

RESOLUTIONS (COND'T)

88-114

12-19-88

A resolution approving the items on the consent calendar and authorizing City Officers to sign contract documents.



RESOLUTIONS (COND'T)

88-104	12-05-88	A resolution approving a grant application to the Oregon Economic Development Department and authorizing City Officers to act.
88-105	12-05-88	A resolution initiating a process to prepare a Business District Development Plan.
88-106	VOID	
88-107	VOID	
88-108	12-19-88	A resolution approving a State Business Certificate Annual Renewal for Jones Auto Wrecking.
88-109	12-05-88	Resolution Failed.
88-110	12-05-88	A resolution approving the items on the consent calendar and authorizing City Officers to sign contract documents.
88-111	12-05-88	A resolution approving and authorizing City support for locating the Columbia Gorge Interpretive Center and the purchase, development and operation of a water resource at the Crates Point Site.
88-112	12-19-88	A resolution authorizing the City of The Dalles to purchase a used 1978 Ford ambulance and exempting said purchase from competitive bidding, authorizing officers to act and declaring ambulance #3 a 1971 Chevrolet Suburban - Vin No. CE261A619479 to be surplus.
88-113	12-19-88	A resolution establishing new rates to be charged by The Dalles Disposal Service, Inc. for handling a new level of service for Mid Columbia Medical Center which involves the collection of Bio-Medical Waste and approving said rates effective October 20, 1988.

RESOLUTIONS (COND'T)

88-093	11-03-88	A resolution repealing Resolution No. 86-97 which designated 12% of water fees to be applied to the retirement of General Obligation Water Bonds of 1980.
88-094	11-07-88	A resolution approving the items on the consent calendar and authorizing City Officers to sign contract documents.
88-095	11-21-88	A resolution adopting the City of The Dalles 1989 State Legislative Program.
88-096	11-21-88	A resolution approving water and sanitary sewer hookups for the Polehn Farms Fruit Processing Plant.
88-097	11-21-88	A resolution approving a Transportation Center concept at Federal and East First Streets.
88-098	11-21-88	A resolution directing staff to prepare an ordinance vacating a portion of Federal Street.
88-099	11-21-88	A resolution approving an amendment to The Dalles Art Association lease agreement with the City and authorizing the signing of the amendment.
88-100	11-21-88	A resolution recommending the Oregon Liquor Control Commission approve the application for a community events dispenser license submitted by The Dalles Area Chamber of Commerce; and deny waiver of the \$35.00 fee.
88-101	VIOD	
88-102	11-21-88	A resolution approving the items on the consent calendar and authorizing City Officers to sign contract documents.
88-103	11-21-88	A resolution supporting Wasco County sites for the Columbia Gorge Interpretive Center.

RESOLUTIONS (COND'T)

88-084            VOID

88-085            10-17-88            A resolution adopting City of The Dalles, Oregon, Oil and Hazardous Materials Emergency Response Plan.

88-086            10-17-88            A resolution rescinding resolution No. 88-75 establishing October 19, 1988 at 7:00 p.m. as the date and time for a special City Council meeting and rescheduling the meeting for November 3, 1988 at 7:00 p.m. to authorize issuance and sale of advance refunding of bonds, appointing an escrow agent and approving a bond purchase agreement.

88-087            10-17-88            A resolution supporting the Northern Wasco County People's Utility District's New Hydro Project on The Dalles Dam.

88-088            10-17-88            A resolution approving the items on the consent calendar and authorizing City Officers to sign contract documents.

88-089            11-07-88            A resolution authorizing officers to act.

RESOLUTION'S (COND'T)

88-090            11-07-88            A resolution setting November 21st, 1988 and December 5, 1988 as the dates to consider a grant application to the Oregon Economic Development Department.

88-091            10-17-88            A resolution approving agreement with The Dalles Police Officers Association.

88-092            11-03-88            A resolution of the City of The Dalles, Oregon authorizing the issuance and sale of General Obligation Advance Refunding Bonds, Series 1988; approving an escrow deposit agreement; and approving a purchase agreement; and irrevocably calling for redemption of the General Obligation Water Bonds of 1980.

RESOLUTION NO. 88-114

A RESOLUTION APPROVING THE ITEMS ON THE  
CONSENT CALENDAR AND AUTHORIZING CITY  
OFFICERS TO SIGN CONTRACT DOCUMENTS

WHEREAS, certain business items of a routine nature are  
periodically brought before City Council for action; and,

WHEREAS, City Council desires to conduct its meetings in  
an efficient and effective manner; and,

WHEREAS, City Council desires to dispose of routine matters  
so that Council may focus its attention on the major policy issues  
facing the community; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL AS FOLLOWS:

Section 1. Items Approved. The items appearing on the  
Consent Calendar are hereby approved:

1. Consent Calendar Resolution for Council Action.
2. Approval of City Council meeting minutes of  
December 5, 1988.
3. Request for partial payment in the amount of \$1,890.50 to  
M-K Drilling Co. for the Kelly Avenue Landslide  
Dewatering Project.
4. Request for partial payment in the amount of \$5,290.59 to  
Shannon & Wilson Inc. for the Kelly Avenue Landslide  
Dewatering Project.
5. Request for partial payment #2 in the amount of \$3,787.16  
to Engineering and Design Associates on the 1988 Computer  
Aided Mapping of the City Sewer System Project.
6. Request for a Community Event Dispenser Liquor License for  
the Knights of Columbus Council #1598.




Section 2. Officers to Act. City Officers are hereby authorized to sign contract documents and do such other acts as are necessary and proper.

PASSED AND ADOPTED THIS 19TH DAY OF DECEMBER 1988.

Voting Yes, Councilmembers:	<u>Clark, Spadt, Probstfield, Phillips, Will</u>
Voting No, Councilmembers:	<u>None</u>
Absent, Councilmembers:	<u>None</u>
Abstaining, Councilmembers:	<u>None</u>

AND APPROVED BY THE MAYOR THIS 19TH DAY OF DECEMBER 1988.

  
\_\_\_\_\_  
John Mabrey, Mayor

ATTEST:

  
\_\_\_\_\_  
Barbara Schroeder, City Clerk



RESOLUTION NO. 88-113

A RESOLUTION ESTABLISHING NEW RATES TO BE CHARGED BY THE DALLES DISPOSAL SERVICE, INC. FOR HANDLING A NEW LEVEL OF SERVICE FOR MID-COLUMBIA MEDICAL CENTER WHICH INVOLVES THE COLLECTION OF BIO-MEDICAL WASTE AND APPROVING SAID RATES EFFECTIVE OCTOBER 20, 1988

WHEREAS, The Dalles Disposal Service, Inc. has requested a new rate be established for handling a new level of service which involves the collection of bio-medical waste; and,

WHEREAS, General Ordinance No. 85-1062, Section 8, requires rates be established by City Council by resolution; and

WHEREAS, due to the health hazard involved in the product being picked up the provider initiated service to Mid-Columbia Medical Center at the same time approval of rates was requested; and

WHEREAS, it is in the best interest of the community to provide a safe and reliable method for collection of bio-medical wastes; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL AS FOLLOWS:

Section 1. Rates Established. That the City Council approves the establishment of the following rates for handling a new level of service for collection and disposal of bio-medical waste at Mid-Columbia Medical Center. \$6.00 per pick-up per container, \$3.50 per 30 gallon container and liner (pick-up not included); \$1.25 per lines (pick-up and container not included).

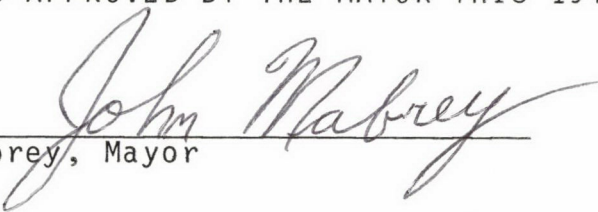
Section 2. Rates retroactive to October 20, 1988. Due to the potential health hazard involved in collection of this waste, The Dalles Disposal Service, Inc. initiated service to the Mid-Columbia Medical Center at the same time approval of rates was requested. City Council authorizes the rate to be retroactive to October 20, 1988.



PASSED AND ADOPTED THIS 19TH DAY OF DECEMBER 1988.

Voting Yes, Councilmembers:	Phillips, Clark, Probstfield, Spadt, Will
Voting No, Councilmembers:	None
Absent, Councilmembers:	None
Abstaining, Councilmembers:	None

AND APPROVED BY THE MAYOR THIS 19TH DAY OF DECEMBER 1988.

  
\_\_\_\_\_  
John Mabrey, Mayor

ATTEST:

  
\_\_\_\_\_  
Barbara Schroeder, City Clerk

RESOLUTION NO. 88-112

A RESOLUTION AUTHORIZING THE CITY OF THE DALLES TO PURCHASE A USED 1978 FORD AMBULANCE AND EXEMPTING SAID PURCHASE FROM COMPETITIVE BIDDING, AUTHORIZING OFFICERS TO ACT AND DECLARING AMBULANCE #3 A 1971 CHEVROLET SUBURBAN - VIN NO. CE261A619479 TO BE SURPLUS

WHEREAS, the City of The Dalles Fire Department has a reserve account to replace ambulances; and

WHEREAS, two of The Dalles Fire Department ambulances need immediate replacement; and

WHEREAS, Ambulance #3 is a 1971 Chevrolet Suburban with 75,000 miles on it, which is non-conforming to Oregon Ambulance Licensing laws and which would be unneeded if a replacement were obtained; and

WHEREAS, Oregon Museum of Science and Industry (OMSI) has a used 1978 Ford E250 Modular Ambulance Corp ambulance with 20,000 miles equipped with some ambulance equipment and a 4 channel radio available to the City of the Dalles for \$10,000; and

WHEREAS, the reserve account has insufficient funds to replace both old units with new units but does have sufficient funds to purchase one used and one new unit; and

WHEREAS, it is unusual to find used ambulances with low mileage and in good condition; and

WHEREAS, no used ambulance dealers are known by staff to exist closer than Kansas; and

WHEREAS, the City of The Dalles has held a public hearing to consider the exemption of this purchase from competitive bidding; and





WHEREAS, it would be in the best interest of the public to purchase the used 1978 ambulance from OMSI; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL AS FOLLOWS:

Section 1. Exemption from Bidding Process. The City Council finds that the purchase from OMSI of a used 1978 Ford Ambulance will not result in favoritism or substantially diminish competition and will result in considerable cost savings to the City of The Dalles and is therefore exempt from the bidding process.

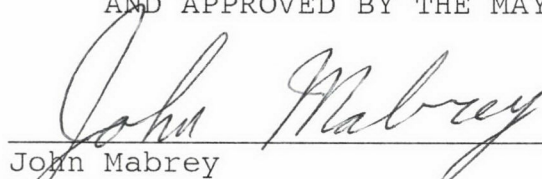
Section 2. Property Declared Surplus. Ambulance #3, a 1971 Chevrolet Suburban - VIN CE261A619479 is hereby declared surplus.

Section 3. City Officers to Act. The Fire Chief is hereby authorized to purchase the used 1978 Ford ambulance, Serial No. E24ARB7430/VVF0012, for \$10,000 from OMSI in Portland, Oregon and to sell ambulance #3.


PASSED AND ADOPTED THIS 19TH DAY OF DECEMBER, 1988.

Voting Yes, Councilmembers:	<u>Clark, Phillips, Probstfield, Spadt, Will</u>
Voting No, Councilmembers:	<u>None</u>
Absent, Councilmembers:	<u>None</u>
Abstaining, Councilmembers:	<u>None</u>

AND APPROVED BY THE MAYOR THIS 19TH DAY OF DECEMBER, 1988.

  
\_\_\_\_\_  
John Mabrey  
Mayor

ATTEST:

  
\_\_\_\_\_  
Barbara Schroeder, City Clerk

RESOLUTION NO. 88-111

A RESOLUTION APPROVING AND AUTHORIZING CITY  
SUPPORT FOR LOCATING THE COLUMBIA GORGE  
INTERPRETIVE CENTER AND THE PURCHASE, DEVELOPMENT  
AND OPERATION OF A WATER RESOURCE AT THE CRATES  
POINT SITE

WHEREAS, Crates Point has been selected by the Columbia River Gorge Commission as one of five final sites for further consideration of siting the Interpretive Center; and

WHEREAS, the Crates Point site for the interpretive center contains two wells with a production capability of 288,000 gallons per day; and

WHEREAS, it is estimated by Utilities Department staff that the interpretive center will need 36,300 gallons per day leaving a balance of 251,700 gallons per day for use by the City to help relieve the water problems in the industrial area and to supplement City water system needs; and

WHEREAS, there are currently water quality problems in the Port industrial area south of Crates Point; and

WHEREAS, the City lacks sufficient water supplies to adequately meet the planned development needs of this industrial area; and

WHEREAS, an eight inch line from the Crates Point wells and proposed reservoir would provide 251,700 gallons per day to the Port industrial service area; and

WHEREAS, the ownership of water rights from the two wells would serve as a supply reserve that could be reapplied to other existing wells in the ground water resource; and



WHEREAS, there is a City, community and public benefit of acquiring and developing a water resource at Crates Point; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL:

Section 1. The City Council authorizes \$226,000 from the Water Bond Construction Fund for the following: (1) purchase of two wells and water rights; (2) purchase of land for wellhouse, reservoir, disinfecting equipment, vehicle access, and security installations; and (3) for construction costs at the Crates Point site shown in Exhibit "A".

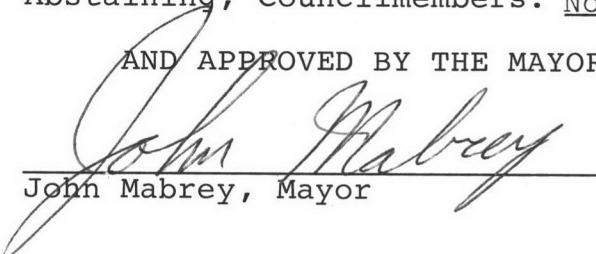
Section 2. It is the intent that the City own certain lands at Crates Point, all with water rights.

Section 3. The City Council authorizes the City Manager to negotiate with Wasco County the purchase of land needed for development of the two wells at the Crates Point Site.

PASSED AND ADOPTED THIS 5TH DAY OF DECEMBER, 1988.

Voting Yes, Councilmembers: Clark, Phillips, Probstfield, Spadt, Will  
Voting No, Councilmembers: None  
Absent, Councilmembers: None  
Abstaining, Councilmembers: None

AND APPROVED BY THE MAYOR THIS 5TH DAY OF DECEMBER, 1988.

  
John Mabrey, Mayor

ATTEST:

  
Barbara Schroeder, City Clerk

RESOLUTION NO. 88-110

A RESOLUTION APPROVING THE ITEMS ON THE CONSENT CALENDAR  
AND AUTHORIZING CITY OFFICERS TO SIGN CONTRACT DOCUMENTS

WHEREAS, certain business items of a routine nature are  
periodically brought before City Council for action; and,

WHEREAS, City Council desires to conduct its meetings in an  
efficient and effective manner; and,

WHEREAS, City Council desires to dispose of routine matters so  
that Council may focus its attention on the major policy issues  
facing the community; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL:

Section 1. Items Approved. The items appearing on the  
Consent Calendar are hereby approved:

1. Consent Calendar Resolution for Council Action.
2. Approval of City Council meeting minutes of  
November 21, 1988.
3. Award bid for Vibratory Roller.

Section 2. Officers to Act. City Officers are hereby  
authorized to sign contract documents and do such other acts as  
are necessary and proper.

PASSED AND ADOPTED THIS 5TH DAY OF DECEMBER, 1988.

Voting Yes, Councilmembers:	<u>Clark, Phillips, Probstfield, Spadt, Will</u>
Voting No, Councilmembers:	<u>None</u>
Absent, Councilmembers:	<u>None</u>
Abstaining, Councilmembers:	<u>None</u>

AND APPROVED BY THE MAYOR THIS 5TH DAY OF DECEMBER, 1988.

ATTEST:

Barbara Schroeder  
Barbara Schroeder  
City Clerk

John Mabrey  
John Mabrey, Mayor  
**INDEXED**



Resolution Failed

RESOLUTION NO. 88-109

A RESOLUTION ALLOWING FOR THE PARKING OF RECREATIONAL VEHICLES UPON THE STREET AT 918 EAST 15TH PLACE AND 920 EAST 15TH PLACE FOR A ONE YEAR PERIOD SUBJECT TO SEVEN (7) DAYS WRITTEN NOTICE OF CANCELLATION; AND ADOPTING CRITERIA BY WHICH FUTURE REQUESTS WILL BE JUDGED

WHEREAS, Mr. and Mrs. Broer of 918 East 15th Place and Mr. and Mrs. Homer of 920 East 15th Place each have requested a permit to park a Recreational Vehicle upon the street in front of their residences; and

WHEREAS, the parking of such vehicles will not cause traffic or visibility hazards, block access by the City Operations Department Equipment, or hinder emergency vehicle traffic; and

WHEREAS, signatures of all homeowners who live on East 15 Place have been obtained indicating they do not object to a permit being issued for parking of the vehicles upon a street or public property with permission of the City Council; and

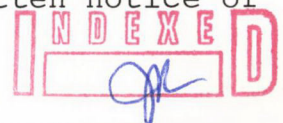
WHEREAS, it is in the best interest of the community to establish criteria by which future requests are to be judged; and

WHEREAS, it is in the best interest of the community to establish criteria by which future requests are to be judged; and

WHEREAS, this request meets the criteria determined to be necessary for judging such requests; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL AS FOLLOWS:

Section 1. Parking Authorization. That the City Council hereby approves the request for parking of a Recreational Vehicle upon the street at 918 East 15th Place and 920 East 15th Place for a one year period subject to seven (7) days written notice of cancellation.



Section 2. Adoption of Criteria for Judging Future Requests. That the City Council hereby adopts the following as the criteria by which future requests will be judged: 1) No traffic or visibility hazards will be caused by the request; 2) Written approval is obtained from surrounding neighbors located on either side of the street for a distance of 250' in each direction from the center point of the street right of way frontage line of the lot making the request; 3) The street will remain clear for emergency vehicle traffic; 4) The stored vehicle will not block necessary access by City Operations Department equipment.

PASSED AND ADOPTED THIS 5TH DAY OF DECEMBER 1988.

Voting Yes, Councilmembers:	<u>Phillips, Probstfield</u>
Voting No, Councilmembers:	<u>Clark, Spadt, Will</u>
Absent, Councilmembers:	<u>None</u>
Abstaining, Councilmembers:	<u>None</u>

AND APPROVED BY THE MAYOR THIS 5TH DAY OF DECEMBER 1988.

John Mabrey, Mayor

Barbara Schroeder, City Clerk

RESOLUTION NO. 88-10

A RESOLUTION APPROVING A STATE BUSINESS  
CERTIFICATE ANNUAL RENEWAL FOR JONES  
AUTO WRECKING

WHEREAS, an annual renewal application for a Business Certificate as a Wrecker of Motor Vehicles, has been submitted by Jones Auto Wrecking located at 749 Snipes West; and

WHEREAS, the application form requires City staff certification that the City Council has given approval based on compliance with State statutes pertaining to wrecking yard operation; and

WHEREAS, the Police, Fire, and Community and Economic Development Departments have found the Jones Auto Wrecking operation to be in compliance with applicable State Statutes; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL AS FOLLOWS:

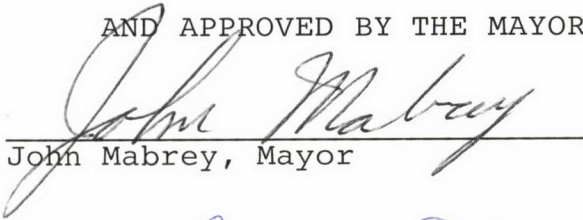
Section 1. Approval. The annual renewal application for a Business Certificate as a Wrecker of Motor Vehicles submitted by Jones Auto Wrecking, located at 749 Snipes West, is approved.

Section 2. Officers to Act. The City Community and Economic Development Director is hereby authorized to sign said renewal application.

PASSED AND ADOPTED THIS 19TH DAY OF DECEMBER, 1988.

Voting Yes, Councilmembers: Clark, Phillips, Probstfield, Spadt, Will  
Voting No, Councilmembers: None  
Absent, Councilmembers: None  
Abstaining, Councilmembers: None

AND APPROVED BY THE MAYOR THIS 19TH DAY OF DECEMBER, 1988.

  
John Mabrey, Mayor

ATTEST:   
Barbara Schroeder, City Clerk





RESOLUTION NO. 88-105

A RESOLUTION INITIATING A PROCESS TO PREPARE A  
BUSINESS DISTRICT DEVELOPMENT PLAN

WHEREAS, an Overall Economic Development Action Program has been prepared for The Dalles Area which recognizes the importance of the commercial sector in diversification of the area economy; and

WHEREAS, the City Council is concerned with proper planning for commercial areas; and

WHEREAS, previous plans for downtown development are in need of updating and specific plans for other business districts have not been prepared; and

WHEREAS, the City is beginning periodic review of the Comprehensive Plan including the economy element; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL AS FOLLOWS:

Section 1. Proposal Adopted. That City Council adopts a staff recommendation for a process to review the City's Comprehensive Plan and develop a business district development plan.

