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**Resource Conservation and Recovery Act (RCRA)
Contingency Plan for
Hazardous Waste Treatment, Storage, and Disposal Units
at the Oak Ridge Y-12 Plant**

**Environmental Management Department
Health, Safety, Environment, and Accountability Organization**

**Prepared by the
Oak Ridge Y-12 Plant
Oak Ridge, Tennessee 37831
Managed by
MARTIN MARIETTA ENERGY SYSTEMS, INC.
for the
U.S. DEPARTMENT OF ENERGY
under contract DE-AC05-84OR21400**

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**RESOURCE CONSERVATION AND RECOVERY ACT (RCRA)
GENERAL CONTINGENCY PLAN FOR
HAZARDOUS WASTE TREATMENT, STORAGE, AND DISPOSAL UNITS
AT THE OAK RIDGE Y-12 PLANT**

GENERAL FACILITY DESCRIPTION

The Oak Ridge Y-12 Plant was built by the U.S. Army Corps of Engineers in 1943 as part of the Manhattan Project and given the original mission of separating the fissionable isotope of uranium by the electromagnetic process. After World War II, the electromagnetic process was discontinued in favor of the more economical gaseous diffusion process. In recent years, the Y-12 Plant staff has developed this facility into a highly sophisticated manufacturing and developmental engineering organization.

The U.S. Department of Energy (DOE) owns and operates the Y-12 Plant. Martin Marietta Energy Systems, Inc., co-operates and manages the Y-12 Plant. Since 1984, the facility has been managed by Martin Marietta Energy Systems, Inc. personnel, under a prime contract with the U.S. DOE. The contract is administered by personnel at the DOE, Oak Ridge Operations.

The Y-12 Plant occupies approximately 800 acres in Anderson County, Tennessee, and is located southwest of the city of Oak Ridge. The site employs approximately 4,000 people, including employees of the Oak Ridge National Laboratory assigned to the Y-12 Plant. Two surface streams, East Fork Poplar Creek and Bear Creek, border the facility on the south, east, and southwest sides of the plant. There is access to the Y-12 Plant, controlled on Bear Creek Road, on the north side of the facility, indirect access from Scarboro Road on the east side of the facility, and indirect access to the facility on the south side via Bethel Valley Road. A controlled access road from Bethel Valley Road by way of Mt. Vernon Road is located on the southwest side of the site.

It is the mission of the Y-12 Plant to serve as a key manufacturing technology center for the development and demonstration of unique materials, components, and services of importance to the DOE and the nation. This is accomplished through the reclamation and storage of nuclear materials, manufacture of nuclear materials, manufacture of components for the defense capabilities of the nation, support to national security programs, and services provided to other customers as approved by DOE.

GENERAL INFORMATION

The Y-12 RCRA Contingency Plan will be continually reviewed and revised if any of the following occur: the facility permit is revised, the plan is inadequate in an emergency, the procedures herein can be improved, the operations of the facility change in a way that alters the

plan, the emergency coordinator changes, or the emergency equipment list changes. Copies of the Y-12 Emergency Management Plan are available at the Plant Shift Superintendent's Office and the Emergency Management Office. This document serves to supplement the Y-12 Emergency Management Plan to be appropriate for all RCRA hazardous waste treatment, storage, or disposal units. The 90-day accumulation areas at the Y-12 Plant have a separate contingency supplement as required by RCRA and are separate from this supplement.

The facility name, address, identification number, and owner/operator name are provided below:

U.S. Department of Energy Oak Ridge Y-12 Plant
Bear Creek Road
Post Office Box 2001
Oak Ridge, Tennessee 37831-8555
EPA ID TN3 89-009-0001
Owned and operated by U.S. Department of Energy
Managed and co-operated by Martin Marietta Energy Systems, Inc.

The overall layout of the Y-12 Plant and the location of RCRA units are shown in Figure 1, "Y-12 Plant RCRA Waste Unit Locations." Figure 2, "Y-12 Plant Emergency Facilities Directory," shows the locations of assembly stations, boundaries, and access controls to the plant. Figure 3, "Y-12 Plant Bear Creek Burial Ground Waste Unit Map," shows the units located at the west end of the plant, Gamewell alarm box locations, boundaries, and access controls to these areas. Figure 4, "Y-12 Plant Evacuation Routes", shows a typical evacuation route that could be used to evacuate the Y-12 Plant in the event of an emergency. The Plant Emergency Director (PED) will ultimately determine and direct all personnel to the appropriate evacuation routes.

EMERGENCY COORDINATORS

The emergency coordinator at the Y-12 Plant is the PED. The Y-12 Plant has several Plant Shift Superintendents (PSS) who share the responsibilities of the PED. At least one PSS is on duty 24 hours per day, every day of the year, and can be reached at (615) 574-7172 at the Emergency Operations Center (EOC) in Building 9706-2. The alternate EOC is located in Building 9709 and the phones are transferred if the operations are being conducted at this building. The PSS on duty is responsible for providing continuous plantwide emergency direction as the PED. If the PED is incapacitated during an emergency, the Site Security Commander on duty is his alternate until another PSS can report to the scene. The PSS, or alternate, has access to names, telephone numbers, and addresses of all emergency personnel and will determine who must be contacted to provide emergency activity support.

The duties of the PED as the Emergency Coordinator include:

- Receiving notice that an incident has occurred;
- Evaluating the threat;
- Activating internal alarm systems to notify or evacuate personnel, if appropriate;
- Proceeding immediately to obtain information concerning released materials and initiating appropriate activities for characterizing and abating the release;
- Ensuring that necessary on-site notifications are made;
- Performing an assessment of the potential for off-site effects upon the public health and environment and notifying DOE-Oak Ridge EOC of the same;
- Initiating and directing a plan of action;
- Mobilizing sufficient forces, including technical assistance, to respond to the emergency at hand;
- Directing the overall effort to respond to plant emergencies in such a way as to ensure that all emergency groups, both local and plantwide function as a team.
- Delegating authority in any capacity necessary if the need arises during an emergency;
- Authorizing all rescue efforts requiring any employee experiencing illness or injury;
- Seeing that off-site medical facilities are notified immediately when a seriously ill or injured patient is en route, and provide the nature of the injury or illness;
- Ensuring that a medical department staff member, a supervisor, or someone knowledgeable as to the circumstances or acquainted with the details of any serious accident or illness accompanies the patient to the emergency room;
- Determining the accessibility of plant areas after an accident and authorizing reentry of evacuated areas;

- Under special conditions, requesting the designation of a technical group to assist in evaluating the advisability of reentry;
- Terminating emergency status when the threat is entirely gone;
- Authorizing, when applicable, the sounding of the "all clear" signal at the termination of an emergency; and
- Restoring the plant to normal operations.

The names and work numbers of the PSS are provided below:

<u>Name</u>	<u>Building Location</u>	<u>Work Phone</u>
W. M. Bradley	9706-2	(615) 574-7172
L. K. Brooks	9706-2	(615) 574-7172
J. D. Chapman	9706-2	(615) 574-7172
E. Manis	9706-2	(615) 574-7172
P. C. Norris	9706-2	(615) 574-7172
C. L. Beeler	9706-2	(615) 574-7172
G. L. Calvert	9706-2	(615) 574-7172

Emergency resource books containing lists of emergency response telephone numbers (Emergency Response Organization personnel, facilities, off-site agencies, outside support organizations, etc.) are readily available to the PED in the EOC and alternate EOC. Telephone listings are revised as changes occur. In addition, a quarterly review is conducted by the Emergency Preparedness Operations Department Manager. The PED has the authority to commit the necessary resources to implement the contingency plan.

IMPLEMENTATION

The decision to implement this contingency plan, as part of the Emergency Management Plan, depends upon whether an imminent or actual incident could threaten human health or the environment.

