

**FINAL
TRANSFER AGREEMENT
FOR TRANSFER OF
NAVAL STATION NEW YORK
FORT WADSWORTH SITE
TO
NORTHERN DIVISION
NAVAL FACILITIES ENGINEERING COMMAND**

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SECTION I: INTRODUCTION AND PURPOSE

1. Overview: This Transfer Agreement (TA) documents the responsibilities of the Commanding Officer, Naval Station (NAVSTA) New York and the Commanding Officer, Northern Division, Naval Facilities Engineering Command (NORTHDIV) for the transfer of claimancy of NAVSTA New York, from the Commander in Chief Atlantic Fleet (CLF) to the Commander, Naval Facilities Engineering Command (NAVFAC). The property being transferred is the Fort Wadsworth site of NAVSTA New York. The Fort Wadsworth site includes approx. 83 buildings, 444 units of family housing, a 50-room Navy Lodge, facility infrastructure (utilities), misc support facilities (roads, parking areas, etc.) and 226 acres. This TA does not include Stapleton, Front Street, Floyd Bennet Field or Dayton Manor properties. This TA also does not cover Mitchel Field or Mitchel Manor since these sites are unaffected by BRAC '93 and remain a CLF asset. Operational closure and deactivation of NAVSTA New York is scheduled to occur on 31 August 1994 with the transfer of claimant responsibilities occurring on that same date.

Fort Wadsworth was scheduled to be transferred to US Department of Interior (DOI), Parks Department on 31 August 1994. Due to reconsideration by DOI only 2 months prior to NAVSTA New York closure, numerous layaway items normally performed by the closing activity will be performed by the Caretaker Site Office (CSO) and funded by CLF.

1.1 Background and Authority: NAVSTA New York was identified for closure as a part of BRAC 1993, reference [a]. The Chief of Naval Operations (CNO), by reference [b], has designated NAVFAC as the Navy's agent responsible for caretaker management, environmental restoration, and disposal of Navy real property (i.e., Plant Property Classes 1 and 2) that is closed as a result of BRAC actions and declared excess to the Navy's needs.

1.2 Definitions: Definitions provided here are for the benefit of the reader. Authoritative definitions are provided by references cited.

a. Caretaker - As used in this Transfer Agreement, "caretaker" refers to the actions necessary to protect and maintain facilities in a layaway status. Protection consists of security and fire protection services. Security services are intended to discourage and detect intrusion. Fire protection services are intended to reduce the risk of fire and to ensure an initial response to minimize damage in the event of a fire. Maintenance is limited to identifying critical deficiencies and taking the minimum action necessary to arrest the deficient condition that, if not corrected, may cause structural damage.

b. Caretaker Site Office (CSO) - A CSO is a NAVFAC Engineering Field Division (EFD) detachment established at an activity identified for closure under

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the BRAC Act to manage real property in a caretaker status.

c. Claimancy Transfer - As used in this Transfer Agreement, "claimancy transfer" is the action transferring custody and control of all plant property remaining at NAVSTA New York to NAVFAC.

d. Contracts - Includes all contracts the Host Activity is responsible for, including but not limited to facility support, repair, maintenance, utility, construction, vehicle leases and supply.

e. Facilities - As used by the Navy, facilities include all Class 1 and Class 2 property (i.e., land (improved and unimproved), structures, buildings (permanent and temporary) and utility systems). Facility is synonymous with real property.

f. Host Activity - The command that holds the Class 1 property records and provides support services to tenant commands.

g. Host Claimant - The major claimant of the host command at the closure site.

h. Layaway - As used in this Transfer Agreement, "layaway" is the preparation of facilities for a period of inactivation prior to their disposition. In general, layaway actions secure facilities to prevent unauthorized entry, disconnect or limit utility services, prepare installed equipment and related personal property for storage and correct any critical deficiencies that, if not corrected, may cause structural damage.

i. Minor Property - "Defined as personal property acquired for immediate use and having a unit cost of less than \$5,000; and those personal property items having a unit cost of \$5,000 or more but with a useful life of less than 2 years." Reference [c]

j. Plant Property - "Includes all Navy-owned real property and that realty ...for which accountability is the responsibility of the Navy. The term also includes Navy owned personal property of a capital nature..." Plant property classes are:

- Class 1 - Land
 - Class 2 - Buildings, Structures, and Utilities
 - Class 3 - Equipment other than Industrial Plant Equipment with a value of \$5,000 or more
 - Class 4 - Industrial Plant Equipment with a value of \$5,000 or more.
- Reference [c]

k. Real Property - Another term used for Class 1 and 2 plant property. "...land,

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together with the improvements, structures, and fixtures located thereon and appurtenances thereto...", Reference [f]

l. Related Personal Property - Personal property that is "an integral part of real property or is related to, designed for, or specially adapted to the functional or productive capacity of the real property and removal of this personal property would significantly diminish the economic value of the real property.", Ref [f]

m. Support Agreements - All support agreements between NAVSTA New York and DOD/non-DOD activities (e.g., Mutual Support Agreements, Interservice Support Agreements, Franchise Agreements).