Section 2. Task Force. That the Mayor be authorized to send letters to solicit task force membership from business groups identified in the staff proposal.

Section 3. Consultant Proposals. That City Council authorizes staff to seek proposals from consulting firms for technical assistance.

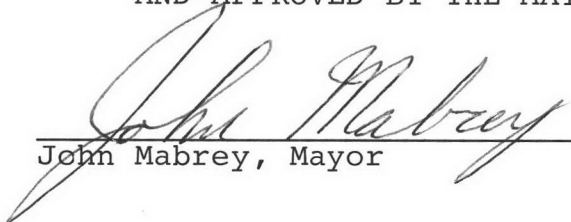
PASSED AND ADOPTED THIS 5TH DAY OF DECEMBER, 1988.

Voting Yes, Councilmembers: Phillips, Spadt, Probstfield, Clark, Will  
Voting No, Councilmembers: None  
Absent, Councilmembers: None  
Abstaining, Councilmembers: None





AND APPROVED BY THE MAYOR THIS 5TH DAY OF DECEMBER, 1988.

  
\_\_\_\_\_  
John Mabrey, Mayor

ATTEST:

  
\_\_\_\_\_  
Barbara Schroeder, City Clerk

RESOLUTION NO. 88-104

A RESOLUTION APPROVING A GRANT APPLICATION TO THE  
OREGON ECONOMIC DEVELOPMENT DEPARTMENT AND  
AUTHORIZING CITY OFFICERS TO ACT

WHEREAS, public hearings were held on November 21, and December 5, 1988, to consider a community development grant application to the Oregon Economic Development Department; and

WHEREAS, testimony was received supporting the need for a housing rehabilitation program in The Dalles; and

WHEREAS, housing rehabilitation program funds would be used to repair older homes owned by low and moderate income families, thereby preserving affordable housing units and improving the appearance of the City's neighborhoods; and

WHEREAS, a policy of The Dalles Comprehensive Plan Housing Goal is "to provide programs that enable low and moderate income people to obtain safe and sanitary housing"; and

WHEREAS, the City Council of the City of The Dalles deems it in the best interest of the citizens of the City of The Dalles to give approval to the housing rehabilitation program application; NOW, THEREFORE,

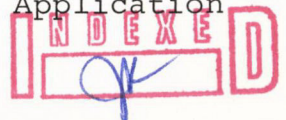
BE IT RESOLVED BY THE CITY COUNCIL AS FOLLOWS:

Section 1. Application Approved.

An application for housing rehabilitation assistance through the Oregon Economic Development Department - Community Development Program, is hereby approved by the City of The Dalles.

Section 2. Officers to Act.

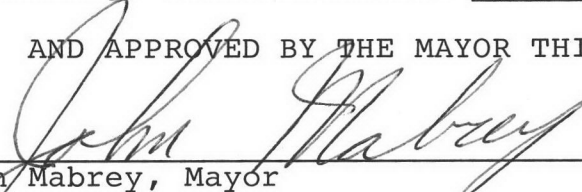
The Mayor, City Clerk and such other officers and employees of the City of The Dalles are hereby authorized to sign an Application and to do such other acts as are necessary and proper.

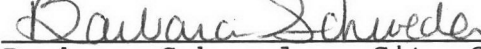


PASSED AND ADOPTED THIS 5TH DAY OF DECEMBER, 1988.

Voting Yes, Councilmembers: Clark, Phillips, Probstfield, Spadt, Will  
Voting No, Councilmembers: None  
Absent, Councilmembers: None  
Abstaining, Councilmembers: None

AND APPROVED BY THE MAYOR THIS 5TH DAY OF DECEMBER, 1988.

  
\_\_\_\_\_  
John Mabrey, Mayor

ATTEST:   
\_\_\_\_\_  
Barbara Schroeder, City Clerk

RESOLUTION NO. 88-103

A RESOLUTION SUPPORTING WASCO COUNTY SITES  
FOR THE COLUMBIA GORGE INTERPRETIVE CENTER

WHEREAS, at the November 15, 1988 meeting, the Columbia Gorge Commission selected five finalists for siting of the Interpretive Center including Mayer State Park - River Site, Crates Point, and Mayer State Park - Borrow Pit in Wasco County; and

WHEREAS, an eastern Gorge location in Wasco County would best benefit the visitor by serving as an introduction for those traveling west, a destination for those traveling east, and as a mid point for those travellers making a loop or round trip within the Gorge; and

WHEREAS, a Wasco County location will provide the greatest economic benefit to Gorge communities by providing maximum exposure to cities, recreation areas, and points of interest by east-bound visitors; and

WHEREAS, The Dalles has the largest population and available services out number those found in other Gorge communities; and

WHEREAS, travellers on the north-south Highway 97/197 corridor will be encouraged into the Scenic Area if the Interpretive Center is located at a site in Wasco County; and



WHEREAS, Wasco County offers the sunniest area with the least year-round precipitation; and

WHEREAS, the Crates Point site would be an integral part of a shoreline master plan for The Dalles area which emphasizes riverfront access and recreation from the proposed Mayer Park East development to Seufert Park - The Dalles Dam; and

WHEREAS, Mayer State Park and Crates Point are excellent sites in terms of the Columbia River Gorge Commission's siting criteria and mission statement, and because of the advantages of a Wasco County location.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL:

Section 1. The City Council expresses strong and unequivocal support for placement of the Columbia Gorge Interpretive Center at either Mayer State Park or Crates Point for reasons stated above.

Section 2. In the choice between two excellent locations referenced in Section 1, the City Council believes the objectives of the mission statement of the Commission will be best served by the selection of Crates Point as the site for the Interpretive Center due to its closer proximity to an urban area.

Section 3. The City Council of The Dalles extends its thanks and congratulations to the Columbia River Gorge Commission and staff for the extensive and thorough analysis of the entire matter of siting the Interpretive Center.

PASSED AND ADOPTED THIS 21ST DAY OF NOVEMBER, 1988.

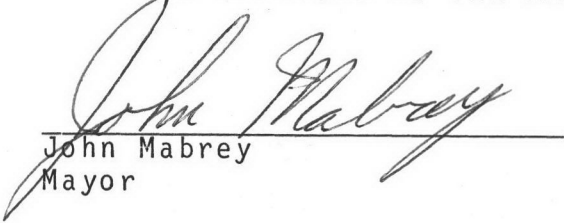
Voting Yes, Councilmembers: Phillips, Clark, Probstfield, Spadt, Will

Voting No, Councilmembers: None

Absent, Councilmembers: None

Abstaining, Councilmembers: None

AND APPROVED BY THE MAYOR THIS 21ST DAY OF NOVEMBER, 1988.

  
John Mabrey  
Mayor

ATTEST:

  
Barbara Schroeder  
City Clerk



RESOLUTION NO. 88-102

A RESOLUTION APPROVING THE ITEMS ON THE  
CONSENT CALENDAR AND AUTHORIZING CITY  
OFFICERS TO SIGN CONTRACT DOCUMENTS

WHEREAS, certain business items of a routine nature are  
periodically brought before the City Council for action; and

WHEREAS, the City Council desires to conduct its meetings  
in an efficient and effective manner; and,

WHEREAS, the City Council desires to dispose of routine  
matters so that the Council may focus its attention on the  
major policy issues of the community; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL AS FOLLOWS:

Section 2. Items Approved. The items appearing on the  
Consent Calendar are hereby approved:

1. Consent Calendar Resolution for Council action.
2. Approval of the November 3, 1988 special City Council  
meeting minutes.
3. Approval of the November 7, 1988 regular City Council  
meeting minutes.
4. Request to call for bids for Chlorinator Preventative  
Maintenance Program.

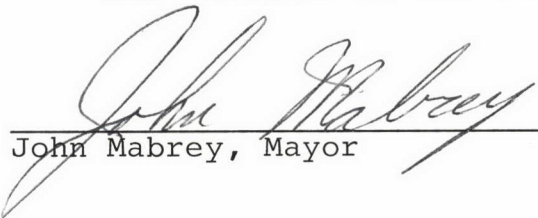
Section 2. Officers to Act. City Officers are hereby  
authorized to sign contract documents and do such other acts as  
are necessary and proper.

PASSED AND ADOPTED THIS 21ST DAY OF NOVEMBER 1988.


Voting Yes, Councilmembers:	<u>Clark, Phillips, Probstfield, Spadt, Will</u>
Voting No, Councilmembers:	<u>None</u>
Absent, Councilmembers:	<u>None</u>
Abstaining, Councilmembers:	<u>None</u>



AND APPROVED BY THE MAYOR THIS 21ST DAY OF NOVEMBER, 1988.

  
\_\_\_\_\_  
John Mabrey, Mayor

ATTEST:

  
\_\_\_\_\_  
Barbara Schroeder, City Clerk



RESOLUTION NO. 88-101

A RESOLUTION DISMISSING ACTION ON  
VACATING A PORTION OF FEDERAL STREET.

WHEREAS, public notice has been given and a public hearing was held on November 21, 1988, to consider a street vacation of a portion of Federal Street between East First Street and the alley between East First and Second Street because of the potential siting of a transportation center; and

WHEREAS, the action taken by City Council regarding the siting option for the transportation center does not require vacating a portion of Federal Street; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL AS FOLLOWS:

Section 1. That action on the matter is dismissed and that a portion of Federal Street not be vacated.

PASSED AND ADOPTED THIS 21ST DAY OF NOVEMBER, 1988.

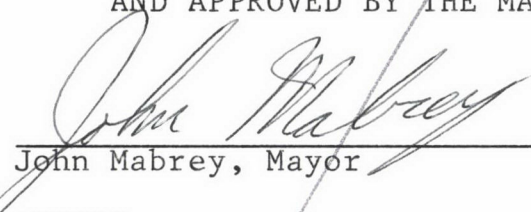
Voting Yes, Councilmembers: \_\_\_\_\_

Voting No, Councilmembers: \_\_\_\_\_

Absent, Councilmembers: \_\_\_\_\_

Abstaining, Councilmembers: \_\_\_\_\_

AND APPROVED BY THE MAYOR THIS 21ST DAY OF NOVEMBER, 1988.

  
\_\_\_\_\_  
John Mabrey, Mayor

ATTEST:

\_\_\_\_\_  
Barbara Schroeder, City Clerk



RESOLUTION NO. 88-100

A RESOLUTION RECOMMENDING THE OREGON LIQUOR CONTROL COMMISSION APPROVE THE APPLICATION FOR A COMMUNITY EVENTS DISPENSER LICENSE SUBMITTED BY THE DALLES AREA CHAMBER OF COMMERCE; AND DENY WAIVER OF THE \$35.00 FEE

WHEREAS, The Dalles Area Chamber of Commerce has made application to the Oregon Liquor Control Commission for a Community Events Dispenser license; and

WHEREAS, The requested license will be for The Dalles Area Chamber of Commerce Christmas Gala event on December 10, 1988, for Chamber members and guests; and

WHEREAS, State statute requires City Council endorsement on this application as a Community Events Dispenser license allows for the sale of distilled liquor, wine and malt beverages by the drink for consumption on the premises; and

WHEREAS, The Chief of Police recommends approval of the license request; and

WHEREAS, The Dalles Area Chamber of Commerce requests City Council waive the \$35.00 fee as The Chamber is a non-profit organization and will not profit from the sale of liquor at this event; and

WHEREAS, The Dalles City Ordinance #84-1059 establishes a fee of \$35.00 for renewal or temporary licenses and does not provide for waiver of fees for non-profit organizations; NOW THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL AS FOLLOWS:

Section 1. Recommending Approval. That City Council recommend



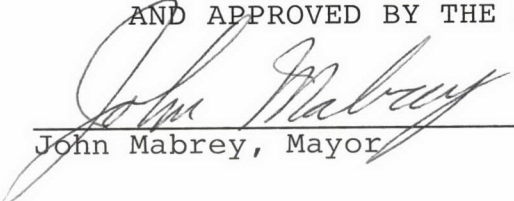
the Oregon Liquor Control Commission approve the application for a Community Events Dispenser license submitted by The Dalles Area Chamber of Commerce.

Section 2. Deny Waiver of Fee. That City Council deny the request of The Dalles Area Chamber of Commerce for waiver of the \$35.00 fee.

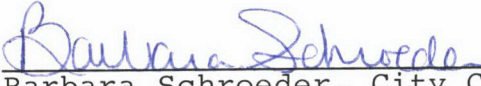
PASSED AND ADOPTED THIS 21ST DAY OF NOVEMBER, 1988.

Voting Yes, Councilmembers:	<u>Clark, Phillips, Probstfield, Spadt, Will</u>
Voting No, Councilmembers:	<u>None</u>
Absent, Councilmembers:	<u>None</u>
Abstaining, Councilmembers:	<u>None</u>

AND APPROVED BY THE MAYOR THIS 21ST DAY OF NOVEMBER, 1988.

  
\_\_\_\_\_  
John Mabrey, Mayor

ATTEST:

  
\_\_\_\_\_  
Barbara Schroeder, City Clerk



RESOLUTION NO. 88-99

A RESOLUTION APPROVING AN AMENDMENT TO  
THE DALLES ART ASSOCIATION LEASE AGREEMENT  
WITH THE CITY AND AUTHORIZING THE SIGNING  
OF THE AMENDMENT.

WHEREAS, the City of The Dalles owns the building leased by  
The Dalles Art Association; and

WHEREAS, the Art Association wishes to expend funds on an  
ongoing program of repairs and improvements to the building and  
grounds and to provide City Council with an annual report of  
improvements completed during the past year and for the upcoming  
year; and

WHEREAS, the City Council desires to facilitate said repair  
and improvement program by reducing the Art Association's rent  
payment to provide the Association with an additional source of  
funds to accomplish said repair and improvement program; and

WHEREAS, the parties desire to continue the authority of the  
Art Association to sublease a portion of the premises to Treaty  
Oak Community College; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL AS FOLLOWS:

Section 1. Amendment Approval. The Lease Amendment,  
attached hereto as Exhibit A and by this reference made a part  
hereof, is approved.

Section 2. Officers to Act. The City Manager is hereby  
authorized to sign said Amendment and the officers and employees



of the City of The Dalles are hereby authorized to do such other acts as are necessary and proper.

PASSED AND ADOPTED THIS 21ST DAY OF NOVEMBER 1988.

Voting Yes, Councilmembers:	<u>Clark, Phillips, Probstfield, Spadt, Will</u>
Voting No, Councilmembers:	<u>None</u>
Absent, Councilmembers:	<u>None</u>
Abstaining, Councilmembers:	<u>None</u>

AND APPROVED BY THE MAYOR THIS 21ST DAY OF NOVEMBER, 1988.

ATTEST:

Barbara Schroeder  
Barbara Schroeder, City Clerk

John Mabrey  
John Mabrey, Mayor

LEASE AMENDMENT

WHEREAS, a lease dated September 15, 1986, is in effect between the City of The Dalles, a municipal corporation of the State of Oregon, Landlord, and The Dalles Art Association, a corporation, Tenant; and

WHEREAS, said lease does not expire until June 30, 1997; and

WHEREAS, the building and grounds which are the subject of the original lease are in need of repairs and improvements which are the responsibility of the Art Association; and

WHEREAS, the Art Association wishes to expend funds on an ongoing program of repairs and improvements to the building and grounds and to provide City Council with an annual report of improvements completed during the past year and for the upcoming year; and

WHEREAS, the City Council desires to facilitate said repair and improvement program by reducing the Art Association's rent payment to provide the Association with an additional source of funds to accomplish said repair and improvement program; and

WHEREAS, the parties desire to continue the authority of the Art Association to sublease a portion of the premises to Treaty Oak Community College; NOW, THEREFORE,

THE PARTIES AGREE AS FOLLOWS:

RENT

Paragraph 1 of the section of the lease entitled "Rent" is amended to read as follows:

1. Basic Rent. Tenant shall pay to Landlord as rent the sum of \$1.00 per year.

### REPAIRS AND MAINTENANCE

The provisions of the existing lease entitled "Repairs and Maintenance" is amended by adding a paragraph 3 to read as follows:

3. Improvement Expenditures. Tenant agrees to annually expend at least \$1,200 in the making of repairs and improvements to the premises. Said expenditures shall not include expenditures for any programs or equipment. Tenant further agrees during the month of December of each year to provide Landlord with a report of all repairs and improvements completed during the calendar year and those planned for the upcoming calendar year as well as the dollar amount expended and to be expended.

### ASSIGNMENT AND SUBLEASE

The paragraph of the lease entitled "Assignment and Sublease" is amended by adding a sentence at the end to read as follows:

Tenant may also rent or sublease a portion of the premises from time to time to Treaty Oak Community College.

IN WITNESS WHEREOF, the parties have executed this lease amendment in duplicate this \_\_\_\_\_ day of November, 1988.

CITY OF THE DALLES,  
a municipal corporation

By \_\_\_\_\_  
Paul Koch, City Manager

ATTEST:

THE DALLES ART ASSOCIATION,  
a corporation

\_\_\_\_\_  
Peggy Dyke, Secretary

By \_\_\_\_\_  
Thomas Wasson, President



RESOLUTION 88-98

A RESOLUTION DIRECTING STAFF TO PREPARE AN ORDINANCE  
VACATING A PORTION OF FEDERAL STREET

WHEREAS, public notice has been given and a public hearing was held on November 21, 1988, to consider a street vacation of a portion of Federal Street between East First Street and the alley between East First and Second Streets; and

WHEREAS, the City Council has approved a siting option for the location of a transportation center which occupies part of Federal Street thereby necessitating partial vacation; and

WHEREAS, the interests of the motoring public and police and fire agencies can be accommodated by the partial vacation; and

WHEREAS, the provision of a transportation center and public restroom is needed for that segment of the community population which utilizes bus and train transportation; a facility which does not currently exist at a safe adequate level to service the public; and

WHEREAS, it is in the public interest to vacate a portion of Federal Street; NOW THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL that staff be directed to prepare an ordinance authorizing partial vacation of that area of Federal Street shown on Exhibit "A" attached hereto and by this reference made a part hereof.

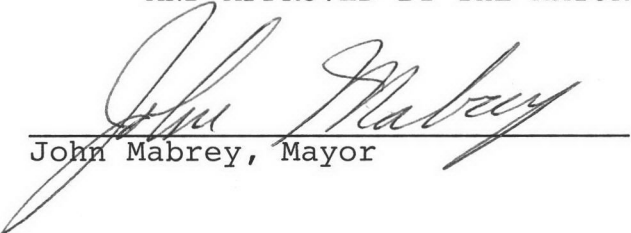
PASSED AND ADOPTED THIS 21ST DAY OF NOVEMBER, 1988.

Voting Yes, Councilmembers: Phillips, Clark, Probstfield, Spadt, Will  
Voting No, Councilmembers: None  
Absent, Councilmembers: None  
Abstaining, Councilmembers: None





AND APPROVED BY THE MAYOR THIS 21ST DAY OF NOVEMBER, 1988.

  
\_\_\_\_\_  
John Mabrey, Mayor

ATTEST:

  
\_\_\_\_\_  
Barbara Schroeder, City Clerk

RESOLUTION NO. 88-97

A RESOLUTION APPROVING A TRANSPORTATION CENTER  
CONCEPT AT FEDERAL AND EAST FIRST STREETS.

WHEREAS, a major need exists to provide the citizens of  
The Dalles with a safe, convenient location for access to Amtrak  
railroad and Greyhound bus services; and

WHEREAS, a transportation center is an important element of  
The Dalles Trade Center Association's Downtown Development Action  
Plan; and

WHEREAS, a private contribution has been pledged to cover a  
major portion of the cost of construction; and

WHEREAS, the City Council has reviewed a detailed analysis  
of siting and building options; and

WHEREAS, this matter has had substantial input from the  
public over the last two months; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL AS FOLLOWS:

Section 1. City Council approves the transportation center  
concept and location as more fully identified in the map  
attached hereto as Exhibit A and by this reference made a part  
hereof.

Section 2. City Council approves the building option for  
the transportation center as more completely described in  
Exhibit B attached hereto and by this reference made a part  
hereof.

Section 3. City Council appropriates funds out of the  
Contingency Account (11-41-66900) not to exceed 50% of the total



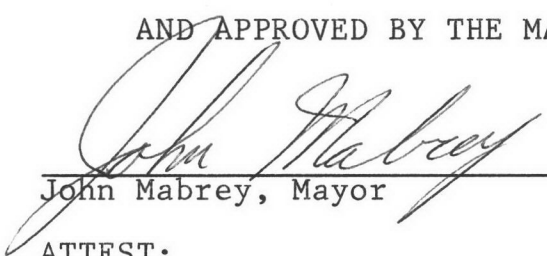
cost for the project subject to the following conditions:

1. Execution of lease agreements with Amtrak and Greyhound for their occupancy in the transportation center.
2. Preparation of construction plans and final cost estimate for the building.
3. Formalization of the Trade Center Association commitment of volunteer donations to equal at least 50% of the project cost.
4. Notification of historic preservation groups of the decision of the City not to use the Railway Express Building and of citizens last opportunity to express a willingness to relocate the building prior to its demolition.

PASSED AND ADOPTED THIS 21ST DAY OF NOVEMBER, 1988.