The contingency plan will be implemented by the PED in the following situations:

- A fire and/or explosion occurs, such that:
 - The potential for human injury exists;
 - Toxic fumes that could endanger human health or the environment are released;
 - The fire could spread on site or off site and possibly ignite other flammable materials or cause heat-induced explosions;
 - The use of water and/or chemical fire suppressants could result in contaminated runoff that could endanger human health or the environment; and/or
 - An imminent danger exists that an explosion could ignite other hazardous wastes at the facility and possibly result in the release of toxic materials.
- A spill or release of a hazardous material occurs such that:
 - The spill could result in release of flammable liquids or vapors, thus causing a fire or gas explosion hazard;
 - The spill could cause the release of toxic liquids or fumes that could endanger human health or the environment; and/or
 - The spill cannot be contained on site, resulting in off-site soil contamination and/or ground or surface water pollution that could endanger human health or the environment.

Many ways of discovering a spill or release of chemicals are possible. These include: routine and scheduled inspections of process equipment and material storage areas; unusual or strong chemical odors which may indicate a leak; and instrumentation such as level alarms, automatic sump pumps, and pH meters which may also reveal chemical spills or system malfunctions.

CONTROL PROCEDURES – INCIDENT COMMANDER

The incident commander is defined as the person assuming command and control of emergency response at the scene of the incident. The incident commander will be the operations supervisor on duty for a specific unit or, in the absence of a supervisor, the first arriving emergency response officer designated by the PED. The incident commander will be responsible for the following:

- Initial assessment of the incident scene to the PED;
- Establishing control and setting up the command post for emergency response;

- Initial evaluation of the magnitude of the problem;
- Evacuation of personnel from immediate danger;
- Arranging for assembly, organization, and briefing of emergency response personnel who have been summoned;
- Providing updated information on conditions, progress of response, and additional manpower or equipment needs to the PED;
- Directing operational changes needed (e.g., shutting off process flows);
- Implementing applicable prearranged plans and procedures; and
- Continuing to provide incident control until relieved by an alternate incident commander.

The following actions will be taken in areas affected by a fire or explosion:

1. Work in the affected areas will be shut down immediately.
2. Feedlines and additional equipment will be shut down, as necessary and practical.
3. The PED will be contacted.
4. The area will be cleared of all personnel not actively involved in fighting the fire. These persons are to report to the designated assembly points for accountability.
5. All injured persons will be removed, and medical treatment will be administered by Medical Department personnel with outside assistance, as required.

EMERGENCY RESPONSE PROCEDURES – EMERGENCY COORDINATOR

The PED is responsible for the overall direction of emergency response efforts as follows:

- Directs emergency service units and local emergency squads.
- Ensures that the incident commander at the scene of the emergency, evaluates:
 - Radiation and general safety situations as they affect the immediate and adjacent areas,
 - Need for interrupting utility services such as process water, ventilation, oxygen, natural gas, and electricity, and

- Need for operational changes.
- Considers the need for and arranges for any large-scale alert, evacuation, general alert, invocation of mutual assistance agreements, and procurement of additional emergency personnel or emergency equipment.
- Keeps Y-12 Plant management and appropriate staff groups informed.
- Determines when the emergency is over, and orders the "all clear" signal.

The Emergency Management Department staff is responsible for:

- Y-12 Plant-wide emergency planning.
- Updating the Emergency Management Plan.
- Planning for practice exercises.
- Coordinating the organization and training of emergency service units and local emergency organizations.
- Ensuring that plans are in place for receiving and evaluating emergencies.
- Ensuring that plans are in place for activating internal alarm systems to alert/evacuate personnel.
- Planning coordination for the emergency response team; determine if outside assistance is required.
- Ensuring that plans are in place to report incidents to personnel at the DOE, Oak Ridge Operations in accordance with DOE Order 5000.3A "Occurrence and Processing of Operations Information."

Notification

The employee discovering a potential emergency incident will notify his immediate supervisor and/or the PED. The PED will immediately activate the internal alarm system to notify or evacuate personnel, if appropriate. The PED will also notify the Plant Manager, the Production Manager, the Environmental Coordinator, and Organization Managers of the operations involved.

In the event that outside assistance is required, the PED will notify appropriate state and/or emergency response agencies.

Identification of Hazardous Materials

The incident commander will immediately attempt to identify the character, exact source, amount, and aerial extent of the material involved in the fire or release. The initial identification method will be by visual analysis of the material and location of the release. Plant records, including inventories and process and waste log sheets, are available at the operating department offices of the RCRA units to aid in estimating the composition and quantity of released material. In the event of a spill, a sample of the spilled material is taken if the material enters a storm drain, there is some question as to the identity of the material, or the material is suspected to contain polychlorinated biphenyls (PCBs). The Health, Safety, Environment, and Accountability Organization staff will sample to verify hazardous material identification, determine boundaries of contaminated areas and contaminant concentrations, and verify proper cleanup after cleanup activities are completed.

Information such as storm sewer locations and topographic information is available to support the PED in the process of identifying potential flow/contamination paths and determine appropriate control actions.

Hazard Assessment

Assessment of possible hazards to human health or the environment will be made using the following methods:

1. Process knowledge (i.e., knowledge of the nature of waste materials released);
2. Review of Material Safety Data Sheets, if available;
3. Chemical analysis/monitoring data;
4. Results of modeling for releases to air, surface water, or groundwater; and
5. Specific health-based and environmental criteria or limits which may be exceeded.

Based on the hazard assessment, evacuation of the immediate unit area, entire facility, or local areas outside the facility may be necessary.

Off-Site Notification/Evacuation

The Y-12 Emergency Management Plan describes the methods used for notification of Y-12 emergency response personnel and appropriate federal, state, and local emergency response centers. Individuals or groups that may be notified include, but are not limited to, the following:

- DOE Oak Ridge Operations EOC,
- DOE Headquarters EOC (through the Oak Ridge Operations EOC voice bridge),
- Tennessee Emergency Management Agency,
- National Response Center,
- Local Emergency Planning Councils,
- Affected county notification points,
- City of Oak Ridge (Anderson County),
- Regional U.S. Environmental Protection Agency, and
- Other agencies as required by regulatory guidance.

Evacuation of nonessential personnel is ordered by the PED if it is determined that a threat to the safety of plant personnel exists. Evacuation routes will be determined by the PED; however typical evacuation routes are shown in Figure 4.

Prevention of Recurrence or Spread

After incident mitigation, a recovery manager will be appointed to return the incident scene to preincident conditions and analyze the root cause of the incident.

Storage and Treatment of Released Material

Any hazardous materials that results from a release, fire, or explosion at the Y-12 Plant will be contained, removed, and placed in 55-gallon drums (or smaller containers if appropriate). Leaking or damaged containers will be placed in 85-gallon overpack drums so they can be stored until treatment or disposal arrangements are finalized.

Contaminated absorbent materials, protective clothing, and other disposable material used in remediation of the emergency and subsequent decontamination activities will be placed in 55-gallon drums and stored at a RCRA storage unit pending treatment or disposal. These items will be handled with the same degree of caution as the wastes themselves so that public health and the environment are not further threatened.

Immediately after an emergency, the emergency coordinator will make arrangements for treatment, storage, or disposal of recovered waste, contaminated soil, surface water, or any other contaminated material. Emergency and spill response equipment available for cleanup, storage, and treatment are identified in the Y-12 Emergency Management Plan.

Incompatible Waste

In order to prevent reactions caused by proximity of incompatible substances, wastes which have been spilled or released must be segregated from other wastes or materials which are incompatible. It is a duty of the Spill Response Coordinator to ensure that wastes which may be

incompatible with the released material are not treated, stored, or disposed of in the vicinity of the spill or fire until cleanup procedures are completed.

Incompatible wastes are unlikely to be treated, stored, or located in the affected areas until cleanup is completed because of the waste segregation practices used at the facility. If possible, no additional wastes will be stored in the affected area until the cleanup is completed. If waste storage there is necessary, wastes will be placed only in those areas where no incompatible wastes are present.