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SECTION II: RELATIONSHIPS AND RESPONSIBILITIES

2. General Requirements : This section details the requirements for the handling of all support agreements, contracts and claims. Unless otherwise specified, NAVSTA New York will terminate all support agreements and contracts on or before transfer of claimancy to NAVFAC. CLF will retain responsibility for all claims submitted or arising prior to transfer of claimancy to NORTHDIV.

2.1 NAVSTA New York and NORTHDIV Joint Requirements : NAVSTA New York and NORTHDIV will do the following:

2.1.1 Contracts : The following contracts will be jointly modified to support CSO operations and be transferred to CSO for contract management

Contract #	Description	Current Exp Date	Option Remaining
93-3850	Solid Waste	31 Aug 94	12 Months
93-3851	Security Vehicles	30 Sep 94	12 Months
94-3803	Fire Alarm Maint.	30 Sep 94	12 Months
92-9162	Facilities/Housing	30 Sep 94	36 Months
94-3800	Grounds Maint.	30 Nov 94	None

Contract #	Description
89-9847	Electric Service
81-8693	Electric Service
89-9841	Gas Service
71-8594	Gas Service
94-9934	Water/Sewer
94-9935	Water/Sewer
90-D-0034	Telephone

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2.1.2 Support Agreements (SAs): Jointly review support agreements for tenants authorized to remain as specified in paragraph 2.2.4.

2.2 NAVSTA New York Requirements : NAVSTA New York will:

2.2.1 Contracts: Terminate all contracts not identified for caretaker operations in paragraph 2.1.1. This includes issuing administrative modifications for each contract that establishes the address within CLF for forwarding the final invoice and closure costs/documents. CLF will retain responsibility for all contract modifications and termination costs incurred prior to transfer of claimancy to NAVFAC whether actually billed prior to transfer of claimancy or not.

2.2.2 Support Agreements (SAs): Terminate all SAs not identified for tenants listed in paragraph 2.2.4 prior to transfer of claimancy to NAVFAC.

2.2.3 Public/Private Ventures (P/PV): There are no P/PV.

2.2.4 Tenants: The following tenants will be permitted to remain past 31 August 94 on a cost reimbursable basis:

- New York Employment Center (JETA)
- Base Redevelopment Corporation
- Navy Lodge
- Coast Guard housing (only families on-board by 15 AUG)
- Army housing (only families on-board by 15 AUG)
- Navy housing (only families on-board by 15 AUG)
- NEXCOM accounting
- Army Reserve Center
- Navy Reserve Center
- SUPSHIP library.

All other tenants will be relocated or disestablished prior to transfer of claimancy to NAVFAC.

2.3 NORTHDIV Requirements : NORTHDIV, will do the following:

2.3.1 Contracts: Assist in determining the most economical way to terminate or modify existing contracts. Work with NAVSTA New York to modify the existing contracts identified in paragraph 2.1.1 to support CSO operations and after modification, accept transfer of contracts to CSO.

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2.3.2 Real Estate Agreements: Terminate all real estate agreements not required for caretaker operations.

2.3.3 Tenants: Transfer existing or negotiate new support agreements for tenants identified in paragraph 2.2.4.

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SECTION III: PLANT PROPERTY, SUPPLIES AND MATERIALS

3. General Requirements : NAVSTA New York will dispose of supplies, material, and personnel property not identified as: 1) related personal property, 2) required to support implementation of a local Redevelopment Plan in accordance with current regulations or 3) required for CSO operations, prior to transfer of claimancy.

3.1 NAVSTA New York and NORTHDIV Joint Requirements : NAVSTA New York and NORTHDIV will do the following:

3.1.1 CSO Operations : Jointly identify any Class 3, Class 4 and Minor property, materials and supplies that will remain at the CSO for caretaker operations.

3.2 NAVSTA New York Requirements : NAVSTA New York will do the following:

3.2.1 Class 1 and 2 Plant Property : Provide funding to layaway facilities (currently estimated at \$1.3M) reference [s] and Table 3.1. Table 3.1 is primarily a guide for NAVSTA New York to use with its tenants and departments however, it is incorporated in the agreement to set the standard for building condition at turn over to CSO. Maintain closed facilities in a caretaker status until transfer of claimancy to NAVFAC. Fully maintain operational facilities until transfer of claimancy to NAVFAC.

3.2.1.1 Real Property Inventory : Validate/up-date real property inventory. Discrepancies between this inventory and NAVFAC's Facilities database will be resolved and an accurate inventory will be provided to NORTHDIV in both hard copy and in an electronic format prior to transfer.

3.2.1.2 Facility Records : All facility records will be inventoried and documentation provided to NORTHDIV prior to transfer of claimancy to NAVFAC. These records include: as-built drawings, utility maps, project documentation, warranties, operation and maintenance manuals, etc. A complete list of documents will be placed at a mutually acceptable location, stored in waterproof containers and inventoried. Records inventory will be provided to CSO prior to claimancy transfer.

