bureau took over the IRP in 1986 and expanded it MMR-wide, all of Otis ANGB was again studied and a Phase I report was issued by HAZWRAP in 1986. This parcel now being outgranted was never identified as an IRP site, or needing further review or analysis for hazardous substances. Additionally, nothing has been brought to our attention during the ten years the National Guard Bureau ran the IRP at the MMR or since the Air Force took over the IRP in 1996 which identified this parcel as needing further review or analysis for hazardous substances.

**3.3.1 Hazardous Materials and Petroleum Products:** The only hazardous materials and petroleum products stored were at the area of the wastewater treatment plant which was located south of the existing fence.

**3.3.2 Hazardous and Petroleum Waste:** There is no knowledge or records of any hazardous or petroleum waste being on this property.

**3.4 Installation Restoration Program Contamination:** There currently is no report of any contamination that would be the subject of the Installation Restoration Program immediately within the subject parcel. All land on Otis ANGB has been the subject of two IRP Phase I reports which included record searches, site visits, interviews, reports and recommendations. These reports were concluded in 1983 and 1986 and the parcel, which is the subject of this EBS was not identified as a potential contaminated area.

**3.5 Storage Tanks:** There were no storage tanks located within the subject parcel.

**3.5.1 Aboveground Storage Tanks:** There are no aboveground storage tanks located now or in the past within the subject parcel.

**3.5.2 Underground Storage Tanks:** There are no underground storage tanks located now or in the past within the subject parcel.

**3.5.3 Pipelines, Hydrant Fueling, and Transfer Systems:** There are no fuel pipelines, hydrant fueling systems or transfer systems now or in the past on the subject parcel.

**3.6 Oil/Water Separators:** There are no oil/water separators located on the subject parcel of land now or in the past.

**3.7 Pesticides:** There are no records of any application of pesticides within the subject parcel.

**3.8 Ordnance:** There are no records of any ordnance being stored or disposed of on the subject parcel.

**3.9 Radioactive Wastes:** There are no records of any radioactive waste being disposed of in this area.

**3.10 Solid Waste:** There are no records or any signs of solid waste disposal on the subject parcel.

**3.11 Ground Water:** The groundwater under this Massachusetts Military Reservation is part of a sole source aquifer. Plumes of contaminated groundwater flow under the site of the parcel and have been labeled by the IRP office as FTA-1 and CS-10. These plumes are presently being investigated and remedial operations have commenced. These plumes do not effect the ground surface and the base water supply system runs adjacent to the parcel eliminating any requirement for well water for future use of the parcel.

**3.12 Wastewater Treatment, Collection and Disposal:** There are no facilities within the parcel nor have there ever been any facilities for wastewater treatment, collection or disposal.

**3.13 Drinking water quality:** The water supplied to this area is of exceptional quality and is tested monthly. The water mains still exist in the area but replacement might be required, depending on the use of the area.

**3.14 Asbestos:** No asbestos was ever utilized on the parcels and no disposal of any asbestos is known to have been accomplished on this parcel.

**3.15 Polychlorinated Biphenyl's:** There is no record of any PCB accidents or disposal on this parcel.

**3.16 Radon:** No Radon survey has been conducted within this area.

**3.17 Lead-Based Paint:** There are no records of any lead based paint being used, stored or disposed of in this area.

**Section 4.00 Findings for Adjacent Properties:** All the property north of the subject parcel consists of heavy brush and scrub pines and is virgin property except for where the Fire Training area was located (FTA-1) that was responsible for the ground water contamination described above. In addition, there are a few small trails and dirt roads which transverse the area. South of the subject parcel was a former wastewater treatment plant for domestic sewerage. This site was completely demolished in 1996 and the area

has been regraded, topsoiled and seeded. The security fence remains. East of the site is the new wastewater treatment plant and to the west there are the remains of the original sand filter beds.

**4.1 Land Uses:** This parcel and the adjacent property have been owned by the Commonwealth of Massachusetts since 1935. In 1940, the land was leased to the U. S. Army until 1950, when it was transferred to the Department of the Air Force. In 1969 the Air Force vacated the property and assigned the Air National Guard as the caretaker of the property. During this entire period, subject parcel remained vacant.

**4.2 Surveyed Properties:** Subject parcels and the immediate adjacent properties have been surveyed and records reviewed. No contamination is known to exist.

**Section 5.0: Applicable Regulatory Compliance Issues:** There are no regulatory compliance issues on the subject property that may pose a risk or liability to the Department of the Air Force or the Air National Guard or a risk to human health or the environment. An Environmental Notification Form (ENF) was submitted by the proponent, to the Massachusetts Secretary of Environmental Affairs, (MEPA Unit No. EOEA 11200) on June 16, 1997 with all required copies to other Federal, State, County and Town Agencies. A MEPA certificate (Massachusetts Environmental Policy Act) was received by the proponent on July 24, 1997 stating that the project will have minimal impact, will have substantial environmental benefits and does not require the preparation of an Environmental Impact Report. (Refer to Appendix "D" for copies)

**5.1 List of Compliance Issues:** None

**5.2 Description of Corrective Actions:** None

**5.3 Estimates of Various Alternatives:** None

## **Section 6.0 Conclusions:**

**6.1 Facility Matrix:** This parcel is vacant of all facilities. No hazardous materials or wastes are known to have been used or stored on the parcel. Also no storage tanks, asbestos or radon were utilized or detected.

**6.2 Property Categories:** This parcel is considered to be Category 1 (No Storage Occurred).

**6.3 Resources Map:** Refer to attached site plan for property location.

**6.4 Data Gaps:** It is believed that all information in relation to this property has been obtained. No further effort should be required to obtain other records or information.



**Section 7.0 Recommendations:** Based on all findings we are recommending the property to be a Category I and that outgranting of this parcel be approved. The environmental suitability of this parcel is considered excellent for any environmental friendly purpose. There are no other environmental concerns that would require further characterization or remedial action.

**Section 8.0 Certifications:**

**CERTIFICATION OF THIS ENVIRONMENTAL BASELINE SURVEY**

The preparer has conducted this Environmental Baseline Survey on behalf of the U.S. Air Force and the Massachusetts Air National Guard. The preparer has reviewed all facilities following an analysis of information during the record search. The information contained in the survey report is based on records made available and, to the best of the preparer's knowledge, is correct and current as of 20 August 1997.

CERTIFIED  DATE 9 SEPT 97  
CHRISTOPHER M. FAUX  
ENVIRONMENTAL MANAGEMENT OFFICER  
102nd Fighter Wing, Otis Air National Guard Base MA

**DESCRIPTION OF AREA SUBJECT TO THIS EBS:** This parcel is identified on the attached site plan included in appendix B. The location of this parcel is within Parcel H as described in real estate document Lease Contract DACA51-75-293, Modification No. 3 and 4 as shown on map entitled "PROPERTY DISTRIBUTION OF AIR FORCE LEASED AREA, OTIS AIR FORCE BASE, MASSACHUSETTS-PLAN B" dated 7 January 1977.

**Appendix A:** Terms

**Appendix B:** Maps, see attached

**Appendix C:** Aerial and Site Photos

**Appendix D:** References, Phase I, IRP studies, in 1982 by Metcalf and Eddy, and in 1986 study by HAZWRAP.

**Appendix E:** Interviews or Site Visits

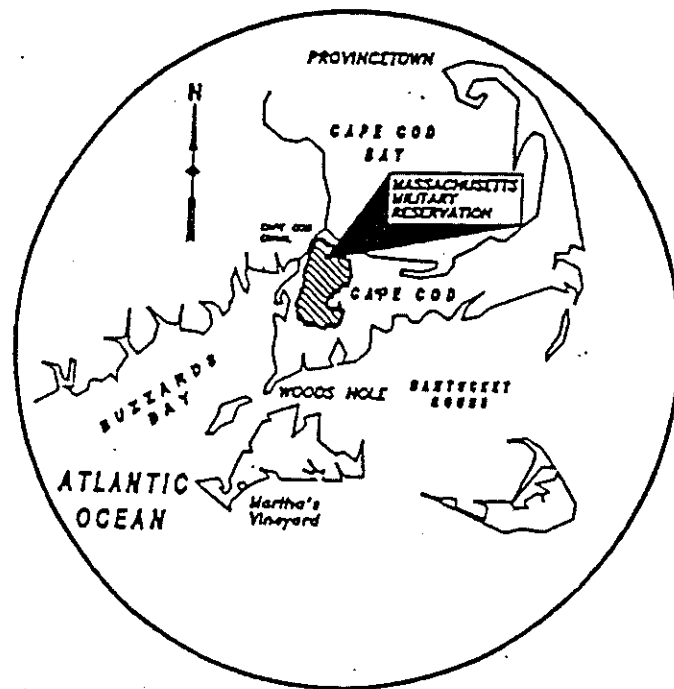
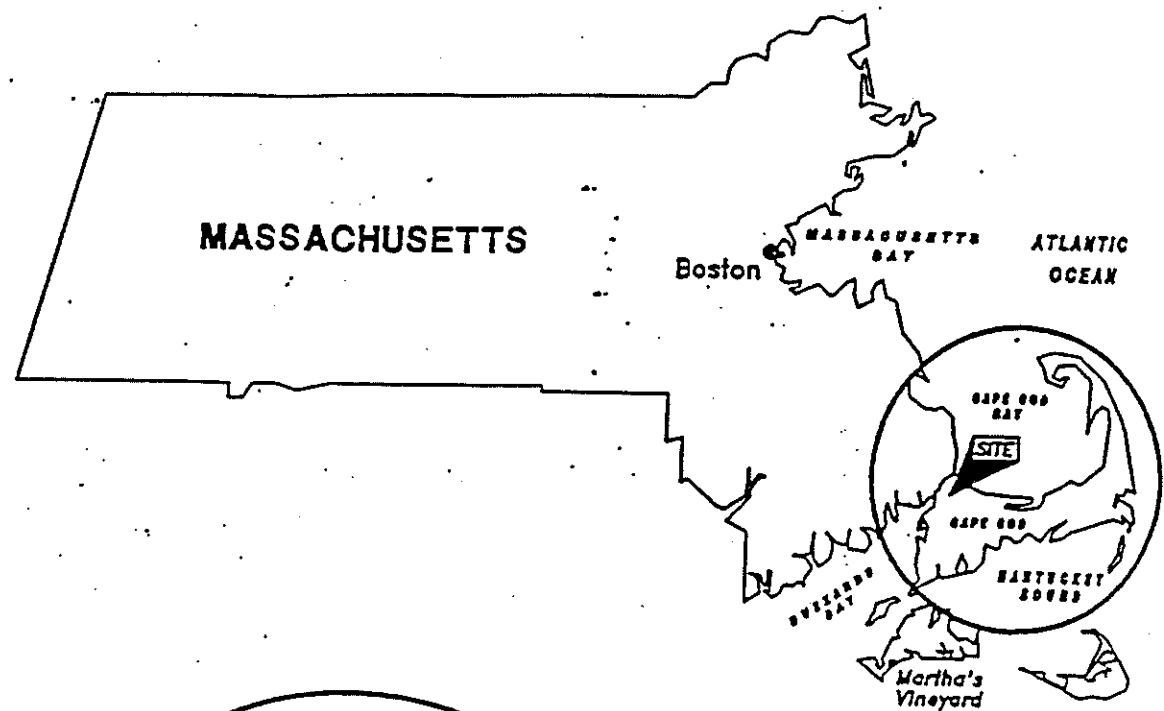
**Appendix F:** Certifications

## APPENDIX A: TERMS

### ENVIRONMENTAL BASELINE SURVEY REPORT

AFI	Air Force Instruction
ANGB	Air National Guard Base
Category 1	Property Identifier for properties with no record of hazardous material/waste storage or release
Category 2	Property Identifier for properties where only storage has occurred, and no record of release of hazardous material/waste
Category 3	Property Identifier for properties where contamination exists, but below established action levels
CS-10	Chemical Spill Site No.10 at former BOMARC/UTES
DACA	Prefix Used on Contracts Performed by Department of the Army, New York District, Contracting Division
EBS	Environmental Baseline Survey
EOEA	Massachusetts Executive Office of Environmental Affairs
EPA	Environmental Protection Agency
FTA-1	Abandoned former fire training area, No. 1
IRP	Installation Restoration Program
MMR	Massachusetts Military Reservation
NAAQS	National Ambient Air Quality Standards
NPL	National Priorities List
PCB	Polychlorinated Biphenyl

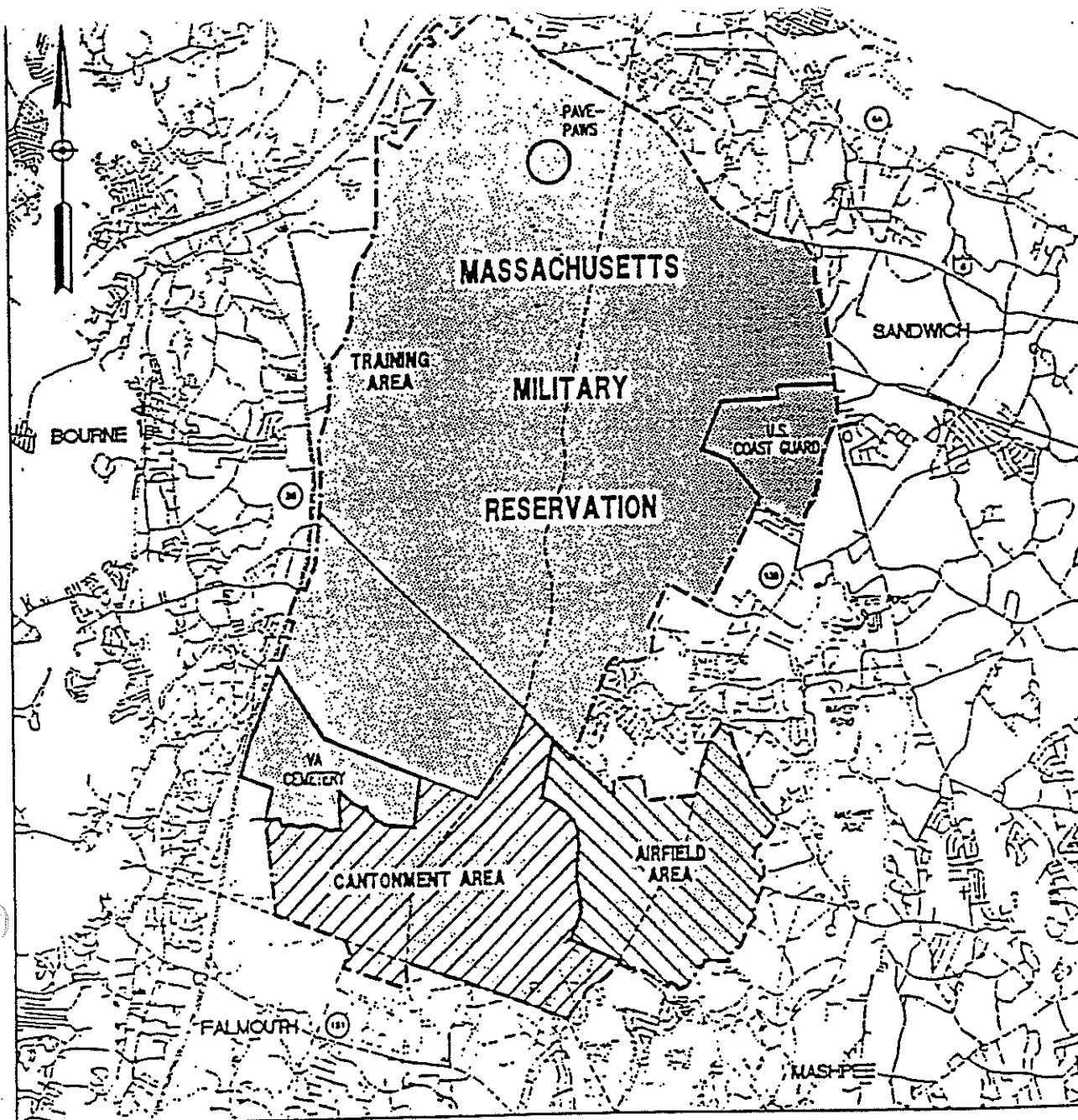
**APPENDIX B - MAPS**







NOT TO SCALE

Source: Micrografix Inc.

VICINITY MAP



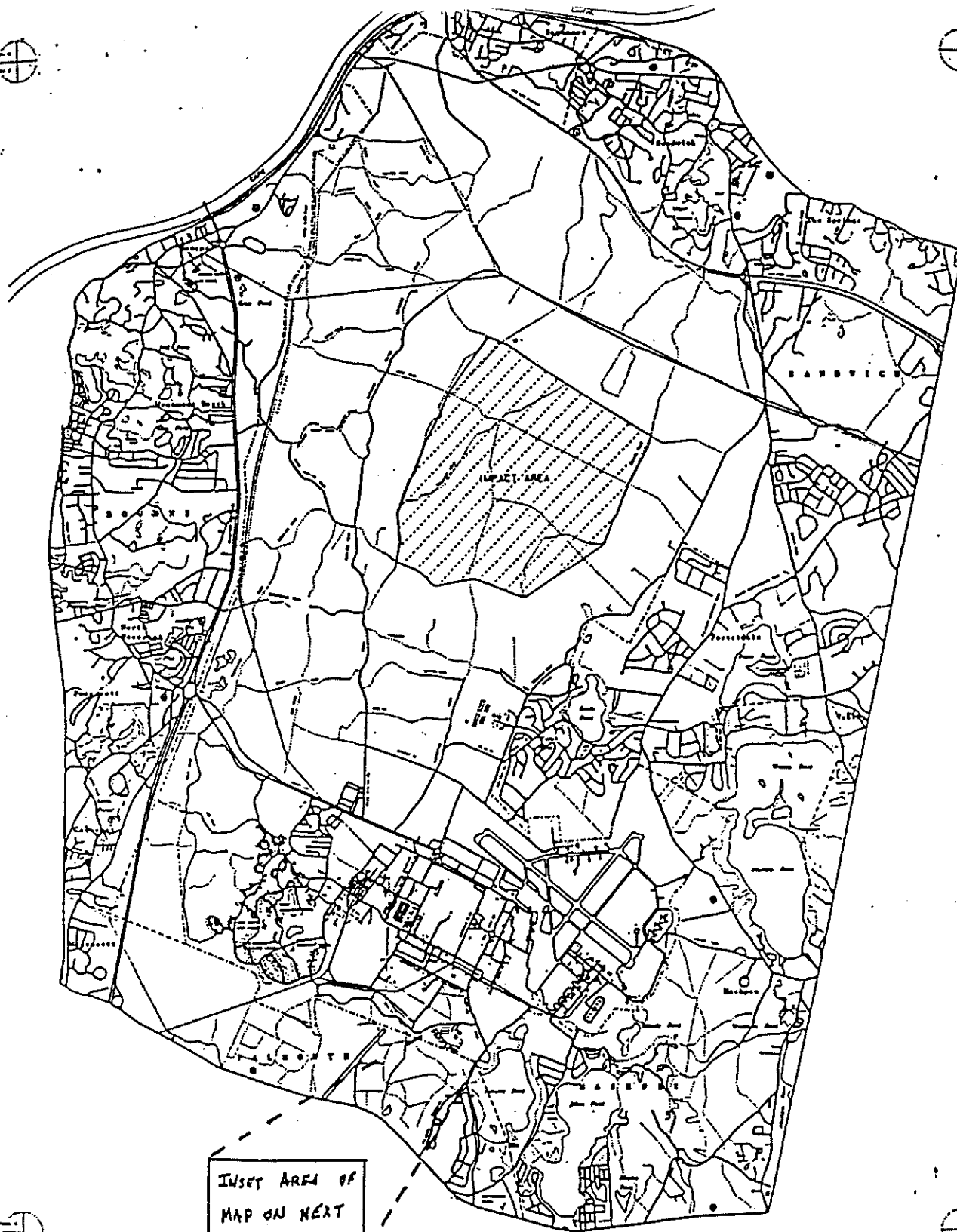
# LEGEND

-----	TOWN BOUNDARY		TRAINING AREA
-----	INSTALLATION BOUNDARY		CANTONMENT AREA
 6A	US/STATE HIGHWAY		AIRFIELD AREA

0 4000 8000 FEET  
1" = 8000'