Voting Yes, Councilmembers:	<u>Phillips, Clark, Probstfield, Spadt, Will</u>
Voting No, Councilmembers:	<u>None</u>
Absent, Councilmembers:	<u>None</u>
Abstaining, Councilmembers:	<u>None</u>

AND APPROVED BY THE MAYOR THIS 21ST DAY OF NOVEMBER, 1988.

  
\_\_\_\_\_  
John Mabrey, Mayor

ATTEST:

  
\_\_\_\_\_  
Barbara Schroeder, City Clerk



# M E M O R A N D U M

## Attachment One

TO: Honorable Mayor and City Council      DATE: November 17, 1988

FROM: Jack Lesch, Community and Economic Development Director  
Daniel R. Meader, Planning Consultant  
Kim McMillan, Project Engineering Manager

RE: Transportation Depot

The Community Development Department and Consulting Staff have, over the past sixty days, undertaken an in depth study of the proposed establishment of a transportation center in the core area of the downtown. What follows is an analysis of the proposal together with a series of options and finally a recommendation from staff regarding the project.

### **BACKGROUND INFORMATION**

The City has faced a problem over the past few months with the relocation of the Greyhound Bus Depot to the east of the City, widely separated from the existing Amtrak station on the western edge of the downtown core area. Many City residents, including seniors and non-drivers, have complained about the bus station location so far from the downtown area, as well as passengers having to wait for a bus at an isolated location.

Secondly, the purchase of the Union Pacific property located at First and Union by the U. S. Postal Service, necessitates the relocation of two facilities. The first, the Railway Express building, located at First and Union Streets, was scheduled to be demolished until acquired by the City for one dollar on September 15, 1988. This structure must either be relocated or demolished and removed from the property. The second, is the small Amtrak station adjacent to the railroad tracks at approximately First and Liberty Streets. Since no means of access was provided by Union Pacific in the property sale, the only legal access Amtrak passengers have is to walk down the right-of-way line from Union Street one and one-half blocks to the Amtrak facility (see Exhibit One). Amtrak officials indicate this facility will have to be relocated to some other place in The Dalles area.

The culmination of these events led to the concept of a downtown transportation center centrally located in the core area and by the railroad to provide a point of transfer for both Amtrak and Greyhound Bus passengers. The facility also would provide downtown restrooms for the general public.

The building would serve as a focal point for downtown revitalization. Located in Federal Street, the proposed facility would serve as the northern anchor for a proposed Federal Street corridor improvement program. The renovated Civic Auditorium would become the southern anchor. Included in the corridor improvement are street lamps, benches, street trees and planters, as well as other pedestrian amenities. A graphic of this proposed concept will be presented at the Council meeting. It was originally intended to move the Railway Express Building from its current location to First and Federal Streets, renovate and rehabilitate the building to resemble its original character and use the facility for the transportation center.

### TRANSPORTATION CENTER USE

The following businesses and business groups have expressed interest in the downtown transportation center concept:

**Amtrak.** Amtrak officials have visited the proposed site and indicated genuine interest in locating their facility in a transportation center. Please see Exhibit Two. The Amtrak passenger service includes the Pioneer making an eastbound run through The Dalles at 12:30 p.m., returning westbound to Portland at 3:00 p.m. The train stops only long enough to embark and disembark passengers. Amtrak officials recognize the current facility must be relocated and are anxious to work with the City for such a relocation. They do state, however, there is no money available from the Federal government to assist in the relocation. It should be recognized Amtrak will incur relocation costs of their current facility if the transportation center does not go forward.

The transportation center should contain separate areas for Amtrak and Greyhound because of different schedules. The current facility has a time lock on it which opens prior to the arrival of train and locks shortly thereafter. A similar lock may have to be provided on the area of the transportation center set aside for Amtrak use.

The loading ramp for the current facility is 25' x 300'. Minimum standards by Amtrak indicate 8' x 300' with approximately a 2-1/2 foot separation between the nearest rail and the loading dock. Based on measurements taken at Federal Street, there is only 7'1" width available to the edge of First Street. In short, either First Street will have to be encroached upon or Amtrak will have to forego one of its standards by 11 inches.

**Greyhound.** Greyhound officials have been on-site and reviewed the proposed transportation center and are quite enthusiastic about it. Greyhound has just moved its terminal from Little Bit Ranch Supply east of The Dalles to the former Rental Center to the west side of The Dalles. The move to the Rental Center property is temporary pending the location of the transportation center downtown or another alternative. Greyhound representatives indicate a minimal space is necessary for the operation. The space at Little Bit Ranch Supply was approximately 12' x 15'. The routing of busses poses the most difficult problem for the siting of a transportation center. Traffic alternatives will be discussed in a later section of this report. However, there are two criteria for bus access:



1. The unloading of passengers must be directly to the right of the parked bus adjacent to a curb. They do not wish to unload busses into traffic.
2. Busses are to park end to end rather than side to side to ease passenger loading and eliminate confusion.

The terminal operator is normally a local person who either provides a space or through a mutual agreement with Greyhound is provided a space to conduct the depot operations. Because of the limited amount of bus travel, this is not a major undertaking. Therefore, Greyhound has indicated it has no money for relocation and their operator would not be able to afford rents in the near term. However, over the long term, something may be worked out. Greyhound has indicated a letter of support will be available by November 21, 1988.

**Dalles City Taxi.** A phone conversation with Mr. Art Marchand on November 15, 1988, indicated he is no longer interested in operating the taxi business. There are no other immediate prospects for this type of business. A space for a taxi service would be available at the transportation center for potential use.

**The Dalles Trade Center Association.** The Dalles Trade Center Association is an expanded reformation of the Downtown Development Association. The expansion includes eligible membership beyond the downtown core area. This group has been working very diligently the past five months and is accomplishing a number of things on a small scale in the downtown area, including building clean up and attractive use of vacant commercial building display windows. The transportation center concept is a high priority in the Trade Association's action plan and was carried to the City by its Board members. As Council is aware, the City subsequently made the commitment to acquire the Railway Express Building for \$1.00, knowing it may have to demolish the building if not suitable for relocation.

The members of The Dalles Trade Center Association have indicated a strong interest in undertaking the transportation center project. Over the past two months as various options and problems came to light, the Trade Association membership has been quick to explore options in resolving the problems and has pressed hard to assure the project moves forward. To that end, a significant cost of the project has been pledged in the form of materials and donated labor to perform the work. This pledge is contained in Exhibit Three.

One of the major reasons for moving forward on the transportation center is the commitment by The Dalles Trade Center Association group to complete this project. The establishment of a partnership between public and private interests, together with the donated time, dollars and labor will be a major accomplishment on behalf of the City and its residents. The transportation center would be a significant functional element in downtown and it will be the catalyst for future revitalization efforts by the Trade Association.

#### **RAILWAY EXPRESS BUILDING**

The Railway Express Building is a 50' x 30' structure with a hip roof. It is constructed on a concrete pad and has no flooring. The walls are of lath and

plaster. The building is thought to have been originally constructed circa 1910, although there have been some indications the original was destroyed by fire and this particular structure was built in the 1930's. The structure is on the National Historic Register as a "Secondary Significant" structure. This means if no alternative for the use of the building is determined and it is to be demolished, a specific detailed photographic record of the building must be undertaken before the demolition can begin. When the City acquired the property from the U. S. Postal Service, it also acquired that obligation.

Preliminary investigations of the building reveal a great amount of deterioration. The south wall has obviously been hit by a piece of equipment and the middle has been shoved outward approximately two inches. To pick up the entire building and move it would be a very difficult undertaking. Without a floor, the walls would have to be braced to avoid possible collapse should they waver. The original estimate for moving, relocating and rehabilitating the building was approximately \$100,000. The proposal from The Dalles Trade Center Association, which will be responsible for most of the labor on the project, is not to attempt to relocate the entire building but to build a new foundation, floor and walls at the selected site and move the roof of the structure to the new location. This replicated or "cloned" structure would utilize the windows, doors and other appurtenances of the original structure and the remainder would be demolished.

#### TRANSPORTATION CENTER LOCATION

The proposed location for the transportation center is based upon the criteria that it: (1) be adjacent to the railroad tracks; (2) be near or in the downtown core area; (3) be a functional, visible addition to the downtown area and (4) provide acceptable access for the busses. The Federal Street location was selected because it is the center of the downtown core area. The Dalles Trade Center Association plans for Federal Street include provision of street lights, street trees, and benches along the Federal Street corridor from First to Fourth Street, linking the transportation center to the Civic Auditorium.

Five siting options are being considered near the Federal Street location and within adjacent parking lots. Prior to listing those options, a general discussion of the situation is presented. Location of the transportation center anywhere in this area will necessitate a loss of parking spaces. The parking spaces were created primarily by the formation of three separate local improvement districts. The original was done in the early 1970's, the second in 1974, and the final in 1986. The City Attorney has advised that the removal of parking spaces from the project areas will require the members of the assessment districts to be reimbursed for the use of the spaces for other than parking. In most cases, this will be a very small amount of money for each property owner. In general terms, the option that uses the least amount of parking spaces is the least costly. Finally, it must be noted that Federal Street from First to the alley between First and Second was included in the Parking District #2 project area.

#### SITING OPTIONS

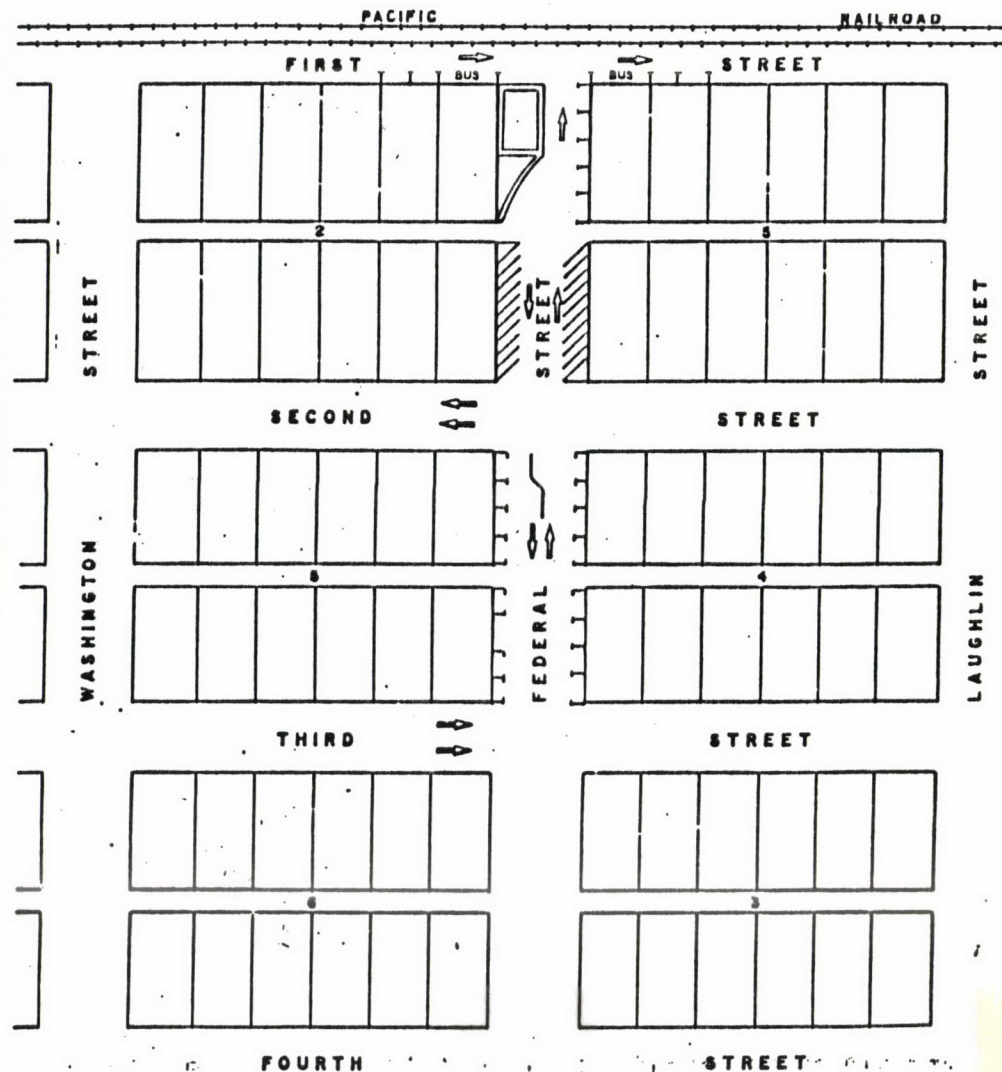
The staff began review of several siting options, from the current location of the REA building at First and Union Street, to various locations on First



Hon. Mayor and City Council  
November 17, 1988  
Page 5

Street to Laughlin Street. The list of options has been reduced to five sites near or in Federal Street. Diagrams of each of the five options, along with comments on pros and cons, follow:

Option No. 1

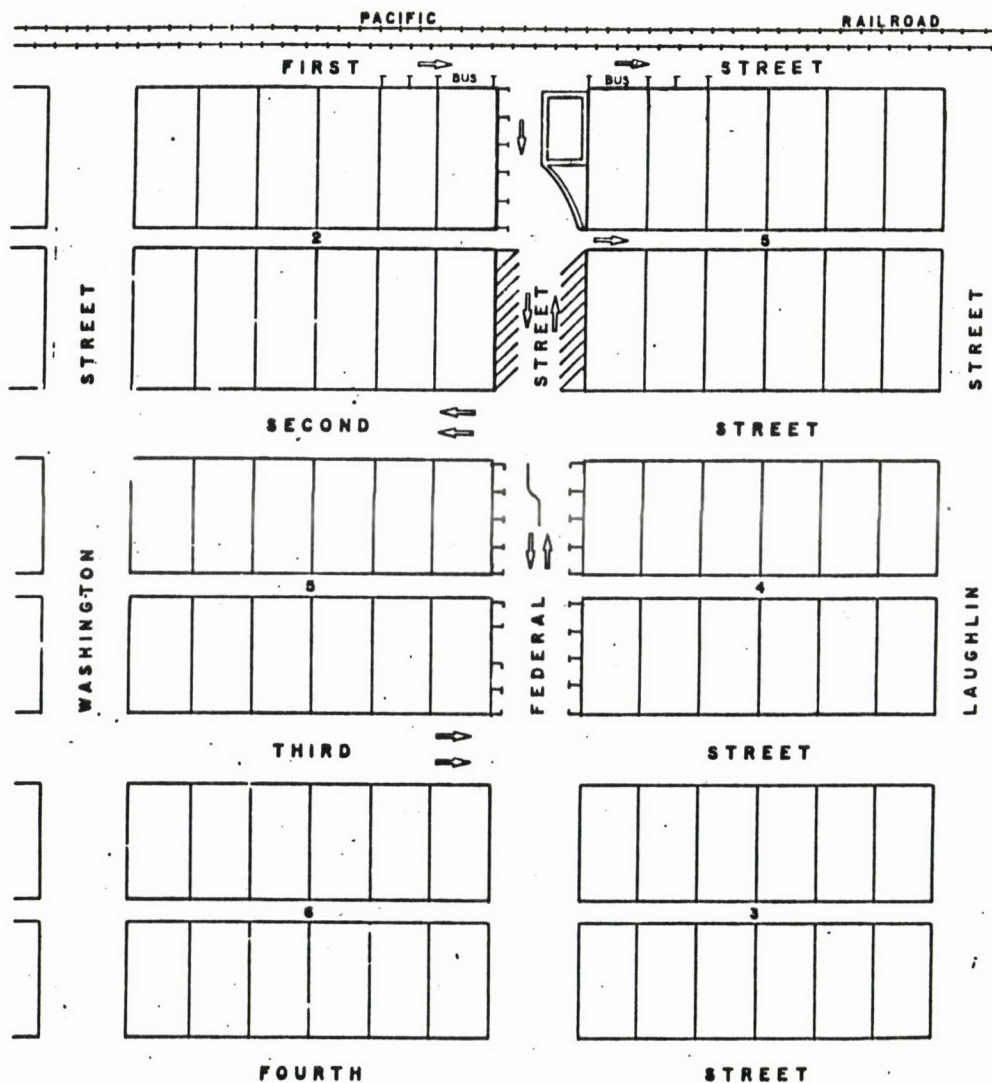


This allows a normal continuation of traffic on Federal Street. It would remove all the parking spaces on the west side of the street and convert the parking spaces from diagonal to parallel on the east side of the street, eliminating 15 parking spaces. The transportation center is approximately 15 feet south of the intersection of First and Federal to accommodate United Telephone main communication vault located near the intersection. The phone company representative has indicated the building may be located over the cable as long as they have access to the vault.

The only traffic pattern change would be the flow of First Street, currently westbound, to eastbound. Busses, both east and west bound, would be expected to turn north on Washington Street, proceed on First to the transportation center, load and unload passengers, continue on First Street to Laughlin Street. A traffic flow graph will be presented at the Council meeting.

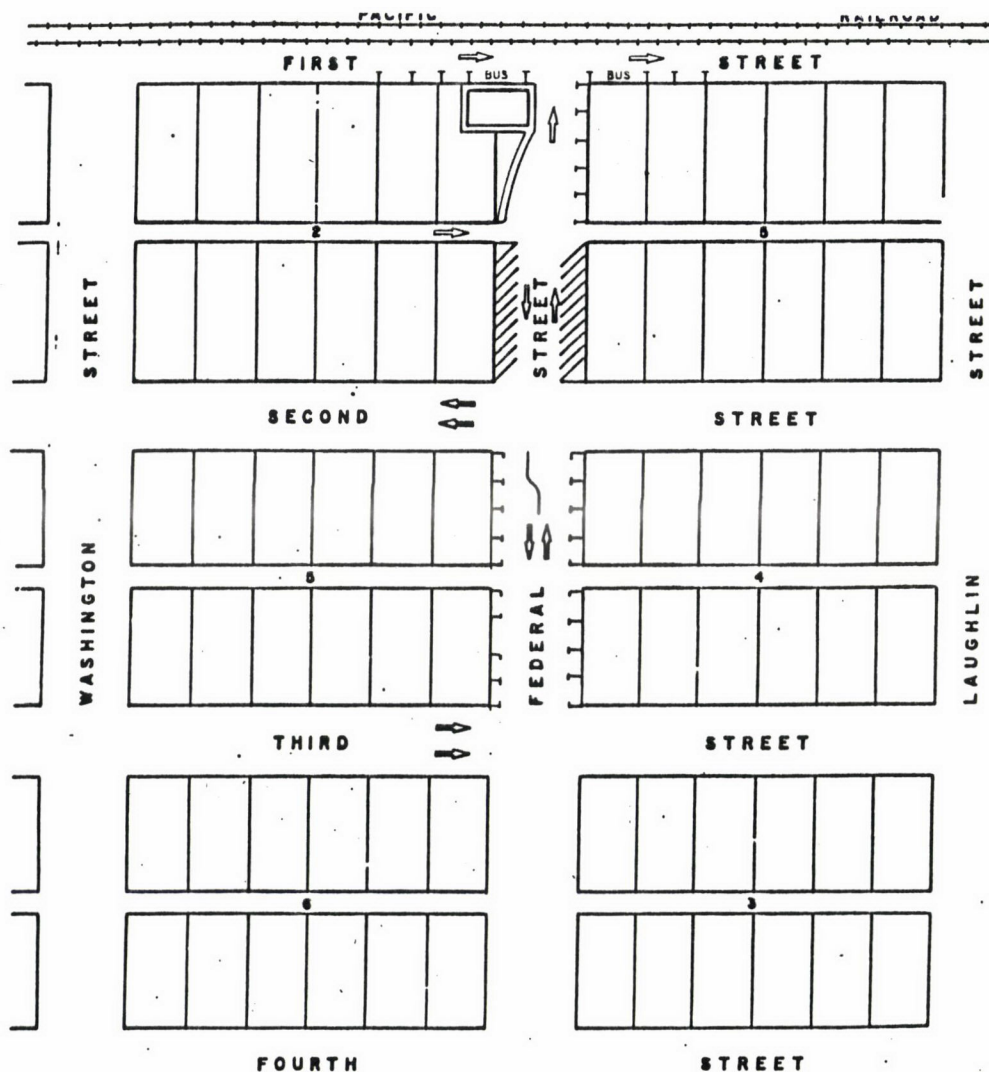
This option addresses several concerns posed by local property owners. First, it eliminates the parking of busses on Federal Street with deisel motors idling and potentially causing in-store odors. Second, it eliminates all bus traffic on Federal Street. Lastly, it allows two-way traffic between the alley and second street. Further, the placement of the transportation center on the west side of the street eliminates the need to move the six inch water line located on the east side, the estimated cost of which was approximately \$8,700.

Option No. 2



This option locates the facility on the east side of Federal Street. The traffic pattern on First still must be reversed from westbound to eastbound. Busses would still go to Washington and exit via Laughlin Street. The option would eliminate 15 parking spaces. In this option the water line would have to be relocated at the estimated cost of \$8,700.