Postemergency Equipment Maintenance

All emergency response elements will ensure that team equipment is properly decontaminated, supplies are restocked, and the team is returned to preemergency readiness.

Container Spills and Leakage

In the event of a hazardous material spill or release, the following general procedures will be used for rapid and safe response and control of the situation. Spills or releases and impending spills or releases discovered during routine inspections will be handled in the same manner as described below for spill and release emergencies. These are general guidelines, and circumstances may dictate some alterations to these procedures.

If an employee discovers a chemical spill or process upset resulting in a hazardous material release, he or she will immediately report it to the area supervisor. The area supervisor or the employee will contact the PED. When contacted, the PED will obtain information pertaining to the following:

1. The material spilled or released,
2. Location and source of the release or spillage of hazardous material,
3. An estimate of the quantity released and the rate at which it is being released,
4. The direction in which the spill, vapor, or smoke release is heading,
5. Any injuries involved, and
6. Fire and/or explosion or possibility of these events.

This information will help the PED to assess the magnitude and potential seriousness of the spill or release. The PED will contact and deploy the necessary in-plant personnel. If additional assistance is required, the PED will also contact the other Oak Ridge plants that have agreed to provide assistance and the agencies discussed in the Coordination Agreements section of this plan.

The initial response to any emergency will be to protect human health and safety, and then the

environment. Identification, containment, treatment, and disposal assessment will be the secondary responses.

Medical assistance for injured persons will be obtained from the Y-12 Health Services staff.

Cleanup personnel summoned by the PED will don protective clothing and equipment, as specified by the Health, Safety, Environment, and Accountability Organization staff. If a flammable waste is involved, all ignition sources will be removed, and spark and explosion-proof equipment and clothing will be used for containment and cleanup activities. If possible, cleanup personnel will try to stop the leak. Special materials, such as tank patch kits, will be kept on hand for temporary repairs. All surrounding materials that could be reactive with the waste materials will be removed. The major components of the waste will be determined.

Absorbent pads, booms, earth, sandbags, sand, and other inert materials will be used to contain, divert, and clean up a spill if it has not been contained by a dike or sump. Sewer plugs are available, if required, to isolate a spill. Spills contained within a dike or sump may be pumped back into the appropriate storage tank or drum, if it is structurally sound. All containment and cleanup materials will be placed in drums for proper disposal. Some items, such as absorbent rags or booms, may have to be cut up. All recovered liquid wastes and contaminated soil that cannot be returned to their original storage tanks or containers will be placed in drums for removal to an approved storage or disposal site.

Most tank and container spills and leaks are contained within the dikes and sumps provided in the tank and container areas. Small spills occurring in a diked area are directed to the sump provided in that area. Immediately after the spill is detected, the Waste Management Organization staff will be summoned to remove any standing liquids (as described above) and arrange to have the spilled material taken to a unit approved to handle that particular waste. If necessary, a portable sump pump will be used to pump the diluted waste material into 55-gallon drums. The transfer of the spilled material will be performed within 24 hours or at the earliest practical time if it is demonstrated that the material cannot be transferred within 24 hours.

If, for some reason, a chemical spill is not contained within a dike or sump area, an appropriately sized area of isolation will be established around the spill. The size of the area will generally depend on the size of the spill and the materials involved. An area at least 50 feet in all directions will be isolated. For large spills, an area at least 100 feet in all directions will be isolated. When any spill occurs, only those persons involved in overseeing or performing emergency operations will be allowed within the designated hazard area. If possible, the area will be roped or otherwise blocked off. All persons not actively involved in managing the spill will be kept upwind.

If the PED determines that Y-12 and the other DOE plants are unable to handle the emergency, then local, state, and federal authorities will be notified of the situation. When necessary, evacuation of all potentially affected plant areas will begin as soon as possible.

All emergency equipment used for spill management must be cleaned by the responsible personnel so that it is fit for use prior to resumption of plant operations in the affected areas.

Tank Spills and Leakage

In the event of a hazardous material spill or release, the procedures described for container spills and leakage apply for tank releases.

EMERGENCY EQUIPMENT

A listing of typical emergency and spill response equipment for the Y-12 Plant is listed in Appendix B. The specific emergency and spill response equipment is provided in the Y-12 Emergency Management Plan. In addition, emergency equipment is maintained at the units in this plan for minor releases which include, but is not limited to, absorbent material, fire extinguishers, shovels, shoe scuffs, gloves, eye protection, and protective clothing. The inspection lists and frequency for inspection of the spill response equipment at the units are presented in the Y-12 Emergency Management Plan.

COORDINATION AGREEMENTS

The Y-12 Emergency Management Plan details all coordination agreements currently held with local agencies. These agreements provide for emergency assistance to other participants in the event of major fires, explosions, natural disasters accidents involving hazardous/radiological materials, and situations that could endanger life, public safety, or the environment or that have an extensive area impact. This agreement includes the K-25 Site, the Y-12 Plant, and ORNL. Examples of these agreements are provided in Appendix C. A copy of this plan has been provided to all mutual aid organizations. Designated emergency coordinators will commit the necessary resources to implement the contingency plan. The PED will request assistance, when necessary, from other DOE sites. Each plant will have authority to provide emergency equipment and personnel upon request. The Emergency Directors' telephone numbers are:

Y-12 Plant	615-574-7172
K-25 Site	615-574-3282
ORNL	615-574-6606
DOE Security	615-576-1004

EVACUATION PLAN

All emergencies at the Y-12 Plant warrant prompt and deliberate action. Criteria for evacuation have been established. The PED is responsible for determining whether evacuation is necessary. The Y-12 Emergency Management Plan contains details of this criteria. If evacuation of the Y-12 Plant is necessary evacuation routes that would typically be used are illustrated in Figure 4.

REQUIRED REPORTS

The PED will note in the operating record the time, date, and details of any incident which required implementation of the Contingency Plan. Internal reports will be filed as required by DOE and Martin Marietta Energy Systems, Inc., personnel.

Within 15 days after the incident, personnel from the Y-12 Plant will submit a written report on the incident which required implementation of the Contingency Plan to the DOE staff for review and transmittal to the Commissioner of the Tennessee Department of Environment and Conservation, as required by Tennessee Rule 1200-1-11-.06(5)(c). The report will include:

- Name, address, and telephone number of the owner or operator;
- Name, address, and telephone number of the facility;
- Date, time, and type of incident (e.g., fire, explosion);
- Name and quantity of material(s) involved;
- The extent of injuries, if any;
- An assessment of actual or potential hazards to public health or the environment, where this is applicable; and
- Estimated quantity and disposition of recovered material that resulted from the incident.

APPENDIX A

UNIT-SPECIFIC EMERGENCY and WASTE DESCRIPTIONS

This section summarizes unit-specific contingency and waste description information for the treatment, storage, and disposal units below.

Cyanide Treatment Unit

The Cyanide Treatment Unit is located in Building 9201-5N. The nearest Gamewell box is located on the south wall outside of Building 9201-5N. This Gamewell box is connected to the existing plant Gamewell Fire Alarm System and Plant Monitoring System. A telephone is available in the room where the unit is located. An eyewash and safety shower station is also available in this room. Two-way radios are available to communicate with the PED office, if emergency assistance is necessary.

The Cyanide Treatment Unit treats cyanide wastes that have been generated in various plant operations.

Kerr Hollow Quarry Treatment Unit

The Kerr Hollow Quarry Treatment Unit is located 0.4 miles west of the intersection of Scarboro Road and Bethel Valley Road on the north side of Bethel Valley Road. A public address system is installed at this unit, along with closed circuit television. Two-way radios are used, and a telephone is available in the guard shack for communication with the PED office, if emergency assistance is required.

This unit no longer receives hazardous waste. Closure of this unit is complete and approval is pending.

Garage Underground Tanks

The Garage Underground Tanks are located near Building 9737. A Gamewell box is located nearby at the service station and connected to the existing plant Gamewell Fire Alarm System and Plant Monitoring System. Two-way radios are used by personnel at this site to provide communication with the PED office, if emergency assistance is needed. A phone is available in Building 9712 East End Garage, as well as an eyewash/safety shower station.