Source: Massachusetts Military Reservation

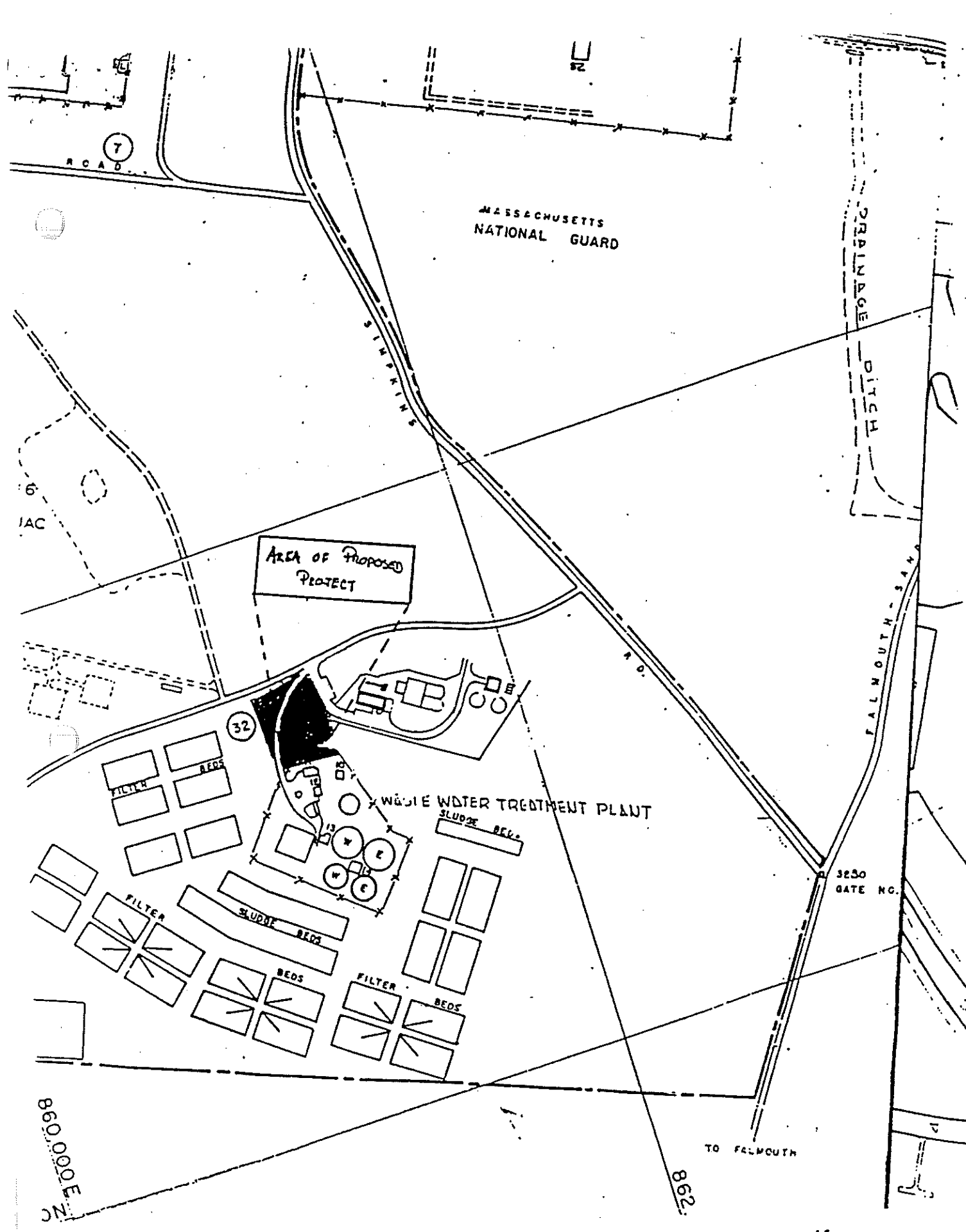
SITE LOCATION MAP



INSET AREA OF  
MAP ON NEXT  
PAGE

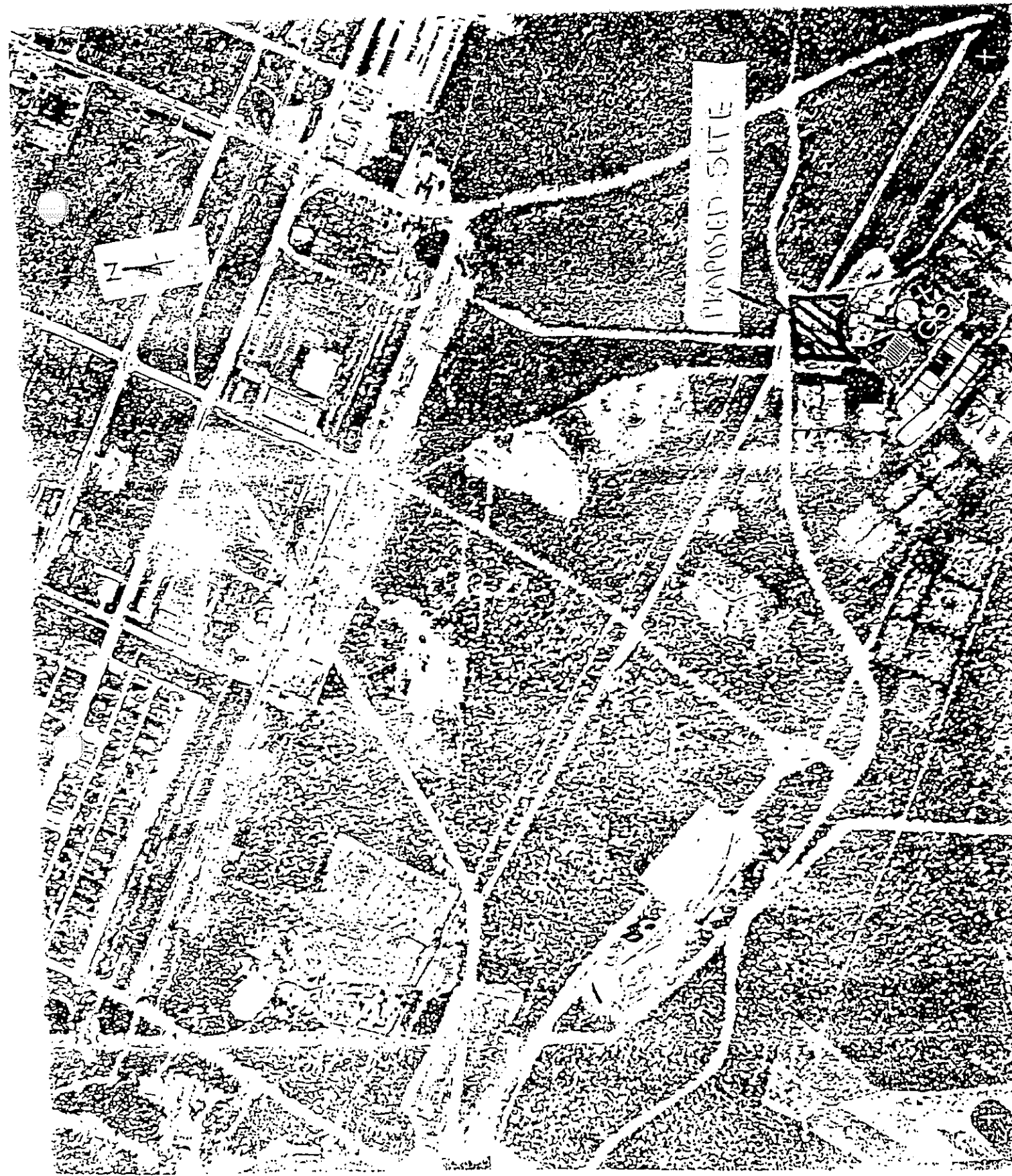
LEGEND

Scale



**APPENDIX C - AERIAL & SITE PHOTOS**



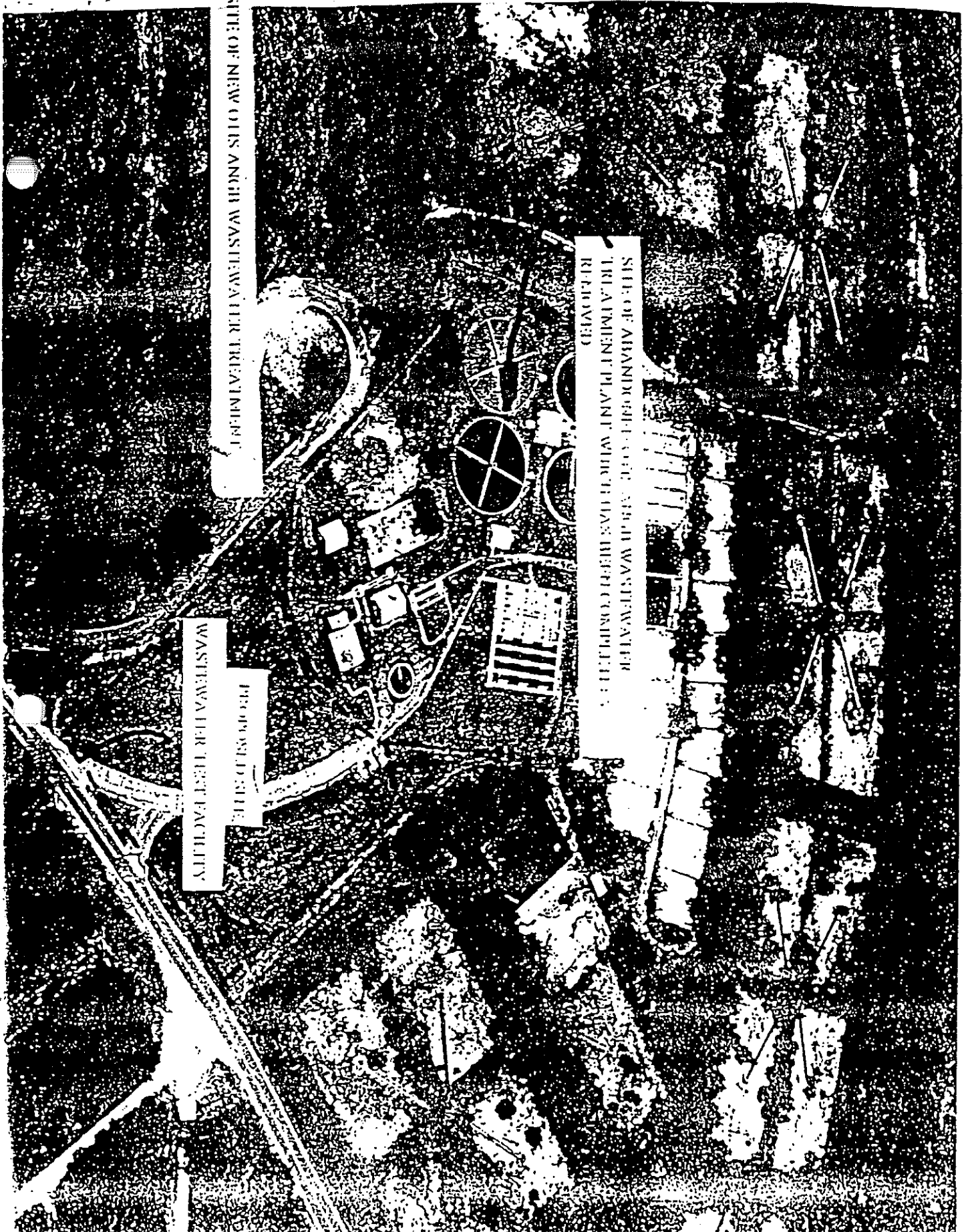


SITE OF NEW OHS ANCH WASTEWATER TREATMENT

SITE OF ABANDONED OHS ANCH WASTEWATER  
TREATMENT PLANT WHICH HAS BEEN COMPLETED &  
REMOVED

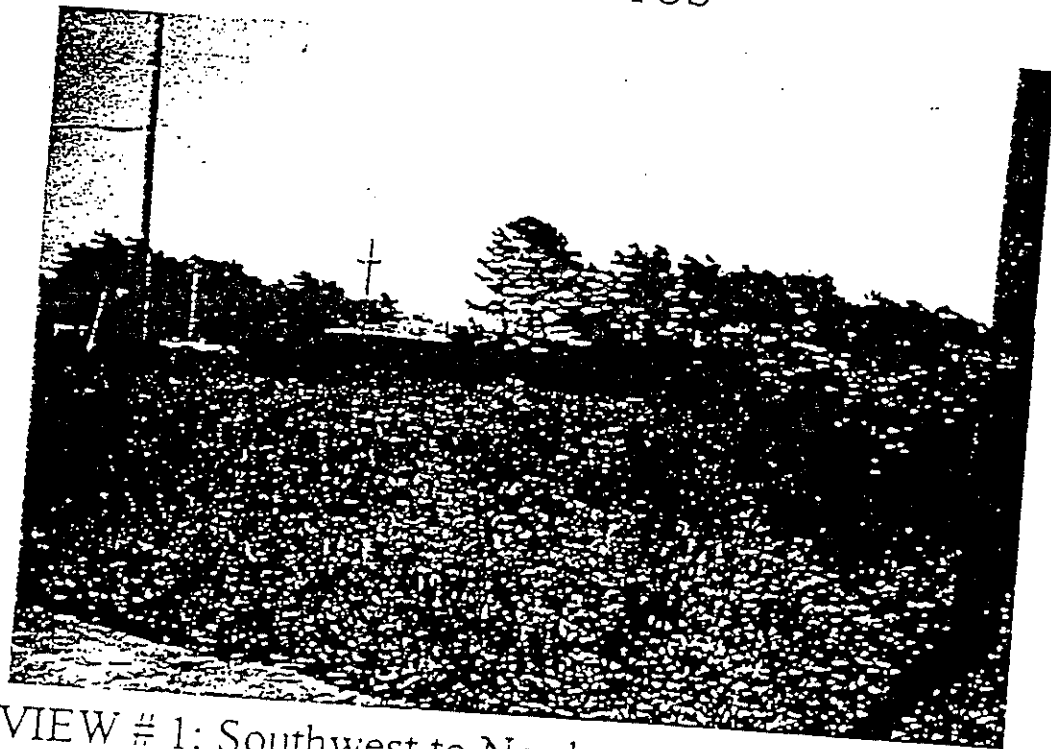
WASTEWATER TREAT FACILITY

PROPOSED SITE

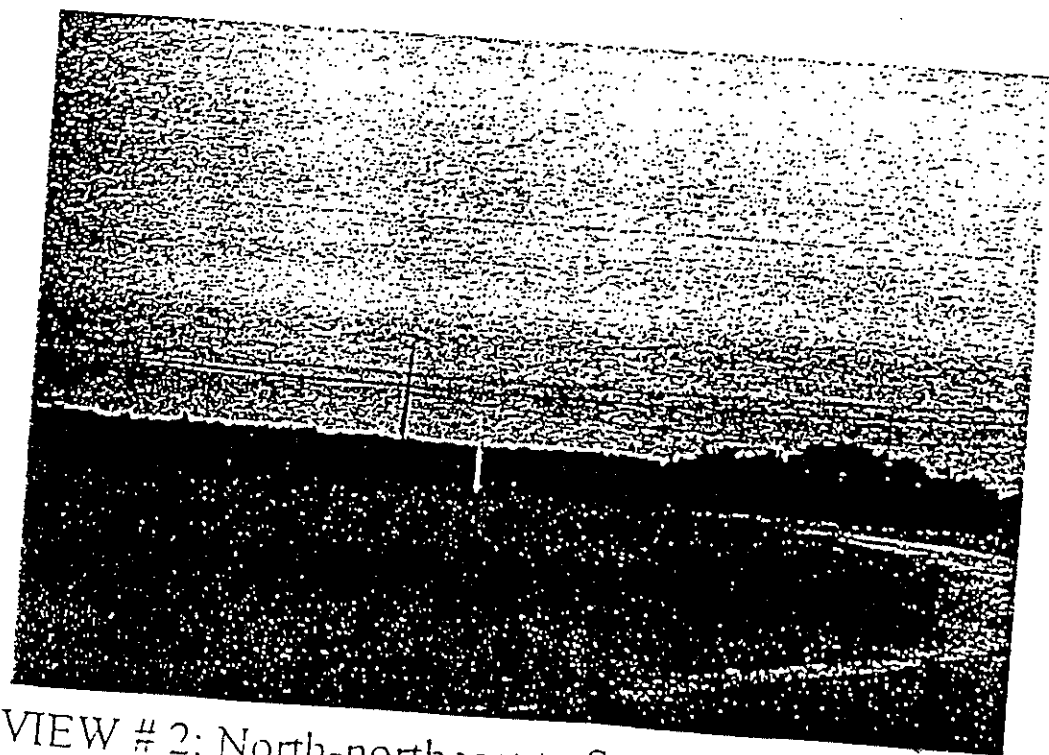


Environmental Baseline Survey-  
Buzzards Bay Project

SITE PHOTOS



VIEW # 1: Southwest to Northeast



VIEW # 2: North-northeast to S

## APPENDIX D - REFERENCES

1. Installation Restoration Program, Phase I Records Search, Otis Air National Guard Base; January 1983; Metcalf & Eddy, Inc.; Boston, Massachusetts
2. Installation Restoration Program, Phase II - Confirmation / Quantification, Stage I, Otis Air National Guard Base; October 1985; Roy F. Weston, Inc.; West Chester, Pennsylvania
3. U.S. Air Force Installation Restoration Program, Phase I: Records Search; Air National Guard, Camp Edwards (ARNG), U.S. Air Force and Veteran's Administration Facilities at Massachusetts Military Reservation, Massachusetts; Final Report, Task 6; December 1986; HAZWRAP, Oak Ridge National Laboratory; Oak Ridge, Tennessee
4. Environmental Notification Form (ENF) submitted to Massachusetts Secretary of Environmental Affairs
5. Massachusetts Environmental Policy Act (MEPA) certificate received stating no requirement for Environmental Impact Report

DEPARTMENT OF THE AIR FORCE LICENSE  
OTIS AIR NATIONAL GUARD BASE (ANGB)

BARNSTABLE, MASSACHUSETTS

No. DACA51-3-98-078

THE SECRETARY OF THE AIR FORCE, hereinafter referred to as the Secretary, under authority of the General Administrative Power of the Secretary hereby grants to the COMMONWEALTH OF MASSACHUSETTS, EXECUTIVE OFFICE OF ENVIRONMENTAL AFFAIRS (EOEA), REPRESENTED BY THE COASTAL ZONE MANAGEMENT OFFICE AS HEAD OF THE BUZZARDS BAY PROJECT, hereinafter referred to as the Grantee a License for use of approximately 2.5 acres of land at Otis Air National Guard Base (ANGB), Massachusetts over, across, in and upon lands of the United States, as identified in Exhibits "A" and "B", attached hereto and made a part hereof, hereinafter referred to as the premises.

THIS LICENSE is granted subject to the following conditions.

1. TERM

This License is granted for a term of five (5) years, beginning 2 June 1998 and ending 1 June 2003, but revocable at will by the Secretary.

2. NOTICES

All notices to be given pursuant to this License shall be addressed, if to the Grantee, to Executive Office of Environmental Affairs, 100 Cambridge Street, 20th Floor, Boston, Massachusetts 02202; and if to the United States, to the District Engineer, Attention: Chief, Real Estate Division (CENAN-RE-M), Department of the Army, New York District, Corps of Engineers, 26 Federal Plaza, New York, New York 10278-0090 or as may from time to time otherwise be directed by the parties. Notice shall be deemed to have been duly given if and when enclosed in a properly sealed envelope addressed as aforesaid, and deposited, postage prepaid, in a post office regularly maintained by the United States Postal Service.

3. AUTHORIZED REPRESENTATIVES

Except as otherwise specifically provided, any reference herein to "Secretary", "District Engineer", "Installation Commander", or "said officer" shall include their duly authorized representatives. Any reference to "Grantee" shall include any duly authorized representatives.

4. SUPERVISION BY THE INSTALLATION COMMANDER

The use and occupation of the premises shall be subject to the general supervision and approval of the Installation Commander, Otis Air National Guard Base (ANGB), Massachusetts

hereinafter referred to as said officer, and to such rules and regulations as may be prescribed from time to time by said officer.

## 5. APPLICABLE LAWS AND REGULATIONS

The Grantee shall comply with all applicable Federal, State, County and municipal laws, ordinances and regulations wherein the premises are located.

## 6. CONDITIONAL USE BY GRANTEE

The exercise of the privileges herein granted shall be:

- a. without cost or expense to the United States.
- b. subject to the right of the United States to improve, use or maintain the premises.
- c. subject to other outgrants of the United States on the premises.
- d. personal to the Grantee, and this License, or any interest therein, may not be transferred or assigned.

## 7. CONDITION OF PREMISES

The Grantee acknowledges that it has inspected the premises, knows its condition, and understands that the same is granted without any representations or warranties whatsoever and without any obligation on the part of the United States.

## 8. COST OF UTILITIES

The Grantee shall pay the cost, as determined by said officer, having immediate supervision over the premises, of producing and/or supplying any utilities and other services furnished by the Government or through Government-owned facilities for the use of the Grantee, including the Grantee's proportionate share of the cost of operation and maintenance of the Government-owned facilities by which such utilities or services are produced or supplied. The Government shall be under no obligation to furnish utilities or services. Payment shall be made in the manner prescribed by the officer having such jurisdiction.

## 9. PROTECTION OF PROPERTY

The Grantee shall keep the premises in good order and in a clean, safe condition by and at the expense of the Grantee. The Grantee shall be responsible for any damage that may be caused to the property of the United States by the activities of the Grantee under this License, and shall exercise due diligence in the protection of all property located on the premises against fire or damage from any and all other causes. Any property of the United States damaged or destroyed by the Grantee incident to the exercise of the privileges herein granted shall be promptly

repaired or replaced by the Grantee to a condition satisfactory to said officer, or at the election of said officer, reimbursement made therefor by the Grantee in an amount necessary to restore or replace the property to a condition satisfactory to said officer.

#### 10. RESTORATION

On or before the expiration date of this License or its termination by the Grantee, the Grantee shall vacate the premises, remove the property of the Grantee, and restore the premises to a condition satisfactory to said officer. If, however, this License is revoked, the Grantee shall vacate the premises, remove said property and restore the premises to the aforesaid condition within such time as the District Engineer may designate. In either event, if the Grantee shall fail or neglect to remove said property and restore the premises, then, at the option of said officer, the property shall either become the property of the United States without compensation therefore, or said officer may cause the property to be removed and no claim for damages against the United States or its officers or agents shall be created by or made on account of such removal and restoration work. The Grantee shall also pay the United States on demand any sum which may be expended by the United States after the expiration, revocation, or termination of this License in restoring the premises.

#### 11. NON-DISCRIMINATION

The Grantee shall not discriminate against any person or persons or exclude them from participation in the Grantee's operations, programs or activities because of race, color, religion, sex, age, handicap, or national origin in the conduct of operations on the premises. The Grantee will comply with the Americans with Disabilities Act and attendant Americans with Disabilities Act Accessibility Guidelines (ADAAG) published by the Architectural and Transportation Barriers Compliance Board.

#### 12. TERMINATION

This License may be terminated by the Grantee at any time by giving the District Engineer at least ten (10) days notice in writing.

#### 13. ENVIRONMENTAL PROTECTION

a. Within the limits of their respective legal powers, the parties to this License shall protect the premises against pollution of its air, ground and water. The Grantee shall comply with any laws, regulations, conditions, or instructions affecting the activity hereby authorized if and when issued by the Environmental Protection Agency, or any Federal, State, interstate or local governmental agency having jurisdiction to abate or prevent pollution. The disposal of any toxic or hazardous materials within the premises is specifically prohibited. Such regulations, conditions, or instructions in any Federal, State, interstate or local governmental agency are hereby made a condition of this License. The Grantee shall not discharge waste or effluent from the premises in such a manner that the discharge will contaminate streams or other bodies of water or otherwise become a public nuisance.

b. The Grantee will use all reasonable means available to protect the environment and natural resources, and where damage nonetheless occurs from the Grantee's activities, the Grantee shall be liable to restore the damaged resources.

c. The Grantee must obtain approval in writing from said officer before any pesticides or herbicides are applied to the premises.

14. A Preliminary Environmental Impact Analysis and Environmental Baseline Survey Report, Phase I are attached hereto and made a part hereof as Exhibits "C" and "D". This action has been reviewed and qualifies for a Categorical Exclusion from further environmental analysis.

#### 15. HISTORIC PRESERVATION

The Grantee shall not remove or disturb, or cause or permit to be removed or disturbed, any historical, archaeological, architectural or other cultural artifacts, relics, remains or objects of antiquity. In the event such items are discovered on the premises, the Grantee shall immediately notify said officer and protect the site and the material from further disturbance until said officer gives clearance to proceed.

#### 16. DISCLAIMER

This License is effective insofar as the rights of the United States in the premises are concerned; and the Grantee shall obtain any permit or License which may be required by Federal, State, or local statute in connection with the use of the premises. It is understood that the granting of this License does not preclude the necessity of obtaining a Department of the Army permit for activities which involve the discharge of dredge or fill material or the placement of fixed structures in the waters of the United States, pursuant to the provisions of Section 10 of the Rivers and Harbors Act of 3 March 1899 (33 USC 403), and Section 404 of the Clean Waters Act (33 USC 1344).