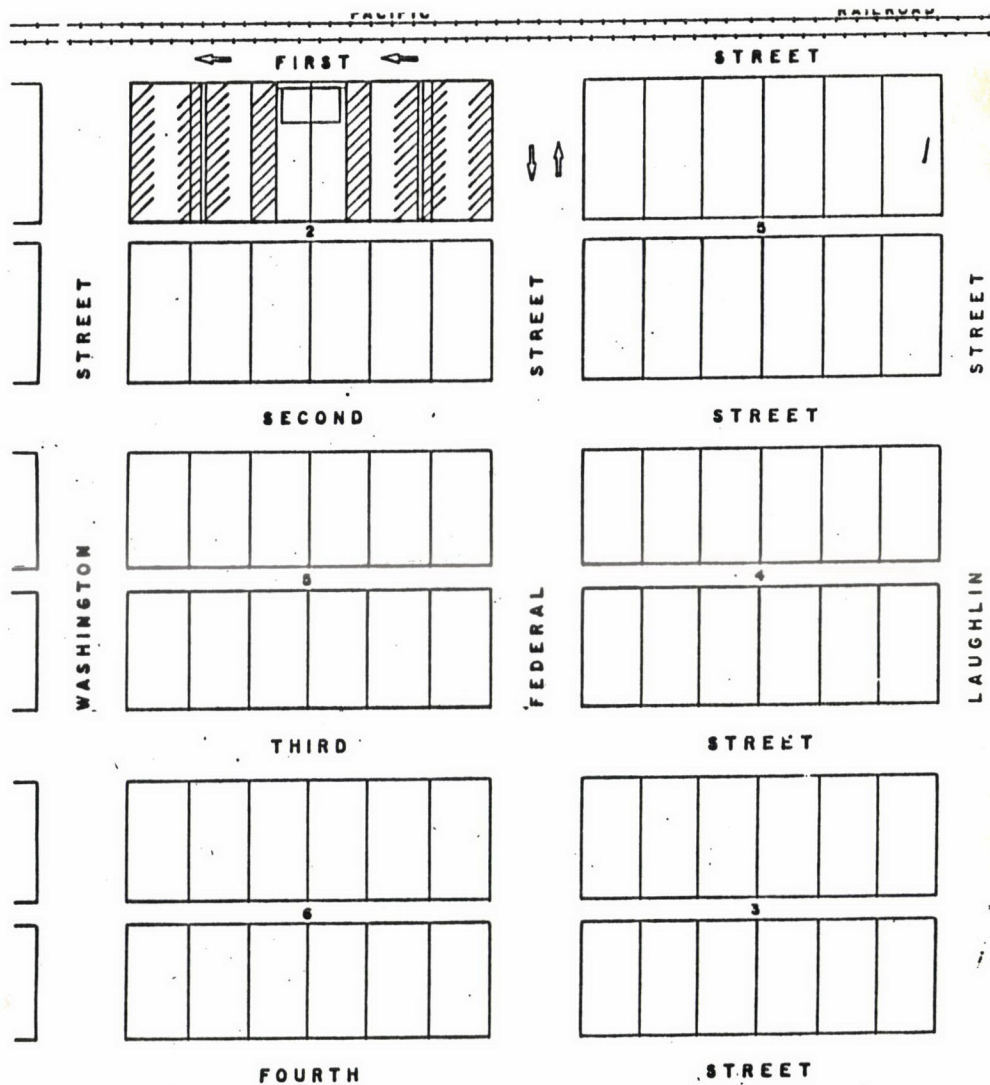
Option No. 3



Option 3 would partially utilize the parking lot and approximately one-half of Federal Street. This would eliminate approximately 15 parking spaces on Federal and 5 spaces in the parking lot. Again, the traffic flow on First Street has been changed from west to east. The primary impact of this alternative is to lose more off-street parking.



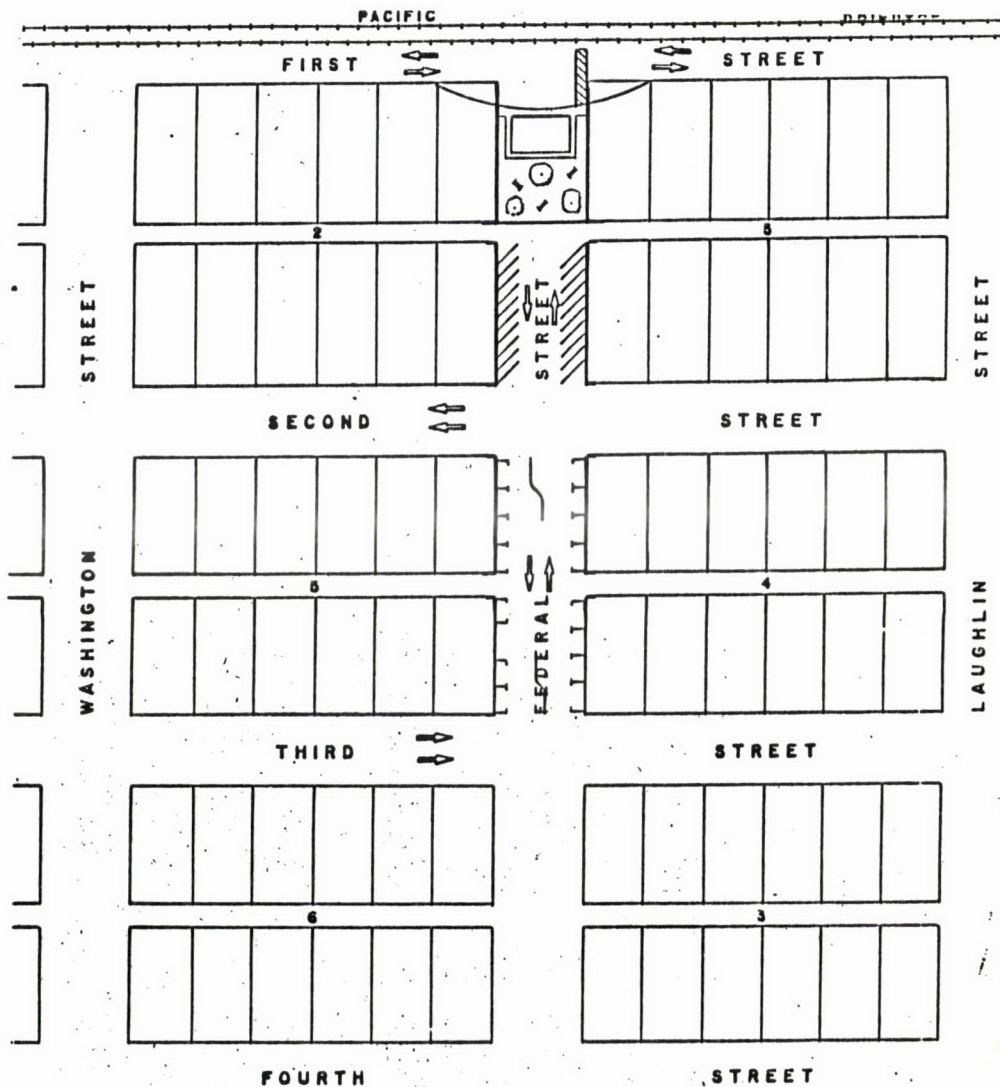
Option No. 4



This alternative would place the facility in the middle of the parking lot. Approximately 20 parking spaces would be eliminated. The flow on First Street would be altered to accommodate busses loading and unloading to the right. Federal Street would remain two-way.

It would remove the transportation center as a focal point for Federal Street by being screened by the buildings located on Second Street. In addition, the cost of reimbursement for the 20 parking spaces eliminated approaches \$50,000.

Option No. 5



This option proposes the facility be built in the center of Federal Street blocking the entire street width from First Street to the alley. Portions of the parking lots on both sides would be eliminated to provide an indentation for bus loading and unloading. All other traffic patterns would remain the same.

**Other Options.** The staff reviewed three other siting options including remaining at First and Union, the use of the City owned Stadelman Building property, and the adjacent lot between Jefferson and Madison Streets.

Taking these in order, the Postal Service site plan proposed for the property at First and Union utilizes the entire space from Union Street to Lincoln Street. Conversations with local postal representatives indicate no space will be available for other uses. See Exhibit One. There is a small amount of uncommitted land at the west end of the Postal Service property, but it is too small for use as a transportation center.

It has been suggested that the City could contact federal legislators to attempt to convince both the U. S. Postal Service and Amtrak to work together to develop a solution which would accommodate a transportation center on this site. It is anticipated the time frame needed to accomplish this would be substantial.

The Stadelman building is partially occupied and appears to be in fair condition. Its location would not be conducive to the downtown redevelopment focal point that is desired from this project.

The City owned lot adjacent to the Stadelman building has the same limitations. In addition, both are directly across from the Cherry Growers plant. For these reasons, these options were dismissed from further consideration.

## **PUBLIC PARKING IMPACTS**

All of the five options presented will eliminate parking spaces in the parking assessment districts. Options 1, 2, 3 and 5 would impact the parking spaces in Parking District #2.

Parking District #2, created in 1974, promised the members of the assessment district approximately 64 spaces. The parking district has actually provided a total of 73 parking spaces. Breakdown is as follows:

34 east of Federal Street
19 on Federal Street
<u>20</u> to the west of Federal Street
<u>73</u> total

Therefore, it is the City Attorney's opinion a total of 9 spaces could be removed without any necessity for reimbursement of assessment district members. Elimination of additional parking spaces would require reimbursement to assessment district property owners. It is estimated the reimbursement cost of each additional space over 9 would be \$480 per space as pro rated over the remaining life of the district.

The reimbursement cost per parking space is calculated as follows:

<u>Total Parking District Cost</u>	X	<u>Remaining Years Useful Life</u>
Number of Spaces		20 Years Total Useful Life

The total cost to property owners is divided by the number of spaces contained within the parking district. This yields the cost per space when constructed. This cost per space is then pro rated for the remaining years of useful life, based on a 20 year projected useful life.

Option #4 shows the facility located in Parking District #3, activated in 1986, at an assessed cost of \$108,976.55. This district contains 40 parking spaces. 90 percent of the estimated useful life of the district remains. Therefore, each space eliminated will result in a reimbursement cost of approximately \$2,450.00.

## BUILDING OPTIONS AND COST ANALYSIS

Staff has reviewed the following four building options:

1. Complete relocation of Railway Express Building
2. Replication or cloning of Railway Express Building
3. Construct new 1,500 square foot building
4. Construct new 500 square foot building

The following is a discussion of each option.

1. The relocation of the existing REA building was originally estimated to cost \$90,000 without waterline relocation. As previously discussed in this report, moving the structure would be very difficult. A volunteer to move the building is available, but no volunteers to perform moving preparation have been found. The Trade Center Association originally supported this option but upon investigation of the other options has withdrawn their support.
2. The replication of the REA building would include use of the existing roof, windows, doors and other features along with substantial new construction. The estimated cost of this option is \$90,000. Building options #1 and #2, because of the building dimensions, would prohibit diagonal parking on both sides of Federal Street.
3. This option would provide total new construction of a 1,500 square foot facility, the dimensions of which could be adjusted to accommodate the continued diagonal parking on one side of Federal Street. However, to maintain 1,500 square feet, the building would have to be 20' x 75', which is considered inappropriate. More appropriate would be 30' x 50' which would eliminate the diagonal parking on one side but would allow 5 parallel spaces. The approximate cost is the same as the first two options, dependant upon exterior building material.
4. This option was considered by staff as the minimal amount of space required to serve Amtrak, Greyhound, and provide public restrooms. This option preserves the most amount of parking spaces. The size of the building would be 500 square feet and would cost approximately \$45,000. The building could be constructed in such a manner as to allow future expansion of the facility.



**Analysis.** Of the four building options, Option #1 has been dismissed due to difficulty in relocation and lack of community support. Options #2 and #3 are very closely related, the difference being use of the existing roof which limits other design considerations. The overall costs are nearly the same. Option #4 has a lower overall cost but a higher cost per square foot because of the loss of economies of scale.

#### **THE DALLES TRADE CENTER COMMITMENT**

The Dalles Trade Center Association has pledged a commitment to join the City in a public/private partnership to construct the transportation center. See Exhibit Three. Their pledge is in the amount of \$38,167, primarily donated labor. This pledge amount is based on approximately 50 percent of the preliminary estimate for Site Option #1, Building Option #3. The amount of their pledge and requested City commitment may change as the design and cost estimates are finalized. The Project Coordinator for the Association will be Mr. Wayne Lease. He will be coordinating with Engineering Project Manager Kim McMillan.

#### **OPERATION AND MAINTENANCE**

The staff anticipates operation costs to be borne by Amtrak and Greyhound. Greyhound has indicated they will be responsible for cleaning the building, including the restrooms. Restrooms would be closed when Greyhound personnel were not in the building. Lease agreements with both Amtrak and Greyhound to operate and maintain the facility, including insurance, should be executed prior to the City's commitment to financially support the project.

SCALE: 1" = 100'

UNION PACIFIC RAILROAD

EXIST. AMTRAK  
STATION

R.R. R/W

U.S. POSTAL SERVICE PROPERTY

W. 1ST. ST.

STREET

WEST SECOND STREET

LINCOLN STREET

LIBERTY STREET

UNION

WEST

THIRD STREET

STREET

EXHIBIT 1

(1)

(B)

(6)

EXHIBIT 2



November 4, 1988

Mr. Daniel R. Meader  
Project Coordinator  
Tenneson Engineering Corporation  
409 Lincoln Street  
The Dalles, Oregon 97058

Dear Mr. Meader:

Thank you for your October 12 letter regarding the possibility of a new passenger facility in The Dalles.

We have reviewed your letter and the plans which were also enclosed. Amtrak would welcome a facility improvement at the Dalles, and we will be happy to work with you and the City to accomplish this task. Our specific comments on the plans and our general comments on station projects are shown below.

There are several problems with the proposed site which must be addressed. We are concerned that passengers will be required to cross First Street in order to reach the loading platform. While I understand that visibility from the proposed structure should be good and that the distance from the station to the platform is fairly short, we are concerned regarding a potential safety problem. As long as traffic on First Street is minimal, we can probably live with the situation, but any significant traffic increase could be a major liability. Of greater concern is the apparent lack of space available for the necessary platform. The distance between the tracks and First Street is only four and one-half feet. Our minimum standard requires a platform that is 300 feet in length, 8 feet wide, and 5 feet 1 inch back from the centerline of track. Part of First Street would have to be abandoned in order to install the platform. For your information, I have enclosed typical platform specifications. Also, please note that our standard now includes platform elevations at 8 inches above top-of-rail. Appropriate lighting would have to be provided for use in case of late trains.

We understand that the Railway Express Building is on the historic building register. Any work performed on that structure will be closely monitored and expensive. Our needs inside the structure are minimal. A small waiting area would be sufficient.

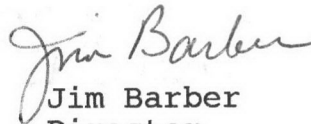
Mr. Daniel R. Meader  
Page Two

Amtrak's federal appropriation has been reduced 57 percent since 1978. Although we have been able to continue operating the national system, funding for capital improvements has been practically non-existent. We have found it necessary to depend on state and local governments for station improvement projects. Regretfully, we are unable to offer any funding assistance towards this project given our present financial condition.

We question Union Pacific's (UP) recent action which has severed access to the present facility. We plan to review this matter with UP to determine whether the railroad might have some responsibility in providing a contribution towards a replacement facility. I will advise you when further information is available.

I appreciate the opportunity to provide our comments on this proposal. Please let me know if additional information is needed.

Sincerely,



Jim Barber  
Director  
Intergovernmental Affairs

Enclosure



THE DALLES TRADE CENTER ASSOCIATION

221 EAST SECOND STREET  
THE DALLES, OREGON 97058

EXHIBIT 3

November 16, 1988

The Dalles City Council  
313 Court Street  
The Dalles, OR 97058

Honorable Mayor, Council Members:

The Dalles Trade Center Association is pledging a sweat equity donation of \$38,167.00 (approximately \$25.45 per square foot) to be applied to the construction of a 30' x 50' building (1,500 square feet) to be used as a transportation center by the City of The Dalles.


The City's share of this project would be approximately \$35,000.00 (approximately \$23.33 per square foot).

On behalf of this Association, Wayne Lease will be project coordinator. Assistants will be Gary Honald and John Wood.

Specific aspects of this project will be supervised by the following:

Concrete construction -- Virgil Sharp  
Carpentry -- Dan Rogers  
Plumbing -- Jack Wallace  
Electrical -- Leaco Electric  
Heating -- Oregon Equipment Company

Sincerely,



Judy Reid  
Secretary



## M E M O R A N D U M

TO : Honorable Mayor and City Council DATE: November 18, 1988  
THRU : Paul Koch, City Manager *Paul Koch/ by Barbara Schryede*  
FROM : Jack Lesch, Community and Economic Development *Jack*  
Director  
RE : Resolution No. 88-97

Exhibit A and B referred to in Resolution No. 88-97 will be presented at the City Council meeting. They will include options in the staff report or a new siting option not requiring Federal Street vacation.



RESOLUTION NO. 88-96

A RESOLUTION APPROVING WATER AND SANITARY  
SEWER HOOKUPS FOR THE POLEHN FARMS FRUIT  
PROCESSING PLANT.

WHEREAS, all water service connections outside of the City limits must receive approval from The Dalles City Council as specified in Ordinance No. 84-1054, Section 18; and

WHEREAS, it has been the policy of the City of The Dalles that all sanitary sewer connections into the City of The Dalles sanitary sewer system outside of the City limits require the approval of The Dalles City Council; and

WHEREAS, the facility location is within an established Sanitary Sewer Lateral District and a sewer lateral is stubbed to the property line; and

WHEREAS, the request for service connections into the City of The Dalles will result in industrial expansion and an increase in employment opportunities in the City of The Dalles; and

WHEREAS, all service connections and appurtenances outlined by the Utilities Department will be installed and maintained by the owner of the property; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL AS FOLLOWS:

Section 1. Service granted. The Polehn Farms will be granted the opportunity to receive sanitary sewer and water service from the City of The Dalles.

Section 2. Stipulations. Polehn Farms will comply with all requirements for connection to the City of The Dalles water and



sanitary sewer hookups set down by the Utilities Department.

Section 3. Responsibilities Defined. All inspection, construction, and compliance requirements to any State of Oregon Building or Health Department or City of the Dalles Building Codes are the responsibility of Polehn Farms.

PASSED AND ADOPTED THIS 21ST DAY OF NOVEMBER, 1988.

Voting Yes, Councilmembers:	<u>Phillips, Probstfield, Clark, Spadt, Will</u>
Voting No, Councilmembers:	<u>None</u>
Absent, Councilmembers:	<u>None</u>
Abstaining, Councilmembers:	<u>None</u>

AND APPROVED BY THE MAYOR THIS 21ST DAY OF NOVEMBER, 1988.

  
\_\_\_\_\_  
John Mabrey, Mayor

ATTEST:

  
\_\_\_\_\_  
Barbara Schroeder, City Clerk



RESOLUTION NO. 88-95

A RESOLUTION ADOPTING THE CITY OF THE DALLES  
1989 STATE LEGISLATIVE PROGRAM

WHEREAS, it is in the City's best interest to be prepared for the biennial State Legislative session; and

WHEREAS, the City Council has prepared a comprehensive legislative program; and

WHEREAS, local jurisdictions and groups have provided suggestions to enhance the City's legislative program; and

WHEREAS, the City Council desires to set a good example and take the lead for this region so as to assist this region in being successful at the legislature; NOW, THEREFORE,

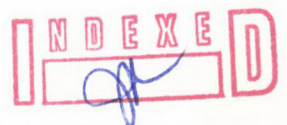
BE IT RESOLVED BY THE CITY COUNCIL AS FOLLOWS:

Section 1. Adoption of 1989 Legislative Program. That the City Council hereby adopts the City of The Dalles 1989 State Legislative Program, a copy of which is attached hereto as Exhibit A and incorporated herein by this reference.

Section 2. Appointment of Members. That the City Council hereby appoints certain members of City Council to lobby for and represent the City in Legislative matters.

PASSED AND ADOPTED THIS 21ST DAY OF NOVEMBER, 1988.

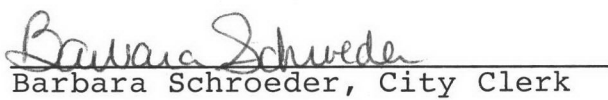
Voting Yes, Councilmembers:	<u>Phillips, Clark, Probstfield, Spadt, Will</u>
Voting No, Councilmembers:	<u>None</u>
Absent, Councilmembers:	<u>None</u>
Abstaining, Councilmembers:	<u>None</u>



AND APPROVED BY THE MAYOR THIS 21ST DAY OF NOVEMBER, 1988

  
John Mabrey, Mayor

ATTEST:

  
Barbara Schroeder, City Clerk

CITY OF THE DALLES  
1989 LEGISLATIVE PROGRAM

The 1989 legislative program documents the City's position on a variety of issues to be considered in the 1989 Oregon Legislature.  
(Approved November 21, 1988)

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<u>ISSUE</u>	<u>POSITION</u>
1. <u>PRISONS</u>	<p>That the state provide an adequate regional prison system and support the concept of "turnkey" regional jails.</p> <p>That the state provide for more effective alternatives to jail, such as fines and community service.</p> <p>That the state discontinue placing state prisoners in County Jails or reimburse the counties for the cost to house prisoners.</p> <p>Support the change in the State Constitution to include protection of society as well as rehabilitation as a part of the correction system.</p>
2. <u>STATE HIGHWAYS</u>	<p>That the state provide for more and improved roadside maintenance and beautification.</p> <p>That the interchanges at I-84 and Crates and I-84 and Webber be approved for construction along with other interchanges in the Gorge currently on the State Highway six year plan. Improvements at I-84 and Webber are absolutely necessary.</p> <p>That the state policy on highway signage be modified for improved service for vehicle passengers. More signs identifying services and amenities are needed along with mileage to The Dalles from Pendleton.</p>
3. <u>SCHOOL FINANCE</u>	<p>Use sales tax as an offset to property tax. This approach takes into account the increase in tourism and passes some of the cost to the tourist while</p>

3. SCHOOL FINANCE  
(Cont.)

lowering the property tax. Sales tax can be set to be lower than the sales tax in Washington State.