3.2.1.3 Real Estate Summary Maps : Verify real estate summary maps.

3.2.1.4 Excess Real Property Report : Prepare and submit to NORTHDIV for approval, McKinney Screening Forms, Standard Forms 118, "Report of Excess Real Property"; 118a, "Buildings Structures, Utilities, and Miscellaneous

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Facilities"; 118b, "Land"; and 118c, "Related Personal Property".

3.2.1.5 Facilities Condition Assessment: Using the latest Annual Inspection Summary (prepared within guidelines of reference [h]), NAVSTA New York and NORTHDIV will mutually agree which deficiencies are critical and should be funded by CLF for correction by NORTHDIV.

3.2.2 Class 3 Plant Property: Dispose and transfer Class 3 Plant Property in accordance with reference [e]. If Class 3 plant property (other than related personal property) is identified to remain, NAVSTA New York will ensure it is properly preserved, packaged and stored. Storage requirements will be coordinated and agreed to by NORTHDIV. All Class 3 Plant Property not required by the CSO or local Redevelopment Authority will be removed prior to transfer of claimancy to NAVFAC.

3.2.2.1 Transportation Equipment and Civil Engineering Support Equipment (CESE): Obtain disposal approval of all transportation equipment and CESE not to be transferred to NORTHDIV as specified in paragraph 3.2.2.2. Disposition of all transportation equipment and CESE under the cognizance of NAVFAC, as identified in reference [c], will be managed by the Transportation Equipment Management Center (TEMC) located at LANTDIV, including transportation equipment and CESE requested by the local Community Redevelopment Authority and disposal via the Defense Reutilization and Marketing Office (DRMO). Relocation of equipment within CLF also requires written TEMC approval.

3.2.2.2 Transfer of Vehicles: Naval Station will transfer to NORTHDIV 15 sedans/pickup trucks (USN numbers to be mutually determined) to support the security and caretaking requirements.

3.2.2.3 Transfer/Disposal Records: Provide to the CSO appropriate transfer/disposal documentation as described in reference [c] for all Class 3 Plant Property remaining after transfer of claimancy to NAVFAC. Complete inventories by storage location will be provided to CSO prior to claimancy transfer and subject to verification at transfer.

3.2.3 Class 4 Plant Property: Ensure that all Class 4 Plant Property not identified to remain will be removed prior to transfer. Disposal of industrial equipment is in accordance with reference [c]. (Note: In 1993, DGSC assumed the Defense Industrial Plant Equipment Center (DIPEC) property management responsibilities.)

3.2.3.1 Transfer/Disposal Records: Provide to the CSO, prior to transfer, the appropriate transfer/disposal documentation as described in reference [c] for all Class 4 Plant Property remaining on the Activity after transfer of claimancy to

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NAVFAC. Complete inventories, by location, will be provided to CSO prior to claimancy transfer and subject to verification at transfer.

3.2.4 Related Personal Property: Provide to CSO prior to transfer a complete inventory, by location, of related personal property that will remain on the Activity in accordance with the requirements of paragraphs 3.2.2 and 3.2.3.

3.2.5 Minor Property: Remove all minor property prior to the transfer of claimancy to NAVFAC unless required by the CSO or the local Redevelopment Authority. Complete inventories, by location, will be provided to CSO prior to transfer of claimancy and is subject to verification at transfer.

3.2.6 Materials and Supplies: Remove all materials and supplies prior to the transfer of claimancy to NAVFAC unless required by the CSO.

3.2.7 Trash and Debris: Remove all trash and debris prior to the transfer of claimancy to NAVFAC.

3.2.8 Historic Facilities and Artifacts: There are numerous facilities designated as historic or potentially historic. No unique action is expected for these facilities. Artifacts designated as historic or potentially historic will be removed prior to transfer of claimancy to NAVFAC.

3.2.9 Official U.S. Mail: All official mail will be terminated or arrangements made for forwarding.

3.3 NORTHDIV Requirements: NORTHDIV, will do the following:

3.3.1 Real Estate Summary Maps: Assist in the verification of real estate summary maps as requested by NAVSTA New York .

3.3.2 Facility Layaway: Layaway vacant facilities utilizing funding provided by CLF. Layaway facilities occupied by authorized tenants as they vacate.

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Table 3.1 Building Check List

1. Conduct a wall-to-wall, personal property, inventory walk through the day of the building transfer to NAVSTA PWD.
2. Close gas station account with NAVSTA Supply Department one week prior to closure.
3. Reconcile accounts with NAVSTA Comptroller one week prior to tenant command closure.
4. Notify NAVSTA Automated Information Services (AIS) in writing 30 days prior to tenant closure; all ADP/Telecommunications equipment must be accounted for.
5. Ensure computers and storage medias are sanitized.
6. Turn in software, references manuals and workbooks to AIS.
7. Turn in all beepers to AIS NLT 12 Aug 94.
8. Provide AIS with forwarding address W/POC for final telephone billing NLT 15 Jul 94.
9. Terminate all contracts.
10. Check with NAVSTA MWR (876-6796 or 816-1331) to ensure no property is in sub-custody.
11. Check with gym manager to ensure no equipment remains on loan.
12. Leave all fire extinguishers secured to present location and charged.
13. Leave all emergency lighting fixtures permanently mounted.
14. Ensure smoke and heat detectors are not disturbed.
15. Complete inventory of all property (furniture, telephones, minor property, etc.)