#### 17. INSURANCE

In the event the Grantee is a self-insurer, the furnishing of an insurance policy shall not apply but the Grantee shall furnish an appropriate certificate indicating that it is a self-insurer.

18. The area will be used to support the Buzzards Bay Project which operates under a federal grant to establish a facility to test and promote alternative septic system technologies for use in Massachusetts.

19. This action has been reviewed with AFI 32-7061, Environmental Impact Analysis and it has been determined that it qualifies for a Categorical Exclusion from further Environmental Analysis. Otis Air National Guard Base, Massachusetts is located in a non-attainment area. This project will not cause or contribute to any new violation of any standard in any area.



20. A Preliminary Environmental Impact Analysis is attached hereto and made a part hereof as Exhibit "C".

21. Also an Environmental Baseline Survey Report, Phase I is attached hereto and made a part hereof as Exhibit "D".

22. That the Government shall have access for ingress and egress to the 2.5 acres from the surrounding Otis Air National Guard Base leased and licensed property.

23. That the Coastal Zone Management Office agrees to pay all costs associated with the project including construction, maintenance and utilities.

25. That the Coastal Zone Management Office agrees to assume all liability associated with this project to include equipment, personnel and environment.

THIS LICENSE is not subject to Title 10, United States Code, Section 2662, as amended.

IN WITNESS WHEREOF, I have hereunto set my hand by authority of the Secretary of the Air Force, this                      day of

THIS LICENSE is also executed by the Grantee this                      day of

COASTAL ZONE MANAGEMENT OFFICE

BY:

*Margaret M. Brady*  
Signature

MARGARET M. BRADY  
Print or Type Name

TITLE:

*Director*



GEORGE PAUL CELLUCCI

GOVERNOR

TRUDY COXE

SECRETARY

*The Commonwealth of Massachusetts*  
*Executive Office of Environmental Affairs*  
*100 Cambridge Street, Boston, MA 02202*

Tel: (617) 727-9800

Fax: (617) 727-2754

<http://www.magnet.state.ma.us/envir>

June 4, 1998

Tony Millham  
The Commonwealth of Massachusetts  
Buzzards Bay Project  
2870 Cranberry Highway  
E. Wareham, MA 02538

Re: Otis ANGB License Agreement

Dear Tony:

Please find enclosed a copy of the license agreement approved and executed by the Office of Coastal Zone Management and EOEa. The license agreement was forwarded via overnight delivery to July Talbot of the USAF on June 2, 1998. I spoke with Ms. Talbot, who confirmed that the documents were received by USAF and executed. She has delivered the documents via overnight delivery and I'll contact you upon their receipt.

If you have any questions, feel free to give me a call at (617) 727-9800 ext. 302.

Sincerely,

Mark T. Russell  
Assistant General Counsel

DEPARTMENT OF THE AIR FORCE LICENSE  
OTIS AIR NATIONAL GUARD BASE (ANGB)

BARNSTABLE, MASSACHUSETTS

No. DACA51-3-98-078

THE SECRETARY OF THE AIR FORCE, hereinafter referred to as the Secretary, under authority of the General Administrative Power of the Secretary hereby grants to the COMMONWEALTH OF MASSACHUSETTS, EXECUTIVE OFFICE OF ENVIRONMENTAL AFFAIRS (EOEA), REPRESENTED BY THE COASTAL ZONE MANAGEMENT OFFICE AS HEAD OF THE BUZZARDS BAY PROJECT, hereinafter referred to as the Grantee a License for use of approximately 2.5 acres of land at Otis Air National Guard Base (ANGB), Massachusetts over, across, in and upon lands of the United States, as identified in Exhibits "A" and "B", attached hereto and made a part hereof, hereinafter referred to as the premises.

THIS LICENSE is granted subject to the following conditions.

1. TERM

This License is granted for a term of five (5) years, beginning 2 June 1998 and ending 1 June 2003, but revocable at will by the Secretary.

2. NOTICES

All notices to be given pursuant to this License shall be addressed, if to the Grantee, to Executive Office of Environmental Affairs, 100 Cambridge Street, 20th Floor, Boston, Massachusetts 02202; and if to the United States, to the District Engineer, Attention: Chief, Real Estate Division (CENAN-RE-M), Department of the Army, New York District, Corps of Engineers, 26 Federal Plaza, New York, New York 10278-0090 or as may from time to time otherwise be directed by the parties. Notice shall be deemed to have been duly given if and when enclosed in a properly sealed envelope addressed as aforesaid, and deposited, postage prepaid, in a post office regularly maintained by the United States Postal Service.

3. AUTHORIZED REPRESENTATIVES

Except as otherwise specifically provided, any reference herein to "Secretary", "District Engineer", "Installation Commander", or "said officer" shall include their duly authorized representatives. Any reference to "Grantee" shall include any duly authorized representatives.

4. SUPERVISION BY THE INSTALLATION COMMANDER

The use and occupation of the premises shall be subject to the general supervision and approval of the Installation Commander, Otis Air National Guard Base (ANGB), Massachusetts

DEPARTMENT OF THE AIR FORCE LICENSE  
OTTIS AIR NATIONAL GUARD BASE (ANGB)

BARNSTABLE, MASSACHUSETTS

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hereinafter referred to as said officer, and to such rules and regulations as may be prescribed from time to time by said officer.

## 5. APPLICABLE LAWS AND REGULATIONS

The Grantee shall comply with all applicable Federal, State, County and municipal laws, ordinances and regulations wherein the premises are located.

## 6. CONDITIONAL USE BY GRANTEE

The exercise of the privileges herein granted shall be:

- a. without cost or expense to the United States.
- b. subject to the right of the United States to improve, use or maintain the premises.
- c. subject to other outgrants of the United States on the premises.
- d. personal to the Grantee, and this License, or any interest therein, may not be transferred or assigned.

## 7. CONDITION OF PREMISES

The Grantee acknowledges that it has inspected the premises, knows its condition, and understands that the same is granted without any representations or warranties whatsoever and without any obligation on the part of the United States.

## 8. COST OF UTILITIES

The Grantee shall pay the cost, as determined by said officer, having immediate supervision over the premises, of producing and/or supplying any utilities and other services furnished by the Government or through Government-owned facilities for the use of the Grantee, including the Grantee's proportionate share of the cost of operation and maintenance of the Government-owned facilities by which such utilities or services are produced or supplied. The Government shall be under no obligation to furnish utilities or services. Payment shall be made in the manner prescribed by the officer having such jurisdiction.

## 9. PROTECTION OF PROPERTY

The Grantee shall keep the premises in good order and in a clean, safe condition by and at the expense of the Grantee. The Grantee shall be responsible for any damage that may be caused to the property of the United States by the activities of the Grantee under this License, and shall exercise due diligence in the protection of all property located on the premises against fire or damage from any and all other causes. Any property of the United States damaged or destroyed by the Grantee incident to the exercise of the privileges herein granted shall be promptly

repaired or replaced by the Grantee to a condition satisfactory to said officer, or at the election of said officer, reimbursement made therefor by the Grantee in an amount necessary to restore or replace the property to a condition satisfactory to said officer.

## 10. RESTORATION

On or before the expiration date of this License or its termination by the Grantee, the Grantee shall vacate the premises, remove the property of the Grantee, and restore the premises to a condition satisfactory to said officer. If, however, this License is revoked, the Grantee shall vacate the premises, remove said property and restore the premises to the aforesaid condition within such time as the District Engineer may designate. In either event, if the Grantee shall fail or neglect to remove said property and restore the premises, then, at the option of said officer, the property shall either become the property of the United States without compensation therefore, or said officer may cause the property to be removed and no claim for damages against the United States or its officers or agents shall be created by or made on account of such removal and restoration work. The Grantee shall also pay the United States on demand any sum which may be expended by the United States after the expiration, revocation, or termination of this License in restoring the premises.

## 11. NON-DISCRIMINATION

The Grantee shall not discriminate against any person or persons or exclude them from participation in the Grantee's operations, programs or activities because of race, color, religion, sex, age, handicap, or national origin in the conduct of operations on the premises. The Grantee will comply with the Americans with Disabilities Act and attendant Americans with Disabilities Act Accessibility Guidelines (ADAAG) published by the Architectural and Transportation Barriers Compliance Board.

## 12. TERMINATION

This License may be terminated by the Grantee at any time by giving the District Engineer at least ten (10) days notice in writing.

## 13. ENVIRONMENTAL PROTECTION

a. Within the limits of their respective legal powers, the parties to this License shall protect the premises against pollution of its air, ground and water. The Grantee shall comply with any laws, regulations, conditions, or instructions affecting the activity hereby authorized if and when issued by the Environmental Protection Agency, or any Federal, State, interstate or local governmental agency having jurisdiction to abate or prevent pollution. The disposal of any toxic or hazardous materials within the premises is specifically prohibited. Such regulations, conditions, or instructions in any Federal, State, interstate or local governmental agency are hereby made a condition of this License. The Grantee shall not discharge waste or effluent from the premises in such a manner that the discharge will contaminate streams or other bodies of water or otherwise become a public nuisance.

b. The Grantee will use all reasonable means available to protect the environment and natural resources, and where damage nonetheless occurs from the Grantee's activities, the Grantee shall be liable to restore the damaged resources.

c. The Grantee must obtain approval in writing from said officer before any pesticides or herbicides are applied to the premises.

14. A Preliminary Environmental Impact Analysis and Environmental Baseline Survey Report, Phase I are attached hereto and made a part hereof as Exhibits "C" and "D". This action has been reviewed and qualifies for a Categorical Exclusion from further environmental analysis.

#### 15. HISTORIC PRESERVATION

The Grantee shall not remove or disturb, or cause or permit to be removed or disturbed, any historical, archaeological, architectural or other cultural artifacts, relics, remains or objects of antiquity. In the event such items are discovered on the premises, the Grantee shall immediately notify said officer and protect the site and the material from further disturbance until said officer gives clearance to proceed.

#### 16. DISCLAIMER

This License is effective insofar as the rights of the United States in the premises are concerned; and the Grantee shall obtain any permit or License which may be required by Federal, State, or local statute in connection with the use of the premises. It is understood that the granting of this License does not preclude the necessity of obtaining a Department of the Army permit for activities which involve the discharge or dredge or fill material or the placement of fixed structures in the waters of the United States, pursuant to the provisions of Section 10 of the Rivers and Harbors Act of 3 March 1899 (33 USC 403), and Section 404 of the Clean Waters Act (33 USC 1344).

#### 17. INSURANCE

In the event the Grantee is a self-insurer, the furnishing of an insurance policy shall not apply but the Grantee shall furnish an appropriate certificate indicating that it is a self-insurer.

18. The area will be used to support the Buzzards Bay Project which operates under a federal grant to establish a facility to test and promote alternative septic system technologies for use in Massachusetts.

19. This action has been reviewed with AFI 32-7061, Environmental Impact Analysis and it has been determined that it qualifies for a Categorical Exclusion from further Environmental Analysis. Otis Air National Guard Base, Massachusetts is located in a non-attainment area. This project will not cause or contribute to any new violation of any standard in any area.

20. A Preliminary Environmental Impact Analysis is attached hereto and made a part hereof as Exhibit "C".

21. Also an Environmental Baseline Survey Report, Phase I is attached hereto and made a part hereof as Exhibit "D".

22. That the Government shall have access for ingress and egress to the 2.5 acres from the surrounding Otis Air National Guard Base leased and licensed property.

23. That the Coastal Zone Management Office agrees to pay all costs associated with the project including construction, maintenance and utilities.

25. That the Coastal Zone Management Office agrees to assume all liability associated with this project to include equipment, personnel and environment.

THIS LICENSE is not subject to Title 10, United States Code, Section 2662, as amended.

IN WITNESS WHEREOF, I have hereunto set my hand by authority of the Secretary of the Air Force, this 3 day of June 1998.

*William E. Edwards*  
WILLIAM E. EDWARDS, DIRECTOR  
Air Force Real Estate Agency

THIS LICENSE is also executed by the Grantee this 1st day of June 1998.

COASTAL ZONE MANAGEMENT OFFICE

BY *Walter M. Brady*  
Signature

*Walter M. Brady*  
Print or Type Name

TITLE: *Director*



# Description of Boundary Lines

for the

"Alternative Septic System Test Center"

located at

Mass. Military Reservation, MA ANG Base, Cape Cod

Beginning at a point, said point being the more westerly gate post in the most northwesterly gate in the existing fence surrounding the old treatment plant area; thence

N 52-52-53 W A distance of One Hundred Ten and 99/100 feet (110.99)

N 14-14-56 E A distance of Two Hundred Forty Three and 26/100 feet (243.26) to a point; thence

S 76-50-30 E A distance of One Hundred Seventy Three and 74/100 feet (173.74) to a point; thence

S 76-23-52 E A distance of One Hundred Seventy Five and 48/100 feet (175.48) to a point; thence

S 47-09-11 E A distance of Forty Four and 61/100 feet (44.61) to a point; thence

S 08-50-40 W A distance of Thirty Four and 03/100 feet (34.03) to a point; thence

S 69-09-36 W A distance of Twenty Seven and 58/100 feet (27.58) to a point; thence

S 44-48-08 W A distance of Fifty Three and 47/100 feet (53.47) to a point; thence

S 12-38-38 W A distance of Sixty Six and 69/100 feet (66.69) to a point; thence

S 07-17-57 W A distance of One Hundred Sixty Nine and 12/100 feet (169.12) to a point, said point being the more northerly gate post in the most northwesterly gate in the existing fence surrounding the old treatment plant area; thence

N 62-12-54 W A distance of Two Hundred Sixty Nine and 35/100 feet (269.35) to the point of beginning.

Containing 108,825 square feet, more or less.

Meaning and intending to describe the perimeter of the Alternative Septic Test Center at Otis ANG Base.

EXHIBIT "B"

INSTRUCTIONS: Section I to be completed by Proponent; Sections II and III to be completed by Environmental Planning Function. Continue on separate sheets as necessary. Reference appropriate item number(s).

### SECTION I - PROPONENT INFORMATION

1. TO (Environmental Planning Function)  
102 SG/EMO  
ANG Base, MIA 02542-5028  
102 FW/CER  
OUS ANG Base, MIA 02542-5028  
(508) 908-4962

2. FROM (Proponent organization and functional address symbol)  
1. TITLE OF PROPOSED ACTION  
Outgrant of Real Estate Interest From Lease DACA55-5-75-293, Mod 4, For Buzzards Bay Project  
4. PURPOSE AND NEED FOR ACTION (Identify decision to be made and need date)  
Request the DAF to provide fee of charge 2.5 acres to the Massachusetts Executive Office of Environmental Affairs, Coastal Zone Management, Buzzards Bay Project for the purpose of constructing and operating a Septic System Test Center for five (5) years.  
5. DESCRIPTION OF PROPOSED ACTION AND ALTERNATIVES (DOFAA) (Provide sufficient details for evaluation of the total action)  
The installation of this Septic System Test Center is adjacent to site of the former waste water treatment plant on Kilmedgee Road on land leased from the Commonwealth of Massachusetts by the DAF through 30 September 2026.

6. PROPOSER APPROVAL (Name and Grade)  
WILLIAM L. STRLING, GS-12  
Deputy Base Civil Engineer  
6a. SIGNATURE  
10 Oct 97  
6b. DATE

### SECTION II - PRELIMINARY ENVIRONMENTAL SURVEY. (Check appropriate box and describe potential environmental effects including cumulative effects.) (+ = positive effect; 0 = no effect; - = adverse effect; U = unknown effect)

7. AIR INSTALLATION COMPATIBLE USE ZONE/LAND USE (Noise, accident potential, encroachment, etc.)	+	0	-	U
8. AIR QUALITY (Emissions, attainment status, state implementation plan, etc.)	X			
9. WATER RESOURCES (Quality, quantity, source, etc.)	X			
10. SAFETY AND OCCUPATIONAL HEALTH (Asbestos/radiation/chemical exposure, explosives safety quantity-distance, etc.)	X			
11. HAZARDOUS MATERIALS WASTE (Use/storage/generation, solid waste, etc.)	X			
12. BIOLOGICAL RESOURCES (Wetlands/floodplains, flora, fauna, etc.)	X			
13. CULTURAL RESOURCES (Native American burial sites, archaeological, historical, etc.)	X			
14. GEOLOGY AND SOILS (Topography, minerals, geothermal, installation restoration Program, seismicity, etc.)	X			
15. SOCIOECONOMIC (Employment/population projections, school and local fiscal impacts, etc.)	X			
16. OTHER (Potential impacts not addressed above.)				

### SECTION III - ENVIRONMENTAL ANALYSIS DETERMINATION

17. PROPOSED ACTION QUALIFIES FOR CATEGORICAL EXCLUSION (CATEX) # A2-3 14 : OR  
PROPOSED ACTION DOES NOT QUALIFY FOR A CATEX; FURTHER ENVIRONMENTAL ANALYSIS IS REQUIRED.  
18. REMARKS  
Action involves transfer of administrative control of AF property, installation of a closed-loop system that is consistent with previous use, and no impact on any environmental protocols. Therefore, catex "A2-3-14-Installing on previously developed land, equipment that does not substantially alter land use. This includes outgrants to private lessees for similar construction", applies.  
19. ENVIRONMENTAL PLANNING FUNCTION  
CERTIFICATION  
CHRISTOPHER M. FAIX, GS-12  
19a. SIGNATURE  
19b. DATE

AF FORM 813 MAY 93 (EF-V1) (Perform PRIOR THIS FORM CONSOLIDATES AF FORMS 813 AND 814) PAGE 1 OF 2  
10 Oct 97

A. There are no facilities located on the proposed site for consideration under the McKinney Homeless Assistance Act.

B. With the demolition of the former Waste Treatment Plant and associated support facilities all asbestos and lead painted materials were removed and disposed of by qualified technicians as of this date.

C. This is to certify that the proposed site described on this form has no historical significance and does not fall within the purview of Executive Order 11593.

D. The air quality control region that Otis A/N/G Base is located in is in attainment of the ambient air quality control standards. The project will not cause or contribute to any new violation of any standard in any area, will not increase the frequency or severity of any existing violation of any standard in any area, nor will it delay timely attainment of any standard or any required interim emission reduction or other milestone in any area.

102D ENVIRONMENTAL MANAGEMENT OFFICE  
OTTIS AIR NATIONAL GUARD BASE, MASSACHUSETTS

AUGUST 1997

ENVIRONMENTAL BASELINE SURVEY REPORT  
PHASE I  
PROPOSED OUTGRANT OF LAND  
FOR USE AS AN  
ALTERNATE ON-SITE WASTEWATER TEST FACILITY  
FOR THE BUZZARDS BAY PROJECT

DEPARTMENT OF THE AIR FORCE  
MASSACHUSETTS AIR NATIONAL GUARD

102D FIGHTER WING  
Ottis Air National Guard Base  
Massachusetts 02542-5028

**ENVIRONMENTAL BASELINE SURVEY REPORT**  
**PHASE I**  
**PROPOSED OUTGRANT OF LAND**  
**FOR USE AS AN**  
**ALTERNATE ON - SITE WASTEWATER TEST FACILITY**  
**FOR**  
**THE BUZZARDS BAY PROJECT**

PAGE

1-2

**EXECUTIVE SUMMARY**

**1.0 PURPOSE OF THE PROPERTY AND SURVEY AREA**  
 1.1 Boundaries of the Property and Survey Area

**2.0 SURVEY METHODOLOGY**

2.1 Approach and Rationale  
 2.1.1 Description of Documents Reviewed  
 2.1.2 Property Inspections  
 2.1.3 Personal Interviews  
 2.1.4 Sampling

**3.0 FINDINGS FOR SUBJECT PROPERTY**

3.1 History and Current Use  
 3.2 Environmental Setting  
 3.3 Hazardous Substances  
 3.3.1 Hazardous Materials and Petroleum Products  
 3.3.2 Hazardous and Petroleum Wastes  
 3.4 Installation Restoration Program Contamination  
 3.5 Storage Tanks  
 3.5.1 Above Ground Storage Tanks  
 3.5.2 Underground Storage Tanks  
 3.5.3 Pipelines, Hydrant Fueling, and Transfer Systems  
 3.6 Oil Water Separators  
 3.7 Pesticides  
 3.8 Ordnance  
 3.9 Radioactive Wastes  
 3.10 Solid Waste  
 3.11 Groundwater

# ENVIRONMENTAL BASELINE SURVEY REPORT

## TABLE OF CONTENTS (CONT)

PAGE

3.12 Wastewater Treatment, Collection, and Discharge	7
3.13 Drinking Water Quality	7
3.14 Asbestos	7
3.15 Polychlorinated Biphenyls	7
3.16 Radon	7
3.17 Lead Based Paint	7

## 4.0 FINDINGS FOR ADJACENT PROPERTIES

4.1 Land Uses	8
4.2 Surveyed Properties	8

## 5.0 APPLICABLE REGULATORY COMPLIANCE ISSUES

5.1 List of Compliance Issues	8
5.2 Description of Corrective Actions	8
5.3 Estimates of Various Alternatives	8

## 6.0 CONCLUSIONS

6.1 Facility Matrix	8
6.2 Property Categories	8
6.3 Resources Map	8

## 7.0 RECOMMENDATIONS

## 8.0 CERTIFICATION

## APPENDICES:

APPENDIX A: Terms	10
APPENDIX B: Maps	11
APPENDIX C: Aerial and Site Photos	16
APPENDIX D: References	20
APPENDIX E: Interviews	21
APPENDIX F: Certifications	22

DEPARTMENT OF THE AIR FORCE  
MASSACHUSETTS AIR NATIONAL GUARD  
102ND FIGHTER WING  
Otis Air National Guard Base  
Massachusetts 02542-5028

ENVIRONMENTAL BASELINE SURVEY REPORT  
PHASE I

PROPOSED OUTGRANT OF LAND FOR AN  
ALTERNATE ON SITE WASTEWATER TEST FACILITY  
BUZZARDS BAY PROJECT-COASTAL ZONE MANAGEMENT

EXECUTIVE SUMMARY

Section 1.0 Purpose of the Environmental Baseline Survey (EBS) is to document the nature, magnitude and extent of any environmental contamination of property considered for acquisition or transfer, lease, sale or any other disposition by the Air Force or Air National Guard. This EBS is a site-specific one for the purpose of OUTGRANTING from the current lease a parcel of land on the Massachusetts Military Reservation to allow for the establishment of an Alternate on-site Wastewater Test Facility identified as the Buzzards Bay Project, sponsored by the Commonwealth's Executive Office of Environmental Affairs, Coastal Zone Management. This parcel would be utilized for the construction and operation of a wastewater septic test center for a period of five (5) years with an alternate for an additional five (5) years if required. This parcel is not required for the operation of the Air National Guard at Otis Air National Guard Base at this time. This parcel is located on land owned by the Commonwealth of Massachusetts, Leased to the Department of the Air Force and Licensed back to the Commonwealth of Massachusetts for use of the Massachusetts Air National Guard. The area to be OUTGRANTED is located within Parcel "H" as identified in Lease Contract No. DACA51-5-75-293, Modification No. 3 and No. 4. Parcel "H", is indicated on the map, Entitled "Property Distribution Of Air Force Leased Area, Otis Air Force Base, Massachusetts--Plan "B".