Provide increased state funding for schools.

4. ECONOMIC DEVELOPMENT

More equitable use of state economic development funds between the east and the west parts of the state with special recognition to the North Central area.

More coordination between the State Department of Economic Development and local jurisdictions.

Continuation of the Regional Strategies program.

5. LOCAL AUTHORITY

Oppose any law that reduces the ability of local governments to respond efficiently and effectively to local needs.

6. MANDATES

No mandates without state funding.

7. PUBLIC CONTRACTING

Leave contracting as a local option and a decision made to best meet the needs of every local community or area. Retain the broad powers that local governments have under current public contracting rules.

Allow the decision regarding contracting to be a local decision based upon local need, qualifications and cost.

8. 9-1-1

Extend the excise tax for use in the 9-1-1 program.

Provide more state funding to sparsely populated and rural areas to help offset the additional cost as a result of the vast distances and to expand into E-9-1-1.



9. VISITOR SERVICES

Maintain, at least, the current level of funding for the state tourism program.

Increase publicity and marketing expenditures for the Columbia River Gorge.

Increase marketing of the state and its region.

Establish a bi-state "Snow-Park" type permit system for windsurfing sites with funds designated to improve river access within the Gorge for all recreational uses.

10. GASOLINE TAX

Share more of the gasoline tax proceeds with local government.

Focus state resources on geographic areas impacted by tourism and in need of economic development.

11. STATE PARKS

Designate the Columbia River Gorge as a priority for state park expenditures.

Designate the Columbia River Gorge as a destination.

Provide more access to the Columbia River to board sailors and others.

Construct a recreational vehicle park along the Columbia River.

12. DRUG ENFORCEMENT

Strengthen existing laws.

Expand use of prisons.

Establish stiffer penalties.

13. INCOME TAXES

Create equity amongst all taxpayers.

Ensure that all taxpayers pay a fair share.

Aggressive collection of delinquent charges.

14. TREATY OAK  
COMMUNITY COLLEGE  
SERVICE DISTRICT

Support the allocation of \$700,000 in building improvements to Treaty Oak Community College.

Establish Treaty Oak Community College as a full fledged Community college.

Expand state support to provide for continued services to Sherman and Hood River Counties.

15. LIBRARY

Utilize Library Services and Construction Act funds to assist local libraries rather than State Library operations. Raise state aid from 17 cents to 54 cents per capita.

16. COLLECTIVE  
BARGAINING

Establish a Blue Ribbon panel of business, government and union representatives to review and recommend changes in current public sector collective bargaining laws.

17. BONNEVILLE SPOILS

Support the efforts of the Gorge Port Districts to obtain the spoils from the Bonneville Locks project.

RESOLUTION NO. 88-94

A RESOLUTION APPROVING THE ITEMS ON THE  
CONSENT CALENDAR AND AUTHORIZING CITY  
OFFICERS TO SIGN CONTRACT DOCUMENTS

WHEREAS, Certain business items of a routine nature are periodically brought before the City Council for action; and,

WHEREAS, the City Council desires to conduct its meetings in an efficient and effective manner; and,

WHEREAS, the City Council desires to dispose of routine matters so that the Council may focus its attention on the major policy issues of the community; NOW THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL AS FOLLOWS:

Section 1. Items Approved. The items appearing on the Consent Calendar are hereby approved:

1. Consent Calendar Resolution for Council action.
2. Approval of the October 17, 1988 regular City Council meeting minutes.
3. Request for final payment on the 1988 Sewer Improvement project.
4. Request to call for bids for liquid chlorine.
5. Request to call for bids for engineering necessary to repair the City Hall and Mill Creek Wells and authorize the City Manager to enter into a contract with the most qualified bidder.

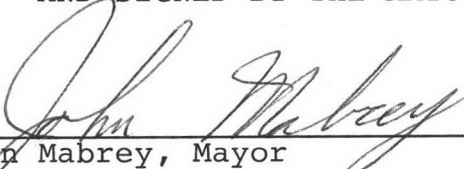
Section 2. Officers to Act. City Officers are hereby authorized to sign contract documents and do such other acts as are necessary and proper.

PASSED AND ADOPTED THIS 7TH DAY OF NOVEMBER 1988.



Voting Yes, Councilmembers: Clark, Phillips, Spadt  
Voting No, Councilmembers: None  
Absent, Councilmembers: Probstfield  
Abstaining, Councilmembers: Will

AND SIGNED BY THE MAYOR THIS 7TH DAY OF NOVEMBER, 1988.

  
\_\_\_\_\_  
John Mabrey, Mayor

ATTEST:   
\_\_\_\_\_  
Barbara Schroeder, City Clerk



RESOLUTION NO. 88-93

A RESOLUTION REPEALING RESOLUTION NO. 86-97 WHICH DESIGNATED 12% OF WATER FEES TO BE APPLIED TO THE RETIREMENT OF GENERAL OBLIGATION WATER BONDS OF 1980.

WHEREAS, on this date the City Council of the City of The Dalles has passed Resolution No. 88-92 authorizing the advance refunding of the General Obligation Water Bonds of 1980, the effect of which is to terminate the need for any further debt service to said 1980 bonds outside of the amount provided by these 1988 refunding bonds; and

WHEREAS, the City Council had on December 15, 1986, adopted Resolution No. 86-97 which provided a means for partial funding of the debt service for the 1980 bonds; and

WHEREAS, based upon the above action of the Council in refunding said bonds, there is no further need for the partial funding provided for by Resolution No. 86-97; and

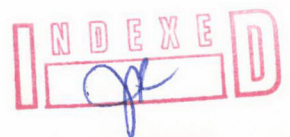
WHEREAS, both the City's bond counsel and bond underwriter have pointed out there is no advantage to pledge any water revenues to the debt service for the 1988 refunding bonds and have recommended the practice be discontinued; NOW, THEREFORE;

BE IT RESOLVED BY THE CITY COUNCIL AS FOLLOWS:

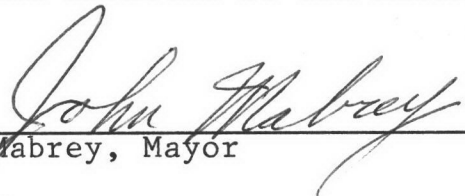
Section 1. Resolution No. 86-97 is hereby repealed.

PASSED AND ADOPTED THIS 3RD DAY OF NOVEMBER, 1988.


Voting Yes, Councilmembers:	<u>Will, Spadt, Clark, Phillips</u>
Voting No, Councilmembers:	<u>None</u>
Absent, Councilmembers:	<u>Probstfield</u>
Abstaining, Councilmembers:	<u>None</u>



AND APPROVED BY THE MAYOR THIS 3RD DAY OF NOVEMBER, 1988.

  
\_\_\_\_\_  
John Mabrey, Mayor

ATTEST:

  
\_\_\_\_\_  
Barbara Schroeder, City Clerk

RESOLUTION NO. 88-92

A RESOLUTION OF THE CITY OF THE DALLES,  
OREGON AUTHORIZING THE ISSUANCE AND SALE  
OF GENERAL OBLIGATION ADVANCE REFUNDING  
BONDS, SERIES 1988; APPROVING AN ESCROW  
DEPOSIT AGREEMENT; AND APPROVING A  
PURCHASE AGREEMENT; AND IRREVOCABLY  
CALLING FOR REDEMPTION OF THE GENERAL  
OBLIGATION WATER BONDS OF 1980.

Pursuant to Resolution No. 80-77, adopted by the City Council of the City of The Dalles, Oregon on December 1, 1980, the City of The Dalles, Oregon (the "City") issued its General Obligation Water Bonds of 1980 (the "Prior Bonds") in the amount of \$3,500,000. The principal amount of \$2,825,000 of the Prior Bonds is outstanding.

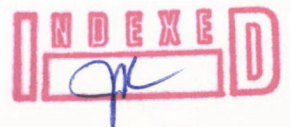
Oregon Revised Statutes 288.605 to 288.695, inclusive, (the "Act") authorizes the issuance of advance refunding bonds, without an election, in order to effect a savings discounted to present value to a public body. Significant savings in debt service of the City may be obtained by the City by advance refunding the Prior Bonds.

Pursuant to Resolution No. 88-78 adopted by the City Council on September 19, 1988, an Advance Refunding Plan for the Prior Bonds has been submitted to the office of the Oregon State Treasury by United States National Bank of Oregon, Public Finance Department, Underwriter to the City, (the "Underwriter") on behalf of the City.

NOW, THEREFORE, to reduce debt service of the Prior Bonds, resulting in cost savings for the benefit of the people of the City and, subject to the review and authorization of the Oregon State Treasury of the Advance Refunding Plan, it is necessary and desirable for the City to authorize the terms and conditions of the General Obligation Advance Refunding Bonds, Series 1988, in an aggregate principal amount of \$3,165,000.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF THE DALLES, OREGON AS FOLLOWS:

Section 1. Issuance of Advance Refunding Bonds. Subject to final approval of the Advance Refunding Plan by the State Treasurer, the City does authorize the issuance and negotiated sale of \$3,165,000 General Obligation Advance Refunding Bonds,



Series 1988 (the "Bonds"). The Bonds are to be issued for the purpose of providing for the refunding and full defeasance of the Prior Bonds, the callable portion of which will be redeemed on February 1, 1991, and to pay the costs of issuance of the Bonds. The Bonds shall be serial negotiable bonds of the City, shall be issued in fully registered form, shall be dated November 1, 1988, shall be numbered sequentially beginning with number R-1, will be in denominations of \$5,000 each or integral multiples thereof, will bear interest payable semi-annually on February 1 and August 1 of each year, commencing February 1, 1989 until final maturity or sooner redemption. The Bonds shall mature serially in numerical order on the first day of February of each year as follows:

<u>Maturity Date</u>	<u>Amount</u>	<u>Interest Rate</u>
1989	\$ 40,000	5.60%
1990	190,000	5.85%
1991	205,000	6.00%
1992	215,000	6.10%
1993	225,000	6.20%
1994	240,000	6.30%
1995	250,000	6.40%
1996	265,000	6.50%
1997	280,000	6.60%
1998	290,000	6.70%
1999	310,000	6.75%
2000	320,000	6.80%
2001	335,000	6.85%

Section 2. Optional Redemption. The City reserves the right to call and redeem any or all of the outstanding Bonds, maturing on or after February 1, 1997, as a whole or in part, in inverse numerical order of maturity and by lot within a maturity on any interest payment date on or after February 1, 1996 at par value plus accrued interest to the date of redemption.

Notice of redemption shall be given as provided by law and by registered or certified mail to the registered owners of the Bonds intended to be called for redemption not less than 30 days nor more than 60 days prior to the optional redemption date. The notice shall be mailed to the registered owner at the address of the registered owner appearing on the registration books of the City maintained by the Paying Agent and Bond Registrar.

Section 3. Execution of the Bonds. The Bonds shall be entitled "City of The Dalles, Oregon General Obligation Advance Refunding Bonds, Series 1988". Each Bond shall bear the facsimile signature of the Mayor of the City and shall be attested by the facsimile signature of the City Clerk.



Section 4. Payment of Bonds. The principal of the Bonds shall be payable upon presentation of the Bonds at maturity or upon prior redemption at the principal corporate trust office of Oregon First Bank, Portland, Oregon, as the designated and appointed Paying Agent and Bond Registrar for the Bonds. The interest shall be payable by check or draft of the Paying Agent mailed to the registered owner thereof whose name and address appears on the registration books of the City maintained by the Paying Agent as of the fifteenth (15th) day of the month next preceding any interest payment date.

Section 5. Transfer of Bonds. The City Manager is authorized to enter into an agreement with the Paying Agent and Bond Registrar providing for the payment by the Paying Agent of the principal and interest on the Bonds and for the transfer and exchange of the Bonds by the registered owners through the Paying Agent and Bond Registrar. The Bonds are transferable or may be exchanged by the registered owner in person, or by the registered owner's attorney duly authorized in writing, at the principal corporate trust office of the Oregon First Bank, Portland, Oregon, but only upon surrender and cancellation of each Bond offered for transfer or exchange. Upon such transfer or exchange of a new bond or bonds of authorized denominations of the same maturity and for the same aggregate principal amount, a new bond certificate will be issued to the transferee, or in the case of an exchange, to the registered owner. The Bond Registrar shall not be required to:

(a) transfer or exchange any Bond after the close of business on the fifteenth (15th) day of the month next preceding any interest payment date, or

(b) transfer or exchange any Bond called or being called for redemption.

The City and the Bond Registrar may deem and treat the registered owner as the absolute owner of a bond for the purposes of receiving payment of the principal and of the interest due thereon and for all other purposes and neither the City nor the Bond Registrar shall be effected by any notice to the contrary.

Section 6. Request to Authenticate. The Paying Agent and Bond Registrar is authorized to authenticate the Bonds by executing an appropriate Certificate of Authentication as of the date of the delivery of the Bonds.

Section 7. Security for Bonds. The full faith and credit of the City are pledged to the successive owners of each of the Bonds for the punctual payment of the principal of and interest on the Bonds when due. The City shall levy annually, as

provided by law, a direct ad valorem tax upon all of the taxable property within the City in sufficient amount, without limitation, to pay the principal of and interest on the Bonds promptly as they become due and payable. The City hereby covenants with the owners of the Bonds to levy such a tax in sufficient amount, less other revenues available to pay the Bonds, to pay the principal of and interest on the Bonds as they become due and payable.

Section 8. Covenant as to Arbitrage. The proceeds of the Bonds shall be used and invested in such manner that the Bonds shall not become "arbitrage bonds" within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended, (the "Code") and regulations issued thereunder. The City covenants that, within its lawful powers, it will comply with the provisions of Section 148 of the Code and it will not do, and will refrain from doing, anything in the issuance of the Bonds and in investment and expenditure of the proceeds thereof which would result in the interest on the Bonds becoming taxable for federal income tax purposes.

Section 9. Compliance with Advance Refunding Plan. The City may enter into an Escrow Deposit Agreement for the establishment of an Escrow Deposit Fund to which shall be deposited sufficient proceeds from the Bonds to acquire Government Obligations to provide funds sufficient to pay the debt service on the Prior Bonds from February 1, 1989 until redeemed at the redemption date of February 1, 1991.

The City Manager is authorized to appoint the Oregon First Bank as the Escrow Agent to administer the Escrow Deposit Fund and to execute the Escrow Deposit Agreement for and on behalf of the City.

Section 10. Call and Redemption of Bonds. The Prior Bonds are subject to call and redemption on February 1, 1991 at par value.

The City does irrevocably call and redeem on February 1, 1991 the principal of the Prior Bonds then outstanding together with accrued interest to the date of redemption. The Escrow Agent shall give notice of such redemption as required by law and not less than 30 days nor more than 60 days before the redemption date in the manner as set forth in the Escrow Deposit Agreement.

Section 11. Effect of Advance Refunding on Prior Bonds. The City determines that, upon deposit in the Escrow Deposit Fund of Government Obligations in an amount calculated to be sufficient to redeem and fully defease the Prior Bonds as herein provided, then the amounts of money and investments credited to

or on deposit for the payment of such Prior Bonds shall be deducted from the amount of outstanding indebtedness of the City in computing indebtedness for the purpose of any statutory debt limitation of the City. In addition, the Prior Bonds for which Government Obligations have been deposited irrevocably in escrow shall be deemed defeased for the purposes of any statutory debt limitation. In the event that the principal and/or interest due on the Bonds shall be paid by AMBAC Indemnity pursuant to the Municipal Bond Insurance Policy, the Bonds shall remain Outstanding for all purposes, not be defeased or otherwise satisfied and not be considered paid by the City and the covenants, agreements and other obligations of the City to the registered owners shall continue to exist and shall run to the benefit of AMBAC Indemnity, and AMBAC Indemnity shall be subrogated to the rights of such registered owners.

Section 12. Negotiated Sale of Bonds. The City Manager is authorized to negotiate and execute a Purchase Agreement on behalf of the City with United States National Bank of Oregon, as Manager and Underwriter, for the purchase of the Bonds.

Section 13. Municipal Bond Insurance. The City Council authorizes the purchase of municipal bond insurance in order to insure the payment of Bonds.

As long as the bond insurance shall be in full force and effect, the City and the Paying Agent shall agree to comply with the following provisions:

(a) If five (5) days prior to an Interest Payment Date the Paying Agent determines that there will be insufficient funds to pay the principal of or interest on the Bonds on such Interest Payment Date, the Paying Agent shall so notify AMBAC Indemnity. Such notice shall specify the amount of the anticipated deficiency, the Bonds to which such deficiency is applicable and whether such Bonds will be deficient as to principal or interest, or both. If the Paying Agent has not so notified AMBAC Indemnity five (5) days prior to an Interest Payment Date, AMBAC Indemnity will make payments of principal or interest due on the Bonds on or before the fifth (5th) business day next following the date on which AMBAC Indemnity shall have received notice of nonpayment from the Paying Agent.

(b) The Paying Agent shall, after giving notice to AMBAC Indemnity as provided in (a) above, make available to AMBAC Indemnity and, at AMBAC Indemnity's direction, to the United States Trust Company of New York, as insurance trustee for AMBAC Indemnity or any successor insurance trustee (the "Insurance Trustee"), the registration books of the City maintained by the Paying Agent and all records

relating to the funds or accounts maintained under this Resolution.

(c) The Paying Agent shall provide AMBAC Indemnity and the Insurance Trustee with a list of registered owners of Bonds entitled to receive principal or interest payments from AMBAC Indemnity under the terms of the Municipal Bond Insurance Policy, and shall make arrangements with the Insurance Trustee:

(i) to mail checks or drafts to the registered owners of the Bonds entitled to receive full or partial interest payments from AMBAC Indemnity and

(ii) to pay principal upon Bonds surrendered to the Insurance Trustee by the registered owners of Bonds entitled to received full or partial principal payments from AMBAC Indemnity.

(d) The Paying Agent shall, at the time it provides notice to AMBAC Indemnity pursuant to (a) above, notify the registered owners of Bonds entitled to receive the payment of principal or interest thereon from AMBAC Indemnity:

(i) as to the fact of such entitlement,

(ii) that AMBAC Indemnity will remit to them all or a part of the interest payments next coming due upon proof of Bondholder entitlement to interest payments and delivery to the Insurance Trustee, in form satisfactory to the Insurance Trustee, of an appropriate assignment of the registered owner's right to payment,

(iii) that should they be entitled to receive full payment of principal from AMBAC Indemnity, they must surrender their Bonds (along with an appropriate instrument of assignment in form satisfactory to the Insurance Trustee to permit ownership of such Bonds to be registered in the name of AMBAC Indemnity) for payment to the Insurance Trustee, and not the Paying Agent and

(iv) that should they be entitled to receive partial payment of principal from AMBAC Indemnity, they must surrender their Bonds for payment thereon first to the Paying Agent who shall note on such Bonds the portion of the principal paid by the Paying Agent and then, along with an appropriate instrument of assignment in form satisfactory to the Insurance Trustee, to the Insurance Trustee, which will then pay the unpaid portion of principal.



(e) In the event that the Paying Agent has notice that any payment of principal of or interest on a Bond which has become Due for Payment and which is made to a Bondholder by or on behalf of the City has been deemed a preferential transfer and theretofore recovered from its registered owner pursuant to the United States Bankruptcy Code by a trustee in bankruptcy in accordance with the final, nonappealable order of a court having competent jurisdiction, the Paying Agent shall, at the time AMBAC Indemnity is notified pursuant to (a) above, notify all registered owners that in the event that any registered owner's payment is so recovered, such registered owner will be entitled to payment from AMBAC Indemnity to the extent of such recovery if sufficient funds are not otherwise available, and the Paying Agent shall furnish to AMBAC Indemnity its records evidencing the payments of principal of and interest on the Bonds which have been made by the Paying Agent and subsequently recovered from registered owners and the dates on which such payments were made.

(f) In addition to those rights granted AMBAC Indemnity under this Resolution, AMBAC Indemnity shall, to the extent it makes payment of principal of or interest on the Bonds, become subrogated to the rights of the recipients of such payments in accordance with the terms of the Municipal Bond Insurance Policy, and to evidence such subrogation:

(i) in the case of subrogation as to claims for past due interest, the Paying Agent shall note AMBAC Indemnity's rights as subrogee on the registration books of the City maintained by the Paying Agent upon receipt from AMBAC Indemnity of proof of the payment of interest thereon to the registered owners of the Bonds, and

(ii) in the case of subrogation as to claims for past due principal, the Paying Agent shall note AMBAC Indemnity's rights as subrogee on the registration books of the City maintained by the Paying Agent upon surrender of the Bonds by the registered owners thereof together with proof of the payment of principal thereof.