This unit no longer receives hazardous waste. It is currently undergoing closure.

Walk-In Pits

The Walk-In Pits are located north of Disposal Area Remedial Action (DARA) Solids Storage

Unit, in the Bear Creek Burial Grounds. The nearest available phone, Gamewell box, eyewash and safety shower are located at the DARA Liquid Storage and Treatment Unit. The Gamewell box is connected to the existing plant Gamewell Fire Alarm System and Plant Monitoring System. Two-way radios are used for communication with the PED office, if emergency assistance is needed.

Closure of this unit is complete and approval is pending.

Interim Drum Yard

Interim Drum Yard is located near Building 9720-32. The nearest available Gamewell box is located on the east end of Building 9720-32. This Gamewell box is connected to the existing plant Gamewell Fire Alarm System and the Plant Monitoring System. A portable eyewash and safety shower are used by personnel at this unit. Two-way radios are used for communication with the PED if emergency assistance is needed, and a phone is also available nearby in Building 9401-5.

This unit no longer receives hazardous waste and the closure plan has been submitted for this unit. Approval and closure activities are pending.

Building 9720-9, Storage Unit

Building 9720-9 is located on Third Street. Two Gamewell boxes are located at the east and west sides of the building and connected to the existing plant Gamewell Fire Alarm System and the Plant Monitoring System. Telephones and two-way radios are also used by personnel to provide communication with the PED office, if emergency assistance is needed. Two eyewash/safety showers are provided and located at the west and south sides of the building.

This unit provides storage for hazardous, nonhazardous, and mixed waste. Waste is stored at this unit until waste analysis and appropriate treatment or disposal can be arranged. All classes of RCRA wastes, except for K-listed wastes, and hazardous wastes from specific sources (40 CFR Part 261.32 and Tennessee Rule 1200-1-11.02(4)) are stored in this unit.

RCRA and Mixed Waste Storage and Staging Unit, Building 9720-31

Building 9720-31 is located on West Third Street. Two Gamewell boxes are located on the east and west side of the building and connected to the existing plant Gamewell Fire Alarm System and the Plant Monitoring System. Telephones and two-way radios are also used by personnel to provide communication with the PED offices, if emergency assistance is needed.

This unit is used to store solids, liquids, and sludge wastes, which typically are hazardous, nonhazardous, or mixed waste. It is a one-story structure constructed of light-weight, concrete

block, masonry walls and partitions. The building is partitioned into fifteen rooms: one supply room, seven staging rooms, and seven storage rooms. Normally, the largest containers in any of the staging or storage rooms are 55-gallon drums, however, 85-gallon overpack containers may be used to store waste. Waste stored in the staging and storage rooms may be in Department of Transportation-specification containers or the original product containers.

Building 9811-1 RCRA Tank Storage Unit (OD-7)

Building 9811-1 RCRA Tank Storage Unit is located at the intersection of West Second Street and K Road. It is served by an auxiliary fire alarm pull box which is inside the south side of Building 9811-1. Additional alarm boxes are located at Building 9720-16, and at the intersection of Second Street and K Road which is southwest of OD-7. These boxes are connected to the existing plant Gamewell Fire Alarm System and the Plant Monitoring System. Two fire hydrants are located near this unit. One is approximately 20 feet north of the RCRA Storage Unit, and the second hydrant is located approximately 75 feet southwest. Telephones and two-way radios are used by personnel to provide communication with the PED office, if emergency assistance is needed. A telephone is also located in the OD-7 operator trailer for communication with emergency personnel. A safety shower/eyewash assembly is planned for installation at a future date at the drum loading/unloading area and the transfer station as part of an OD-7 upgrade project.

This unit is designated as the primary storage unit for nonignitable and nonreactive, mixed waste oils and solvents. Contaminated oils, nonchlorinated solvents, some toxicity characteristic wastes, and used oil may also be accepted at the unit. The storage tank area of the unit consists of a 51-x 58-foot, concrete, diked area. Positioned within the diked area are four, 30,000-gallon tanks and one, 10,000-gallon tank. Two additional 10,000-gallon tanks will be installed at a future date.

Building 9811-1 - RCRA Container Storage Unit (OD-8)

Building 9811-1 is located at the intersection of West Second Street and K Road. A Gamewell box is located on the south side of the building (inside) and connected to the existing plant Gamewell Fire Alarm System and the Plant Monitoring System. A safety shower/eyewash is located at the north side of the building.

This unit is used primarily as a storage area for containerized liquid waste until the waste has been characterized to allow transfer to other treatment, storage, or disposal units. Contaminated liquids with a concentration of greater than 50 ppm PCBs will not be stored at this unit.

Waste Oil/Solvent Storage Unit (OD-9)

The Waste Oil/Solvent Storage Unit is located on Old Bear Creek Road, and served by an auxiliary fire alarm pull box. The Gamewell box is connected to the existing plant Gamewell Fire

Alarm System and the Plant Monitoring System. Two fire hydrants are available for use and are freeze-proof. One hydrant is located along the site access road approximately 60 feet east of the truck entrance to the building. The second hydrant is on the north side of Old Bear Creek Road, near the site egress road, approximately 100 feet southwest of the facility truck exit area.

Telephones and two-way radios are used by personnel to provide communication with the PED office, if emergency assistance is needed. Two safety shower/eyewash assemblies, both of which are freeze-proof, are located at the northeast corner of the tank area (in the truck loading pad adjacent to the drum storage area) and on the floor of the containment structure. Potable water is supplied to both units and is identified by green lights installed above each unit. The eye/face units are push bar operated with stay-open valves.

This unit typically receives and stores nonignitable and nonreactive mixed waste oil/solvents that may contain water, be contaminated with PCBs greater than 50 ppm, and contain chlorinated organic solvents. This unit may also store used oil. The liquid wastes are stored here in tanks and drums until sufficient volume is accumulated for transportation to an outside facility for recovery or disposal.

Liquid Organic Solvent Storage Unit (OD-10)

The Liquid Organic Solvent Storage Unit is located in the Bear Creek Burial Grounds, and served by an auxiliary fire alarm pull box which is located approximately 40 feet south of the unit. An additional Gamewell box is accessible at the intersection of Bear Creek Road and the access road to OD-10. This Gamewell box is connected to the existing plant Gamewell Fire Alarm System and Plant Monitoring System. A freeze-proof fire hydrant is located approximately 200 feet south of the unit. Two-way radios provide communication between the unit and the PED office, if emergency assistance is necessary. Three safety shower/eyewash assemblies are provided at OD-10, which includes two located in the staging area (north and south side) and the third located in the tank area. Potable water is supplied to these assemblies, which are push bar operated with stay-open valves. Each unit is identified by a green light installed above each assembly.

This unit receives and stores liquid organic wastes generated in the Y-12 Plant. These wastes typically include waste oil and combustible and flammable waste liquids that may be defined as mixed waste or used oil. The liquids received at this unit are pumped into the tanks for storage until sufficient quantity is accumulated for final disposal or recovery.

Building 9409-5 Storage Unit

The Building 9409-5 Storage Unit is located on Third Street. The nearest Gamewell box is located in Building 9409-2. This Gamewell box is connected to the existing plant Gamewell Fire Alarm System and Plant Monitoring System. No phone is available, and this unit is no longer in

service. Two-way radios are used to communicate with the PED office, if emergency assistance is needed.

This unit no longer receives hazardous waste. It is currently undergoing closure.

East Chestnut Ridge Waste Pile

The East Chestnut Ridge Waste Pile is located on South Patrol Road. Two-way radios are used to communicate with the PED office, if emergency assistance is required. The nearest Gamewell box is located southwest of the unit across the street from the Containerized Waste Storage Area. This Gamewell box is connected to the existing plant Gamewell Fire Alarm System and Plant Monitoring System.