1.1 Boundaries of the Property and Survey Area (Map included): The area to be OUTGRANTED consists of a parcel of land located north of the former base wastewater treatment plant which was completely removed in 1996 and is abutting the new wastewater treatment facility. This parcel is situated within the Massachusetts Military Reservation and the Town of Sandwich, County of Barnstable, Commonwealth of Massachusetts, described as follows:

Beginning at a point, said point being the more westerly gate post in the most northwesterly gate in the existing fence surrounding the old treatment plant area, Thence proceeding N 52-52-53 W a distance of One Hundred Ten and 99/100 feet (110.99') to a point; Thence proceeding N 14-14-56 E a distance of Two Hundred Forty Three and 26/100 feet (243.26') to a point; Thence proceeding S 76-50-30 E a distance of One Hundred Seventy Three and 74/100 feet (173.74') to a point; Thence proceeding a distance of One Hundred Seventy five and 48/100 feet (175.48') to a point; Thence proceeding S 47-09-11 E a distance of Forty Four and 61/100 feet (44.61') to a point; proceeding S 08-50-40 W a distance of Thirty Four and 03/100 feet (34.03') to a point; proceeding S 69-09-36 W a distance of Twenty Seven and 58/100 feet (27.58') to a point; Thence proceeding S 44-48-08 W a distance of Fifty Three and 47/100 feet (53.47') to a point; Thence proceeding S 12-38-38 W a distance of Sixty Six and 69/100 feet (66.69') to a point; Thence proceeding S 07-17-57 W a distance of One Hundred Sixty Nine and 12/100 feet (169.12') to a point, said point being the more northerly gate post in the most northwesterly gate in the existing fence surrounding the old treatment plant area, Thence N 62-12-54 W a distance of Two Hundred Sixty Nine and 35/100 feet (269.35') to the point of beginning.

Containing 108,825 square feet, or 2.5 acres, more or less. Meaning and intending to describe the perimeter of the Alternative Septic Test Center at Otis ANG Base.

Section 2.0 Survey Methodology: In conducting this EBS, documents dealing with the lease were reviewed, as were various Installation Restoration Program (IRP) reports. Additionally, an inspection was made of the property and personal interviews with appropriate civil engineering personnel were conducted.

2.1 Approach and Rationale: This survey method was considered to be the best approach, as the subject parcel will be located within the Air Force leased area, (Parcel "H").

2.1.1 Description of Documents Reviewed: The following documents, which pertain to this area, have been reviewed: 1. Lease between the Commonwealth of Massachusetts and the United States of America, Numbered DACAS1-5-75-293, dated 1 July 1974 which included the entire Military Reservation; 2. Supplemental Agreement to the above document, identified as Modification No. 3, dated 1 JUL 1976, which identified certain parcels, returning them to the Commonwealth of Massachusetts, but retained parcels "H" and "I"; 3. License No. DACAS1-3-84-50, Department of the Air Force to the Commonwealth of Massachusetts, dated 1 Oct 1980, which granted the State the right to the retained parcels for use by the National Guard, and 4. Drawing prepared by Phelps Engineering, Inc, Middlebury, Vt., Titled "Coastal Zone Management, Wastewater Treatment Technology Test Facility, Buzzards Bay Project, Cape Cod, MA, Drawing Number 97019-1 consisting of 11 sheets dated June 13, 1997.

2.1.2 Property Inspections: An inspection of the property was conducted by the Environmental Management Office on 14 July 1997.



**2.1.3 Personal Interviews:** Interviews were conducted with applicable Civil Engineering personnel and personnel from the Base Installation Restoration Program Office (IRP).

**2.1.4 Sampling:** Sampling of this parcel was not performed as part of this Environmental Baseline Survey. The subject parcel is located on Otis Air National Guard Base. All the land on Otis ANGB has been the subject of previous Installation Restoration Program studies and analyses. Initial IRP studies were issued by Metcalf and Eddy, Inc in 1983 and by Roy F. Weston, Inc in 1985 as the IRP was initially implemented on just the Otis ANGB portion of the Massachusetts Military Reservation (MMR). When the National Guard Bureau took over the IRP in 1986 and expanded it MMR-wide, all of Otis ANGB was again studied and a Phase I report was issued by HAZWRAP in 1986. This parcel now being outgranted was never identified as an IRP site, needing further review or analysis. Additionally, nothing has been brought to our attention during the ten years the National Guard Bureau ran the IRP at the MMR or since the Air Force took the IRP over in 1996 which identified this parcel as needing further review or analysis.

### Section 3.0 Findings For Subject Property:

#### 3.1 History and Current Use (Including Chain of Title): The area where the

subject parcel is located is immediately north of a security fence which enclosed a domestic sewage wastewater treatment plant which was originally constructed during 1936 and modified in 1940 at the start of World War II. In 1995, the sewage plant was completely removed due to construction of a new facility, and all areas filled in and graded. The security fence remains, and north of the fence, where this test facility is proposed has remained vacant except for a small paved parking area and driveway to the wastewater plant. No other construction was ever on this site. The entire area of the reservation was under a lease to the U.S. Army, from the Commonwealth of Massachusetts. In Nov. 1953, the Army transferred the lease to the Department of the Air Force, including all facilities and utilities. In August 1956 the Air Force negotiated a lease with the Commonwealth of Massachusetts for complete control of the Reservation, and major construction commenced. In 1974 the Air Force withdrew its active force, excessed certain areas, and licensed active areas to the Commonwealth of Massachusetts for use of the Massachusetts Air National Guard. These active areas included parcel "H" which is the location of the subject area of this survey.

#### 3.2 Environmental Setting:

This parcel is located on vacant land which is completely described as a grassland field. All facilities within the general area were very active since 1940, but this area remained vacant, except for a small parking lot and driveway for sewage plant workman's vehicles.

#### 3.3 Hazardous Substances:

The parcel being outgranted is located on Otis Air National Guard Base. All the land on Otis ANGB has been subject of previous Installation Restoration Program studies and analysis for hazardous substances. Initial IRP studies

3.3.1 Hazardous Materials and Petroleum Products: The only hazardous materials and petroleum products stored were at the area of the wastewater treatment plant which was located south of the existing fence. which identified this parcel as needing further review or analysis for hazardous substances. Guard Bureau ran the IRP at the MMR or since the Air Force took over the IRP in 1996. Additionally, nothing has been brought to our attention during the ten years the National identified as an IRP site, or needing further review or analysis for hazardous substances. report was issued by HAZWRAP in 1986. This parcel now being outgranted was never 1986 and expanded it MMR-wide, all of Otis ANGB was again studied and a Phase I Military Reservation (MMR). When the National Guard Bureau took over the IRP in IRP was initially implemented on just the Otis ANGB portion of the Massachusetts were issued by Metcalf and Eddy, Inc in 1983 and by Roy F. Weston, Inc in 1985 as the

3.3.2 Hazardous and Petroleum Waste: There is no knowledge or records of any hazardous or petroleum waste being on this property.

3.4 Installation Restoration Program Contamination: There currently is no report of any contamination that would be the subject of the Installation Restoration Program immediately within the subject parcel. All land on Otis ANGB has been the subject of two IRP Phase I reports which included record searches, site visits, interviews, reports and recommendations. These reports were concluded in 1983 and 1986 and the parcel, which is the subject of this EBS was not identified as a potential contaminated area.

3.5 Storage Tanks: There were no storage tanks located within the subject parcel. 3.5.1 Aboveground Storage Tanks: There are no aboveground storage tanks located now or in the past within the subject parcel. 3.5.2 Underground Storage Tanks: There are no underground storage tanks located now or in the past within the subject parcel.

3.5.3 Pipelines, Hydrant Fueling, and Transfer Systems: There are no fuel pipelines, hydrant fueling systems or transfer systems now or in the past on the subject parcel.

3.6 Oil/Water Separators: There are no oil/water separators located on the subject parcel of land now or in the past.

3.7 Pesticides: There are no records of any application of pesticides within the subject parcel.

**3.8 Ordinance:** There are no records of any ordinance being stored or disposed of on the subject parcel.

**3.9 Radioactive Wastes:** There are no records of any radioactive waste being disposed of in this area.

**3.10 Solid Waste:** There are no records or any signs of solid waste disposal on the subject parcel.

**3.11 Ground Water:** The groundwater under this Massachusetts Military Reservation is part of a sole source aquifer. Plumes of contaminated groundwater flow under the site of the parcel and have been labeled by the IRP office as FTA-1 and CS-10. These plumes are presently being investigated and remedial operations have commenced. These plumes do not effect the ground surface and the base water supply system runs adjacent to the parcel eliminating any requirement for well water for future use of the parcel.

**3.12 Wastewater Treatment, Collection and Disposal:** There are no facilities within the parcel nor have there ever been any facilities for wastewater treatment, collection or disposal.

**3.13 Drinking water quality:** The water supplied to this area is of exceptional quality and is tested monthly. The water mains still exist in the area but replacement might be required, depending on the use of the area.

**3.14 Asbestos:** No asbestos was ever utilized on the parcels and no disposal of any asbestos is known to have been accomplished on this parcel.

**3.15 Polychlorinated Biphenyl's:** There is no record of any PCB accidents or disposal on this parcel.

**3.16 Radon:** No Radon survey has been conducted within this area.

**3.17 Lead-Based Paint:** There are no records of any lead based paint being used, stored or disposed of in this area.

**Section 4.00 Findings for Adjacent Properties:** All the property north of the subject parcel consists of heavy brush and scrub pines and is virgin property except for where the Fire Training area was located (FTA-1) that was responsible for the ground water contamination described above. In addition, there are a few small trails and dirt roads which transverse the area. South of the subject parcel was a former wastewater treatment plant for domestic sewerage. This site was completely demolished in 1996 and the area

has been regraded, topsoiled and seeded. The security fence remains. East of the site is the new wastewater treatment plant and to the west there are the remains of the original sand filter beds.

**4.1 Land Uses:** This parcel and the adjacent property have been owned by the Commonwealth of Massachusetts since 1935. In 1940, the land was leased to the U. S. Army until 1950, when it was transferred to the Department of the Air Force. In 1969 the Air Force vacated the property and assigned the Air National Guard as the caretaker of the property. During this entire period, subject parcel remained vacant.

**4.2 Surveyed Properties:** Subject parcels and the immediate adjacent properties have been surveyed and records reviewed. No contamination is known to exist.

**Section 5.0: Applicable Regulatory Compliance Issues:** There are no regulatory compliance issues on the subject property that may pose a risk or liability to the Department of the Air Force or the Air National Guard or a risk to human health or the environment. An Environmental Notification Form (ENF) was submitted by the proponent, to the Massachusetts Secretary of Environmental Affairs, (MEPA Unit No. EOEA 11200) on June 16, 1997 with all required copies to other Federal, State, County and Town Agencies. A MEPA certificate (Massachusetts Environmental Policy Act) was received by the proponent on July 24, 1997 stating that the project will have minimal impact, will have substantial environmental benefits and does not require the preparation of an Environmental Impact Report. (Refer to Appendix "D" for copies)

**5.1 List of Compliance Issues:** None

**5.2 Description of Corrective Actions:** None

**5.3 Estimates of Various Alternatives:** None

## **Section 6.0 Conclusions:**

**6.1 Facility Matrix:** This parcel is vacant of all facilities. No hazardous materials or wastes are known to have been used or stored on the parcel. Also no storage tanks, asbestos or radon were utilized or detected.

**6.2 Property Categories:** This parcel is considered to be Category 1 (No Storage Occurred).

**6.3 Resources Map:** Refer to attached site plan for property location.

**6.4 Data Gaps:** It is believed that all information in relation to this property has been obtained. No further effort should be required to obtain other records or information.

**Section 7.0 Recommendations:** Based on all findings we are recommending the property to be a Category I and that outgranting of this parcel be approved. The environmental suitability of this parcel is considered excellent for any environmental friendly purpose. There are no other environmental concerns that would require further characterization or remedial action.

**Section 8.0 Certifications:**

**CERTIFICATION OF THIS ENVIRONMENTAL BASELINE SURVEY**

The preparer has conducted this Environmental Baseline Survey on behalf of the U.S. Air Force and the Massachusetts Air National Guard. The preparer has reviewed all facilities following an analysis of information during the record search. The information contained in the survey report is based on records made available and, to the best of the preparer's knowledge, is correct and current as of 20 August 1997.

CERTIFIED

  
CHRISTOPHER M. FAUX

ENVIRONMENTAL MANAGEMENT OFFICER

102nd Fighter Wing, Otis Air National Guard Base MA

DATE

9 SEP 97

**DESCRIPTION OF AREA SUBJECT TO THIS EBS:** This parcel is identified on the attached site plan included in appendix B. The location of this parcel is within Parcel H as described in real estate document Lease Contract DACA51-75-293, Modification No. 3 and 4 as shown on map entitled "PROPERTY DISTRIBUTION OF AIR FORCE LEASED AREA, OTIS AIR FORCE BASE, MASSACHUSETTS-PLAN B" dated 7 January 1977.

Appendix A: Terms

Appendix B: Maps, see attached

Appendix C: Aerial and Site Photos

Appendix D: References, Phase I, IRP studies, in 1982 by Metcalf and Eddy, and in

1986 study by HAZWRAP.

Appendix E: Interviews or Site Visits

Appendix F: Certifications

# APPENDIX A: TERMS

## ENVIRONMENTAL BASELINE SURVEY REPORT

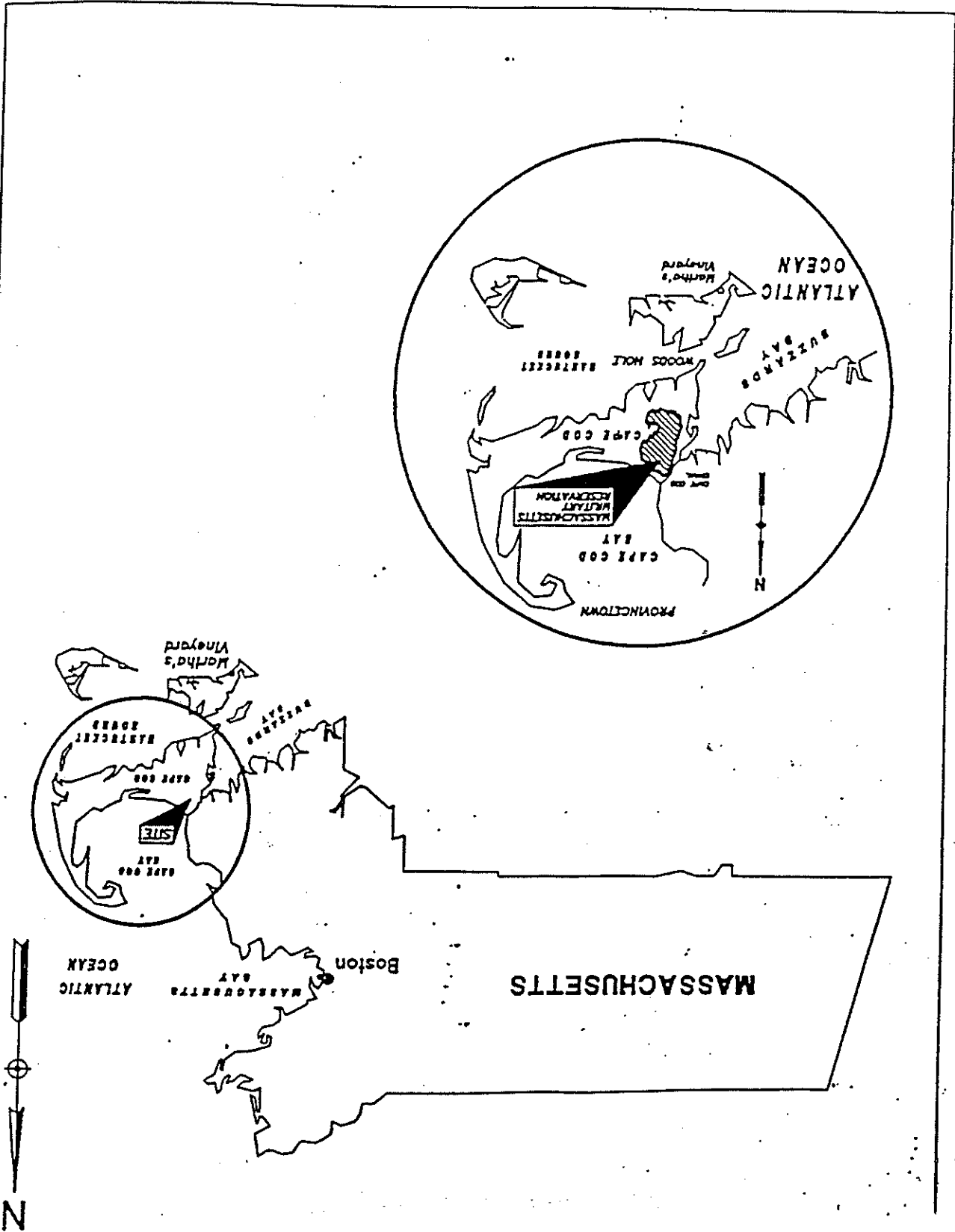
AFI	Air Force Instruction
ANGB	Air National Guard Base
Category 1	Property Identifier for properties with no record of hazardous material/waste storage or release
Category 2	Property Identifier for properties where only storage has occurred, and no record of release of hazardous material/waste
Category 3	Property Identifier for properties where contamination exists, but below established action levels
CS-10	Chemical Spill Site No. 10 at former BOMARC/UTES
DACA	Prefix Used on Contracts Performed by Department of the Army, New York District, Contracting Division
EBS	Environmental Baseline Survey
EOEA	Massachusetts Executive Office of Environmental Affairs
EPA	Environmental Protection Agency
FTA-1	Abandoned former fire training area, No. 1
IRP	Installation Restoration Program
MMR	Massachusetts Military Reservation
NAAQS	National Ambient Air Quality Standards
NPL	National Priorities List
PCB	Polychlorinated Biphenyl

APPENDIX B - MAPS

Source: Micrographix Inc.

NOT TO SCALE

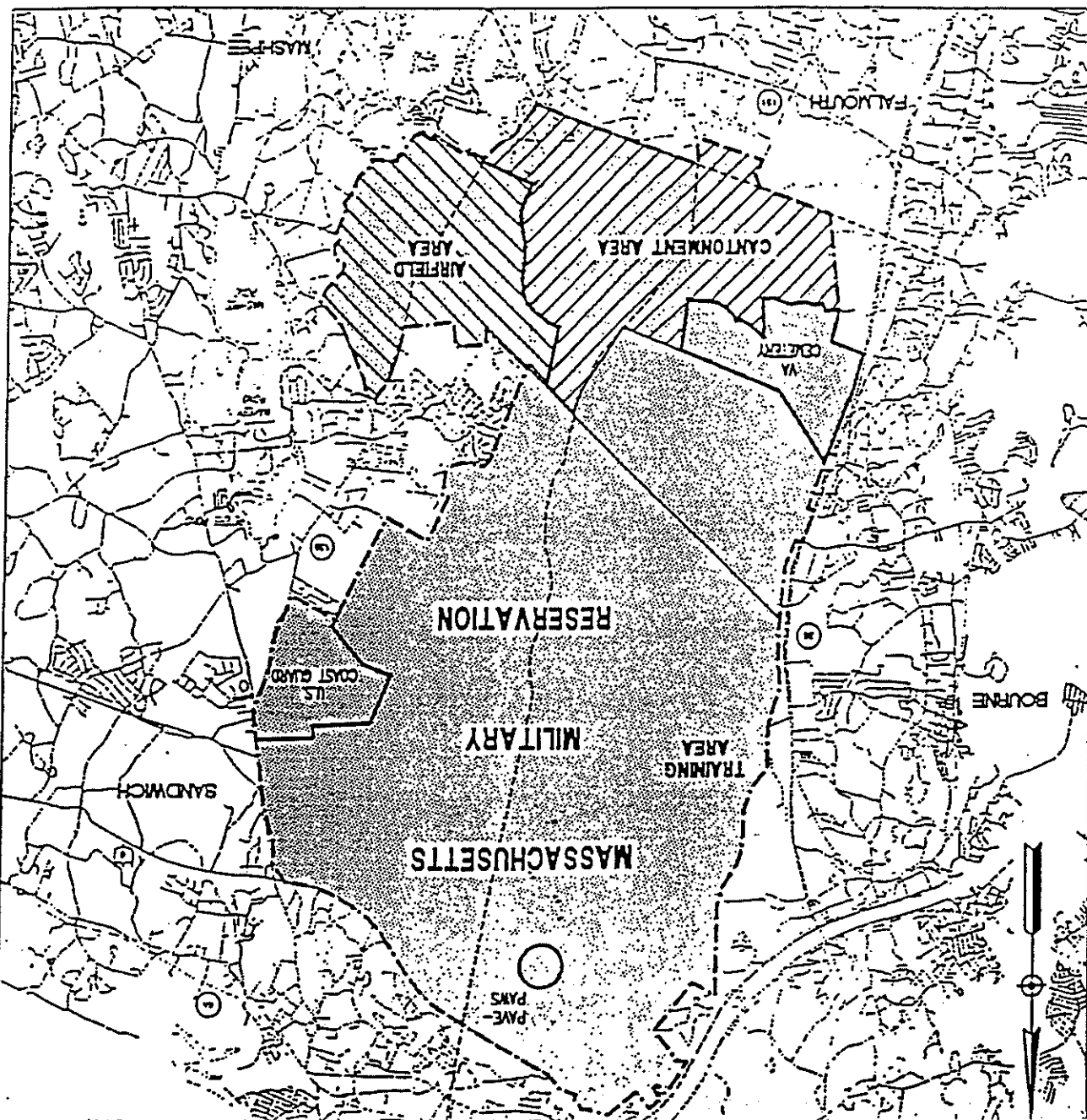
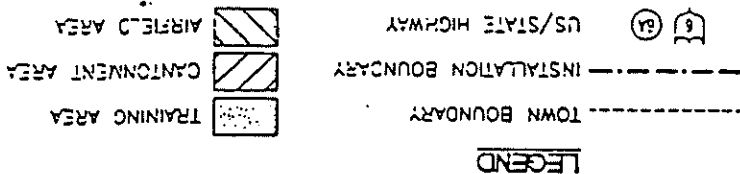
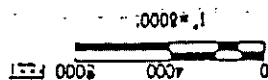
VICINITY MAP