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16. Provide 2 copies of inventory to PWD. Identify property as follows:

- CAT I Need to support realigning unit/function/ component/weapons systems.
- CAT II Needed to support community reuse/jobs.
- CAT III Available for redistribution.
- CAT IV DRMO items.

17. Ensure key box is organized with all keys properly tagged.

18. Dispose of DRMO items.

19. Dispose of hazardous materials and waste.

20. Disconnect and tag high voltage equipment.

21. Unplug electrical items.

22. Discontinue telephone service (including FAX/data lines).

23. Turn in class B vehicles.

24. Open closet/cabinet doors.

25. Forward or destroy administrative files.

26. Dispose of consumable items not identified to remain.

27. Secure within single locked space or turn into NAVSTA highly pilferable items.

28. Thoroughly clean spaces wall-to-wall.

29. Public Works pre-inspection 2 days prior to building turnover date.

30. Check to ensure no classified materials remain in drawers/cabinets or safes.

31. Unlock safes/vaults and leave combinations taped to outside of safe/vault.

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SECTION IV: FACILITIES LAYAWAY AND CARETAKER REQUIREMENTS

4. General Requirements : NAVSTA New York will be responsible to fund layaway of all facilities and related personal property. General requirements for layaway of excess real property are provided in references [f], [k], [l] and [s]. Facilities layaway will be at Maintenance Level II as described in reference [s].

4.1 NAVSTA New York and NORTHDIV Joint Requirements: NAVSTA New York and NORTHDIV will do the following:

4.1.1 Utilities : Develop a utilities layaway, inspection and certification requirements plan. Copies of utility inspection and certification documentation, when required, will be provided to NORTHDIV 10 days prior to transfer of claimancy to NAVFAC or after inspection certification.

4.2 NAVSTA New York Requirements : NAVSTA New York will do the following:

4.2.1 Facilities Condition Assessment/Correction of Deficiencies : Perform a Facilities Condition Assessment as required by paragraph 3.2.1.5. Those deficiencies deemed to be critical (i.e., will cause serious deterioration to a facility) will be funded by NAVSTA New York prior to the transfer of claimancy to NAVFAC.

4.2.2 Caretaker Requirements : Retain maintenance and caretaker responsibilities for all facilities placed in layaway condition until transfer of claimancy to NAVFAC.

4.3 NORTHDIV Requirements : NORTHDIV will do the following:

4.3.1 Layaway and Caretaker Requirements : Layaway vacant facilities utilizing funding provided by CLF. Layaway facilities occupied by authorized tenants as they vacate.

4.3.2 Caretaker Operations: NORTHDIV will operate a Caretaker Site Office (CSO) and provide reimbursable host functions for authorized tenants.

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SECTION V: SECURITY AND FIRE PROTECTION

5. General Requirements : NAVSTA New York is responsible for security and fire protection of facilities and services up to the time of claimancy transfer to NAVFAC, at which time the CSO will assume these responsibilities.

5.1 NAVSTA New York and NORTHDIV Joint Requirements: NAVSTA New York and NORTHDIV will do the following:

5.1.1 Fire Protection : Fire protection will continue to be provided by the City of New York after transfer of claimancy. Thirty days prior to transfer, NAVSTA will provide to CSO a copy of the agreement with the City of New York for those services.

5.2 NAVSTA New York Requirements : NAVSTA New York will do the following:

5.2.1 Security vehicles/equipment : Provide vehicles listed in paragraph 3.2.2.2. Turnover security equipment as identified by security officer. If any of this equipment is identified for Community re-use, ensure community is aware it will not be made available until after disestablishment of CSO.

5.2.2 Military Security Support: Military security support is being addressed separately.

5.3 NORTHDIV Requirements: NORTHDIV will do the following:

5.3.1 Security: Security will be managed by CSO.

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SECTION VI: ENVIRONMENTAL REQUIREMENTS

6. General Requirements : NAVSTA New York is responsible for complying with all environmental laws and regulations until transfer of claimancy to NAVFAC, at which time the CSO will assume these responsibilities.

6.1 NAVSTA New York and NORTHDIV Joint Requirements: NAVSTA New York and NORTHDIV will do the following:

6.1.1 Permits: Jointly determine which environmental permits will be required to be transferred to the CSO after transfer of claimancy to NAVFAC and which permits should be terminated.

6.1.2 EPA Hazardous Waste Generator Numbers: Jointly determine Hazardous Waste Generator Numbers (EPA ID Numbers) that are to be transferred to CSO after transfer of property to NORTHDIV.

6.2 NAVSTA New York Requirements : NAVSTA New York will do the following:

6.2.1 Permits: Terminate all permits that are not required for caretaker operations after transfer of claimancy to NAVFAC. Permits include, but are not limited to air, water, wastewater, hazardous wastes, solid wastes and discharge.