This waste pile is used for the storage of soils and spoils contaminated with hazardous and low-level radioactive materials, asbestos, and roofing materials from the closure of RCRA sites at the Y-12 Plant. Additional contaminated soils may be moved to the East Chestnut Ridge Waste Pile if excavation activities continue at the Y-12 Plant.

Containerized Waste Storage Area (CWSA)

The CWSA is located on South Patrol Road. A Gamewell box is located south, directly across the street from the CWSA, and is connected to the existing plant Gamewell Fire Alarm System and the Plant Monitoring System. Two-way radios are also used to provide communication with the PED office, if emergency assistance is needed. A portable safety shower/eyewash is provided during operations.

The CWSA consists of three concrete pads measuring 170 feet long and 50 feet wide. The central and eastern concrete pads are covered by open-sided dome tents and store hazardous, nonhazardous, or mixed wastes. The western concrete pad is not covered, and no wastes are stored there. Each pad has a one-foot impermeable dike surrounding it to contain spills. The pads and dikes are sloped toward a 60-gallon sump located on the southeast corner of the pads to catch spilled material and manage rainwater.

Classified Container Storage Unit, Building 9720-25

Building 9720-25 is located on M Street. Two Gamewell boxes are located inside the building and connected to the existing plant Gamewell Fire Alarm System and the Plant Monitoring System. Telephones and two-way radios are also used by personnel to provide communication with the PED office, if emergency assistance is needed.

Building 9720-25 is a storage unit designed for storage of classified wastes generated at the Y-12 Plant. The wastes include materials, fabricated parts, and containers which have been

security classified to prevent dissemination of potentially vital information. Storage in one part of this unit of classified waste, contaminated with hazardous constituents, is necessary due to present uncertainties as to final modes of treatment and/or disposal of classified and/or hazardous waste materials. The stored materials include hazardous and mixed wastes.

Oil Land Farm Soils Containment Pad

The Oil Land Farm Soils Containment Pad is located west of the main plant area on Bear Creek Road. A telephone is available nearby in the sampling trailer, or two-way radios are used to communicate with the PED office, if emergency assistance is needed. The nearest eyewash/safety shower station is located at the Liquid Organic Solvent Storage Unit, which lies west of this location on Bear Creek Road.

This unit provides storage for contaminated soils and excavation wastes that were generated during RCRA closure of the Oil Land Farm and Oil Retention Ponds at the Y-12 Plant. These soils were contaminated with hazardous, mixed, or radioactive wastes. Contaminants include organics, heavy metals, pesticides, PCBs, and radionuclides. The unit provides interim storage for excavation wastes pending scheduling of the soils for final treatment or disposal.

DARA Solids Storage Unit

The DARA Solids Storage Unit is located west of the main plant area on Bear Creek Road. A Gamewell box is located near the unloading pad adjacent to the DARA Solids Storage Unit at the DARA Liquid Storage and Treatment Unit. This Gamewell box is connected to the existing plant Gamewell Fire Alarm System and Plant Monitoring System. A telephone is available in the operator's trailer south of the DARA Liquid Storage and Treatment Unit, and two-way radios are also used to communicate with the PED office, if emergency assistance is needed. Eyewash/safety shower stations are available on the unloading pad at DARA Liquid Storage and Treatment Unit.

The DARA Solids Storage Unit provides storage for contaminated sediments and excavation wastes generated during closure of the Oil Retention Ponds. These sediments are contaminated with PCBs and volatile organic compounds. They will be stored in the unit until they can be scheduled for final treatment or disposal.

Interim Reactive Waste Treatment Area (IRWTA)

The IRWTA is located west of the main plant area on Bear Creek Road, and served by an auxiliary fire alarm pull box near the trailers at the closed Sanitary Landfill I. Two-way radios are used to provide communication with the PED office, if emergency assistance is needed. Portable eyewash systems are used during operation. In addition, the Y-12 Fire Department staff is at the unit during the treatment process to assist, if needed.

This interim unit was designed for the treatment of sodium potassium (NaK) generated during maintenance activities at the Y-12 Plant. The unit currently operates in accordance with an open burning permit. The IRWTA is used approximately once per year dependent upon the generation of NaK wastes. The Fire Department staff are present through the duration of the burn to ensure safe treatment of the NaK, which is water reactive. The Contingency Plan will also be implemented if an emergency arises. The NaK has a mineral oil layer which takes approximately seven hours to burn. The NaK itself will burn away in approximately 45 minutes. All wastes and equipment are removed from the treatment area when the burn is completed.

Building 9201-4, Container Storage Area

Building 9201-4 is located on First Street. Gamewell boxes are located within Building 9201-4 and connected to the existing plant Gamewell Fire Alarm System and the Plant Monitoring System. Two-way radios are used, and a telephone is available on the first floor in the southwest corner of the building for communication with the PED office, if emergency assistance is needed.

This unit is located within the exclusion area of the Y-12 Plant and is used to store mercury-contaminated solids such as soil or insulation in containers. Building 9201-4 provides container storage for 55-gallon drums of hazardous and mixed waste resulting from decontamination and decommissioning activities.

Building 9212 Container Storage Area

The Building 9212 Container Storage Area is located in Building 9212. Telephones are available in nearby supervisors' offices. Eyewash/safety showers are available at each location. Two-way radios are also used to communicate with the PED office, if emergency assistance is needed. Gamewell boxes are located throughout Building 9212. These Gamewell boxes are connected to the existing plant Gamewell Fire Alarm System and Plant Monitoring System.

This area is used to store organic solutions and residues awaiting recovery of enriched uranium. The solutions and residues are mixed wastes.

Building 9206 Container Storage Area

The Building 9206 Container Storage Area is located in Buildings 9206 and 9720-17. For areas located in Building 9206, Gamewell boxes are located near Rooms 24 and 30. Eyewash and safety shower stations are also located in these rooms. For the area located in Building 9720-17, a Gamewell box and a telephone are located in the corridor outside the area. A telephone is available in Room 18 of Building 9206. Two-way radios are also available in these buildings for communication with the PED office, if emergency assistance is needed. Gamewell boxes are connected to the existing plant Gamewell Fire Alarm System and Plant Monitoring System.

Building 9206 is the other building at the Y-12 Plant used to store organic solutions and residues awaiting recovery of enriched uranium. The solutions and residues are mixed wastes.

Uranium Treatment Unit

The Uranium Treatment Unit is located near Building 9767-2. Eyewash/safety shower stations are available at this unit, and the nearest Gamewell box is located 75 feet north of the area on the East Dock between Doors 4 and 5. This Gamewell box is connected to the existing plant Gamewell Fire Alarm System and Plant Monitoring System. Two-way radios are used and a phone is available nearby in Building 9767-2 to communicate with the PED office, if emergency assistance is needed.

The Uranium Treatment Unit is located on the east side of Building 9206, outside and adjacent to the loading dock. The unit consists of two, 300-gallon polytanks located within a diked drum storage area that stores up to eighteen, 55-gallon drums. This unit treats organic solutions which are mixed wastes.

RCRA and PCB Container Storage Area, Building 9720-58

Building 9720-58 is located on Old Bear Creek Road. Two Gamewell boxes are provided at the east and west sides of Building 9720-58 and connected to the existing plant Gamewell Fire Alarm System and the Plant Monitoring System. Telephones and two-way radios are also used by personnel to provide communication with the PED office, if emergency assistance is needed. A portable eyewash system is provided in the operation trailer adjacent to the unit. A safety shower/eyewash system is also provided at Unit OD-9 that is located directly west of Building 9720-58.

Building 9720-58 is utilized as a storage and staging area for PCB-contaminated equipment (e.g., transformer, capacitors, and electrical switch gear). The area is also used to store RCRA hazardous waste and used as a staging area for other waste materials awaiting off-site shipment. Waste is consolidated at this area until waste analysis and appropriate disposal arrangements can be initiated.