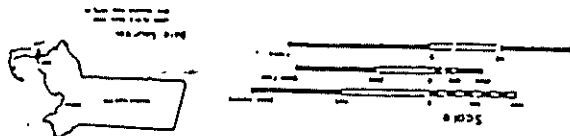
# SITE LOCATION MAP

Source: Massachusetts Military Reservation

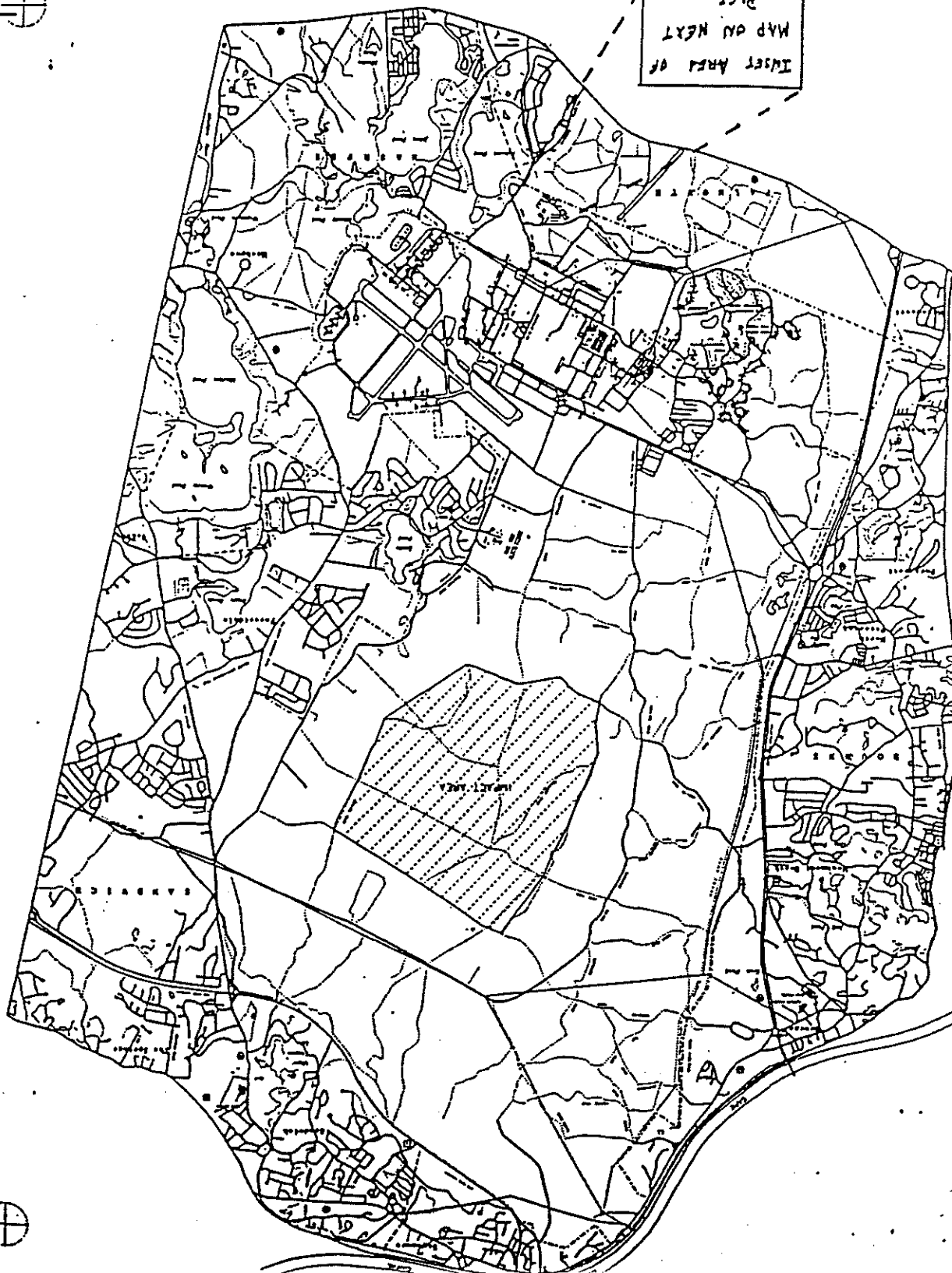


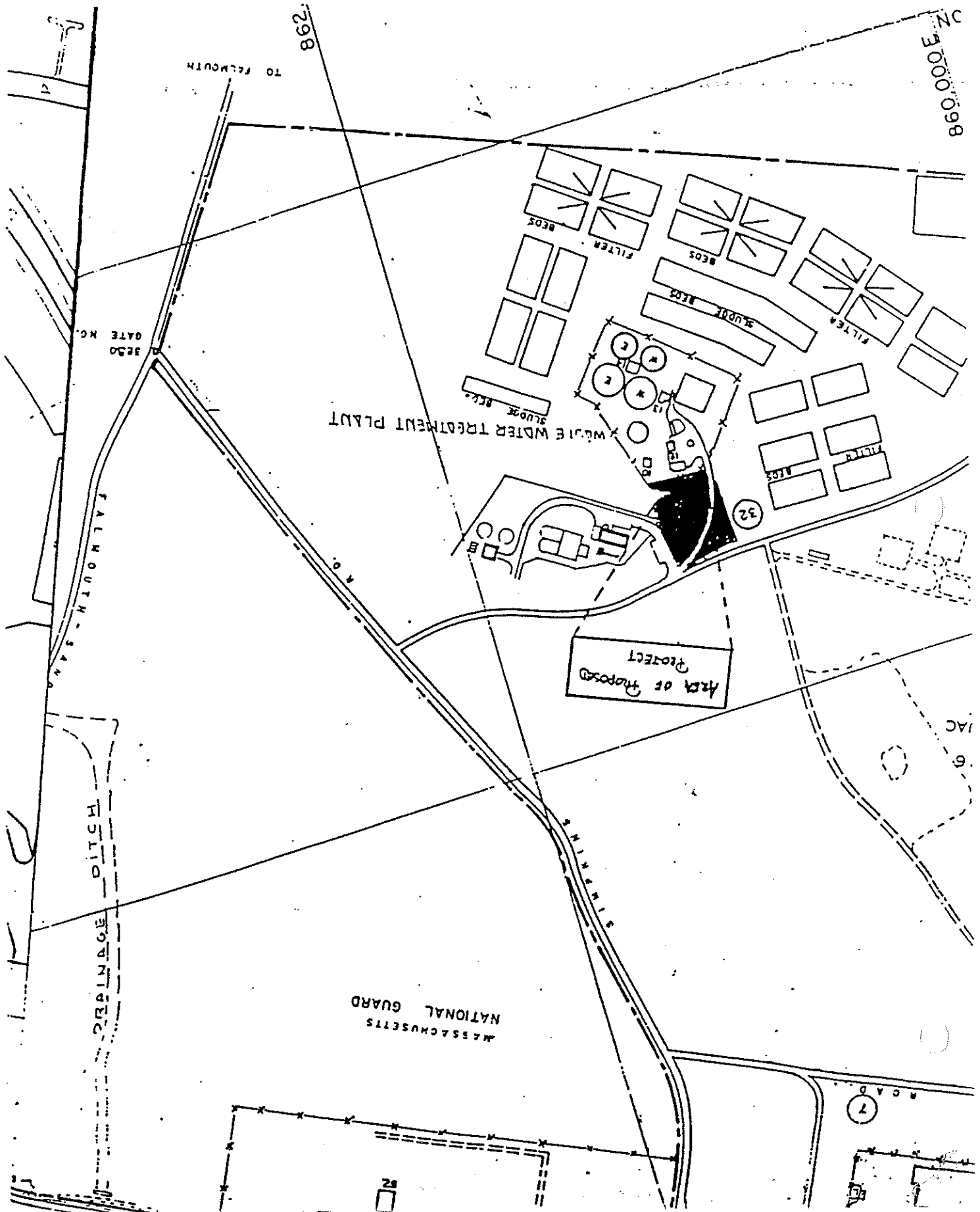
Symbol	Description
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LEGEND

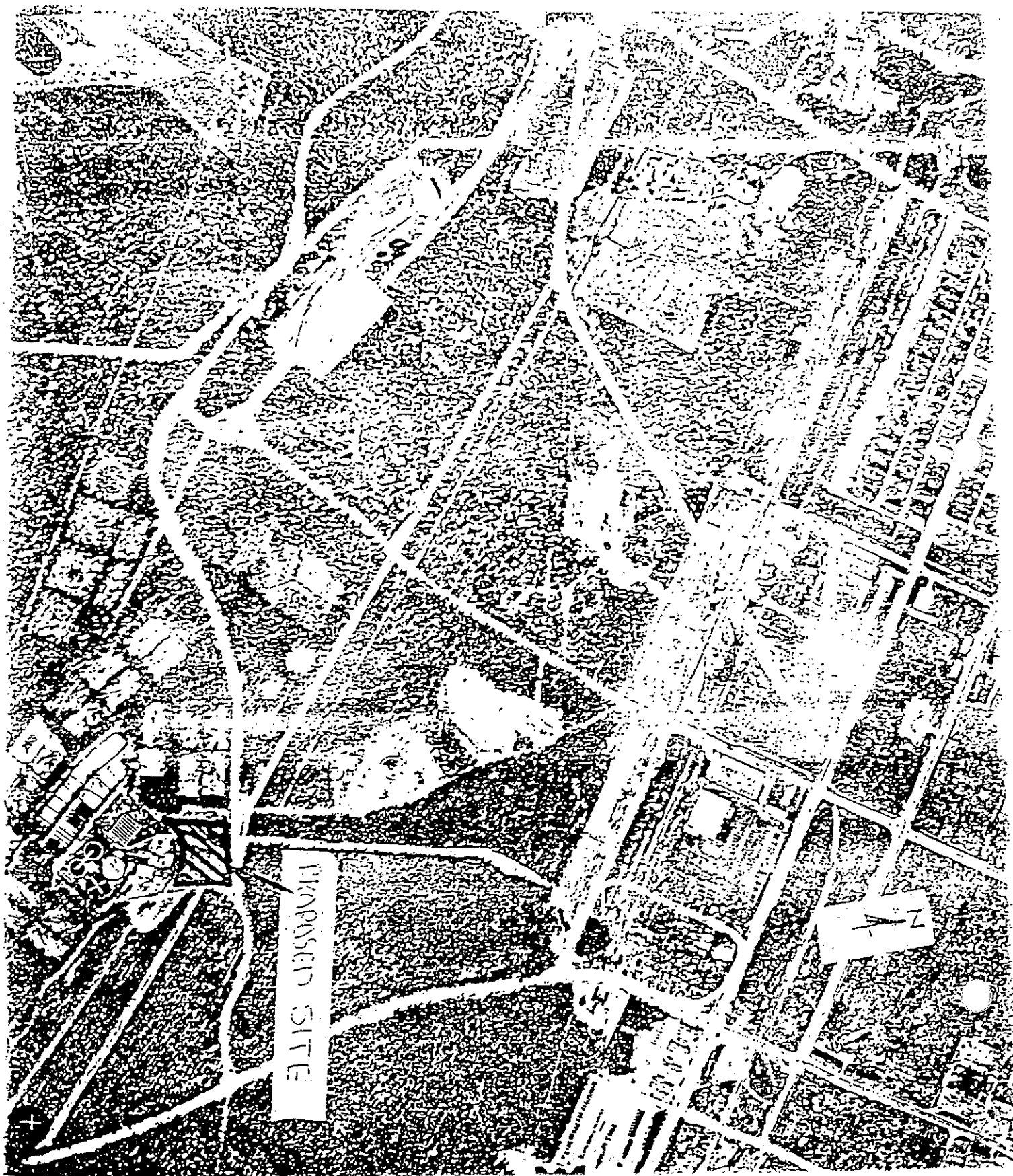


INSET AREA OF  
MAP ON NEXT  
PAGE





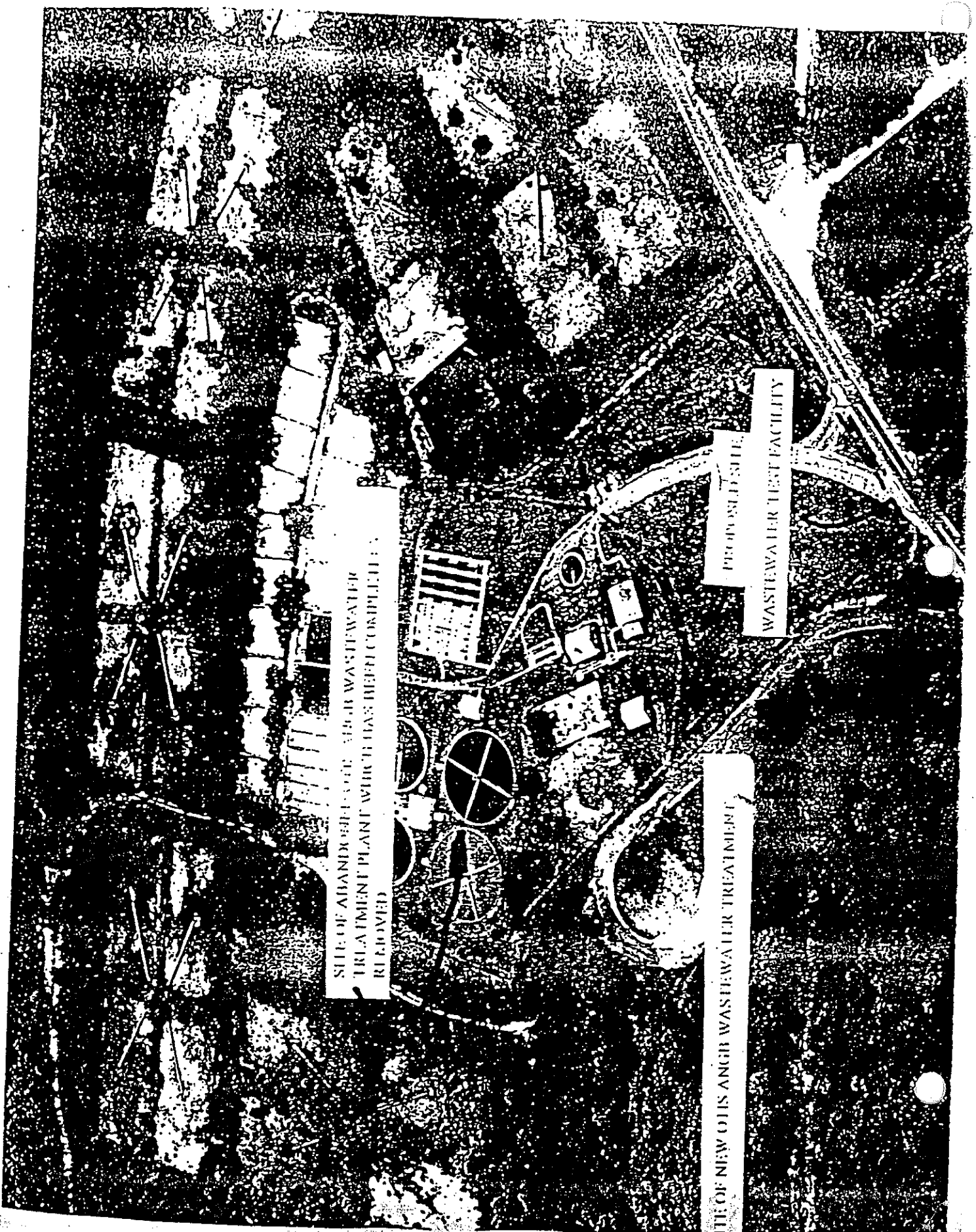
APPENDIX C - AERIAL & SITE PHOTOS



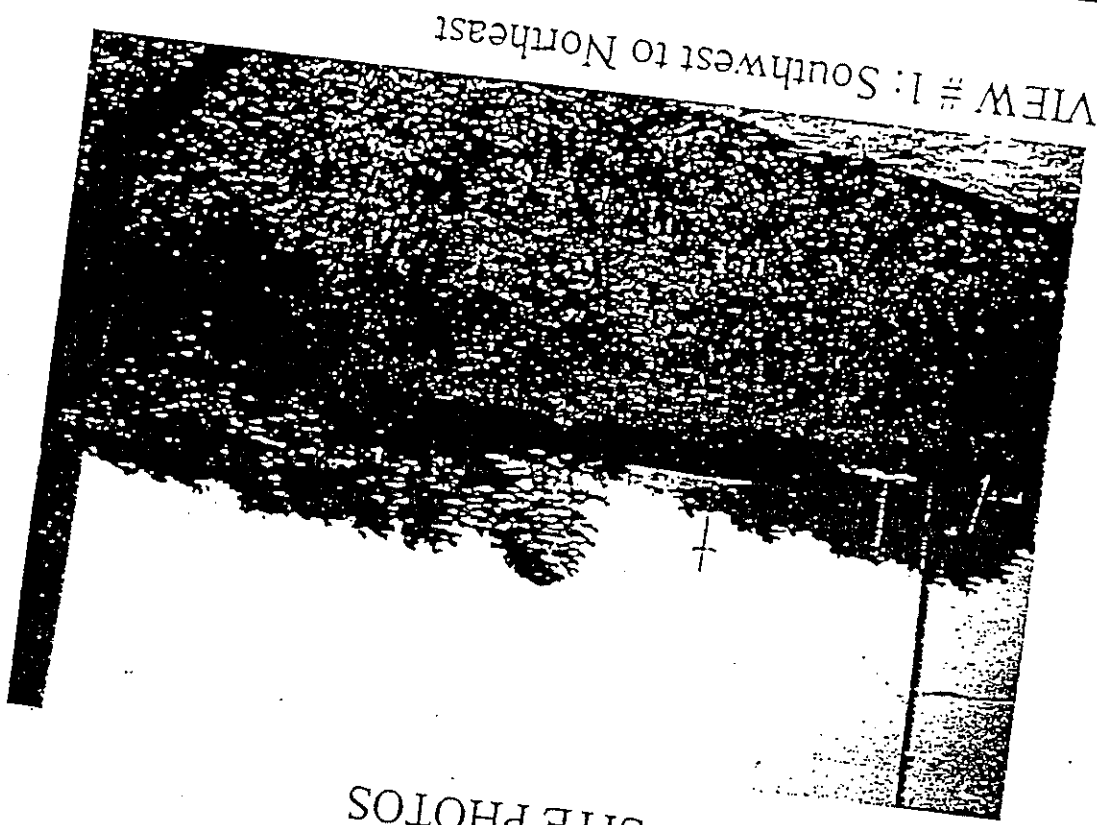
SITE OF ABANDONED COLE SPRING WASTEWATER  
TREATMENT PLANT WHICH HAS BEEN COMPLETELY  
REMOVED

PROPOSED SITE  
WASTEWATER TREAT FACILITY

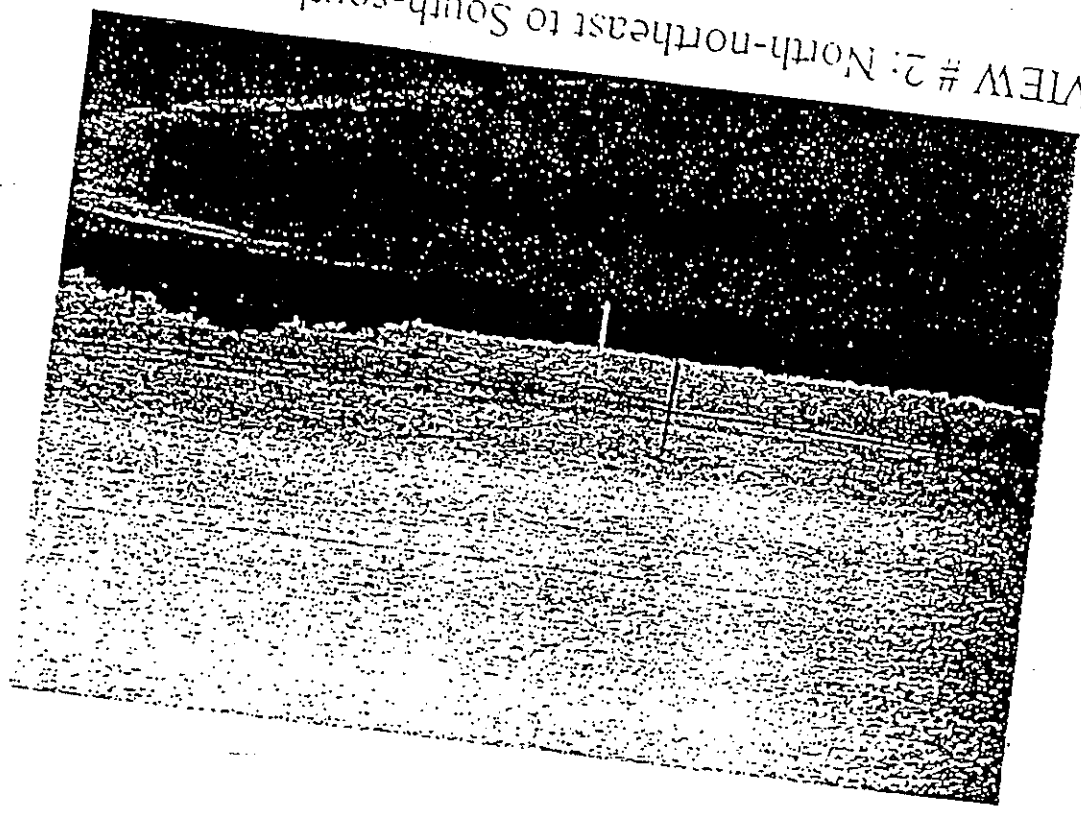
SITE OF NEW OTIS ANGEL WASTEWATER TREATMENT



Environmental Baseline Survey-  
Buzzards Bay Project  
SITE PHOTOS



VIEW # 1: Southwest to Northeast



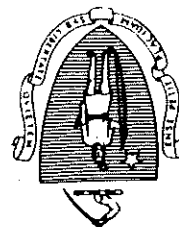
VIEW # 2: North-northeast to South-southwest

## APPENDIX D - REFERENCES

1. Installation Restoration Program, Phase I Records Search, Otis Air National Guard Base, January 1983; Metcalf & Eddy, Inc.; Boston, Massachusetts
2. Installation Restoration Program, Phase II - Confirmation / Quantification, Stage I, Otis Air National Guard Base; October 1985; Roy F. Weston, Inc.; West Chester, Pennsylvania
3. U.S. Air Force Installation Restoration Program, Phase I: Records Search; Air National Guard, Camp Edwards (ARNG), U.S. Air Force and Veteran's Administration Facilities at Massachusetts Military Reservation, Massachusetts; Final Report, Task 6; December 1986; HAZWRAP, Oak Ridge National Laboratory; Oak Ridge, Tennessee
4. Environmental Notification Form (ENF) submitted to Massachusetts Secretary of Environmental Affairs
5. Massachusetts Environmental Policy Act (MEPA) certificate received stating no requirement for Environmental Impact Report



*The Commonwealth of Massachusetts  
Executive Office of Environmental Affairs  
100 Cambridge Street, Boston, MA 02202*



ARGEO PAUL CELLUCCI  
GOVERNOR  
TRUDY COXE  
SECRETARY

CERTIFICATE OF AUTHORITY

I, Trudy Coxé, hereby certify that I am the Secretary of the Executive Office of Environmental Affairs of the Commonwealth of Massachusetts and that the Office of Coastal Zone Management which executed the foregoing instrument with the United States of America has been duly authorized to execute said instrument on behalf of the Executive Office of Environmental Affairs and the Commonwealth of Massachusetts.