Section 14. Printing of Bonds. The City Manager is authorized to contract for the printing of the Bonds. The City Manager may provide for the printing of, in addition to the original issue of Bonds, additional bonds to be printed in blank form as to registration and denomination to be designated by appropriate number by the Paying Agent and Bond Registrar for delivery to the registered owner upon transfer or exchange of

Bonds. Additional Bonds shall be dated as of November 1, 1988, shall be signed by the facsimile signature of the present Mayor of the City and attested by the facsimile signature of the present City Clerk, and the Paying Agent and Bond Registrar shall manually sign the Certificate of Authentication as of the date of transfer of a Bond.

Section 15. Designation as Qualified Tax-Exempt Obligations. The City hereby designates the Bonds for purposes of paragraph (3) of Section 265(b) of the Code as "qualified tax-exempt obligations" and covenants that the Bonds do not constitute private activity bonds as defined in Section 141 of the Code, and that not more than \$10,000,000 aggregate principal amount of obligations, the interest on which is excludable under Section 103(a) of the Code from gross income for federal income tax purposes (excluding, however, private activity bonds other than qualified 501(c)(3) bonds) including the Bonds, have been or shall be issued by the City, including all subordinate entities of the City during the calendar year 1988.

Section 16. Exception for Small Governmental Units. The City Council finds and determines that the Bonds of the City comply with the statutory requirements of Section 148(f)(4)(C) of the Code in that the City is a governmental unit having general taxing powers, the Bonds are not being issued for a private activity purpose, more than 95% of the net proceeds of the Notes will be used for local governmental activities of the City, and the aggregate face amount of all tax-exempt obligations which will be issued by the City during calendar year 1988 is not reasonably expected to exceed \$5,000,000.

Section 17. Preliminary Official Statement and Official Statement. The City shall cause the preparation, with the assistance of its Underwriter, of a Preliminary Official Statement for the Bonds. In addition, an Official Statement shall be prepared and ready for delivery to the purchasers of the Bonds at the time of closing of the sale. When advised by the Underwriter and when the City Manager is satisfied that the Official Statement does not contain any untrue statement of a material fact or omit to state any material fact necessary to make the statements contained therein not misleading in light of the circumstances under which they are made, then the City Treasurer is authorized to certify the accuracy of the Official Statement on behalf of the City.

Section 18. Execution of Closing Documents. The City Manager is authorized to execute a Certificate as to Arbitrage and any and all additional documents which may be reasonably required to issue, sell and deliver the Bonds.

Section 19. AMBAC Provisions. Any provision of this Resolution expressly recognizing or granting rights in or to AMBAC Indemnity may not be amended in any manner which affects the rights of AMBAC Indemnity hereunder without the prior written consent of AMBAC Indemnity.

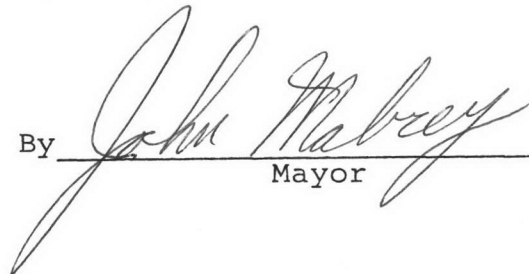
AMBAC Indemnity's consent shall be required for the execution and delivery of any supplemental order or any amendment, supplement or change to or modification of other documents relating to the security for the Bonds.

AMBAC Indemnity shall receive a copy of any notice to be given to the registered owners of the Bonds, including, without limitation, notification of any redemption of or the defeasance of Bonds, and any certificate rendered pursuant to this Resolution relating to the security for the Bonds.

Nothing in this Resolution expressed or implied is intended or shall be construed to confer upon, or to give to, any person or entity, other than the City, AMBAC Indemnity and the registered owners of the Bonds, any right, remedy or claim under or by reason of this Resolution or any covenant, condition or stipulation hereof, and all covenants, stipulations, promises and agreements in this Resolution contained by and on behalf of the City shall be for the sole and exclusive benefit of the City, AMBAC Indemnity and the registered owners of the Bonds.

Adopted by the City Council of the City of The Dalles, Oregon this 3rd day of November, 1988.

By

  
Mayor

ATTEST:

  
City Recorder

Voting Yes, Councilmembers:	<u>Clark, Will, Spadt</u>
Voting No, Councilmembers:	<u>None</u>
Absent, Councilmembers:	<u>Phillips, Probstfield</u>
Abstaining, Councilmembers:	<u>None</u>

RESOLUTION NO. 88-91

A RESOLUTION APPROVING AGREEMENT WITH  
THE DALLES POLICE OFFICERS ASSOCIATION

WHEREAS, The Dalles Police Officers Association and the City have met on a continuing basis to discuss terms and conditions of employment; and

WHEREAS, the present Employment Contract for The Dalles Police Officers Association expired June 30, 1988; and

WHEREAS, the parties have negotiated a contract for the period of three years commencing July 1, 1989 and ending June 30, 1991, a copy of which is attached hereto, as Exhibit A, and by this reference made a part hereof; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL AS FOLLOWS:

Section 1. Contract Approved. The 1988-1991 contract set out in Exhibit A, negotiated between the City and the City of The Dalles Police Officers Association is hereby accepted and approved by the City Council.

Section 2. Officers to Act. The City Manager and such other officers and staff as required shall take such steps as are necessary to execute and carry into effect the contract approved under this resolution.

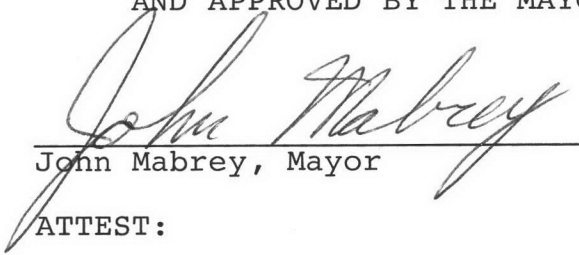
PASSED AND ADOPTED THIS 17TH DAY OF OCTOBER, 1988.

Voting Yes, Councilmembers:	Clark, Spadt, Phillips, Probstfield, Will
Voting No, Councilmembers:	None
Absent, Councilmembers:	None
Abstaining, Councilmembers:	None





AND APPROVED BY THE MAYOR THIS 17TH DAY OF OCTOBER, 1988.

  
\_\_\_\_\_  
John Mabrey, Mayor

ATTEST:

  
\_\_\_\_\_  
Barbara Schroeder, City Clerk

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE CITY OF THE DALLES

AND

THE DALLES POLICE OFFICERS ASSOCIATION

EFFECTIVE

THROUGH JUNE 30, 1991

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This Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 1988, between the City of The Dalles, Oregon, hereinafter referred to as the "City," and The Dalles Police Officers Association, represented by the Oregon Public Employees Union, hereinafter referred to as the "Union."

#### ARTICLE 1 RECOGNITION

The City recognizes the Union as the sole and exclusive bargaining agent for all employees in the Police Department holding positions listed in Appendix A hereof, with respect to wages, hours, and other conditions of employment.

The parties further agree that the classifications of Manager I (previously Sergeant), Manager II (previously Assistant Chief and Detective Sergeant), and Day Police Clerk, are specifically excluded from the bargaining unit as supervisory or confidential personnel.

Persons hired into the department under federal or state grants or funding through joint programs with other public agencies shall be subject to the conditions of the foregoing to the extent such coverage is consistent with the terms of such grant or agreement. The City will notify the Union in writing within 14 days of the date of hire as to those provisions of this Agreement, if any, which are not applicable to such employees.



## ARTICLE 2 MANAGEMENT RIGHTS

The City retains the exclusive right to exercise the customary rights and functions of management including, but not limited to, directing the activities of the department, determining the standards and levels of service and methods of operation, including subcontracting and the introduction of new equipment; the right to hire, layoff, transfer and promote and to establish standards and procedures therefore; to discipline or discharge for cause, to determine work schedules and assign work, and all other such rights and functions not specifically referred to in this Agreement and not expressly abridged by specific provisions of this Agreement.

## ARTICLE 3 UNION SECURITY

### A. Fair Share.

1. All employees covered by the terms and conditions of this Agreement shall become members of the Union or shall make payments in-lieu-of-dues (fair share payment) to the Union. The City shall notify all newly hired employees of this requirement at the time of employment.

Fair share payments shall be deducted from the wages of non-member employees in accordance with ORS 243.666(1) and 243.672(1)(c).

2. Bargaining unit members may exercise their right of non-association only when based on a bona fide

religious tenet or teaching of a church or religious body of which such employee is a member. Such employees shall pay an amount of money equivalent to the fair share amount to United Way, to another established payroll deduction charity, or as mutually agreed between the employee and the Union. In order to qualify for exemption from fair share, the employee must provide written certification to both the City and the Union of his or her religious objection to Union affiliation and in addition provide authorization for a payroll deduction to United Way or other City payroll deduction charity that is at least equal to the fair share amount, or reach agreement with the Union as to an acceptable alternative to the above-specified payroll deduction. Any employee who is claiming a religious exemption, but who has 1) failed to establish an in-lieu-of-dues charitable deduction, 2) terminated such an existing deduction, or 3) failed to supply the City with written certification from the Union to the effect that he or she has made satisfactory alternative arrangements, shall be subject to the fair share deduction.

B. Dues Deductions.

1. The Union will forward dues deduction requests to the City payroll department. For all such dues deduction requests submitted by the 20th of the month, dues

deductions will begin with the month of submission and will continue until the employee rescinds such authorization. Upon receipt of a cancellation-of-dues notice, the City will immediately change the dues deduction into a fair share deduction.

2. An employee's membership does not terminate when an employee is placed on any type of leave or disciplinary removal. The City will re-commence dues deduction with the first paycheck following the employee's return to paid status.
3. The aggregate deductions of all dues payers, together with an "itemized reconciliation," shall be remitted to the Union no later than the fifth (5th) working day of each month, for the preceding month. The itemized reconciliation shall include the City's name, the period covered, a listing of fair share payers and dues payers (including, for each, the Social Security number, the amount paid, and explanation of changes, if any), and a listing of all employees in the bargaining unit for whom no dues deductions are being made (including, for each, their home address and work phone number).

C. Indemnification.

The Union agrees to indemnify, defend, and hold the City harmless against any claims made and against any suit

instituted against the City as a result of any action taken by the City pursuant to this Article.

#### ARTICLE 4 CITY SECURITY

The Union and its members, as individuals or as a group, will not initiate, cause, permit or participate, or join in any strike, work stoppage, slow down, picketing, or any other restriction of work. Employees in the bargaining unit, while acting in the course of their employment, shall not honor any picket line established by the Union or by any other labor organization when called upon to cross such picket line in the line of duty. Disciplinary action, including discharge, may be taken by the City against any employee or employees engaging in a violation of this Article. Such disciplinary action may be undertaken selectively at the option of the City and shall not preclude or restrict recourse to any other remedies, including an action for damages, which may be available to the City.

In the event of a strike, work stoppage, slow down, picketing, observance of a picket line, or other restriction of work in any form, either on the basis of individual choice or collected employee conduct, the Union will immediately upon notification attempt to secure an immediate and orderly return to work. This obligation and the obligation set forth above shall not be affected or limited by the subject matter involved in the dispute giving rise to the stoppage or by whether such subject matter is or is not subject to the grievance provisions of this Agreement.



#### ARTICLE 5 NON-DISCRIMINATION

The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, national origin, religion, race, political affiliation, or handicap. The Union and the City shall share equally in the responsibility for applying the provisions of this section in accordance with the affirmative action goals required under lawful regulations.

#### ARTICLE 6 UNION/CITY MEETINGS

Meetings arranged at the mutual agreement of the parties hereto for the purpose of processing grievances or dealing with other matters relative to safety or the administration of this Agreement shall not result in a loss of pay for those employees of the City who attend such meetings while on duty.

#### ARTICLE 7 MISCELLANEOUS PROVISIONS

##### A. Orders/Handbook.

The City will furnish employees copies of the Police Department Procedure Manual containing administrative procedures, operational procedure, and Department work rules, along with a copy of the City Employee Handbook at the time of the employee's appointment.

B. Bulletin Board.

The City agrees to furnish a suitable bulletin board in a convenient place to be used by the Union for posting of notices and bulletins. The Union shall limit its posting of notices to such bulletin boards and all items so posted shall bear the initials of the authorizing Union representative.

C. Personnel File.

Employees shall have access to their personnel files in accordance with applicable ORS.

D. Eye Glasses.

In the event that eye glasses are broken in the line of duty and if the required repair or replacement is not provided by Worker's Compensation, medical insurance or from other sources, the City will reimburse the employee for reasonable costs for necessary repair or replacement.

E. Outside Employment.

Employment in law enforcement related functions by an employer other than the City is prohibited.

Employment that would create the potential for a conflict of interest (e.g., working at a night club or bar) shall also be prohibited. An employee who wishes to pursue secondary employment or self-employment activities shall advise the Chief in writing of that fact and provide a description of the nature of the activity. The employee shall also be required to submit written notice to the Chief

of any significant change in the nature of his or her job duties.

Except as provided for above, outside employment shall not be restricted.

## ARTICLE 8 SENIORITY

### A. General Provisions.

1. The principles of seniority as provided in this Agreement shall be observed. City seniority is the continuous length of an employee's service with the City. Except as specified below, City seniority shall be used for all purposes where an employee's seniority is used to determine rights or benefits under this Agreement. Class seniority, for purposes of layoff and shift bidding, shall be determined by the total length of service with the City since the most recent date of hire in the class where the layoff is to occur (or within the class into which the employee is bumping, if applicable), plus the total length of service since the most recent date of hire in any higher-paying position within the Department. It is recognized that the Police Department and the Communications Center are two separate departments and that, notwithstanding the above provision, in the event of a layoff, no employee shall be allowed to bump from one department into another.

2. The City will provide the Union with a copy of the seniority list on July 1 of each year.
3. An employee shall lose all seniority in the event of voluntarily quitting or discharge.
4. "Continuous Service" is defined as that service from last day of hire unbroken by separation from City service other than by military, Peace Corps, vacation or sick leave. Time spent on other types of authorized leave will not count as time of continuous service; except that employees returning from such leave, or employees who were laid off, shall be entitled to credit for service prior to the leave or layoff.
5. Probationary Period: The probationary period for a new police officer who is hired without an Oregon BPST basic certificate shall be 18 months. The probationary period for all other employees, including any who are eligible for BPST certification without completing the BPST basic police course, shall be 12 months.
6. Just Cause: Any employee who has completed a probationary period shall be disciplined only for just cause. Forms of discipline shall include the following: written reprimand, suspension without pay, demotion to a lower-paying classification and discharge. At the time such disciplinary action is taken the employee shall be provided with a written statement of the cause. The Union shall also be forwarded a copy

of such statement. The provisions of this section shall be subject to the provisions of the grievance procedure.

7. Job Openings: In the event the City determines that 2 or more employees are equally qualified for a job opening within the bargaining unit for which current employees are being considered, the most senior employee shall be given the job.

B. Layoff and Recall.

1. Layoff: In the event the City determines a layoff to be appropriate, employees shall be laid off in the inverse order of their seniority in their classification. Any employee to be laid off who had advanced to the present classification from a lower permanent appointment classification shall be given a position in a lower classification in the same department. Seniority in the lower classification shall be established according to the date of permanent appointment to that classification.
2. Recall: Employees shall be recalled from layoff to any position openings that occur within the classification from which the layoff occurred during the first 24 months following the date of the layoff. No new employees shall be hired in a particular classification until all employees in that classification who are on layoff status desiring to return to work have been



recalled. To maintain eligibility for recall, an employee must maintain a current address where he or she can be reached. Upon notification regarding a vacant position, an employee shall have 72 hours in which to notify the City of acceptance or rejection of a position offered and an additional 8 days therefrom in which to return to work. Non-compliance of these provisions by employees shall be deemed voluntary resignation.

#### ARTICLE 9 WORKING OUT OF CLASSIFICATION

- A. Employees who have qualified for a promotion and are on a waiting list may be designated to temporarily accept the responsibilities and carry out the duties incident to a position or rank senior to that of their permanent rank for a continuous period of no longer than 5 days without additional compensation. Employees shall be paid at the rate for such higher position or rank for all time worked in excess of 5 days. The provisions of this section are not applicable in instances where an officer is substituting for an employee who is on vacation.
- B. Payment for working out of classification will be made according to the following guidelines:
  - 1. An employee shall be paid at the first step of the range being filled or if the employee's salary, including educational training and experience incentive pay,

is equal to or greater than the salary of the first step of the range of the position being filled, then the employee will be paid at the nearest step in the new position pay range that is higher than his/her present salary.

2. No employee shall be reduced in pay on account of such temporary assignment.

#### ARTICLE 10 HOURS AND OVERTIME

##### A. Hours.

A normal work day to be assigned by the City shall be one of the following:

1. Patrol Officers: An 8-1/2-hour day, including a 45-minute lunch period and two 15-minute break periods. (Such lunch and break periods are taken while on duty and employees are subject to call without additional compensation except that in the event the employee's shift commander is, due to operational requirements, unable to allow at least a 1/2-hour lunch break, the difference between 1/2-hour and the time actually allowed if any, will be credited as overtime.)
2. Communication Operators: An 8-hour day, including three 15-minute break periods while on duty and subject to call. It is recognized that break periods will only be provided where regularly scheduled relief personnel are available.

3. Other Employees: Employees not involved in continuous operations may be assigned to work an 8-hour day, exclusive of a lunch period of from 1/2 to 1 hour, but including two 15-minute, on-duty break periods.

B. Overtime.

1. All authorized time spent in the performance of assigned duties to the nearest 1/4-hour, in excess of the applicable normal work day as defined above, shall be designated as overtime and thereby subject to pay at 1-1/2 times the employee's regular hourly rate of pay, or, at the option of the employee, overtime shall be paid in compensatory time off at the same rate. The accrued bank of compensatory time off shall not exceed 80 hours. Compensatory time off shall be taken at a time mutually satisfactory to the employee and the City. Any hours worked on the 6th or 7th days of the employee's regular work week except when a shift change has occurred shall also qualify as overtime work.

2. Call Back: Any time spent not contiguous to the employee's regular work schedule shall be designated as call back and paid for as follows:

- a. General Provision:

Except as provided below, a minimum of 2 hours at the applicable rate shall be credited.

b. Court Appearance:

- (1) Workday Appearance: If an employee is to appear in court, the minimum credited call back time shall be 1 hour, except that "D" shift personnel who are required to appear in day court shall receive a minimum of 2 hours.
- (2) Days Off/Appearance: If an employee is required to appear in court on his/her day off, the minimum call back pay shall be 4 hours if the appearance is in municipal court and 3 hours if in other than municipal court. The employee's day off for purposes of this section shall be any time specified for reporting for court that is more than 8 hours before or after the employee's scheduled shift hours. If an employee's scheduled shift hours have been changed within the preceding 2 weeks this section shall not apply.
- (3) As a condition of receipt of regular or overtime pay, as applicable, for the time involved for a duty-connected court appearance, all witness fees, mileage allowance and related remuneration paid for an appearance in court proceedings shall be turned over to the City.

C. Shift Change and Rotation for Patrol Officers.

1. Shift Scheduling: The regular shift rotation shall occur approximately every 3 months and shall be scheduled so as to coincide with the start of the academic quarter at the local community college. Within 90 days following the effective date of this Agreement, the City will implement a shift scheduling process for patrol officers that allows the employee to select 2 of the 4 shift schedules that he or she is to be scheduled to work during the year, as follows:

- a. The City shall first post a master schedule of the anticipated available shifts for each quarter of the year.
- b. Each employee, starting with the employee who has the most class seniority, shall in turn indicate his or her preference as to any 2 of the 4 shift tours that he or she wishes to work among those indicated on the master schedule that have not been previously selected by more senior employees. However, any employee who at the time of selection of shifts for the following year worked 20 or more days on a shift other than the shift he/she selected as a result of shift reassignment pursuant to part 2c below, shall select by seniority 3 of the 4 shift tours that he or she will work.



- c. After all employees have made 2 (or 3, if applicable) shift tour selections, the City shall, without limits as to its discretion, schedule the remaining shift tours for each employee so as to complete the work schedule for the year.
2. Exceptions: With regard to the above procedure, it is recognized that the scheduling of shifts on the basis of employee preference will not be allowed to interfere with the City's ability to provide the best and most cost-effective service to the public. By way of example therefor, the following exceptions to the above shift scheduling procedure are made:
- a. Probationary employees shall not be subject to the provisions of part C.
  - b. Employees assigned to a particular activity that is traditionally associated with specific work schedules shall not be subject to the provisions of this section. Examples of such assignments include the following:
    - (1) Investigations
    - (2) Drug enforcement
    - (3) Inter-Agency Task Force assignment
    - (4) Traffic detail
    - (5) School Resource Officer
    - (6) Motorcycle
    - (7) Canine Unit

c. The City shall continue to have the right to change the scheduled work shift of employees in order to meet operational needs and to respond to changes in manning due to employee terminations, employee disabilities, budgetary exigencies, and the like. Notice of any permanent change in the regular work schedule will be posted at least two weeks in advance. The foregoing shall not apply when the change in schedule is for reasons beyond the control of the City.