Building 9720-12 Classified Container Storage Area

The Building 9720-12 Classified Container Storage Area is located on West Second Street. The nearest Gamewell box is located in the northwest corner of Building 9720-12. This Gamewell box is connected to the existing plant Gamewell Fire Alarm System and Plant Monitoring System. Portable eyewash and safety shower stations are used. Two-way radios are used to communicate with the PED office if emergency assistance is needed.

Building 9720-12 is a storage unit for hazardous, nonhazardous, and mixed waste. Waste is stored at this building until waste analysis and appropriate recycling techniques can be arranged.

APPENDIX B

EMERGENCY and SPILL RESPONSE EQUIPMENT

Spill Response Trailer Equipment and Supplies

The Y-12 Plant Spill Response Trailer, maintained by the Fire Department, is located in the plant and contains supplies and equipment for the response team. The following is an indication of the typical contents of that trailer:

Respirators	Ladder (10 ft.)
Rubber Boots	Reflector Vest (orange)
Rain Suits	Water (for pump)
Paper Suits	Demineralized Water
Rubber Gloves	Pipe Wrench
Acid-type Gloves	Pliers
Acid Suits	Pliers, Needle Nose
Respirator Cartridges (Combination)	Adjustable Wrench
Flagging	Vise Grips
Stakes	Screwdriver (flat tip)
Face Shields (complete)	Screwdriver (Phillips head)
Chemical Splash Goggles	Channel Lock Pliers
Flashlights	Teflon Tape
Extra Batteries	3" to 2" Pipe Coupling, Stainless
Caution Lights (flashing)	Plastic Bags (large)
Shovels, Round Point	3" Threaded Coupling
Shovels, Square Point	Fire Extinguisher
Sledgehammer	
Broom (street type)	
Tape	
Hose Clamps	
Plastic Bags (small)	
Full Face Respirator	
Absorbent Diapers	
Sample Bottles	
Rope	
Twine	
Rubber Aprons	
Ax	

Building 9720-41

Additional supplies and equipment is located in Building 9720-41. Typical supplies and equipment are listed below:

Pigs
Gas and Air Driven Pumps
Oil Skimmer Booms
Sandbags
Empty Drums (including overpack drums)
Absorbent Diapers
Hoses
Gloves
Ear Plugs
Safety Glasses
Generators
Lighting Systems

Building 9753

Additional supplies and equipment is located in Building 9753. Typical supplies and equipment are listed below:

Leather Gloves
Rubber Gloves
Flashlights
Flashlight Batteries
Chemical Splash Goggles
Shovels
Picks
Boots
Sand Bags
Plastic, 20' x 100' Rolls
Plastic Bags
Barrels
Road Cones
Flagging Strips
Rope
Absorbent Diapers
Paper Suits
Rain Suits

Fire-Fighting and Medical Response Vehicles:

The Y-12 Plant Fire Department typically operates the following fire-fighting and medical response vehicles:

Fire Pumper No. 1

Fire Pumper No. 2

Fire Pumper Backup

Cardox Fire Fighting Truck

Emergency Response Truck

Fire Chief's Truck

Service Van

Routine Transportation Van

Fire Fighting Equipment Truck

Routine Transportation Truck

Fire Captains' Truck

Medical and Routine Transportation Truck

Ambulance No. 1

Ambulance Backup

Ambulance Backup

Emergency Spill Response Truck

APPENDIX C
EXAMPLES OF EMERGENCY MUTUAL AID COORDINATION AGREEMENTS

Department of Energy

Field Office, Oak Ridge
P.O. Box 2001
Oak Ridge, Tennessee 37831—

January 11, 1994

Mr. Frank K. Martin, Director
Energy Systems Protective Services
Martin Marietta Energy Systems, Inc.
P. O. Box 2009
Oak Ridge, TN 37831-8107

Dear Frank,

MUTUAL AID AGREEMENT FOR EMERGENCY AMBULANCE SERVICE, EAST TENNESSEE REGION

Enclosed is a copy of the subject agreement which has been executed by the Oak Ridge Operations Office (ORO) and the Tennessee Department of Health. This is a progressive agreement which enhances the emergency medical response system throughout the sixteen county East Tennessee region.

The ORO Emergency Operations Center (EOC) will serve as the point of contact for the Regional Response Communications Center (RRCC) for requests to ORO for support from Martin Marietta Energy Systems under the agreement. Based upon conversations with your staff, the Y-12 Plant Shift Superintendent (PSS) will serve as the point of contact for the ORO EOC for requests for the Energy Systems Oak Ridge facilities to provide support under the agreement. Likewise, the Y-12 PSS will coordinate any requests from Energy Systems for support for the Oak Ridge facilities and forward such requests to the RRCC through the ORO EOC.

This letter constitutes advance authorization for offsite response of Energy Systems emergency medical resources under the provisions of this Mutual Aid Agreement when such requests are received by the Y-12 PSS from the ORO EOC.

Also enclosed is a copy of the East Tennessee Medical Regional Understanding for the Activation of Mutual Aid. This document should be used as guidance in your preparation of implementing procedures for this agreement. Please ensure that your procedures provide for periodic updates to the ORO EOC concerning any activities being conducted offsite and notification to the ORO EOC of termination of such activities.

January 11, 1994

As with other mutual aid agreements, the decision to offer units for offsite response should be predicated upon consideration of facilities' conditions at the time and the maintenance of an appropriate reduced level of response capability for the Oak Ridge facilities.

Questions may be addressed to Bobby Davis of my staff at 6-9725. Your support is appreciated.

Sincerely,

A handwritten signature in dark ink, appearing to read "R. R. Nelson". The signature is fluid and cursive, with the first name "R." and last name "Nelson" clearly distinguishable.

R. R. Nelson
Acting Assistant Manager
for Defense Programs

Enclosures

cc: w/encls.

Ron Hultgren, ER-10

John Rothrock, SE-33

Bill Phelps, DP-82

Karen Edwards, AD-440

Tom Tison, EW-96

Bob Spence, DP-81

MUTUAL AID AGREEMENT FOR EMERGENCY AMBULANCE SERVICE

EAST TENNESSEE REGION

THIS AGREEMENT entered into and executed this 1st day of October 1993 between the U.S. Department of Energy (DOE), Oak Ridge Operations Office and Licensed Ambulance Service (County or Private) to provide for the joint operations of Emergency Ambulance Service within the geographical boundaries of the 16 county East Tennessee Region.

WHEREAS, pursuant to the provisions of Tennessee Code Annotated (T.C.A.) 7-61-102, a county is authorized to provide ambulance services as a public service; and,

WHEREAS, T.C.A. 7-61-104(b), authorizes cooperation between cities and counties for the provision of ambulance services and T.C.A. 12-9-101, et seq., same being the "Interlocal Cooperation Act" provides legal authority for the parties to cooperate on the basis of mutual advantage to provide Emergency Ambulance Services in facilities for the needs and development of local communities; and further the Atomic Energy Act, 42 United States Code (U.S.C.) 2011 et seq., the Department of Energy Organization Act, 42 U.S.C. 7101 et seq., and the Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. 5121 et seq., provide further authority for the DOE to enter into this agreement;

WHEREAS, it is necessary and desirable that an agreement be executed authorizing the interchange of such Emergency Ambulance Service between the parties.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES AND CONDITIONS CONTAINED HEREIN, THE PARTIES AGREE AS FOLLOWS:

1. Duration of Agreement

- A. This agreement shall be effective as to each party when it has been approved by the governing bodies of the licensed ambulance services and shall continue to be effective for five (5) years from that date or until termination. The agreement may be terminated by any party by giving the other parties 30 days written notice.
- B. Termination of this agreement may be effected by the governing body of each party adopted with the same formality as at the parties original approval of this agreement; provided that no such termination shall be effective until the expiration of 30 days after termination by either governing body. All the rights, remedies, and obligations of the parties will remain in effect until such 30 days expire.
- C. The DOE will not be required to provide 30 days written notice if DOE determines that the department's mission or other national security matters make termination necessary.