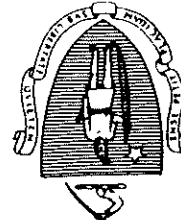
Witness my hand and seal this the 2 day of June, 1998.

*Trudy Coxé*  
Trudy Coxé  
Secretary

Executive Office of Environmental Affairs

Tel: (617) 727-9800  
Fax: (617) 727-2754  
<http://www.magnet.state.ma.us/envir>

*The Commonwealth of Massachusetts  
Executive Office of Environmental Affairs  
100 Cambridge Street, Boston, MA 02202*



ARGEO PAUL CELLUCCI  
GOVERNOR  
TRUDY COXE  
SECRETARY

## CERTIFICATE OF INSURANCE

I hereby certify that the Commonwealth of Massachusetts and its subdivisions, including the Executive Office of Environmental Affairs, are self-insured. All claims against the Commonwealth and its subdivisions shall be brought pursuant to Chapter 258 of the General Laws of Massachusetts.

Witness my hand and seal this the 2<sup>nd</sup> day of June, 1998.

*Carol Lee Rawn*

Carol Lee Rawn

General Counsel

Executive Office of Environmental Affairs



DEPARTMENT OF THE AIR FORCE  
HEADQUARTERS MASSACHUSETTS AIR NATIONAL GUARD (NGB)  
OTIS AIR NATIONAL GUARD BASE, MA 02542-5001

28 Mar 97

MEMORANDUM FOR BGEN LABRIE

FROM: HQ MAANG/JA  
330 East Inner Road  
Otis ANGB MA 02542-1320

SUBJECT: Buzzards Bay Project

1. Enclosed please find this office's draft Memorandum of Agreement (MOA) concerning the subject matter. The draft was developed from the draft document MOA submitted by Dr. Costa's office in combination with applicable Air Force/Air National Guard regulatory guidance. As discussed below, several hurdles exist before the subject Project can proceed.
2. Of critical importance is the need for the Project to obtain a possessive real property interest in land at Otis Air National Guard Base upon which it can construct the Test Center. The Memorandum of Agreement itself is insufficient for this purpose. The land in question is owned in fee simple by the Commonwealth. The Commonwealth leased the land to the Air Force which in turn licensed it back to the Commonwealth. The lease from the Commonwealth to the Air Force allows the Air Force to license a portion of the leased land to a Commonwealth agency other than the Military Division. Both parties to the lease have to agree to this additional license.
3. Thus, both the Air Force and the Commonwealth have to approve a lease to the Commonwealth's Executive Office of Environmental Affairs which controls the Buzzards Bay Project. Under Air Force Instruction 32-9003 *Granting Temporary Use of Air Force Real Property*, the Air Force offices of primary responsibility for approval would be the National Guard Bureau (NGB), the Air Force Real Property Agency (AFREA/MI), and the Deputy for Installations Management, Office of the Deputy Assistant Secretary of the Air Force (SAF/MII).
4. Under the AFI, NGB as the MAJCOM for Otis would initially decide whether the property is available for the Project to use temporarily; however, because the Project seeks use of the land for greater than five years, AFREA/MI must take action on the request. Additionally, since it appears the lease between the Commonwealth and the Air Force requires a license to be used in the instant matter, the AFI requires SAF/MII review since the requested period of license use is greater than five years.
5. The request to all three Air Force review/approval entities must contain an extensive amount of information. From an environmental perspective, the request must contain an environmental baseline study; environmental impact analysis; and a NEPA responsibilities certification. Other information required:

a. Description of the facilities, acreage, and a map showing the area and its relationship to the rest of the installation;

b. Statement of availability, including reasons for not declaring the area unneeded;

c. Proposed use;

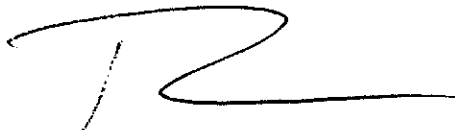
d. When and how long available for the grantee's use. Including provisions for terminating on, canceling, restoring, and improving;

e. Special conditions, limitations, or restrictions on use and occupancy;

f. Statement that the proposed outgrant does not interfere with the installation's mission;  
and

g. Statement that the real property is safe for nonmilitary purposes; if not, tell why outgrant should be approved in spite of the contamination.

6. In sum, the attached draft MOA is just one part of the total package. A license granting the Project use of the land must be forthcoming, as well as several environmental reviews. All of these steps will require coordination with various state and federal agencies, which this office will oversee.



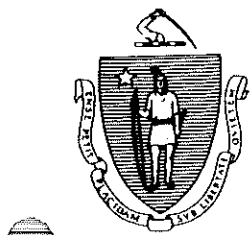
TIMOTHY A. MULLEN, Major, MAANG  
Staff Judge Advocate

Attachments:

1. Draft MOA [w/disk]
2. AFI 32-9003

cc:

HQ MAANG/CC [Draft MOA only]  
HQ MAANG/ESSO [Draft MOA only]  
102 SPTG/CC [Draft MOA only]  
102 FW/DE [Draft MOA only]  
102 FW/EM [Draft MOA only]  
MAAR-DFE-EM  
MAAR-JA



MARGO PAUL CELLUCCI  
GOVERNOR

TRUDY COXE  
SECRETARY

*The Commonwealth of Massachusetts*  
*Executive Office of Environmental Affairs*  
*100 Cambridge Street, Boston, MA 02202*

Tel: (617) 727-9800

Fax: (617) 727-2754

<http://www.magnet.state.ma.us/envir>

June 19, 1998

Tony Millham  
The Commonwealth of Massachusetts  
Buzzards Bay Project  
2870 Cranberry Highway  
E. Wareham, MA 02538

Re: Otis ANGB License Agreement

Dear Tony:

Please find enclosed a copy of the license agreement approved and executed by the Office of Coastal Zone Management (EOEA) and the USAF.

If you have any questions, feel free to give me a call at (617) 727-9800 ext. 302.

Sincerely,

Mark T. Russell  
Assistant General Counsel

**DOCUMENT TRANSMITTAL COVER SHEET**

**TO: The Commonwealth of Massachusetts**  
**Executive Office of Environmental Affairs**  
**ATTN: Mr. Mark T. Russell**  
**Assistant General Counsel**  
**100 Cambridge Street**  
**Boston MA 02202**

**FROM: AFREA/DR**  
**112 Luke Ave Room 104**  
**Bolling AFB DC 20332-8020**

**SUBJECT: License No. DACA51-3-98-078, Otis ANGB MA**

**REMARKS: Attached is are two fully executed original copies of subject license.**  
**Thank you for your assistance in this matter.**

**SIGNATURE:**



**JULIA A. TALBOTT**

**Realty Specialist**

**DATE: 3 June 1998**



*The Commonwealth of Massachusetts*  
*Executive Office of Environmental Affairs*  
*100 Cambridge Street, Boston, MA 02202*

MARGO PAUL CELLUCCI

GOVERNOR

TRUDY COXE

SECRETARY

Tel: (617) 727-9800

Fax: (617) 727-2754

<http://www.magnet.state.ma.us/envir>

June 1, 1998

Ms. Julia Talbot  
Air Force Real Estate Agency  
112 Luke Avenue - Room 104  
Bolling Air Force Base, DC 20332-8020

Re: License No. DACA51-3-98-078 to the Massachusetts Office of Coastal Zone  
Management

Dear Ms. Talbot:

Enclosed please find five (5) executed copies of the referenced License to the  
Massachusetts Office of Coastal Zone Management for the use of approximately 2.5 acres of  
land at Otis Air National Guard Base, Massachusetts for a term of (5) years beginning June 2,  
1998 and ending June 1, 2003.

Please telephone me upon receipt of the enclosed to confirm execution of License No.  
DACA51-3-98-078. Should you need further information, do not hesitate to contact me at (617)  
727-9800 ext. 302.

Respectfully yours,

Mark T. Russell  
Assistant General Counsel  
Executive Office of Environmental Affairs

DEPARTMENT OF THE AIR FORCE LICENSE  
OTIS AIR NATIONAL GUARD BASE (ANGB)

BARNSTABLE, MASSACHUSETTS

No. DACA51-3-98-078

THE SECRETARY OF THE AIR FORCE, hereinafter referred to as the Secretary, under authority of the General Administrative Power of the Secretary hereby grants to the COMMONWEALTH OF MASSACHUSETTS, EXECUTIVE OFFICE OF ENVIRONMENTAL AFFAIRS (EOEA), REPRESENTED BY THE COASTAL ZONE MANAGEMENT OFFICE AS HEAD OF THE BUZZARDS BAY PROJECT, hereinafter referred to as the Grantee a License for use of approximately 2.5 acres of land at Otis Air National Guard Base (ANGB), Massachusetts over, across, in and upon lands of the United States, as identified in Exhibits "A" and "B", attached hereto and made a part hereof, hereinafter referred to as the premises.

THIS LICENSE is granted subject to the following conditions.

1. TERM

This License is granted for a term of five (5) years, beginning 2 June 1998 and ending 1 June 2003, but revocable at will by the Secretary.

2. NOTICES

All notices to be given pursuant to this License shall be addressed, if to the Grantee, to Executive Office of Environmental Affairs, 100 Cambridge Street, 20th Floor, Boston, Massachusetts 02202; and if to the United States, to the District Engineer, Attention: Chief, Real Estate Division (CENAN-RE-M), Department of the Army, New York District, Corps of Engineers, 26 Federal Plaza, New York, New York 10278-0090 or as may from time to time otherwise be directed by the parties. Notice shall be deemed to have been duly given if and when enclosed in a properly sealed envelope addressed as aforesaid, and deposited, postage prepaid, in a post office regularly maintained by the United States Postal Service.

3. AUTHORIZED REPRESENTATIVES

Except as otherwise specifically provided, any reference herein to "Secretary", "District Engineer", "Installation Commander", or "said officer" shall include their duly authorized representatives. Any reference to "Grantee" shall include any duly authorized representatives.

4. SUPERVISION BY THE INSTALLATION COMMANDER

The use and occupation of the premises shall be subject to the general supervision and approval of the Installation Commander, Otis Air National Guard Base (ANGB), Massachusetts



hereinafter referred to as said officer, and to such rules and regulations as may be prescribed from time to time by said officer.

## 5. APPLICABLE LAWS AND REGULATIONS

The Grantee shall comply with all applicable Federal, State, County and municipal laws, ordinances and regulations wherein the premises are located.

## 6. CONDITIONAL USE BY GRANTEE

The exercise of the privileges herein granted shall be:

- a. without cost or expense to the United States.
- b. subject to the right of the United States to improve, use or maintain the premises.
- c. subject to other outgrants of the United States on the premises.
- d. personal to the Grantee, and this License, or any interest therein, may not be transferred or assigned.

## 7. CONDITION OF PREMISES

The Grantee acknowledges that it has inspected the premises, knows its condition, and understands that the same is granted without any representations or warranties whatsoever and without any obligation on the part of the United States.

## 8. COST OF UTILITIES

The Grantee shall pay the cost, as determined by said officer, having immediate supervision over the premises, of producing and/or supplying any utilities and other services furnished by the Government or through Government-owned facilities for the use of the Grantee, including the Grantee's proportionate share of the cost of operation and maintenance of the Government-owned facilities by which such utilities or services are produced or supplied. The Government shall be under no obligation to furnish utilities or services. Payment shall be made in the manner prescribed by the officer having such jurisdiction.

## 9. PROTECTION OF PROPERTY

The Grantee shall keep the premises in good order and in a clean, safe condition by and at the expense of the Grantee. The Grantee shall be responsible for any damage that may be caused to the property of the United States by the activities of the Grantee under this License, and shall exercise due diligence in the protection of all property located on the premises against fire or damage from any and all other causes. Any property of the United States damaged or destroyed by the Grantee incident to the exercise of the privileges herein granted shall be promptly

repaired or replaced by the Grantee to a condition satisfactory to said officer, or at the election of said officer, reimbursement made therefor by the Grantee in an amount necessary to restore or replace the property to a condition satisfactory to said officer.

#### 10. RESTORATION

On or before the expiration date of this License or its termination by the Grantee, the Grantee shall vacate the premises, remove the property of the Grantee, and restore the premises to a condition satisfactory to said officer. If, however, this License is revoked, the Grantee shall vacate the premises, remove said property and restore the premises to the aforesaid condition within such time as the District Engineer may designate. In either event, if the Grantee shall fail or neglect to remove said property and restore the premises, then, at the option of said officer, the property shall either become the property of the United States without compensation therefore, or said officer may cause the property to be removed and no claim for damages against the United States or its officers or agents shall be created by or made on account of such removal and restoration work. The Grantee shall also pay the United States on demand any sum which may be expended by the United States after the expiration, revocation, or termination of this License in restoring the premises.

#### 11. NON-DISCRIMINATION

The Grantee shall not discriminate against any person or persons or exclude them from participation in the Grantee's operations, programs or activities because of race, color, religion, sex, age, handicap, or national origin in the conduct of operations on the premises. The Grantee will comply with the Americans with Disabilities Act and attendant Americans with Disabilities Act Accessibility Guidelines (ADAAG) published by the Architectural and Transportation Barriers Compliance Board.

#### 12. TERMINATION

This License may be terminated by the Grantee at any time by giving the District Engineer at least ten (10) days notice in writing.

#### 13. ENVIRONMENTAL PROTECTION

a. Within the limits of their respective legal powers, the parties to this License shall protect the premises against pollution of its air, ground and water. The Grantee shall comply with any laws, regulations, conditions, or instructions affecting the activity hereby authorized if and when issued by the Environmental Protection Agency, or any Federal, State, interstate or local governmental agency having jurisdiction to abate or prevent pollution. The disposal of any toxic or hazardous materials within the premises is specifically prohibited. Such regulations, conditions, or instructions in any Federal, State, interstate or local governmental agency are hereby made a condition of this License. The Grantee shall not discharge waste or effluent from the premises in such a manner that the discharge will contaminate streams or other bodies of water or otherwise become a public nuisance.

b. The Grantee will use all reasonable means available to protect the environment and natural resources, and where damage nonetheless occurs from the Grantee's activities, the Grantee shall be liable to restore the damaged resources.

c. The Grantee must obtain approval in writing from said officer before any pesticides or herbicides are applied to the premises.

14. A Preliminary Environmental Impact Analysis and Environmental Baseline Survey Report, Phase I are attached hereto and made a part hereof as Exhibits "C" and "D". This action has been reviewed and qualifies for a Categorical Exclusion from further environmental analysis.

#### 15. HISTORIC PRESERVATION

The Grantee shall not remove or disturb, or cause or permit to be removed or disturbed, any historical, archaeological, architectural or other cultural artifacts, relics, remains or objects of antiquity. In the event such items are discovered on the premises, the Grantee shall immediately notify said officer and protect the site and the material from further disturbance until said officer gives clearance to proceed.

#### 16. DISCLAIMER

This License is effective insofar as the rights of the United States in the premises are concerned; and the Grantee shall obtain any permit or License which may be required by Federal, State, or local statute in connection with the use of the premises. It is understood that the granting of this License does not preclude the necessity of obtaining a Department of the Army permit for activities which involve the discharge of dredge or fill material or the placement of fixed structures in the waters of the United States, pursuant to the provisions of Section 10 of the Rivers and Harbors Act of 3 March 1899 (33 USC 403), and Section 404 of the Clean Waters Act (33 USC 1344).

#### 17. INSURANCE

In the event the Grantee is a self-insurer, the furnishing of an insurance policy shall not apply but the Grantee shall furnish an appropriate certificate indicating that it is a self-insurer.

18. The area will be used to support the Buzzards Bay Project which operates under a federal grant to establish a facility to test and promote alternative septic system technologies for use in Massachusetts.

19. This action has been reviewed with AFI 32-7061, Environmental Impact Analysis and it has been determined that it qualifies for a Categorical Exclusion from further Environmental Analysis. Otis Air National Guard Base, Massachusetts is located in a non-attainment area. This project will not cause or contribute to any new violation of any standard in any area.

20. A Preliminary Environmental Impact Analysis is attached hereto and made a part hereof as Exhibit "C".

21. Also an Environmental Baseline Survey Report, Phase I is attached hereto and made a part hereof as Exhibit "D".


22. That the Government shall have access for ingress and egress to the 2.5 acres from the surrounding Otis Air National Guard Base leased and licensed property.

23. That the Coastal Zone Management Office agrees to pay all costs associated with the project including construction, maintenance and utilities.

25. That the Coastal Zone Management Office agrees to assume all liability associated with this project to include equipment, personnel and environment.

THIS LICENSE is not subject to Title 10, United States Code, Section 2662, as amended.

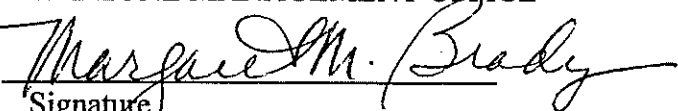
IN WITNESS WHEREOF, I have hereunto set my hand by authority of the Secretary of the Air Force, this 3 day of June 1998

  
WILLIAM E. EDWARDS, DIRECTOR  
Air Force Real Estate Agency

THIS LICENSE is also executed by the Grantee this 1st day of June 1998

COASTAL ZONE MANAGEMENT OFFICE

BY:

  
Signature

MARGARET M. BRADY  
Print or Type Name\

TITLE:

DIRECTOR

Description of Boundary Lines  
for the  
"Alternative Septic System Test Center"  
located at  
Mass. Military Reservation, MA ANG Base, Cape Cod

Beginning at a point, said point being the more westerly gate post in the most northwesterly gate in the existing fence surrounding the old treatment plant area; thence

N 52-52-53 W      A distance of One Hundred Ten and 99/100 feet (110.99') to a point; thence

N 14-14-56 E      A distance of Two Hundred Forty Three and 26/100 feet (243.26') to a point; thence

S 76-50-30 E      A distance of One Hundred Seventy Three and 74/100 feet (173.74') to a point; thence

S 75-23-52 E      A distance of One Hundred Seventy Five and 48/100 feet (175.48') to a point; thence

S 47-09-11 E      A distance of Forty Four and 61/100 feet (44.61') to a point; thence

S 08-50-40 W      A distance of Thirty Four and 03/100 feet (34.03') to a point; thence

S 69-09-36 W      A distance of Twenty Seven and 58/100 feet (27.58') to a point; thence

S 44-48-08 W      A distance of Fifty Three and 47/100 feet (53.47') to a point; thence

S 12-38-38 W      A distance of Sixty Six and 69/100 feet (66.69') to a point; thence

S 07-17-57 W      A distance of One Hundred Sixty Nine and 12/100 feet (169.12') to a point, said point being the more northerly gate post in the most northeasterly gate in the existing fence surrounding the old treatment plant area; thence

N 62-12-54 W      A distance of Two Hundred Sixty Nine and 35/100 feet (269.35') to the point of beginning.

Containing 108,825 square feet, more or less.

Meaning and intending to describe the perimeter of the Alternative Septic Test Center at Otis ANG Base.

INSTRUCTIONS: Section I to be completed by Proponent; Sections II and III to be completed by Environmental Planning Function. Continue on separate sheets as necessary. Reference appropriate form number(s).

RCS: 9207010903

## SECTION I - PROPONENT INFORMATION

1. TO (Environmental Planning Function)

102 SG/EMO

ANG Base, MA 02542-5028

2. FROM (Proponent organization and functional address symbol)

102 FW/CER

2a. TELEPHONE NO

Otis ANG Base, MA 02542-5028

(508) 968-1962

3. TITLE OF PROPOSED ACTION

Outgrant of Real Estate Interest From Lease DACA55-5-75-293, Mod 4. For Buzzards Bay Project

4. PURPOSE AND NEED FOR ACTION (Identify decision to be made and need date)

Request the DAF to provide free of charge 2.5 acres to the Massachusetts Executive Office of Environmental Affairs, Coastal Zone Management, Buzzards Bay Project for the purpose of constructing and operating a Septic System Test Center for five (5) years.

5. DESCRIPTION OF PROPOSED ACTION AND ALTERNATIVES (DOPAA) (Provide sufficient details for evaluation of the total action)

The installation of this Septic System Test Center is adjacent to site of the former waste water treatment plant on Kittredge Road on land leased from the Commonwealth of Massachusetts by the DAF through 30 September 2026.

6. PROPONENT APPROVAL (Name and Grade)

WILLIAM L. STIRLING, GS-12

Deputy Base Civil Engineer

6a. SIGNATURE

*William Stirling*

6b. DATE

10 Oct 97

SECTION II - PRELIMINARY ENVIRONMENTAL SURVEY. (Check appropriate box and describe potential environmental effects including cumulative effects.) (+ = positive effect; 0 = no effect; - = adverse effect; U = unknown effect)

7. AIR INSTALLATION COMPATIBLE USE ZONE/LAND USE (Noise, accident potential, encroachment, etc.)

+ 0 - U

8. AIR QUALITY (Emissions, attainment status, state implementation plan, etc.)

X

9. WATER RESOURCES (Quality, quantity, source, etc.)

X

10. SAFETY AND OCCUPATIONAL HEALTH (Asbestos/radiation/chemical exposure, explosives safety quantity-distance, etc.)

X

11. HAZARDOUS MATERIAL/ WASTE (Use/storage/generation, solid waste, etc.)

X

12. BIOLOGICAL RESOURCES (Wetlands/floodplains, flora, fauna, etc.)

X

13. CULTURAL RESOURCES (Native American burial sites, archaeological, historical, etc.)

X

14. GEOLOGY AND SOILS (Topography, minerals, geothermal, Installation Restoration Program, seismicity, etc.)

X

15. SOCIOECONOMIC (Employment/population projections, school and local fiscal impacts, etc.)

X

16. OTHER (Potential impacts not addressed above.)

X

## SECTION III - ENVIRONMENTAL ANALYSIS DETERMINATION

☒ PROPOSED ACTION QUALIFIES FOR CATEGORICAL EXCLUSION (CATEX) # A2.3 14. OR  
☐ PROPOSED ACTION DOES NOT QUALIFY FOR A CATEX; FURTHER ENVIRONMENTAL ANALYSIS IS REQUIRED.