6.2.2 Hazardous Wastes and Materials: Remove and dispose of all hazardous wastes and hazardous material in accordance with all laws and regulations. Forward all records required to be maintained by New York State Department of Environmental Conservation under 6 NYCRR Part 372 to Base Environmental Coordinator at NORTHDIV.

6.2.3 Petroleum Products and Storage Tanks: Except for gas station near rear gate, remove all petroleum products, wastes, and other material stored in Underground Storage Tanks (USTs) and aboveground storage tanks currently out of service and those that will not remain in service for caretaker requirements. Tanks remaining empty must be cleaned in accordance with all laws and regulations/standards. The unleaded tank at the gas station may remain full for use by CSO. The diesel tank should be emptied.

6.2.4 Polychlorinated Biphenyls (PCB): There are no PCB or PCB contaminated transformers on site.

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6.2.5 Air Emission Credits: Establish/maintain air emission credits as appropriate and transfer those credits to NORTHDIV upon transfer of claimancy to NAVFAC.

6.3 NORTHDIV Requirements : NORTHDIV will do the following:

6.3.1 Permits: Apply for any environmental permits that cannot be transferred from NAVSTA New York and will be required for the CSO after transfer of claimancy to NAVFAC.

6.3.2 National Environmental Policy Act (NEPA): Budget and be responsible for accomplishing all NEPA and other related studies.

6.3.3 Environmental Surveys and Remediation/Closures : Budget and execute all surveys and remediation/closures required by law, regulation or Navy policy for: Asbestos, Radon, Lead Paint, UST, Solid Waste Management Units, PCB Transformers (still in service), Treatment, Storage and Disposal (TSD) Facilities (permitted and interim).

6.3.4 Environmental Compliance Projects: Budget for all Environmental Compliance projects to be executed after transfer of claimancy to NAVFAC.

6.3.5 Installation Restoration Program: Budget and execute the Installation Restoration Program.

6.3.6 Environmental Baseline Survey for Transfer/Lease (EBST/EBSL) : Budget and execute the Environmental Baseline Survey for Transfer (EBST) or Environmental Baseline Survey for Lease (EBSL).

6.3.7 Finding of Suitability for Transfer/Lease (FOST/FOSL) : Budget and execute the Finding of Suitability for Lease (FOSL) and Finding of Suitability for Transfer (FOST).

6.3.8 Additional Studies/Surveys : As necessary budget and execute studies, surveys, mitigation efforts and document preparation for:

Section 106 Process (Archaeological/Cultural Historical Resources)
Wetlands/Floodplains
Endangered Species

6.3.9 Hazardous Waste: Remove and dispose of any hazardous waste generated after transfer of property to NORTHDIV in accordance with all laws and regulations.

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6.3.10 Storage Tanks: Ensure new owners file appropriate change of ownership forms with NY State for all registered tanks.

6.3.11 Gas Station: Accept gas station with unleaded gasoline in tank. Perform necessary actions to temporarily close all tanks at station after gasoline tank is empty.

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SECTION VII: RESOURCES

7. General Requirements : BRAC funds will be utilized for actions associated with the closure and disposal of NAVSTA New York . Unless otherwise specified in this Transfer Agreement, NAVSTA New York will budget for and fund all BRAC related actions that occur up to transfer of claimancy. A combination of Housing, Operations & Maintenance and reimbursed funds will be utilized in providing host functions to the remaining authorized tenants.

7.1 NAVSTA New York and NORTHDIV Joint Requirements: NAVSTA New York and NORTHDIV will do the following:

7.1.1 Civilian Personnel Transfers: There are no civilian personnel to be functionally transferred from NAVSTA New York to NORTHDIV.

7.1.2 Brooklyn Union Gas Connect Charges: There is currently a connection charge outstanding for initial connection to Brooklyn Union Mains. This charge is being addressed separately.

7.1.3 Budget transfer: NAVSTA/CLF will transfer funds for layaway actions in the amount of \$1.3M.

7.2 Manpower Requirements: The minimum staffing levels required for caretaker/disposal and operation (until all tenants transfer) of NAVSTA New York Fort Wadsworth site includes the following:

7.2.1 Caretaker Facilities Staff: The following facilities staff is required to run a normal (no tenants and layawayed facilities) CSO:

<u>Grade</u>	<u>Position/Title</u>	<u>Number</u>	
	Supervisory Engineer	1	GM-13
	Civil Engineer	1	GS-12
	Engineering Technician	2	GS-12
	Contract Specialist	1	GS-12
	Quality Assurance Evaluator	1	GS-11
	Budget Analyst	1	GS-09
	Facilities Maintenance Clerk	1	GS-06
	Secr'y/Property Records	1	GS-05
	Clerk Typist	1	GS-04

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7.2.2 Caretaker Security Staff: The following security staff is required to run a normal (no tenants and layawayed facilities) CSO. These personnel are not required to be on-board CSO until 30 days prior to removal of military security:

<u>Grade</u>	<u>Position/Title</u>	<u>Number</u>	
	Training Officer	1	GS-11
	Canine Police Officer	6	GS-
06/07/08	Police Sergeants	5	GS-07
	Police Officers	12	GS-05

7.2.3 Operational Facilities Staff: Due to the unique circumstances of Fort Wadsworth transfer, numerous tenants will remain on base after transfer to NAVFAC. Therefore, the CSO office must also provide operational support to the tenants and families residing on base. The following facilities staff is required to operate Fort Wadsworth. These positions are in addition to those in paragraph 7.2.1:

<u>Grade</u>	<u>Position/Title</u>	<u>Number</u>	
	Housing Manager	1	GS-12
	Quality Assurance Evaluator	1	GS-11
	Housing	1	GS-09
	Budget Analyst	1	GS-09
	Housing	1	GS-07
	Trouble Desk	3	GS-04

7.2.4 Operational Security Staff: Due to the unique circumstances of Fort Wadsworth transfer, numerous tenants will remain on base after transfer to NAVFAC. Therefore, the CSO office must also provide operational support to the tenants and families residing on base. The following security staff is required to operate Fort Wadsworth. These positions are in addition to those in paragraph 7.2.2 and are also not required until 30 days prior to removal of military security:

<u>Position/Title</u>	<u>Number</u>	<u>Grade</u>
Investigation Officers	3	GS-11
Police Sergeants	1	GS-07
Police Officers	18	GS-05

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Police Clerk

1

GS-05

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SECTION VIII: IMPLEMENTATION

8 General Requirements: NAVSTA New York is responsible for maintaining a Plan of Action and Milestones (POA&M) for the transfer of claimancy to NAVFAC.

The following is a schedule of major events for closure of NAVSTA New York.

<u>Date</u>	<u>Action</u>
Spring 94	- Begin slow down on ordering consumables - Look at credit cards, accounts, etc.
28 Mar/01 Apr 94	- MWR pre-audit assist visit
06 Apr 94	- Close ServMart at FISC Det
30 Apr 94	- Close MAA
11 May 94	- USS CLIFTON SPRAGUE (FFG 16) departs
23 May 94	- USS OLIVER HAZARD PERRY (FFG 7)
26 May 94	- Branch Medical Clinic last patient day
27 May 94	- Branch Dental Clinic last day for routine patient care
31 May 94	- Close all MWR Class C activities - Disestablish weapons functions (N1)
01 Jun 94	- USS NORMANDY (CG 60) departs
2-8 Jun 94	- Fleet Week
08 Jun 94	- Close Stapleton pier/Harbor Ops - Close Stapleton MWR - CEASE MISSION
27 Jun 94	- Pier Deactivation Ceremony
30 Jun 94	- Close/relocate SUPSHIP Detachment
01 Jul 94	- Close SURFGRU 6 Detachment - Disestablish FTSC LANT (Previously MOTU 16) - All accounts rectified and bills finalized - Notify NYC of impending NAVSTA status change
15 Jul 94	- MWR terminal audit - Close NTCC - Close/relocate SIMA to Earle NJ - Close FISC Norfolk Detachment - Close all MWR Class B activities

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22 Jul 94	- Disestablish MWR (N8)
17 Aug 94	- Close Safety Office (N007)
19 Aug 94	- Close Environmental Division (N4)
31 Aug 94	- Flag lowering ceremony for NAVSTA NY
	- OPERATIONAL CLOSURE
	- Caretaker Site Office (CSO) assumes responsibility

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SECTION IX: AGREEMENT

NAVSTA New York and NORTHDIV hereby agree to the Transfer Agreement.

NAVSTA New York

R. J. Horne 8/19/94
R. J. Horne Date
CAPT, USN

NORTHDIV

W. A. Waters 8/18/94
W. A. Waters Date
CAPT, CEC, USN

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ANNEX A: REFERENCES

- [a] Public Law 101-510, The Base Realignment and Closure Act of 1990, as amended.
- [b] CNO Message 162120Z MAR 93, "Major Claimancy for Base Disposal (Base Closure 020)"
- [c] NAVCOMP Manual, Volume 3, Chapter 6, "Plant Property and Other Navy Property"
- [d] OPNAVINST 5400.42 dtd 3 Oct 88 "Economic Adjustment Assistance to Defense-Impacted Communities", (Transmits policies and procedures of DOD Directive 5410.12 of 22 Dec 87)
- [e] DOD 4000.25-1-M, Chapter 10, "Installation Closure Procedures"
- [f] Federal Property Management Regulations, 41 CFR Ch. 101-47 (7-1-91 Edition)
- [g] NAVFAC P-164, "Detailed Inventory of Naval Shore Facilities" Current Edition.
- [h] NAVFAC MO-322, Vols I, & II; "Inspection of Shore Facilities", Current Edition
- [i] OPNAVINST 11010.34B, "Instructions for Preparation and Submission of the Type "A" Annual Inspection Summary and Narrative Assessment", dtd 11 Feb 87
- [j] CNO Message 270625Z MAR 93, "Implementation of 1993 Closures and Realignments (Base Closure 021)"
- [k] NAVFAC MO-300, "Inactivation, Caretaker Maintenance, Reactivation, and Closure of Shore Facilities", dtd Aug 1990
- [l] USACERL Technical Report M-91/23, Vols I & II, "Layaway Procedures for U.S. Army Facilities", dtd July 1991
- [m] CNO ltr 11000 Ser 44E/2U600671 of 20 Feb 1992, Subj: "Environmental Documentation for Disposal of Bases to be Closed in Compliance with the Base Closure and Realignment Act of 1992"
- [n] OPNAVINST 5090.1A, "Navy Environmental and Natural Resources Program Manual", dtd 2 Oct 1990