3. Study Committee: At the request of either party, a joint committee, to be comprised of two representatives of each party, shall be formed to study and recommend to the City solutions to any problems or concerns which may exist with respect to this (part C) provision. If substantial operational problems arise, as certified in good faith by the Chief to the Association, and if the committee fails to effectively address such problems, the City shall, upon written prior notice to the Association, have the right to revert to the scheduling method that was in effect prior thereto.

D. Standby.

Investigators and other employees who are assigned to stand by and be available for call shall be paid \$5.00 per 8-hour shift for the duration of such standby. Employees may,

however, voluntarily agree to be available for work without additional compensation.

#### ARTICLE 11 HOLIDAYS

##### A. Holidays Observed.

The following days shall be recognized and observed as guaranteed paid holidays:

New Year's Day	January 1
Lincoln's Birthday	First Monday in February
Washington's Birthday	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Christmas Day	December 25

The employee's birthday shall also be observed as a paid holiday.

##### B. Holiday Pay.

If a holiday falls on an employee's scheduled work day, he/she shall receive an additional 8 hours pay for working that day or at his/her option may take credit for 8 hours of postponed holiday time.

If a holiday falls on an employee's scheduled day off, he/she shall receive 8 hours of postponed holiday time.

Postponed holiday time as described above shall be taken at a time mutually satisfactory to the employee and the Chief of Police.

Postponed holiday time shall accrue to a maximum of 24 hours. All accrued holiday time that is in excess of 24 hours shall be paid in cash at the equivalent rate.

Should an employee be on authorized leave when a holiday occurs, that holiday shall not be charged against his/her leave.

Upon termination of an employee for any reason, or in the event of his/her death, he/she shall be paid a lump sum for all earned but unused postponed holiday time for which he/she is entitled to be paid.

## ARTICLE 12 VACATION

### A. Accrual.

Vacation leave with pay shall accrue at the following rates:

<u>YEARS OF SERVICE:</u>	<u>HOURS OF VACATION PER MONTH</u>	<u>ANNUAL EQUIVALENT</u>
After 1 year and up to 5 years	6.67	80 hours
More than 5, less than 15	10.00	120 hours
15 years or more	13.33	160 hours

Accrued vacation shall be credited as earned vacation for each month of service, in accordance with A. above, except that vacation accrued during the first 12 months of continuous service shall not be credited as earned vacation until the employee completes the first 12 months of continuous service.

B. Utilization.

Any vacation accrued in excess of two times the annual accrual will be forfeited, provided that in the event an employee is unable due to departmental operational needs to take a vacation, he or she may request and be granted a waiver in writing so as to allow for the accrual beyond the above maximum for a specified period. Such waiver period shall normally not exceed four months in duration. Vacation shall normally be requested at least four weeks in advance and approved or denied at least two weeks prior to the first day of such vacation.

Upon the termination of an employee, he/she shall be paid for all earned but unused vacation at the employee's current wage rate.

If the employee is either sick or hospitalized prior to going on vacation, he/she may call the Department Head and cancel his/her vacation and not be charged until he/she comes back to work and reschedules his/her vacation.

Preference in vacation, compensatory time off and holidays scheduling shall be by seniority. Vacation requests are to be on a roster circulated by seniority in January of each year, and subject to shift sergeant and Chief of Police approval. Such exercise of seniority shall be limited to 1 selection of 1 vacation period per each calendar year.



## ARTICLE 13 SICK LEAVE

### A. Accrual.

Sick leave with pay shall accrue at the rate of 8 hours per month to a maximum of 800 hours. Sick leave payments will be limited to the first 90 calendar days of any disability and charged to the nearest quarter-hour. Unused sick leave shall not be paid upon termination or death. When an employee must be away from the job because of a serious illness in the immediate family, such time off may be granted by the Police Chief and charged against sick leave time. Except as provided in the Workers' Compensation section, sick leave will be allowed only when an employee is unable to work because of illness or off-the-job injuries and not for disabilities resulting from outside employment. Verification of illness by a doctor's certificate may be requested by the City if it appears that sick leave is being abused.

### B. Industrial Accident.

When an employee has suffered a compensable injury while on the job for the City for which he/she receives benefits under the Workers' Compensation Law, the City shall continue to provide the employee with those benefits specified in Article 16, Fringe Benefits, hereof, including the employer's contribution to retirement on the same basis as would apply if the employee were working during the first 3 calendar months of such temporary total disability.

Paid sick leave benefits shall not be available in the event of a compensable injury as described above, except if the time loss injury is for less than 14 calendar days, in which event, sick leave benefits shall be available for the day of the injury and for the next 2 calendar days. However, in the event Workers' Compensation benefits have been exhausted, sick leave shall be available. In the event an employee is injured while on the job with an employer other than the City, or while self-employed (any activity that could be covered by Workers' Compensation), no sick leave shall be available, nor shall the City continue to make fringe benefits contributions. In such instance, the employee shall be on an unpaid leave of absence until sufficiently recovered to be able to return to work.

C. Termination.

All sick leave benefits shall terminate and/or be forfeited upon termination of employment for any reason.

D. Limitations.

No City employee shall be entitled to sick leave pay while absent from duty due to the following causes:

1. Disability arising from any sickness or injury purposely inflicted.
2. Sickness or disability sustained while on leave of absence without pay.
3. Inability to properly perform required duties because of intoxication.

4. Injury or illness that is sustained while engaged in employment, either self or for a third party, other than for the City, provided such employment can be covered under Workers' Compensation.

E. Bonus Incentive.

Regular employees who have accumulated the maximum number of days (100) and do not use more than 2 days sick leave for a period of 6 months shall be awarded 5 days off, or 5 days pay, or a combination of 3 days pay, 2 days off, whichever they desire. Five days would then be subtracted from the maximum 100, and the employee will again start accruing towards the maximum from 95 to 100 at the one-day-per-month rate. This cycle will then repeat. Upon qualification, the employee will have up to 90 days to take advantage of these options.

Should the employee request pay, payment will be made immediately or within a 90-day period specified by the employee.

Days taken off will be mutually agreed upon between the employee and his/her supervisor within the 90-day period.

#### ARTICLE 14 OTHER PAID LEAVES

A. Jury Duty/Court Appearances.

Employees shall be granted leave with pay for service upon a jury during scheduled working hours. Employees shall also be granted leave without loss of their regular pay to answer

a subpoena when such subpoena is not duty-connected and when the employee is not a party in interest to the proceeding. Upon being excused from such service during any day, an employee shall immediately contact his/her superior for assignment for the remainder of his/her regular work shift. Overtime compensation shall not be provided for such service, and as a condition of receipt of regular pay, the employee must turn over to the City all monies other than expense reimbursement received for such service. Court appearances that are duty-related shall be compensated for in accordance with Article 10, Section B.

B. Compassionate Leave.

1. Immediate Family: Necessary time off with pay to travel, make funeral arrangements and attend the funeral to a maximum of 40 hours may be granted in the event of a death in the immediate family. As used herein, "immediate family" includes: spouse, parents, children, brother, sister, grandparents, grandchildren, father-in-law, mother-in-law, sister-in-law, brother-in-law, son-in-law, and daughter-in-law.
2. Other Funerals: When an employee serves as a pall-bearer, or in some other way participates in a funeral ceremony other than as provided for in part 1., he/she may be granted time to perform such duty. Time not worked because of such absence will not affect vacation or sick leave accrued.

C. Other Paid Leaves.

The City may grant paid leave for educational or other reasons as appropriate at its discretion. All leaves of absence with pay shall count as time worked for purposes of this Agreement.

ARTICLE 15 UNPAID LEAVES

A. Leave Requests.

Upon written application and written permission from the City, leaves of absences for personal reasons may be granted to permanent employees.

B. Medical Leave.

A leave of absence from work for a period of up to 6 months shall be allowed in the case of physical disability to include pregnancy. Extensions beyond 6 months may be made by mutual agreement. Employees on medical leave shall continue to accrue seniority for the period of leave but shall not accrue vacation, sick leave or other benefits. As a condition of receipt of medical leave, the employee may be required to certify his or her intent to return to City employment upon physician's release to do so. A physician's release shall be required as a condition of returning to work. The City may require the confirmation of a second physician retained at its expense when cause to question the employee's physician relative to any of the above determinations may exist.



C. Child Care Leave.

The parties recognize that child care leave is allowed by ORS 659.360.

ARTICLE 16 WAGES

A. Appendix A.

The wages are set forth in the schedule attached hereto and incorporated herein.

B. Step Placement.

Normally an employee will be appointed at the base step of the range established for his/her classification. A new employee or promoted employee is eligible for consideration for advancement to the next step of the salary range for his/ her classification at the beginning of the next pay period following completion of his/her probationary period.

An employee shall be eligible for additional increases following each 12 months continuous service until he/she reaches the top of his/her range. Whenever an employee is appointed to a higher classification or position, he/she shall receive the nearest higher monthly salary in the new salary range at the beginning of the next pay period.

C. Payment of Salary.

Compensation shall be deemed to mean compensation per month. All employees shall be paid on the basis of the ratio of the actual number of days or hours worked, including authorized absence with pay to the total number of

working days or hours, including authorized holidays in each month. Pay days shall be monthly.

D. New Job Classifications.

In the event the City creates a new job classification or substantially modifies the duties and responsibilities of an existing classification, it shall notify the Union before a wage is set.

The City shall, at the Union's request, meet with the Union to negotiate a wage rate before the new classifications are implemented.

E. Merit Evaluation.

The City and the Union shall appoint a joint committee to be composed of three representatives of the Union and three representatives of the City. The committee shall make recommendations to the City with respect to:

1. The performance indicators upon which evaluations are to be based, and
2. The procedures that are to be utilized in the evaluation process.
3. With regard to this section E, the City may at its discretion pay employees more than the amounts specified in Appendix A hereof.

ARTICLE 17 TUITION REIMBURSEMENT PROGRAM

An employee who voluntarily attends a course of instruction which is directly related to the business of the City may receive

tuition from the City if he/she has successfully completed the course of instruction and if, prior to employee's attending the course of instruction, the City agrees in writing to pay one-half (1/2) tuition, if grade of "C" or better is attained.

#### ARTICLE 18

##### EDUCATIONAL TRAINING AND EXPERIENCE INCENTIVE PROGRAM

The City agrees to pay the premiums set forth below to those Patrol Officers who qualify under the following terms:

1. A 3% per month premium to those officers who possess intermediate certificates from the Board on Police Standards and Training, and have 4 years of service with the City of The Dalles Police Department.
2. A 6% per month premium to those officers who possess an advanced certificate from the Board on Police Standards and Training, and have 8 years of service with the City of The Dalles Police Department.
3. In addition to the aforementioned requirements to receive a premium, a participating officer must maintain a satisfactory merit rating and obtain at least 20 hours of approved in-service training each year without pay. The City shall have an obligation to make such training available.

## ARTICLE 19 GRIEVANCE PROCEDURE

A. To promote better relations, the parties agree to settle any dispute as to the meaning or interpretation of this Agreement by the following procedure:

1. STEP ONE: After first attempting to resolve the grievance informally, the Union, or any employee with notice to the Union, may claim a breach of this Agreement in writing to the employee's most immediate supervisor not within the bargaining unit within 15 days from the occurrence thereof or in the event of the employee's absence, within 15 days of his/her return. The notice shall include: (1) statement of the grievance and relevant facts; (2) provision of the contract violated; and (3) remedy sought. The supervisor shall respond to the grievance in writing within 5 days with a copy to the Union.
2. STEP TWO: If, after 5 days from the date of submission of the grievance to the immediate supervisor the grievance remains unadjusted, the grievance may be submitted within 5 days to the City Manager or his/her designee. Such submission shall include a copy of all materials submitted or received at the preceding step hereof and cover letter specifying the step and party to which the grievance is being pursued. The City Manager may meet with the aggrieved party and the Union representatives

and shall respond to the grievance in writing within 10 days, with a copy to the Union.

3. STEP THREE: If the grievance is still unsettled after completion of Step Two, the Union shall, within 7 days of the written response of the City Manager under Step Two, contact the Oregon State Conciliation Service and request a list of 7 names. Both the City and the Union shall have the right to strike 3 names from the list. The party requesting arbitration shall strike the first name and the other party shall then strike one name. The process shall be repeated and the remaining person shall be the arbitrator. The designated arbitrator shall set a time and place for hearing which is agreeable to both parties.

B. Limitations on Arbitration.

The arbitrator shall render a written decision within 30 days of the hearing. The powers of the arbitrator shall be limited to interpreting this Agreement and determining if it has been violated. The arbitrator shall have no power to alter, modify, add to, or detract from the terms of this Agreement. The decision of the arbitrator shall be final and binding on both parties.

No issue whatsoever shall be arbitrated or subject to arbitration unless such issue results from an action or occurrence which takes place while this Agreement is in effect, and no arbitration determination or award shall be



made by the arbitrator which grants any right or relief for any period of time whatsoever prior to the execution or after the expiration date of this Agreement.

Expenses for the arbitrator's services and the proceedings shall be borne equally by the parties. However, each party shall be completely responsible for the cost of preparing and presenting its own case, including compensating its own representatives and witnesses. If either party desires a record of the proceedings, it shall solely bear the cost of producing such a record.

It is specifically and expressly understood and agreed that taking a grievance appeal to arbitration constitutes an election of remedies. Specifically, the Association agrees that it shall not pursue an issue that has been the subject of a grievance arbitration award to any court, quasi-judicial body or other outside authority for a determination, other than to appeal or seek enforcement of such award. When an issue is presently pending before, or has been decided by a court, quasi-judicial body or other outside authority, no grievance with respect thereto may exist.

C. Time Periods.

The time periods specified in this Article are calendar days and may be extended or modified only by mutual written agreement. Failure by the Union to comply with a specified time period shall constitute acceptance of the City's position on the issue. Failure by the City to comply with a

specified time period shall constitute rejection of the grievance at that step and thereby automatically move the grievance to the next step. All obligations pertaining hereto in this procedure terminate upon the expiration of this Agreement, provided that any grievance filed before the expiration date hereof shall be processed in accordance with this procedure.

#### ARTICLE 20 FRINGE BENEFITS

A. Medical, Dental, and Vision.

Effective September 1, 1988, the maximum City contribution towards the cost of insurance shall be as specified below: The League of Oregon Cities Medical (Blue Cross) Plan V with PPO and \$50 deductible, LOC Dental Plan II, and LOC Vision UCR, or such alternative plans as the parties may mutually agree to provide. Employees who are regularly scheduled to work less than 40 hours per week shall be eligible for a pro rata contribution towards the cost of the entire medical, dental, and vision insurance package based upon the relationship that employee's regularly scheduled work week bears to 40 hours.

The maximum City contribution towards the cost of insurance as specified above is as follows:

Single employee	\$ 83 per month
Employee plus one dependent	\$196 per month
Employee plus family	\$250 per month

The following rates apply effective July 1, 1989:

Single Employee	\$ 95 per month
Employee plus one dependent	\$224 per month
Employee plus family	\$285 per month

The following rates apply effective July 1, 1990:

Single Employee	\$109 per month
Employee plus one dependent	\$258 per month
Employee plus family	\$328 per month

A joint labor-management health care committee shall be established with equal numbers of representatives from management and labor. Labor representatives can include employees from bargaining units other than the police unit. If representatives from other bargaining units participate on the committee, each bargaining unit shall appoint representatives in proportion to the number of employees that unit represents. The duties of the committee shall include: (1) regular review of insurance plan utilization data, (2) development of a health promotion program, (3) development of recommendations regarding plan design changes.

B. Life Insurance.

The City shall continue to provide \$10,000, 24-hour life insurance coverage for each employee. The employee may obtain \$10,000 dependent life coverage by payroll deductions.

C. Retirement.

1. Sworn Personnel: The City agrees to maintain its existing, or an equivalent, retirement plan, subject to the terms and provisions thereof.
2. Non-Sworn Personnel: The City shall contribute 13.5 percent of all wages earned for all eligible employees to a "defined contribution retirement plan" wherein 6 percent of wages shall be considered employee contributions and shall be available to the employee upon termination for any reason whatsoever. The remaining 7.5 percent of wages shall be treated as an employer contribution. Except as specifically addressed in the foregoing, it is intended that the terms of the existing retirement plan be continued without change.

D. Long-Term Disability.

The City will continue to maintain the established, or an equivalent, long-term disability insurance plan.

E. Mileage and Expenses.

An employee authorized and directed to use his or her own vehicle in the performance of official City duties shall receive reimbursement for such travel in an amount equivalent to that allowed by the Internal Revenue Service for business mileage (currently 22.5 cents per mile). Any change in the amount allowed for mileage shall become effective upon the first of the month following the month in which the change is announced by the IRS. Subsistence

allowance for authorized official overnight trips will be compensated on the basis of reasonable actual expense.

F. Clothing and Uniform.

If an employee is required to wear a uniform, such uniform shall be furnished at no cost to the employee by the City.

G. Liability Insurance.

The City agrees to provide liability insurance, providing protection for possible claims arising out of acts committed by the employees in the discharge of their duties and in the course of their employment, provided the claims do not result in a judgment resulting from willful and wrongful acts or gross negligence of such employee. Such insurance shall cover all costs, including attorney's fees connected with proposed or threatened suits and negotiated settlements.

ARTICLE 21 SAVINGS CLAUSE

If any article or section of this Agreement or any addition thereto should be held invalid by operation of the law, or by any lawful tribunal having jurisdiction, or if compliance with or enforcement of any article or section should be restricted by such tribunal, the remainder of this Agreement and its addenda shall not be affected thereby. If such event occurs, the parties agree to enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such article or section.



ARTICLE 22 TERM OF AGREEMENT

- A. Except as otherwise indicated herein, this Agreement shall be effective on the day of signing by both parties, and shall remain in full force and effect through June 30, 1991. After ratification, this Agreement shall not be modified in whole or in part by the parties except by instrument, in writing, duly executed by both parties.
- B. The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter appropriate for collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the City and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement. All terms and conditions of employment not covered by this Agreement shall continue to be subject to the City's direction and control.

FOR THE DALLAS POLICE OFFICERS ASSOCIATION affiliated with OREGON  
PUBLIC EMPLOYEES UNION:

D M Tortwood  
Association President

Robert L. Berto  
Team Member

May Curtis  
Team Member

Alvin L. Dan  
OPEU Executive Director

Richard Peppers  
OPEU Field Representative

10-6-88  
Date

FOR THE CITY OF THE DALLAS:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Clerk

\_\_\_\_\_  
Date

# APPENDIX A

## A. Monthly Wages: Effective retroactive to July 1, 1988, and through December 31, 1988:

	<u>BASE</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>
Former Corporal <sup>1</sup>					1883
Patrol Officer	1569	1644	1716	1793	1863
Communications Operator	1329	1384	1438	1494	1546
Department Specialist	1062	1111	1162	1210	1259
Department Secretary	1179	1228	1277	1319	1367

## B. Monthly Wages: Effective January 1, 1989, through June 30, 1989:

	<u>BASE</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>
Patrol Officer <sup>2</sup>	1632	1710	1785	1865	1938
Communications Operator	1382	1439	1496	1554	1608
Department Specialist	1062	1111	1162	1210	1259
Department Secretary	1179	1228	1277	1319	1367

## C. Monthly Wages: Effective July 1, 1989, through June 30, 1990:

	<u>BASE</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>
Patrol Officer	1714	1796	1874	1958	2035
Communications Operator	1451	1511	1571	1632	1688

<sup>1</sup> Only those employees who were previously classified as a corporal shall be designated as Former Corporals.

<sup>2</sup> Includes Former Corporals.

	<u>BASE</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>
Department Specialist	1115	1167	1220	1271	1322
Department Secretary	1238	1289	1341	1385	1435

D. Monthly Wages: Effective July 1, 1990, through June 30, 1991:

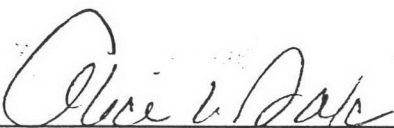
Each of the monthly wages rates specified in Section I above shall be adjusted by the "CPI" plus 1.0%, subject to the following:

- (a) If the CPI plus 1.0% is a total of less than 3.0%, the above formula shall be replaced by 3.0%.
- (b) If the CPI plus 1.0% is a total of greater than 6.0%, then the above formula shall be replaced by 6.0%.
- (c) The "CPI" as used herein shall be the increase in the All Cities Average Wage Earners and Clerical Workers, expressed as a percentage, occurring between January 1989 and January 1990.

[TDPD91.F1(pb)]

MEMORANDUM OF AGREEMENT  
COMMUNICATIONS OPERATORS

- A. Staffing: In order to enhance the opportunities for breaks, the City will fill all existing and future vacancies (regular and part-time) expeditiously.
- B. Joint Dispatch Center: The parties recognize that the City is presently engaged in discussions with other area governmental entities with regard to the creation of a jointly managed and operated dispatch or communications center. Therefore, it is agreed as follows:
1. The City shall make a good-faith effort to keep the Union informed as to the status of those discussions and the anticipated time frame for implementation of any dispatch center that may result.
  2. The City shall be under no obligation to negotiate with the Union with respect to the decision to enter into an intergovernmental agreement to provide dispatch services or to negotiate with the Union with respect to the impact of such decision. The City shall, however, raise no objection if the Union should be in direct contact with the parties involved in the creation of the dispatch center.
- C. Residency: The City shall impose no residence requirements or living area restrictions upon any member or prospective member of the bargaining unit.