REMARKS

Action involves transfer of administrative control of AF property, installation of a closed-loop system that is consistent with previous, and no impact on any environmental protocols. Therefore, catex 3.14-Installing on previously developed land, equipment that does not substantially alter land use This includes outgrants to private lessees for similar construction", applies.

ENVIRONMENTAL PLANNING FUNCTION

(Name and Grade)  
STEPHEN M. FAUX, GS-12

19a. SIGNATURE

*Stephen M. Faux*

19b. DATE

10 Oct 97

FORM 813 MAY 93 (EF-V1)

(Perform PROJ THIS FORM CONSOLIDATES AF FORMS 813 AND 814

PAGE

1

OF 2

PAGE(S)

A. There are no facilities located on the proposed site for consideration under the McKinney Homeless Assistance Act.

B. With the demolition of the former Waste Treatment Plant and associated support facilities all asbestos and lead painted materials were removed and disposed of by qualified technicians as of this date.

C. This is to certify that the proposed site described on this form has no historical significance and does not fall within the purview of Executive Order 11593.

D. The air quality control region that Otis ANG Base is located in is in attainment of the ambient air quality control standards. The project will not cause or contribute to any new violation of any standard in any area, will not increase the frequency or severity of any existing violation of any standard in any area, nor will it delay timely attainment of any standard or any required interim emission reduction or other milestone in any area.

**DEPARTMENT OF THE AIR FORCE**  
**MASSACHUSETTS AIR NATIONAL GUARD**

**102D FIGHTER WING**  
**Otis Air National Guard Base**  
**Massachusetts 02542-5028**

**ENVIRONMENTAL BASELINE SURVEY REPORT**  
**PHASE I**

**PROPOSED OUTGRANT OF LAND**  
**FOR USE AS AN**  
**ALTERNATE ON-SITE WASTEWATER TEST FACILITY**  
**FOR THE BUZZARDS BAY PROJECT**

**AUGUST 1997**

**102D ENVIRONMENTAL MANAGEMENT OFFICE**  
**OTIS AIR NATIONAL GUARD BASE, MASSACHUSETTS**



**ENVIRONMENTAL BASELINE SURVEY REPORT  
PHASE I**

**PROPOSED OUTGRANT OF LAND  
FOR USE AS AN  
ALTERNATE ON - SITE WASTEWATER TEST FACILITY  
FOR  
THE BUZZARDS BAY PROJECT**

	PAGE
TABLE OF CONTENTS	
EXECUTIVE SUMMARY	1-2
1.0 PURPOSE OF THE PROPERTY AND SURVEY AREA	3
1.1 Boundaries of the Property and Survey Area	3
2.0 SURVEY METHODOLOGY	
2.1 Approach and Rationale	4
2.1.1 Description of Documents Reviewed	4
2.1.2 Property Inspections	4
2.1.3 Personal Interviews	4
2.1.4 Sampling	5
3.0 FINDINGS FOR SUBJECT PROPERTY	
3.1 History and Current Use	5
3.2 Environmental Setting	5
3.3 Hazardous Substances	5
3.3.1 Hazardous Materials and Petroleum Products	6
3.3.2 Hazardous and Petroleum Wastes	6
3.4 Installation Restoration Program Contamination	6
3.5 Storage Tanks	6
3.5.1 Above Ground Storage Tanks	6
3.5.2 Underground Storage Tanks	6
3.5.3 Pipelines, Hydrant Fueling, and Transfer Systems	6
3.6 Oil Water Separators	6
3.7 Pesticides	6
3.8 Ordnance	6
3.9 Radioactive Wastes	7
3.10 Solid Waste	7
3.11 Groundwater	7

# ENVIRONMENTAL BASELINE SURVEY REPORT

## TABLE OF CONTENTS (CON'T)

	PAGE
3.12 Wastewater Treatment, Collection, and Discharge	7
3.13 Drinking Water Quality	7
3.14 Asbestos	7
3.15 Polychlorinated Biphenyls	7
3.16 Radon	7
3.17 Lead Based Paint	7
4.0 FINDINGS FOR ADJACENT PROPERTIES	
4.1 Land Uses	7
4.2 Surveyed Properties	8
5.0 APPLICABLE REGULATORY COMPLIANCE ISSUES	
5.1 List of Compliance Issues	8
5.2 Description of Corrective Actions	8
5.3 Estimates of Various Alternatives	8
6.0 CONCLUSIONS	
6.1 Facility Matrix	8
6.2 Property Categories	8
6.3 Resources Map	8
7.0 RECOMMENDATIONS	
8.0 CERTIFICATION	
APPENDICES:	
APPENDIX A: Terms	
APPENDIX B: Maps	10
APPENDIX C: Aerial and Site Photos	11
APPENDIX D: References	16
APPENDIX E: Interviews	20
APPENDIX F: Certifications	21
	22

**DEPARTMENT OF THE AIR FORCE  
MASSACHUSETTS AIR NATIONAL GUARD  
102ND FIGHTER WING  
Otis Air National Guard Base  
Massachusetts 02542-5028**

**ENVIRONMENTAL BASELINE SURVEY REPORT  
PHASE 1**

**PROPOSED OUTGRANT OF LAND FOR AN  
ALTERNATE ON SITE WASTEWATER TEST FACILITY  
BUZZARDS BAY PROJECT-COASTAL ZONE MANAGEMENT**

**EXECUTIVE SUMMARY**

**Section 1.0 Purpose of the Environmental Baseline Survey:** The primary purpose for conducting an Environmental Baseline Survey (EBS) is to document the nature, magnitude and extent of any environmental contamination of property considered for acquisition or transfer, lease, sale or any other disposition by the Air Force or Air National Guard. This EBS is a site-specific one for the purpose of OUTGRANTING from the current lease a parcel of land on the Massachusetts Military Reservation to allow for the establishment of an Alternate on-site Wastewater Test Facility identified as the Buzzards Bay Project, sponsored by the Commonwealth's Executive Office of Environmental Affairs, Coastal Zone Management. This parcel would be utilized for the construction and operation of a wastewater septic test center for a period of five (5) years with an alternate for an additional five (5) years if required. This parcel is not required for the operation of the Air National Guard at Otis Air National Guard Base at this time. This parcel is located on land owned by the Commonwealth of Massachusetts, Leased to the Department of the Air Force and Licensed back to the Commonwealth of Massachusetts for use of the Massachusetts Air National Guard. The area to be OUTGRANTED is located within Parcel "H" as identified in Lease Contract No. DACA51-5-75-293, Modification No. 3 and No. 4. Parcel "H", is indicated on the map, Entitled "Property Distribution Of Air Force Leased Area, Otis Air Force Base, Massachusetts--Plan "B".

**1.1 Boundaries of the Property and Survey Area (Map included):** The area to be OUTGRANTED consists of a parcel of land located north of the former base wastewater treatment plant which was completely removed in 1996 and is abutting the new wastewater treatment facility. This parcel is situated within the Massachusetts Military Reservation and the Town of Sandwich, County of Barnstable, Commonwealth of Massachusetts, described as follows:

Beginning at a point, said point being the more westerly gate post in the most northwesterly gate in the existing fence surrounding the old treatment plant area; Thence proceeding N 52-52-53 W a distance of One Hundred Ten and 99/100 feet (110.99') to a point; Thence proceeding N 14-14- 56 E a distance of Two Hundred Forty Three and 26/100 feet (243.26') to a point; Thence proceeding S 76-50-30 E a distance of One Hundred Seventy Three and 74/100 feet (173.74) to a point; Thence proceeding a distance of One Hundred Seventy five and 48/100 feet (175.48') to a point; Thence proceeding S 47-09-11 E a distance for Forty Four and 61/100 feet (44.61') to a point; proceeding S 08-50-40 W a distance of Thirty Four and 03/100 feet (34.03') to a point; proceeding S 69-09-36 W a distance of Twenty Seven and 58/100 feet (27.58') to a point; Thence proceeding S 44-48-08 W a distance of Fifty Three and 47/100 feet (53.47') to a point; Thence proceeding S 12-38-38 W a distance of Sixty Six and 69/100 feet (66.69') to a point; Thence proceeding S 07-17-57 W a distance of One Hundred Sixty Nine and 12/100 feet (169.12') to a point, said point being the more northerly gate post in the most northeasterly gate in the existing fence surrounding the old treatment plant area; Thence N 62-12-54 W a distance of Two Hundred Sixty Nine and 35/100 feet (269.35') to the point of beginning.

Containing 108,825 square feet, or 2.5 acres, more or less. Meaning and intending to describe the perimeter of the Alternative Septic Test Center at Otis ANG Base.

**Section 2.0 Survey Methodology:** In conducting this EBS, documents dealing with the lease were reviewed, as were various Installation Restoration Program (IRP) reports. Additionally, an inspection was made of the property and personal interviews with appropriate civil engineering personnel were conducted.

**2.1 Approach and Rationale:** This survey method was considered to be the best approach, as the subject parcel will be located within the Air Force leased area, (Parcel "H".)

**2.1.1 Description of Documents Reviewed:** The following documents, which pertain to this area, have been reviewed: 1. Lease between the Commonwealth of Massachusetts and the United States of America, Numbered DACA51-5-75-293, dated 1 July 1974 which included the entire Military Reservation; 2. Supplemental Agreement to the above document, identified as Modification No. 3, dated 1 JUL 1976, which identified certain parcels, returning them to the Commonwealth of Massachusetts, but retained parcels "H" and "I"; 3. License No. DACA51-3-84-50, Department of the Air Force to the Commonwealth of Massachusetts, dated 1 Oct 1980, which granted the State the right to the retained parcels for use by the National Guard, and 4. Drawing prepared by Phelps Engineering, Inc, Middlebury, Vt., Titled "Coastal Zone Management, Wastewater Treatment Technology Test Facility, Buzzards Bay Project, Cape Cod, MA , Drawing Number 97019-1 consisting of 11 sheets dated June 13, 1997.

**2.1.2 Property Inspections:** An inspection of the property was conducted by the Environmental Management Office on 14 July 1997.

**2.1.3 Personal Interviews:** Interviews were conducted with applicable Civil Engineering personnel and personnel from the Base Installation Restoration Program Office (IRP).

**2.1.4 Sampling:** Sampling of this parcel was not performed as part of this Environmental Baseline Survey. The subject parcel is located on Otis Air National Guard Base. All the land on Otis ANGB has been the subject of previous Installation Restoration Program studies and analyses. Initial IRP studies were issued by Metcalf and Eddy, Inc in 1983 and by Roy F. Weston, Inc in 1985 as the IRP was initially implemented on just the Otis ANGB portion of the Massachusetts Military Reservation (MMR). When the National Guard Bureau took over the IRP in 1986 and expanded it MMR-wide, all of Otis ANGB was again studied and a Phase I report was issued by HAZWRAP in 1986. This parcel now being outgranted was never identified as an IRP site, needing further review or analysis. Additionally, nothing has been brought to our attention during the ten years the National Guard Bureau ran the IRP at the MMR or since the Air Force took the IRP over in 1996 which identified this parcel as needing further review or analysis.

### **Section 3.0 Findings For Subject Property:**

**3.1 History and Current Use (Including Chain of Title):** The area where the subject parcel is located is immediately north of a security fence which enclosed a domestic sewage wastewater treatment plant which was originally constructed during 1936 and modified in 1940 at the start of World War II. In 1995, the sewage plant was completely removed due to construction of a new facility, and all areas filled in and graded. The security fence remains, and north of the fence, where this test facility is proposed has remained vacant except for a small paved parking area and driveway to the wastewater plant. No other construction was ever on this site. The entire area of the reservation was under a lease to the U.S. Army, from the Commonwealth of Massachusetts. In Nov. 1953, the Army transferred the lease to the Department of the Air Force, including all facilities and utilities. In August 1956 the Air Force negotiated a lease with the Commonwealth of Massachusetts for complete control of the Reservation, and major construction commenced. In 1974 the Air Force withdrew its active force, excessed certain areas, and licensed active areas to the Commonwealth of Massachusetts for use of the Massachusetts Air National Guard. These active areas included parcel "H" which is the location of the subject area of this survey.

**3.2 Environmental Setting:** This parcel is located on vacant land which is completely described as a grassland field. All facilities within the general area were very active since 1940, but this area remained vacant, except for a small parking lot and driveway for sewage plant workman's vehicles.

**3.3 Hazardous Substances:** The parcel being outgranted is located on Otis Air National Guard Base. All the land on Otis ANGB has been subject of previous Installation Restoration Program studies and analysis for hazardous substances. Initial IRP studies

were issued by Metcalf and Eddy, Inc in 1983 and by Roy F. Weston, Inc in 1985 as the IRP was initially implemented on just the Otis ANGB portion of the Massachusetts Military Reservation (MMR). When the National Guard Bureau took over the IRP in 1986 and expanded it MMR-wide, all of Otis ANGB was again studied and a Phase I report was issued by HAZWRAP in 1986. This parcel now being outgranted was never identified as an IRP site, or needing further review or analysis for hazardous substances. Additionally, nothing has been brought to our attention during the ten years the National Guard Bureau ran the IRP at the MMR or since the Air Force took over the IRP in 1996 which identified this parcel as needing further review or analysis for hazardous substances.

**3.3.1 Hazardous Materials and Petroleum Products:** The only hazardous materials and petroleum products stored were at the area of the wastewater treatment plant which was located south of the existing fence.

**3.3.2 Hazardous and Petroleum Waste:** There is no knowledge or records of any hazardous or petroleum waste being on this property.

**3.4 Installation Restoration Program Contamination:** There currently is no report of any contamination that would be the subject of the Installation Restoration Program immediately within the subject parcel. All land on Otis ANGB has been the subject of two IRP Phase I reports which included record searches, site visits, interviews, reports and recommendations. These reports were concluded in 1983 and 1986 and the parcel, which is the subject of this EBS was not identified as a potential contaminated area.

**3.5 Storage Tanks:** There were no storage tanks located within the subject parcel.

**3.5.1 Aboveground Storage Tanks:** There are no aboveground storage tanks located now or in the past within the subject parcel.

**3.5.2 Underground Storage Tanks:** There are no underground storage tanks located now or in the past within the subject parcel.

**3.5.3 Pipelines, Hydrant Fueling, and Transfer Systems:** There are no fuel pipelines, hydrant fueling systems or transfer systems now or in the past on the subject parcel.

**3.6 Oil/Water Separators:** There are no oil/water separators located on the subject parcel of land now or in the past.

**3.7 Pesticides:** There are no records of any application of pesticides within the subject parcel.

**3.8 Ordnance:** There are no records of any ordnance being stored or disposed of on the subject parcel.

**3.9 Radioactive Wastes:** There are no records of any radioactive waste being disposed of in this area.

**3.10 Solid Waste:** There are no records or any signs of solid waste disposal on the subject parcel.

**3.11 Ground Water:** The groundwater under this Massachusetts Military Reservation is part of a sole source aquifer. Plumes of contaminated groundwater flow under the site of the parcel and have been labeled by the IRP office as FTA-1 and CS-10. These plumes are presently being investigated and remedial operations have commenced. These plumes do not effect the ground surface and the base water supply system runs adjacent to the parcel eliminating any requirement for well water for future use of the parcel.

**3.12 Wastewater Treatment, Collection and Disposal:** There are no facilities within the parcel nor have there ever been any facilities for wastewater treatment, collection or disposal.

**3.13 Drinking water quality:** The water supplied to this area is of exceptional quality and is tested monthly. The water mains still exist in the area but replacement might be required, depending on the use of the area.

**3.14 Asbestos:** No asbestos was ever utilized on the parcels and no disposal of any asbestos is known to have been accomplished on this parcel.

**3.15 Polychlorinated Biphenyl's:** There is no record of any PCB accidents or disposal on this parcel.

**3.16 Radon:** No Radon survey has been conducted within this area.

**3.17 Lead-Based Paint:** There are no records of any lead based paint being used, stored or disposed of in this area.

**Section 4.00 Findings for Adjacent Properties:** All the property north of the subject parcel consists of heavy brush and scrub pines and is virgin property except for where the Fire Training area was located (FTA-1) that was responsible for the ground water contamination described above. In addition, there are a few small trails and dirt roads which transverse the area. South of the subject parcel was a former wastewater treatment plant for domestic sewerage. This site was completely demolished in 1996 and the area

has been regraded, topsoiled and seeded. The security fence remains. East of the site is the new wastewater treatment plant and to the west there are the remains of the original sand filter beds.

**4.1 Land Uses:** This parcel and the adjacent property have been owned by the Commonwealth of Massachusetts since 1935. In 1940, the land was leased to the U. S. Army until 1950, when it was transferred to the Department of the Air Force. In 1969 the Air Force vacated the property and assigned the Air National Guard as the caretaker of the property. During this entire period, subject parcel remained vacant.

**4.2 Surveyed Properties:** Subject parcels and the immediate adjacent properties have been surveyed and records reviewed. No contamination is known to exist.

**Section 5.0: Applicable Regulatory Compliance Issues:** There are no regulatory compliance issues on the subject property that may pose a risk or liability to the Department of the Air Force or the Air National Guard or a risk to human health or the environment. An Environmental Notification Form (ENF) was submitted by the proponent, to the Massachusetts Secretary of Environmental Affairs, (MEPA Unit No. EOEA 11200) on June 16, 1997 with all required copies to other Federal, State, County and Town Agencies. A MEPA certificate (Massachusetts Environmental Policy Act) was received by the proponent on July 24, 1997 stating that the project will have minimal impact, will have substantial environmental benefits and does not require the preparation of an Environmental Impact Report. (Refer to Appendix "D" for copies)

**5.1 List of Compliance Issues:** None

**5.2 Description of Corrective Actions:** None

**5.3 Estimates of Various Alternatives:** None

## **Section 6.0 Conclusions:**

**6.1 Facility Matrix:** This parcel is vacant of all facilities. No hazardous materials or wastes are known to have been used or stored on the parcel. Also no storage tanks, asbestos or radon were utilized or detected.

**6.2 Property Categories:** This parcel is considered to be Category 1 (No Storage Occurred).

**6.3 Resources Map:** Refer to attached site plan for property location.

**6.4 Data Gaps:** It is believed that all information in relation to this property has been obtained. No further effort should be required to obtain other records or information.




**Section 7.0 Recommendations:** Based on all findings we are recommending the property to be a Category I and that outgranting of this parcel be approved. The environmental suitability of this parcel is considered excellent for any environmental friendly purpose. There are no other environmental concerns that would require further characterization or remedial action.

**Section 8.0 Certifications:**

**CERTIFICATION OF THIS ENVIRONMENTAL BASELINE SURVEY**

The preparer has conducted this Environmental Baseline Survey on behalf of the U.S. Air Force and the Massachusetts Air National Guard. The preparer has reviewed all facilities following an analysis of information during the record search. The information contained in the survey report is based on records made available and, to the best of the preparer's knowledge, is correct and current as of 20 August 1997.

CERTIFIED

  
CHRISTOPHER M. FAUX

DATE

9 SEPT 97

ENVIRONMENTAL MANAGEMENT OFFICER

102nd Fighter Wing, Otis Air National Guard Base MA

**DESCRIPTION OF AREA SUBJECT TO THIS EBS:** This parcel is identified on the attached site plan included in appendix B. The location of this parcel is within Parcel H as described in real estate document Lease Contract DACA51-75-293, Modification No. 3 and 4 as shown on map entitled "PROPERTY DISTRIBUTION OF AIR FORCE LEASED AREA, OTIS AIR FORCE BASE, MASSACHUSETTS-PLAN B" dated 7 January 1977.

Appendix A: Terms

Appendix B: Maps, see attached

Appendix C: Aerial and Site Photos

Appendix D: References, Phase I, IRP studies, in 1982 by Metcalf and Eddy, and in 1986 study by HAZWRAP.