2. Services Provided

Each party agrees that its emergency services and resources will be available to answer emergency calls within the jurisdiction of the other

in order to provide adequate and timely Emergency Ambulance Service in accordance with the policies and procedures as provided in Paragraph 4; provided, however, that no party to this agreement shall be required to make resources available or render service to any other party when by providing such services an unreasonable danger to lives or property of that party's residence or employees would result. The responsible persons designated by the governing bodies of each ambulance service or the service director for either party shall determine what resources and services can be reasonably provided this agreement. Neither party will be required to obtain additional resources of any nature to carry out this agreement.

3. Emergencies

Upon request by any of the parties and upon notification of an emergency occurring within the jurisdiction serviced by either party, the county or service may enter into the geographical boundaries of the other party to offer and render such Emergency Ambulance Service as either party deems appropriate under the circumstances. The county or service may provide such equipment and personnel of their ambulance service as it deems appropriate under the particular circumstances. An emergency occurrence as defined by this agreement consists of a situation beyond the normal and routine services being provided on a regular basis by the responsible agency so that local resources are overwhelmed. This agreement in no situation releases either party from having available resources in order to fulfill day-to-day obligations being incurred by that party routinely.

When a party responds to an emergency within the geographical boundaries of one of the other parties as contemplated by this agreement, the responding party may, but is not obligated to, charge a fee for services it deems necessary. Such fee would not be charged to the party requesting assistance but to the individual(s) transported by the responding party.

4. Policies and Procedures

The governing bodies of each licensed ambulance service do by this agreement authorize the county executive, mayor, ambulance service director, or their designee to establish the necessary policies and procedures to be followed in requesting and responding to requests for assistance provided such are authorized by applicable state or federal law, the ambulance service agreement if applicable and the mutual aid agreement.

5. Authority for Responding Personnel

- A. In all occasions where emergency ambulance personnel travel from their geographical boundaries to that of another the jurisdiction, authority, rights, privileges, and immunities which they have in their jurisdiction shall extend to and be available to them in the geographical area they respond to.
- B. The senior officer of the Emergency Ambulance Service, or his or her designee within his jurisdiction on the scene of an emergency shall be

in command of the emergency as to strategy, tactics, and overall direction of the operation. Additional resources from outside the East Tennessee Region; i.e., ambulance, air ambulances, hospital bed count, etc., will be coordinated by the Regional EMS Director.

All orders or directions regarding the operations of the party and the jurisdiction of the other party shall be relayed to the senior officer in command of the party acting outside its jurisdiction provided, however, that neither this agreement or any agreements executed contemporaneous herewith shall be construed as creating a duty on the part of any party to stay at the scene of the emergency except as may be decided by the senior officer of that party.

- C. Either party may depart the scene of the emergency at any time the senior officer of that party deems it appropriate at which time the senior officer of the other party shall be in complete command.
- D. The Regional Resource Coordination Center will be used to coordinate communications with responding parties.

6. Liability

At any time a party requests the aid of another party, the requesting party shall not be liable for damages to the equipment or personnel of the responding party. Neither shall the requesting party, its officers, agents, or employees be liable for any damages caused by negligence of the

personnel of the responding party while en route to or returning from the scene of an emergency.

7. Waiver of Claims

Each party hereby waives any and all claims against the other party for any costs, losses, damages, personal injuries, or wrongful death arising out of the operations of this agreement or for any loss or damage to their respective employees and property which may occur in the performance or nonperformance of this agreement. Each party will be responsible for furnishing its own equipment and personnel and shall be responsible for all expenses necessary for their operation.

8. Limits of Liability

This agreement is construed by the parties to be a function of the local governments to the extent that liability arises out of the performance of this agreement. Ambulance services under government control will avail themselves of the protection of the Tennessee Governmental Tort Liability Act as found in T.C.A. 19-20-101, et seq.

9. Entire Agreement

This agreement contains the entire agreement between the parties. Should a court of confident jurisdiction declare any provision of this agreement to be null and void or unenforceable, such provision shall be stricken but

such determination shall not affect the validity of the remaining portions
of this agreement.

U. S. DEPARTMENT OF ENERGY

Joe La Grone
Manager

10-1-93
Date

TENNESSEE DEPARTMENT OF HEALTH
EAST TENNESSEE REGION

Larry Hutse
Regional Emergency Medical Services Director

9-21-93
Date

APPENDIX F

LETTERS OF AGREEMENT/MEMORANDUMS OF UNDERSTANDING

A local law enforcement mutual agreement has been made between the City of Oak Ridge and DOE. This letter can be accessed through the City of Oak Ridge.

M E M O R A N D U M

TO: Honorable Mayor and
Members of City Council

FROM: M. Lyle Lacy, III
City Manager

DATE: November 3, 1983

SUBJECT: SUPPLEMENTAL AGREEMENT WITH THE DEPARTMENT
OF ENERGY FOR MUTUAL AID FIRE PROTECTION

The attached Resolution authorizes the City of Oak Ridge to enter into a Supplement Agreement to the existing mutual aid agreement with the Department of Energy.

This nation's experience with large scale disasters has focused attention on the importance of formulating plans and organizational procedures for systematically mobilizing regional fire forces. Experience in major disasters has shown that for successful disaster operations, it is imperative that such plans be incorporated into each participating fire department's normal organizational procedures. To cope with large scale disasters, many localities and states have adopted laws which permit formal mutual aid agreements.

The concept of mutual aid in the provision of emergency services is based on the establishment of a prearranged plan or agreement wherein two or more authorities agree to provide assistance to each other. It is a relationship in which each participant stands prepared to render assistance to other parties in the event that an emergency occurs of a magnitude beyond the individual members' response capabilities. Mutual aid plans may encompass the following functions: supplemental coverage when the manpower and equipment of the requesting department are responding to an emergency and are engaged to such an extent that its ability to furnish adequate protection for subsequent alarms has been dangerously reduced; provision of additional units to assist at major fires or emergencies that might exceed the requesting department's capabilities; and provision of specialized types of firefighting equipment not possessed by the requesting department. Typically, parties to mutual aid plans limit such assistance so that their own jurisdictions remain adequately protected.

From as early as 1960, mutual aid fire protection agreements have existed between the City and the various federal agencies responsible for operation of the government plants and laboratory in Oak Ridge. The last of these agreements, executed on May 3, 1976 between the United States Energy

IV-F-1

Draft Interim Plan. 3/87

Research and Development Administration, is still in force. Since then, federal legislation has been passed (Public Law 498, 93rd Congress) which provides for the filing of claims with the United States Fire Administration to recover the amount of direct losses and expenses incurred by municipalities as a result of fighting fires on federal property under such mutual aid agreements. These changes and developments have created the need to update the existing May 3, 1976 mutual aid agreement through the execution of this supplement.

Approval of the attached Resolution is recommended.

H. Lyle Lacy, III

fmf

Attachment

RESOLUTION

WHEREAS, the City of Oak Ridge and the Department of Energy desire to enter into a Supplemental Agreement to furnish assistance in fighting fires, and

WHEREAS, City Ordinance No. 39-60, dated July 17, 1960, authorized the Mayor of the City of Oak Ridge to execute an agreement entitled "Mutual Aid Fire Protection Agreement" between the City and the United States Atomic Energy Commission, and

WHEREAS, Chapter 223, Public Acts of 1957 (Section 6-54-601 et seq., Tennessee Code Annotated) authorizes municipalities of the State of Tennessee to enter into contracts to furnish mutual aid assistance in fighting fires, and

WHEREAS, it is in the best interest of the City of Oak Ridge to execute the same.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCILMEN OF THE CITY OF OAK RIDGE, TENNESSEE:

That the City of Oak Ridge enter into the Supplemental Agreement to the existing mutual aid agreement with the Department of Energy.

BE IT FURTHER RESOLVED that the Mayor is authorized to execute all documents necessary to accomplish the same.