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- [o] Public Law 92-205, Endangered Species Act
- [p] Public Law 92-500, Clean Water Act
- [q] Public Law 86-797, Sikes Act
- [r] E.O. 11990, Protection of Wetlands
- [s] Facility Layaway and Caretaker Maintenance Standards, NAVFACENGCOM Jan 1994
- [t] Title XXIX- Defense Base Closure and Realignment Act including Prior Amendments

EASEMENT FOR ROAD, STREET, AND BRIDGE

The proposed location of the Verrazzano-Narrows Bridge and approaches would place the west terminus through the central portion of Fort Wadsworth. The Staten Island Toll Plaza and approach to the bridge necessitates the taking of some property from the post. The area lost consists of an easterly-westerly strip, roughly bisecting the site into two segments, the unity being maintained by sufficient easements through the Outgrant providing adequate roadways passing under the elevated bridge approaches to maintain adequate traffic circulation between the two portions.

Of the total existing land area of 226 acres, the Outgrant parcel for the bridge approaches consists of 23.47 acres (Parcel "A"). An additional area of 1.06 acres (Parcel "B") is taken for widening of Lily Pond Avenue on the westerly boundary of the post. Bordering each parcel is a 50 foot wide buffer strip. This restricted-use area totals 7.1 acres adjacent to Parcel "A", and 1.36 acres adjacent to Parcel "B". The net unrestricted usable area for the post is therefore reduced from 226 acres to 193.01.

EXTRACT

CONTRACT NO. DA-30-075-ENG-7931

THE UNITED STATES OF AMERICA

with

THE PORT OF NEW YORK AUTHORITY and TRIBOROUGH BRIDGE AND TUNNEL AUTHORITY

The Secretary of the Army, under and by virtue of the authority vested in him by Title II, First War Powers Act (50 USC 611) as amended and Executive Order 10210, 2 February 1951 and Title 10 USC 2668 hereby grants to The Port of New York Authority, a body corporate and politic created by compact between the States of New Jersey and New York, with the consent of Congress of the United States, with its principal office at 111 Eighth Avenue in the Borough of Manhattan, City, County and State of New York, hereinafter designated as the grantee, an easement for a right of way for road, street and bridge purposes over, across, in and upon lands of the United States and described as follows:

PARCEL A: All those certain lots, pieces, or parcels of land situate, lying and being in the County of Richmond, City and State of New York, being a part of the Fort Wadsworth Military Reservation, bounded and described as follows:

Beginning at a point designated as Point 24 on a certain map of Fort Wadsworth entitled "Master Plan for Re-development - Reservation Boundary Map," drawn by Madigan-Hyland, dated 1 June 1956 and bearing File No. 7072-323 in the Office of the District Engineer of the New York District of the Corps of Engineers, U. S. Army, and being Drawing No. 18-04-02, Sheet 3 of 29, which point is marked by a monument designated as Monument "E" on said map; running thence (1) N 66°52'19" E more or less, along a course parallel to and distant 108.50 feet northerly from a line drawn between two monuments designated as Monument "A" and Monument "B" on said map, a distance of 802.25 feet more or less, to a point in the easterly exterior line of Fort Wadsworth Reservation, said exterior line being the U. S. Pierhead and Bulkhead Line;

thence (2) along said exterior line and the U.S. Pierhead and Bulkhead Line S 9°00' E, more or less, 223.77 feet more or less, to a point; thence (3) through lands of said Reservation S 66°52'19" W, more or less, 747.63 feet, more or less, to a point which is in a line drawn in continuation of course (14) hereinafter described, said course (3) being parallel to and distant 217.00 feet southerly from course (1) hereinbefore described; thence (4) at right angles to course (3) S 23°07'41" E more or less, 27.50 feet to a point; thence (5) at right angles to course (4) S 66°52'19" W more or less, 1,273.77 feet to a point; thence (6) S 82°21' W more or less, along a course which forms an interior of 164°31'19" with course (5), a distance of 540.48 feet more or less, to a point in the westerly line of lands of said Fort Wadsworth Reservation, said point being distant 461.7 feet more or less, measured along a course having a bearing of N 28°43'10" W, from a monument in said exterior line, said monument being in the northerly line of Richmond Avenue, also known as McClean Avenue; thence (7) along said westerly exterior line of said Reservation N 28°43'10" W 345.00 feet more or less to a monument; thence (8) S 65°11'10" W 197.50 feet to a monument in the easterly line of Tompkins Avenue; thence (9) at right angles to Tompkins Avenue, S 61°41'20" W 30.00 feet to a monument in the westerly exterior line of said Reservation and in the center line of Tompkins Avenue; thence (10) still along said exterior line and along the center line of Tompkins Avenue N 28°18'40" W 775.00 feet more or less to a point in said line; thence (11) through the lands of Fort Wadsworth Reservation S 69°07'15" E more or less, along a course which forms an interior angle of 199°52'45" with course (12) hereinafter described, a distance of 1,194.00 feet more or less, to a point; thence (12) S 89°00' E more or less, along a course which forms an interior angle of 204°07'41" with course (13) hereinafter described, a distance of 365.32 feet, to a point; thence (13) N 66°52'19" E more or less, and parallel to course (1) hereinbefore described, a distance of 933.40 feet, to a point; thence (14) at right angles to course (13) S 23°07'41" E more or less, 27.50 feet to the point or place of beginning.