Appendix E: Interviews or Site Visits

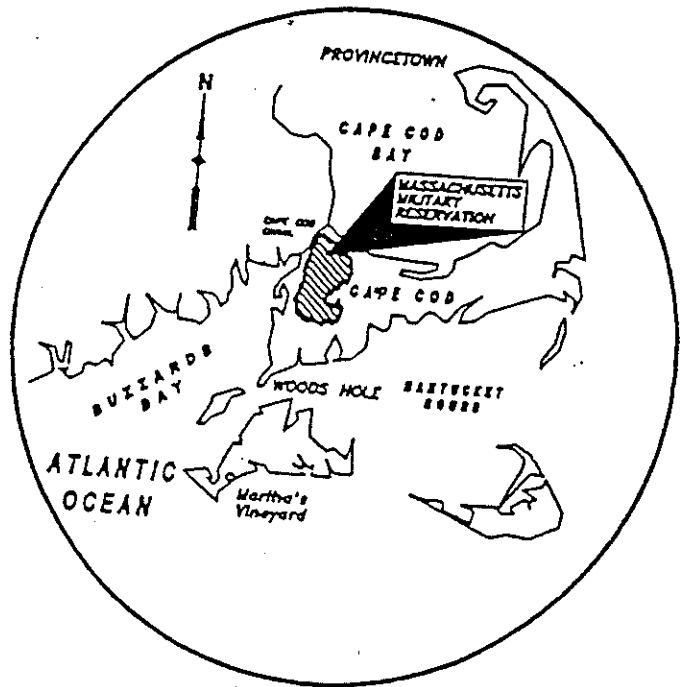
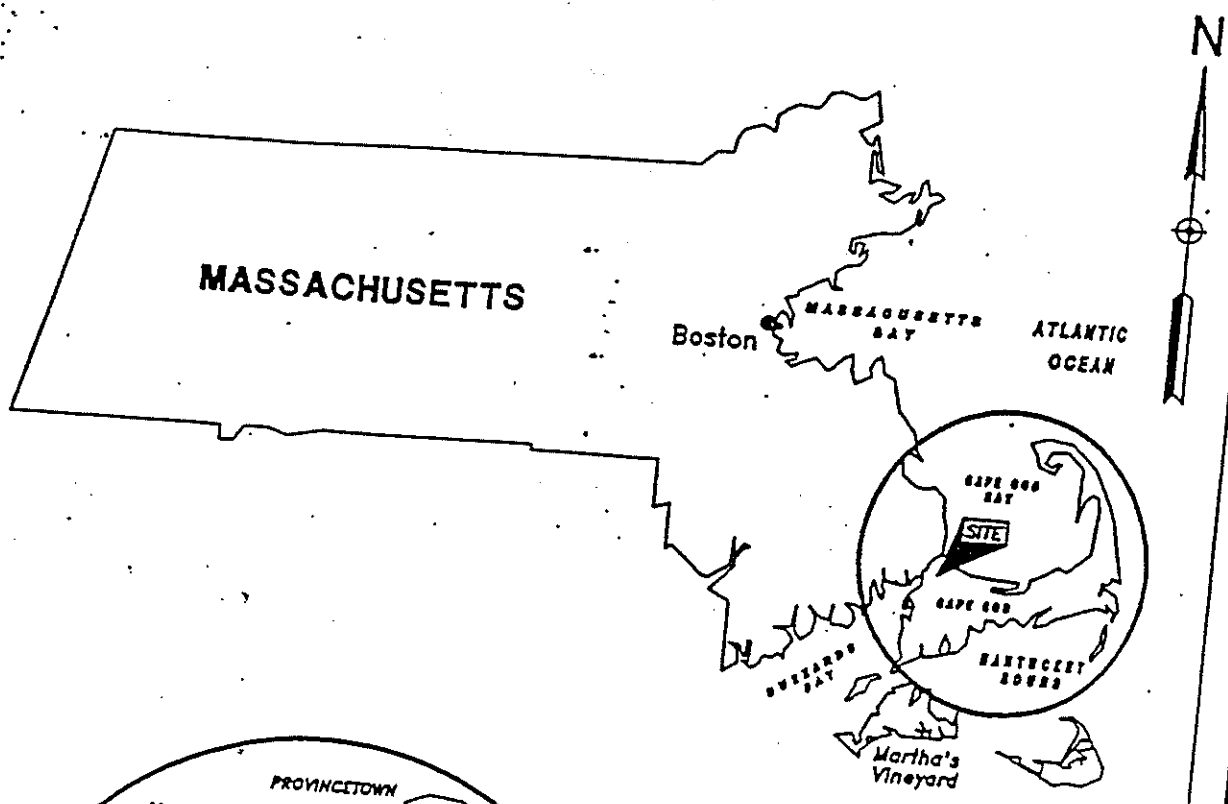
Appendix F: Certifications

## APPENDIX A: TERMS

### ENVIRONMENTAL BASELINE SURVEY REPORT

AFI	Air Force Instruction
ANGB	Air National Guard Base
Category 1	Property Identifier for properties with no record of hazardous material/waste storage or release
Category 2	Property Identifier for properties where only storage has occurred, and no record of release of hazardous material/waste
Category 3	Property Identifier for properties where contamination exists, but below established action levels
CS-10	Chemical Spill Site No.10 at former BOMARC/UTES
DACA	Prefix Used on Contracts Performed by Department of the Army, New York District, Contracting Division
EBS	Environmental Baseline Survey
EOEA	Massachusetts Executive Office of Environmental Affairs
EPA	Environmental Protection Agency
FTA-1	Abandoned former fire training area, No. 1
IRP	Installation Restoration Program
MMR	Massachusetts Military Reservation
NAAQS	National Ambient Air Quality Standards
NPL	National Priorities List
PCB	Polychlorinated Biphenyl

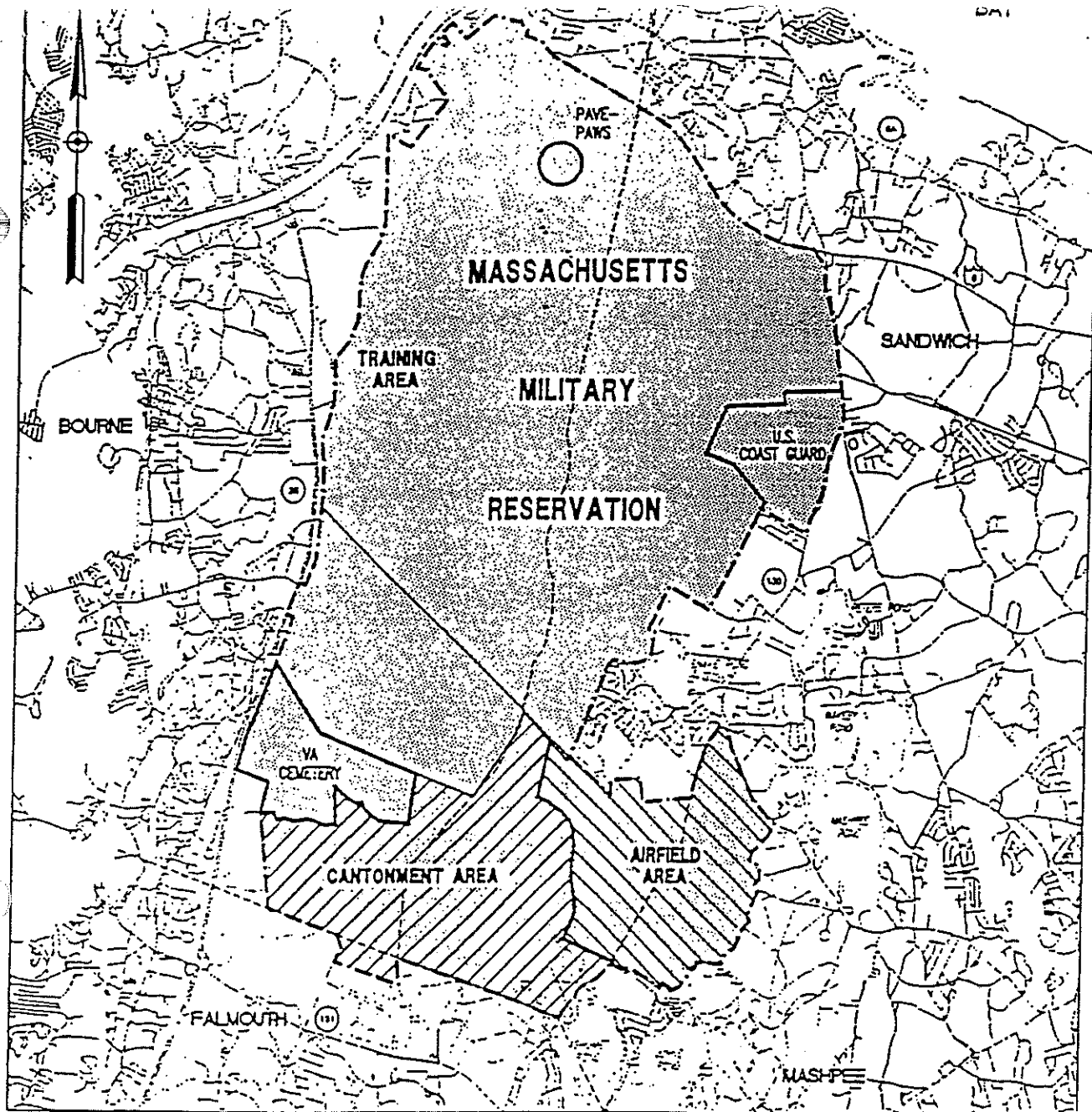
**APPENDIX B - MAPS**



NOT TO SCALE

Source: Micrografx Inc.

VICINITY MAP



# LEGEND

- TOWN BOUNDARY
- INSTALLATION BOUNDARY
- 6 6A US/STATE HIGHWAY
- TRAINING AREA
- CANTONMENT AREA
- AIRFIELD AREA

0 4000 8000 FEET  
1" = 8000'

Source: Massachusetts Military Reservation

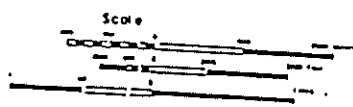
## SITE LOCATION MAP

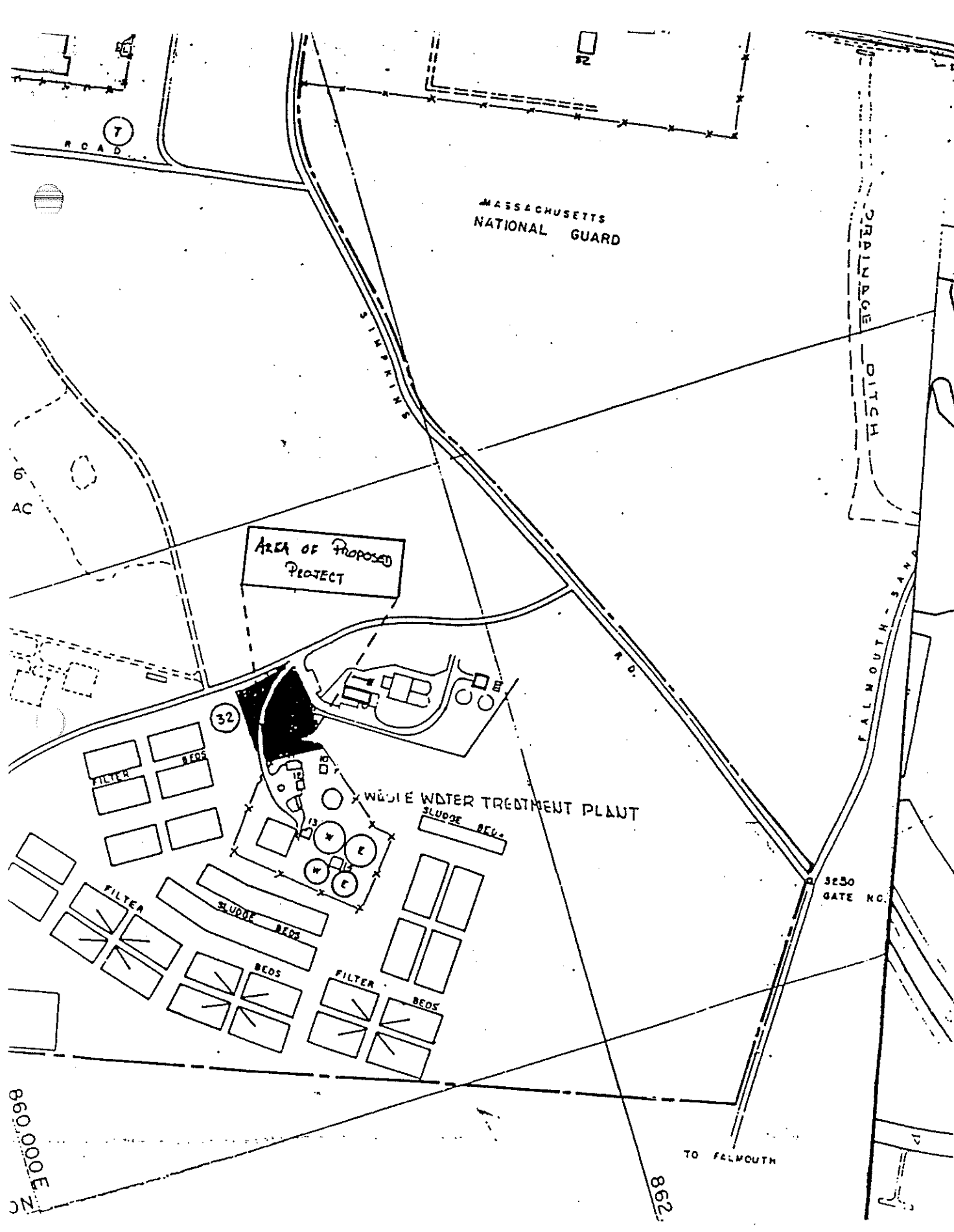


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# LEGEND

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89. Elevation contours	90. Elevation contours
91. Elevation contours	92. Elevation contours
93. Elevation contours	94. Elevation contours
95. Elevation contours	96. Elevation contours
97. Elevation contours	98. Elevation contours
99. Elevation contours	100. Elevation contours





MASSACHUSETTS  
NATIONAL GUARD

AREA OF PROPOSED  
PROJECT

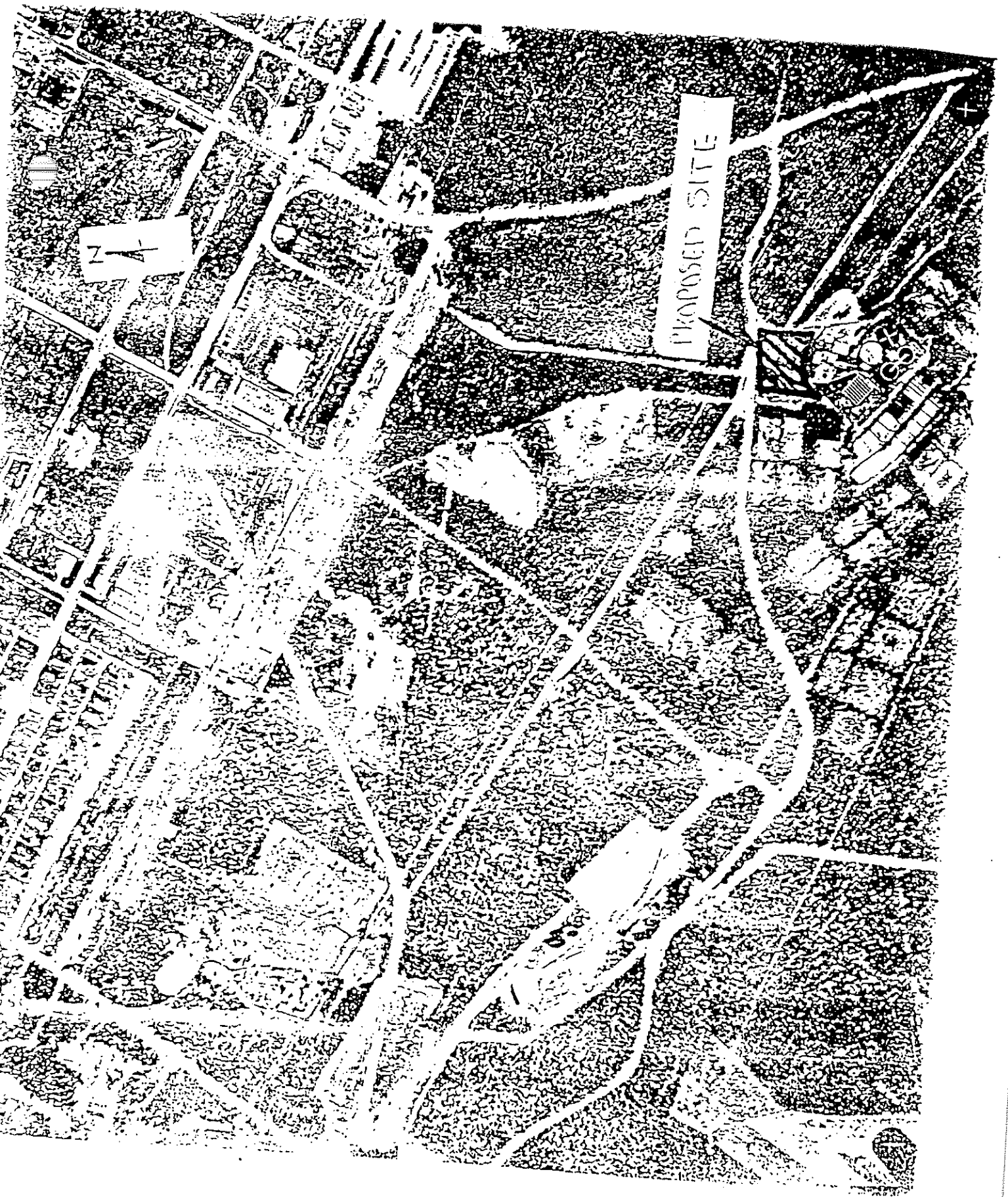
WATER TREATMENT PLANT

3250  
GATE NO.

TO FALMOUTH

## **APPENDIX C - AERIAL & SITE PHOTOS**







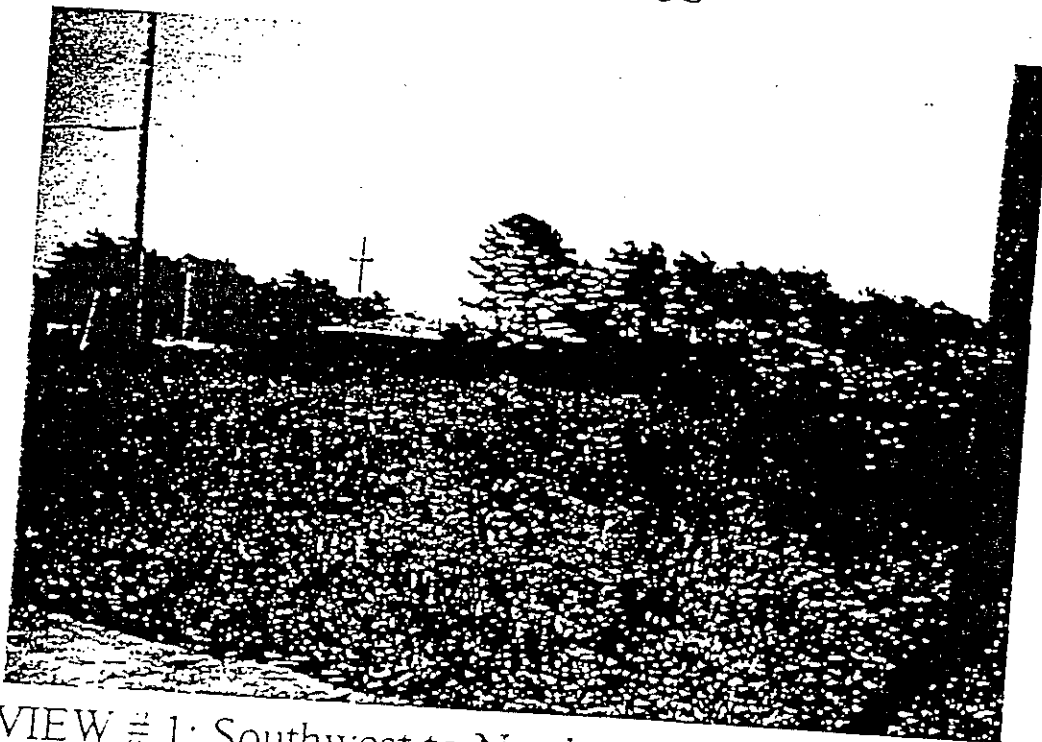
SITE OF NEW OHS ANGR WASTEWATER TREATMENT

SITE OF ABANDONED OHS ANGR WASTEWATER  
TREATMENT PLANT WHICH HAS BEEN COMPLETED  
REMOVED

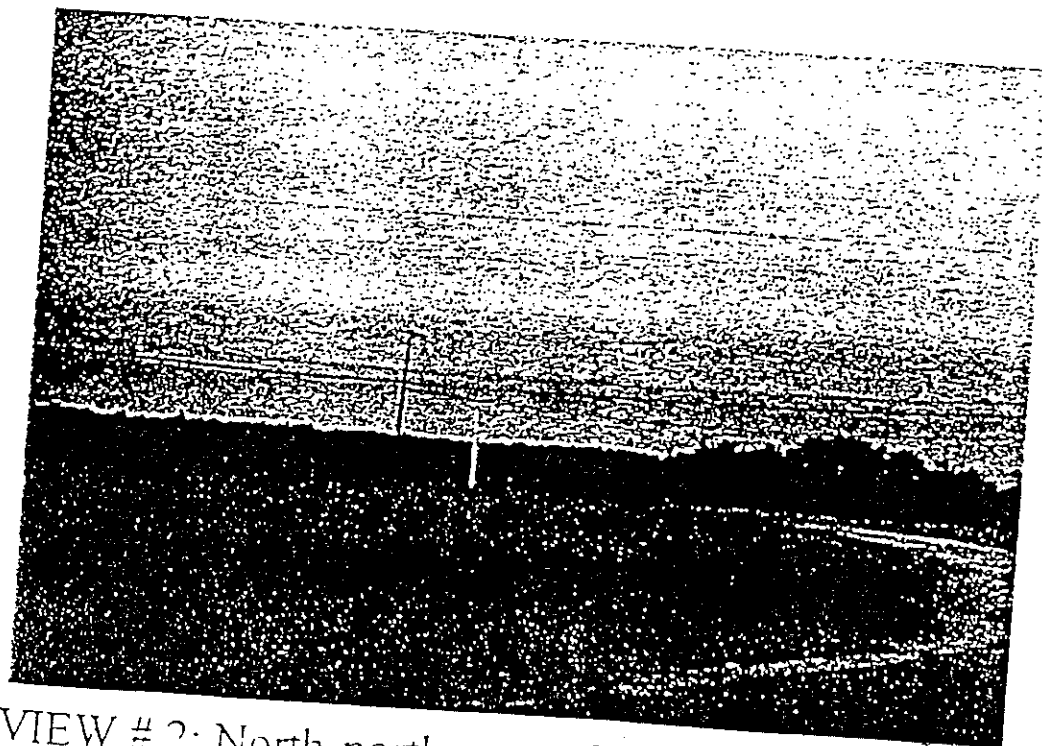
WASTEWATER TREATMENT  
FACILITY

# Environmental Baseline Survey- Buzzards Bay Project

## SITE PHOTOS



VIEW # 1: Southwest to Northeast



VIEW # 2: North-northeast to South-southwest

## APPENDIX D - REFERENCES

1. Installation Restoration Program, Phase I Records Search, Otis Air National Guard Base; January 1983; Metcalf & Eddy, Inc.; Boston, Massachusetts
2. Installation Restoration Program, Phase II - Confirmation / Quantification, Stage I, Otis Air National Guard Base; October 1985; Roy F. Weston, Inc.; West Chester, Pennsylvania
3. U.S. Air Force Installation Restoration Program, Phase I: Records Search; Air National Guard, Camp Edwards (ARNG), U.S. Air Force and Veteran's Administration Facilities at Massachusetts Military Reservation, Massachusetts; Final Report, Task 6; December 1986; HAZWRAP, Oak Ridge National Laboratory; Oak Ridge, Tennessee
4. Environmental Notification Form (ENF) submitted to Massachusetts Secretary of Environmental Affairs
5. Massachusetts Environmental Policy Act (MEPA) certificate received stating no requirement for Environmental Impact Report



ARGEO PAUL CELLUCCI  
GOVERNOR

TRUDY COXE  
SECRETARY

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**CERTIFICATE OF AUTHORITY**

I, Trudy Coxe, hereby certify that I am the Secretary of the Executive Office of Environmental Affairs of the Commonwealth of Massachusetts and that the Office of Coastal Zone Management which executed the foregoing instrument with the United States of America has been duly authorized to execute said instrument on behalf of the Executive Office of Environmental Affairs and the Commonwealth of Massachusetts.

Witness my hand and seal this the 2 day of June, 1998.

Trudy Coxe  
Secretary

Executive Office of Environmental Affairs

*The Commonwealth of Massachusetts*  
*Executive Office of Environmental Affairs*  
*100 Cambridge Street, Boston, MA 02202*



ARGEO PAUL CELLUCCI  
GOVERNOR

TRUDY COXE  
SECRETARY

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**CERTIFICATE OF INSURANCE**

I hereby certify that the Commonwealth of Massachusetts and its subdivisions, including the Executive Office of Environmental Affairs, are self-insured. All claims against the Commonwealth and its subdivisions shall be brought pursuant to Chapter 258 of the General Laws of Massachusetts.

Witness my hand and seal this the 2<sup>nd</sup> day of June, 1998.

A handwritten signature in cursive script, appearing to read "Carol Lee Rawn", written over a horizontal line.

Carol Lee Rawn  
General Counsel  
Executive Office of Environmental Affairs