This the 7th day of November 1983.

APPROVED AS TO FORM
AND LEGALITY:

William E. Spentz
City Attorney

Mayor

City Clerk

MUTUAL AID FIRE PROTECTION AGREEMENT

THIS AGREEMENT entered into this 4th day of June, 1985, by and among the City of Oak Ridge; the Town of Oliver Springs; Anderson County Volunteer Fire Department, Marlow Unit; and the Karna Volunteer Fire Department.

WHEREAS, Section 6-54-601 and Sections 12-9-108 of Tennessee Code Annotated authorize the parties to this Agreement in this state to enter into a mutual firefighting assistance agreement; and

WHEREAS, the parties hereto desire to avail themselves of the authority conferred by this law; and

WHEREAS, the purpose of this Agreement is to provide each of the parties, through their mutual cooperation, a predetermined plan by which each render aid to the other in case of emergency which demands fire protection services to a degree beyond the existing capabilities of either party; and

WHEREAS, it is deemed to be in the public interest for the parties hereto to enter into an agreement for mutual assistance in fire protection and in order to increase fire defenses and to ensure fire control, as well as to provide necessary reserves for adequate community protection;

NOW THEREFORE, in consideration of the mutual covenants contained herein by and between the parties hereto, it is hereby agreed as follows:.

1. The parties, in accordance with the provisions hereof, will respond to calls for fire protection assistance upon request for such assistance made by the senior fire official on duty, or the Chief of the Fire Department of the requesting party, hereinafter referred to as "Requester." All requests shall be made to the Fire Chief or senior fire official on duty of the responding party, hereinafter referred to as "Responder." Assistance shall be rendered according to the procedures established in operational plans to be developed and agreed to by the individual parties, and in accordance with the provisions hereof.

2. Upon receipt of a request for assistance by the senior fire official on duty from the requesting party (Requester), and upon a determination by the senior fire official on duty of the responding party (Responder) that assistance may be given without impairing the capacity to provide fire protection within its own jurisdiction, the Responder may furnish such apparatus, staff and assistance to the Requester as deemed appropriate by Responder. Any response shall be made at the sole discretion of the Responder. Assistance shall be rendered according to the procedures established in the operational plan developed and agreed to by all parties to this Agreement and the provisions hereof.

3. A request for aid as provided in Paragraph 1 shall be minimally for one fire truck and two Firefighters. The maximum response shall be 50 percent of the available personnel and resources of the Responder.

4. No party to this Agreement shall be required hereunder to dispatch apparatus, equipment or personnel to the assistance of any other but every effort should be made to furnish such assistance if, in the sole discretion of the Responder, such dispatch would not impose upon its community a serious impairment to its fire defenses and fire protection.

5. If the Responder determines no assistance can be rendered, or if an emergency occurs in the jurisdiction of the Responder in the course of responding to a request under this Agreement, and the Responder determines, that it cannot provide the minimal response under this Agreement, the Responder shall inform the Requester of this decision immediately or as soon thereafter as possible.

In the event two or more requests for mutual aid assistance are made at the same time which would preclude provision of the minimum request under this Agreement by the Responder, the Responder shall determine, in its sole discretion, how to respond to the requests including the discretion to send all available resources under this Agreement to the jurisdiction which is considered by the Responder to have the most serious emergency, or by deploying resources to each requesting jurisdiction. The Responder shall immediately or as soon thereafter as possible inform the Requesters of the decision.

6. The respective jurisdictions may recall at any time equipment and/or personnel dispatched to any other when, in the sole opinion of the Responder, protection needs in the area from which the equipment and personnel were dispatched so require.

7. Each of the parties to this Agreement agrees, upon request of the appropriate officials as set out in Paragraph 1 of this Agreement, to maintain their departments in readiness to answer fire calls in the other jurisdictions when one of the jurisdictions is rendering firefighting assistance to another jurisdiction in response to an assistance request from such other jurisdiction pursuant to this Agreement.

8. The Responder shall only dispatch personnel that are responsible and properly trained, and the conduct and actions of said personnel shall be the responsibility of the Responder.

9. The services performed and expenditures made under this Agreement are to be made solely for public and governmental purposes.

10. Any personnel shall only be utilized in the course and scope of their employment. Such personnel shall be and remain under the direct and immediate control of the senior firefighting officer dispatched with such personnel, and such officer shall ultimately direct and control or approve the utilization of such personnel. Such personnel shall in no case be deemed employees or agents of, nor loaned servants to the Requester.

11. When assistance is rendered pursuant to this Agreement by a party hereto outside of its jurisdiction, such party, governmental entity, agency, and personnel shall enjoy, maintain, and have available, all rights, privileges and immunities provided by law.

12. Each party to this Agreement jointly and severally hereby release, remise, and forever discharge each and every other party hereto from any and all actions, causes of action, suits, claims, damages, costs, and expenses whatsoever in law or in equity which now exist or which may hereafter arise by reason of any matter, cause, thing, action, or inaction under, pursuant to, or in accordance with this Agreement.

13. All parties hereto agree to assume and pay all costs and expenses incurred for their own personnel and equipment in responding to a request for assistance and no such charges shall be made or assessed to any Requesting Party hereunder, provided, however, the Requesting Party, Paragraph 12 notwithstanding, agrees and shall pay the cost for any special chemicals used by the Responding Party from its own supply. Such costs shall be paid promptly on presentation of an itemized statement.

14. Each party to this Agreement shall assume all costs of salaries, wages, bonuses or other compensation for its own personnel who respond for duty under the terms of this Agreement and shall assume all costs involving the use of apparatus, equipment and tools used specifically in response to the request for aid and shall make no charge for such use to the party requesting assistance; provided, however, any special chemicals used by the responding party from its own supply shall be paid for by the party requesting the aid upon receipt of an itemized statement of costs for such chemicals.

15. Equipment and personnel dispatched by the Responder in response to a request will operate under the immediate supervision and control of the senior firefighting official in charge of the dispatched equipment and personnel, but under the general direction of the senior firefighting official of the Requester at the scene of the fire.

16. It is agreed by the parties to this Agreement that no requests will be made, nor any assistance rendered, for fires occurring outside the jurisdictional limits of the Requester.

17. It is further understood by the parties to this Agreement that no assistance will be rendered in cases of civil disorder, or riots, except that assistance will be rendered in cases of major conflagrations during a firefighters' strike where the safety and lives of citizens are in imminent peril.

18. This Agreement shall be valid only when it is executed by the Chief Executive Officer of the respective parties pursuant to the authority duly granted by the governing bodies of such parties.

19. This Agreement supersedes and replaces any and all mutual aid agreements previously entered into among the parties hereto and shall remain in effect until terminated by all parties hereto in the form of written notice setting forth the date of termination. Any one party hereto may withdraw from this Agreement and terminate it with regard to that party. Such withdrawal shall be made by 30 days written notice to all other parties, but such notice shall not terminate the Agreement among the remaining parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

Approved as to Form
and Legality

William E. Loring
City Attorney

CITY OF OAK RIDGE

By: Ray J. Pruitt
Mayor

Attest: Jacqueline J. Bernard
City Clerk

TOWN OF OLIVER SPRINGS

By: Keith Johnson
Mayor

Attest: Charles Spalding

ANDERSON COUNTY VOLUNTEER FIRE
DEPARTMENT, MARLOW UNIT

By: Charles E. Wilson
CHAIRMAN OF TRUSTEES

Attest: [Signature]
ADMINISTRATIVE OFFICER

KARNS VOLUNTEER FIRE DEPARTMENT

By: Vigil R. Hulbert
PRESIDENT

Attest: [Signature]

During an Emergency Evacuation, Go to Assembly Station 10

- ① 9401-5
- ② 9722
- ③ 9720-14
- ④ 9720-51
- ⑤ 9720-18

Figure 5
OD-7

EVACUATION ROUTE

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Mayor of Oliver Springs
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