



**Comments on the April 27, 2012 Draft Programmatic Agreement for the  
BRAC Closure of Walter Reed Army Medical Center (WRAMC)**

**May 16, 2012**

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Dr. Beverley Wheeler

Evelyn Wrin

945 G Street, N.W.

Washington, D.C. 20001

202.681.0225

[info@committeeof100.net](mailto:info@committeeof100.net)

The Board of Trustees of the Committee of 100 on the Federal City voted on May 9, 2012 to authorize me to present comments on the April 27, 2012 draft programmatic agreement for the Walter Reed Army Medical Center. In addition, they voted to authorize George R. Clark, Esq., the Chairman of the Committee of 100, to sign on its behalf as a concurring party.

For most part, we are very pleased with the changes that have been made to the PA. The April 27, 2012 version incorporates many suggestions that we made to the November 3, 2011 draft and includes other improvements. We especially appreciate the additional inclusions of consulting parties in reviewing future plans and programs, and understand that this includes organizations and individuals who are interested but not necessarily signing as concurring parties.

Here are our more specific comments (recommendations for changes are in italics):

**Buildings 8 and 9:** We are concerned about the new language in the **second Whereas** and item **XI. In the Event of the Termination of Ground Leases on Buildings 8 and 9**, which were not included in the previous versions of the PA. The second Whereas says that Buildings 8 and 9 properties are under a 50 year ground lease through a partnership between the Army and a "private entity." We understand that these buildings were not part of BRAC and that there are currently about 45 years remaining on the lease, although this could change and if so Item **XI** would apply. Item **XI** specifies that in the event of the termination of the Ground Leases on Buildings 8 and 9, while the PA is in effect, "these two properties will become part of this undertaking." It further specifies that the Army would, among other things, submit to the SHPO an amendment to the National Register nomination to include them either independently or as a contributing resource. Our understanding is, however, that these properties are currently included in the DCPL's Walter Reed landmark nomination and should be included in the Army's historic district nomination. Hence, *the language of XI should be clarified to indicate that the two buildings WILL be included in the WRAMC Historic District nomination and subject to the same conditions under the DC Historic Preservation Act as the other properties in the district.*

**I. Interim Property Maintenance.** We appreciate the expanded language in **I.E**, concerning repairs to damage to character-defining features. However, we feel that *the language of the November 2011 draft should be retained, that is the condition of historic properties on September 11, 2011 (rather than “the effective date of this agreement).* We also feel that *the provision should require that the consulting parties will be consulted along with the SHPO when the Army considers mitigation for more significant damage.* We appreciate the addition of **I. F**, for reporting on any damage and repairs.

**VI. Photographic Documentation.** We appreciate the expanded language to require that the photographs meet HABS/HAER/HALS Photography Standards and to make high resolution digital scans available to all interested consulting parties. We do question whether 70 – 100 photos will be sufficient.

**VII. Interpretive Materials.** We appreciate most of the changes made in this section. We feel, however, that *such materials should also include, as we previously requested, an informational and illustrative brochure.* We are also concerned about the implementation and future status of the heritage trail walking tour with interpretive panels. While we understand that it is not possible to be specific at this point about the details of the tour and panels, we feel that there should at least be a *requirement that a draft of the materials should be reviewed by the SHPO and consulting parties. Also, there needs to be an additional provision that indicates that whoever accepts the transfer will be responsible for maintaining the tour/panels in the future, after the Army has transferred the land.* [Note – this could be for a specified period of time, if not in perpetuity.]

**VIII. WRAMC Existing Conditions Document.** We especially appreciate this new section, which we had requested in our comments on the November draft PA. These documents will be extremely important as future decisions are made about the historic properties at WRAMC.

**IX. Website.** We also appreciate this addition, which we had requested. However, *we feel that it should be maintained after the transfer – if not by the Army, then by the SHPO or another willing/suitable agency or organization.*

**X. Environmental Remediation.** We strongly object to the new language, which puts this PA and the National Historic Preservation Act completely subordinate to the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA). We understand the need to protect human health and environment; indeed, under the National Environmental Protect Act (NEPA), historic and cultural resources are also part of the environment, which Federal agencies must take into account. We feel that the Army can and should explore ways to protect the historic properties. Indeed, there is no reason to eliminate the requirement (in the November draft PA) to consult with the SHPO and other consulting parties in seeking ways to avoid, minimize or mitigate these adverse effects. Clearly, if no reasonable mitigating measures can be identified, the Army could take actions that are necessary to protect human health. We suggest the following compromise wording which should meet the Army’s concerns:

*In the event that environmental remediation is required prior to transfer and historic properties may be affected, the Army shall solicit input from the SHPO and consulting parties during the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) decision making process on ways to avoid, minimize or mitigate these adverse effects. Through the CERCLA process, the Army shall take remediation actions necessary to assure protection of human health and the environment and when possible, implement measures to avoid, minimize or mitigate adverse effects on historic properties.*

**XIII. Anti-Deficiency Act.** We understand the legal need for this language, and hope it will not impede implementation of this PA. We therefore appreciate the addition of the new last sentence concerning making “reasonable and good-faith efforts to seek funding for implementing the stipulations of this PA.”

**XIV. Status Reports.** We appreciate the addition of language requiring the posting of the annual status report on the Army’s BRAC website, as we had requested. However, *we do not agree that an annual meeting would suffice for the annual report and recommend that this provision be deleted.*

Thank you again for the opportunity to comment on the Draft PA.

A handwritten signature in black ink, appearing to read "Loretta N.", is centered on the page. The signature is fluid and cursive.

Loretta Neumann, Trustee  
Committee of 100 on the Federal City  
Home address:  
7124 Piney Branch Road NW  
Washington DC 20012  
(202) 882-9274