Containing 23.47 acres, be the same more or less.

PARCEL B: Beginning at a point formed by the intersection of the southerly side of McClean Avenue as adopted by the Board of Estimate and Apportionment of the City of New York on March 1, 1935, and the easterly side of Lily Pond Avenue, as formerly established, the said point of beginning having the coordinate values of S 21532.227 W 5786.856 in a system established by the U.S. Coast and Geodetic Survey for the Borough of Richmond, and running thence (1) N 66°36'41" E, along the said southerly side of McClean Avenue, 30.36 feet to the easterly side of Lily Pond Avenue as shown on Map No. 2840 entitled "Map Establishing a Change in the Lines and Grades of Lily Pond Avenue from McClean Avenue to Seaside Boulevard in Section 13," dated June 30, 1935 and filed in the office of the President of the Borough of Richmond; thence (2) S 31°28'00" E along the said easterly side of Lily Pond Avenue as shown on said Map No. 2840, 1044.18 feet to a point; thence (3) southerly along a curve to the right having a radius of 59.35 feet, and tangent to the preceding course, along the said easterly side of Lily Pond Avenue as shown on said Map No. 2840, 88.34 feet to the said easterly side of Lily Pond Avenue as formerly established; thence (4) N 30°49'26" W, along the said easterly side of Lily Pond Avenue as formerly established, 1115.72 feet to the said southerly side of McClean Avenue as adopted, which is also the said point or place of beginning; being the westerly strip of lands of the United States Government Military Reservation at Fort Wadsworth lying in the bed of Lily Pond Avenue as shown on said Map No. 2840.

Containing 1.06 acres, be the same more or less.

ANNEX F

Reserving to the grantor rights of passage and re-passage and of maintenance over, upon and across three certain roads under the bridge to be constructed and which said roads intersect the property described in Parcel A, together with the right to construct, use and maintain, utilities and other facilities in the bed of said roads, separately described as follows:

PARCEL I - NEW YORK AVENUE: Beginning at a point in the thirteenth course of the above description of Parcel A, said point being distant 371.51 feet more or less measured along said course from the starting point of said course; running thence (1) along said thirteenth course N 66°52'19" E more or less, 100.58 feet to a point in same; thence (2) S 29°17'41" E more or less, 273.58 feet more or less, to a point in the fifth course of said description of Parcel A; thence (3) along said fifth course S 66°52'19" W more or less, 100.58 feet to a point in same; thence (4) N 29°17'41" W more or less, 273.58 feet more or less; to the point or place of beginning.

Containing 0.61 acres, be the same more or less.

PARCEL II - HUDSON ROAD: Beginning at a point in the first course of the above description of Parcel A, said point being distant 337.20 feet more or less measured along said first course from the starting point of said first course; running thence (1) along said first course N 66°52'19" E more or less, 51.03 feet to a point in same; thence (2) S 11°36' E more or less, 221.47 feet more or less, to a point in the third course of said description of Parcel A; thence (3) along said third course S 66°52'19" W more or less, 51.03 feet to a point in same; thence (4) N 11°36' W more or less, 221.47 feet more or less, to the point or place of beginning.

Containing 0.25 acres, be the same more or less.

PARCEL III - FORT WEED ROAD: Beginning at a point in the first course of the above description of Parcel A, said point being distant 545.32 feet more or less measured along said first course from the starting point of said first course; running thence (1) along said first course N 66°52'19" E more or less, 53.06 feet to a point in same; thence (2) S 3°33'41" E 145.06 feet to a point; thence (3) S 48°33'41" E 28.00 feet to a point; thence (4) S 23°48'15" W 80.58 feet more or less to a point in the third course of said description of Parcel A; ~~thence (5) along said third course S 66°52'19" W more or less,~~ 73.22 feet to a point in same; thence (6) N 23°48'15" E 97.50 feet to a point, thence (7) N 48°33'41" W 12.14 feet to a point; thence (8) N 3°33'41" W 148.00 feet more or less to the point or place of beginning.

Containing 0.29 acres, be the same more or less.