  
\_\_\_\_\_  
FOR THE UNION

\_\_\_\_\_  
FOR THE CITY

10-6-88  
\_\_\_\_\_

\_\_\_\_\_



**MEMORANDUM OF AGREEMENT  
BETWEEN  
THE CITY OF THE DALLES  
AND  
THE DALLES POLICE OFFICERS ASSOCIATION  
(Applies to Police Officers Only)**

HOURS OF WORK AND DAYLIGHT SAVINGS TIME

WHEREAS: A dispute has arisen as to the proper method of payment of employees when clocks are set back or forward so as to accommodate the change-over to and from Daylight Savings Time.

IT IS RESOLVED AS FOLLOWS:

1. The Association agrees to drop the outstanding grievance, subject as above.
2. Hereafter, the City shall, at the time of change-over to or from Daylight Savings Time, schedule employees to work an actual work shift of eight hours, rather than the seven or nine scheduled in the past. The City shall also pay for eight hours of work when the change-over to or from Daylight Savings Time occurs.

FOR THE ASSOCIATION:

*Alvin L. Doh*  
Signature

10-6-88  
Date

FOR THE CITY:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

RESOLUTION NO. 88-90

A RESOLUTION SETTING NOVEMBER 21ST, 1988 AND  
DECEMBER 5, 1988 AS THE DATES TO CONSIDER A GRANT  
APPLICATION TO THE OREGON ECONOMIC DEVELOPMENT DEPARTMENT

WHEREAS, the Oregon Economic Development Department is inviting  
proposals for public works, and housing and community facility  
projects under the 1988 Community Development Program; and,

WHEREAS, a 1988 housing survey and other information  
demonstrate a need for housing rehabilitation in The Dalles; and,

WHEREAS, a housing rehabilitation program will preserve  
affordable housing units and improve the appearance of the City's  
neighborhoods; NOW, THEREFORE

BE IT RESOLVED BY THE CITY COUNCIL AS FOLLOWS:

Section 1. Public Hearings to be Scheduled. Public  
hearings are to be scheduled for November 21, 1988 and  
December 5, 1988 at 7:30 p.m. in the Council Chambers for the  
purpose of hearing comments on a housing rehabilitation grant  
application to the Oregon Economic Development Department.

PASSED AND ADOPTED THIS 7TH DAY OF NOVEMBER, 1988.

Voting Yes, Councilmembers:	<u>Phillips, Spadt, Clark, Will</u>
Voting No, Councilmembers:	<u>None</u>
Absent, Councilmembers:	<u>Probstfield</u>
Abstaining, Councilmembers:	<u>None</u>

AND APPROVED BY THE MAYOR THIS 7TH DAY OF NOVEMBER, 1988.

  
JOHN MABREY, MAYOR

ATTEST:

  
BARBARA SCHROEDER, CITY CLERK





A RESOLUTION AUTHORIZING OFFICERS TO ACT

WHEREAS, The Dalles-Wasco County Public Library desires to make an Application for federal funds through the federally assisted LSCA Title VI - Library Literacy Program to establish and maintain an English As A Second Language Resource Center to be located at The Dalles-Wasco County Public Library; and

WHEREAS, said funding would also be used to aid in increasing and improving the scope of the English As A Second Language materials collection at The Dalles-Wasco County Public Library; and

WHEREAS, said funding would also be used to aid in increasing the awareness of the English As A Second Language Resource Center of the Wasco County ESL population; and

WHEREAS, the City Council of the City of The Dalles deems it in the best interest of the citizens of the City of The Dalles to give approval to The Dalles-Wasco County Public Library to make said application to LSCA Title VI - Library Literacy Program;

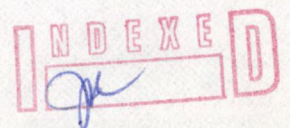
NOW, THEREFORE, IT IS HEREBY RESOLVED AS FOLLOWS:

Section 1. Application approved.

The Application for federal assistance through LSCA Title VI - Library Literacy Program, a copy of which is attached hereto and by this reference made a part hereof, is hereby approved by the City of The Dalles.

Section 2. Officers to Act.

The Mayor, City Clerk and such other officers and employees of the City of The Dalles are hereby authorized to sign the Application and to do such other acts as are necessary and proper.





PASSED AND ADOPTED THIS 7TH DAY OF NOVEMBER, 1988.

Voting Yes, Councilmembers:	<u>Phillips, Spadt, Clark, Will</u>
Voting No, Councilmembers:	<u>None</u>
Absent, Councilmembers:	<u>Probstfield</u>
Abstaining, Councilmembers:	<u>None</u>

AND APPROVED BY THE MAYOR THIS 7TH DAY OF NOVEMBER, 1988.

ATTEST:

Barbara Schroeder  
Barbara Schroeder  
City Clerk

John Mabrey  
John Mabrey, Mayor

RESOLUTION NO. 88-88

A RESOLUTION APPROVING THE ITEMS ON THE  
CONSENT CALENDAR AND AUTHORIZING CITY  
OFFICERS TO SIGN CONTRACT DOCUMENTS

WHEREAS, Certain business items of a routine nature are periodically brought before the City Council for action; and,

WHEREAS, the City Council desires to conduct its meetings in an efficient and effective manner; and,

WHEREAS, the City Council desires to dispose of routine matters so that the Council may focus its attention on the major policy issues facing the community; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL AS FOLLOWS:

Section 1. Items Approved. The items appearing on the Consent Calendar are hereby approved:

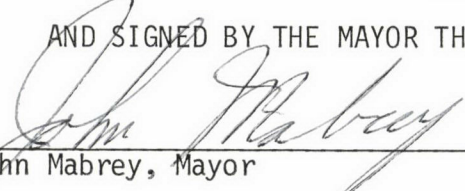
1. Consent Calendar Resolution for Council action.
2. Approval of the October 3, 1988 regular City Council meeting minutes.
3. Request for partial payment #1 on the 1988 Computer Aided Mapping Project.
4. Request for partial payment for professional services associated with the dewatering project.
5. Establishing 1989 City Council meeting dates for regularly scheduled meetings which fall upon legal holidays.


Section 2. Officers to Act. City Officers are hereby authorized to sign contract documents and do such other acts as are necessary and proper.

PASSED AND ADOPTED THIS 17TH DAY OF OCTOBER, 1988.

Voting Yes, Councilmembers: CLARK, PHILLIPS, PROBSTFIELD, SPADT  
Voting No, Councilmembers: NONE  
Absent, Councilmembers: WILL  
Abstaining, Councilmembers: NONE

AND SIGNED BY THE MAYOR THIS 17TH DAY OF OCTOBER, 1988.

  
John Mabrey, Mayor

ATTEST:   
Barbara Schroeder, City Clerk





RESOLUTION 88-87

A RESOLUTION SUPPORTING THE NORTHERN WASCO COUNTY  
PEOPLE'S UTILITY DISTRICT'S NEW HYDRO PROJECT ON  
THE DALLES DAM.

WHEREAS, Northern Wasco County People's Utility District has received a license from the Federal Energy Regulatory Commission to install a powerhouse to capture the energy from the water release on the Washington side of The Dalles Dam for fish attraction; and

WHEREAS, The Northern Wasco County People's Utility District is negotiating with a private utility for the sale of the harnessed energy for the next twenty years; and

WHEREAS, income for this first twenty years from sale of the power is estimated at \$200,000 per year, after expenses and debt service, which will help keep area electric rates the lowest in the region; and

WHEREAS, after twenty years the power will be available to meet the needs of the residents and businesses of our area; and

WHEREAS, guaranteed supplies of low cost power are essential to the long term economic well being of our area; NOW, THEREFORE,

THE CITY COUNCIL HEREBY RESOLVES AS FOLLOWS:

Section 1. Record of Support. The City Council hereby goes on record as supporting the Northern Wasco County People's Utility District's new hydro project on The Dalles Dam.

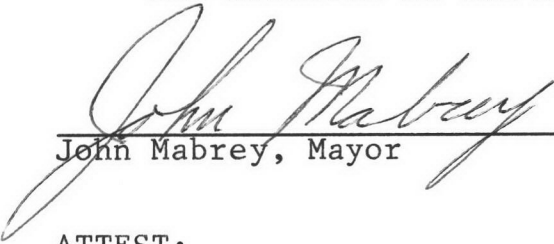
PASSED AND ADOPTED THIS 17TH DAY OF OCTOBER, 1988.

Voting Yes, Councilmembers:  
Voting No, Councilmembers:  
Absent, Councilmembers:  
Abstaining, Councilmembers:

PHILLIPS, CLARK, PROBSTFIELD, SPADT  
NONE  
WILL  
NONE



AND APPROVED BY THE MAYOR THIS 17TH DAY OF OCTOBER, 1988.

  
\_\_\_\_\_  
John Mabrey, Mayor

ATTEST:

  
\_\_\_\_\_  
Barbara Schroeder, City Clerk

RESOLUTION NO. 88-86

A RESOLUTION RESCINDING RESOLUTION NO. 88-75 ESTABLISHING OCTOBER 19, 1988 AT 7:00 P.M. AS THE DATE AND TIME FOR A SPECIAL CITY COUNCIL MEETING AND RESCHEDULING THE MEETING FOR NOVEMBER 3, 1988 AT 7:00 P.M. TO AUTHORIZE ISSUANCE AND SALE OF ADVANCE REFUNDING OF BONDS, APPOINTING AN ESCROW AGENT AND APPROVING A BOND PURCHASE AGREEMENT

WHEREAS, the City Council desires to refinance the 1980 Water Bonds in order to save money; and,

WHEREAS, bond refinancing can save interest costs; and,

WHEREAS, the Bond Counsel and U.S. Bank will not have concluded the transaction by October 19, 1988, but, will have by November 3, 1988 and will need City Council authorization; and,

WHEREAS, Resolution No. 88-75 had previously set October 19, 1988 at 7:00 p.m. as the date and time for a special City Council meeting to authorize issuance and sale of advance refunding of bonds, appointing an Escrow Agent and approving a bond purchase agreement; and,

WHEREAS, it is in the best interest of the City to hold a special City Council meeting on November 3, 1988 to conclude the sale; NOW, THEREFORE

BE IT RESOLVED BY THE CITY COUNCIL AS FOLLOWS:

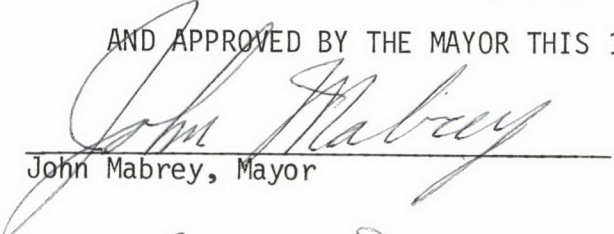
Section 1: Rescinding Resolution No. 88-75 as presented at the September 19, 1988 City Council meeting.

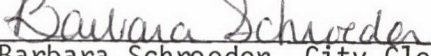
Section 2: Rescheduling the special City Council meeting for November 3, 1988 at 7:00 p.m. to authorize issuance and sale of advance refunding of bonds, appointing an Escrow Agent and approving a bond purchase agreement.

PASSED AND ADOPTED THIS 17TH DAY OF OCTOBER, 1988.

Voting Yes, Councilmembers: CLARK, PHILLIPS, PROBSTFIELD, SPADT  
Voting No, Councilmembers: NONE  
Absent, Councilmembers: WILL  
Abstaining, Councilmembers: NONE

AND APPROVED BY THE MAYOR THIS 17TH DAY OF OCTOBER, 1988.

  
John Mabrey, Mayor

ATTEST:   
Barbara Schroeder, City Clerk





RESOLUTION 88-85

A RESOLUTION ADOPTING CITY OF THE DALLES, OREGON,  
OIL AND HAZARDOUS MATERIALS EMERGENCY RESPONSE PLAN.

WHEREAS, the Federal Emergency Planning and Community Right-to-Know Act of 1986 (Title III) requires local governments to plan for hazardous materials incidents; and

WHEREAS, ORS 401.305 requires counties to plan for emergencies and requires a mechanism for carrying out this activity at the county level, coordinating with cities; and

WHEREAS, the local plans designed by counties and incorporated cities under Title III are to be completed by October, 1988; and

WHEREAS, it is in the best interest of the public that the City of The Dalles adopt a plan for dealing with hazardous emergencies; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL AS FOLLOWS:

Section 1. City to Adopt the Plan. The City Council hereby adopts the City of The Dalles, Oregon, Oil and Hazardous Materials Response Plan, a copy of which is attached hereto as Exhibit A and incorporated herein by this reference.


Section 2. Officers to Act. City officers and city staff are authorized to do such acts and deeds as are necessary for the implementation and execution of this plan.

PASSED AND ADOPTED THIS 17TH DAY OF OCTOBER, 1988.

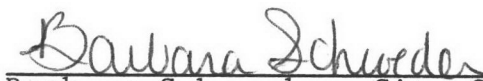
Voting Yes, Councilmembers:	PHILLIPS, PROBSTFIELD, CLARK, SPADT
Voting No, Councilmembers:	NONE
Absent, Councilmembers:	NONE
Abstaining, Councilmembers:	NONE



AND APPROVED BY THE MAYOR THIS 17TH DAY OF OCTOBER, 1988.

  
\_\_\_\_\_  
John Mabrey, Mayor

ATTEST:

  
\_\_\_\_\_  
Barbara Schroeder, City Clerk



CITY OF THE DALLES, OREGON

OIL & HAZARDOUS MATERIALS EMERGENCY RESPONSE PLAN

OCTOBER 1988

In Case of Emergency Notify:

1. Telephone 911
2. 1-800-452-0311, Oregon Emergency Response System (OERS)

Disclaimer: Government entities, while complying with the provisions of this plan, shall not be liable for death, injury, or loss of property except in cases of willful conduct, gross negligence or bad faith. The telephone numbers listed in this plan may be subject to change at any time and need to be verified periodically.

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Attachments

Attachment #1	Notification List
Attachment #2	Oregon Emergency Operation Plan - Annex O
Attachment #3	Emergency Response Plan for Utilities Department and Wicks Water Treatment Plant
Attachment #4	Distribution List and Record of Changes

## SECTION I

### Purpose, Scope, Limitations, Relationship To Other Plans, Exceptions

Purpose: The plan describes how the City of The Dalles Emergency Response System will operate during emergencies involving oil or hazardous materials. It is consistent with Oregon's Oil and Hazardous Materials Emergency Response Plan (Annex O) and satisfies the requirements of Oregon Revised Statutes Chapters 401, 469 and 597.

Scope: The plan describes the roles and responsibilities of all local responders to a hazardous material incident within the City of The Dalles (hereinafter referred to as the City). It identifies who will be in charge of an incident, provides guidelines for coordinating emergency services and also describes how the City will coordinate with:

- adjacent jurisdictions
- state agencies
- federal agencies
- industry
- volunteer organizations

### Relationship to Other Plans:

Wasco County Government: Wasco County Emergency Services through the Wasco County Emergency Response Plan.

State of Oregon: The Oregon Emergency Response System (OERS) and the state agency response capabilities are described in Annex 0. The City recognizes Annex 0 and hereby incorporates it by reference into this plan.

Federal Government: The Federal Government's emergency response system and federal agency response capabilities are described in the National Response Plan. The State (OERS) administers the National Response Plan in Oregon.

Exceptions:

Incidents not addressed in this plan due to a lack of equipment and/or personnel and the fact other agencies are charged with their control are:

1. Military weapons or weapons related materials incidents.
2. Spills upon the Columbia River.

Section II

Definitions of Key Terms

Clandestine Lab or Drug Lab means a location at which illegal drugs are made.



Emergency Operations Center (EOC) means site from where local, state and federal agencies coordinate off-scene support to on-scene responders.

Hazardous Material (HAZ-MAT) means any element, compound, mixture, solution or substance which, when spilled or released into the air or into or on any land or waters of the state, may present a substantial danger to the public health, safety, welfare of the environment. They may exhibit one or more of the following characteristics: toxicity, flammability, corrosiveness, radioactivity or a tendency to rapidly decompose when exposed to oxygen or elevated temperatures.

1. Corrosiveness: Chemical action by which minerals and materials are converted into unwanted properties.
2. Explosiveness: The characteristic of a chemical compound, mixture or device involving the instantaneous release of gas or heat, by deflagration or detonation.
3. Flammability: The ability to support combustion.
4. Oxidation: A process by which a change occurs when exposed to Oxygen.
5. Radioactivity: A characteristic of some elements which involves the spontaneous release of alpha, beta or gamma radiation, and

results in the disintegration of the material.

6. Toxicity: The capability of a substance to produce serious illness or death.

Incident means any event that results in a spill or release of hazardous materials. Action by emergency service personnel will be required to prevent or minimize loss of life or damage to property and/or natural resources.

Incident Commander (IC) means the one individual in charge at any given time of an incident.

Incident Command Post means the location where field commands are given. The incident commander and the on-scene coordinator direct the on-scene response from this location.

Incident Command System (ICS) means the combination of facilities, equipment, personnel, procedures, and communications operating with a common command structure. A system which provides effective incident management through the identification of specific roles and responsibilities, and a chain of command. Utilizes functional groupings of tasks, management by objectives, and unified command.

On-Scene Coordinator (OSC) means the individual on-scene responsible for coordinating the resources at each respective level of government. OSC's may include:

- Local On-Scene Coordinator (LOSC)
- State On-Scene Coordinator (SOSC)
- Federal On-Scene Coordinator (FOSC)

Public Information Officer (PIO) means a person designated to provide information to the public and media.

Responsible Party means the person or firm who by law is strictly liable for cleanup of any spill or release.

Unified Command means the method by which local, state and federal agencies will work with the incident commander to:

1. Determine their roles and responsibilities for a given incident.
2. Determine their overall objectives for management of an incident.
3. Select a strategy to achieve agreed upon objectives.
4. Deploy resources to achieve agreed upon objectives.

### SECTION III

#### The City Emergency Response System

##### A. Summary

1. The Dalles Fire Department will assume the lead role during an incident.
2. All Other Local Responding Agencies will provide support to the lead agency during an incident.
3. Wasco County Emergency Services upon request by the City will initiate County and State resources as per written agreement.
4. State and Federal Agencies will provide technical support to local agencies during emergency operations.
5. State or Federal Agencies shall assume lead role for directing the cleanup and site restoration.
6. Private Industry is legally responsible for reporting their spill, performing cleanup or hiring a cleanup contractor and disposing of the spilled materials in an approved manner.
7. Volunteer Organizations will be requested to provide for the social needs of any victims of the incident.

##### B. Notification

1. Local notification - 9-1-1 or City's Communication Center.
2. Regional notification - Wasco County Emergency Services 296-6424.

3. State notification - 1-800-452-0311 (24 hrs.) activates the Oregon Emergency Response System (OERS) which can provide state assistance to local responders. Most spills that involve oil or hazardous materials must be reported by the spiller to OERS. It is necessary that local government contact OERS so the state system can be prepared to respond if needed.
4. Federal notification - 1-800-424-8802 (24 hours) activates the National Response Center (NRC) which can provide federal assistance. Depending on the type and quantity of material spilled, the spiller must notify the NRC.

C. Incident Management

1. Emergency Response

- a. Incident Command - The first public safety official on scene should assume incident command. That person will:

- Assess the situation
- Activate the local emergency response system by calling 9-1-1 or radio the Communication Center.
- Initiate actions to protect the public.

- b. Local Incident Command - The designated local incident command agency is The Dalles Fire Department. When The Dalles Fire Department arrives on scene it shall:



- Assume incident command.
  - Designate a local on-scene coordinator (LOSC) for local resources.
  - Establish an appropriate incident command post.
  - Be in charge of and responsible for all emergency response operations.
  - Establish a unified command if more than one level of government is involved.
  - Designate a Public Information Officer (PIO).
  - Assure notifications made.
  - Contact the state through OERS for technical assistance.
- c. Change of Command - Incident command will remain with the City Fire Department until the emergency operations, which include stabilization and control activities, are completed unless the incident commander requests another agency to assume control.

## 2. Cleanup and Restoration

Once the emergency is over, the appropriate state agency will assume control of the cleanup unless other arrangements have been made. They can be reached by calling OERS 1-800-452-0311.

D. Emergency Operation Center (EOC)

The City EOC will be activated by the incident commander of The Dalles Fire Department. During major incidents the City EOC will coordinate with the Wasco County Emergency Service.

E. Technical Assistance

Technical assistance in hazardous materials identification is available locally from N.W. Aluminum Plant and appropriate City staff.

In Addition:

24 hour technical assistance from state agencies is available through OERS at 1-800-452-0311 (refer to State Annex 0).

The lead state agencies are:

- Department of Environmental Quality (DEQ) for oil and chemically hazardous materials.
- State Health for all incidents involving radioactive materials other than transportation incidents and for all communicable disease agents.
- Oregon Department of Energy (ODOE) for radioactive materials transportation incidents.
- Poison Control Center for 24 hour toxicological information and medical treatment advice (1-800-452-7165)

- Hazardous substance survey information is available from the State Fire Marshal's Office at 378-2885.

24 hour technical assistance from federal agencies will be available through the National Response Center at 1-800-424-8802.

24 hour chemical information assistance is available from industry through CHEMTREC at 1-800-424-9300.

24 hour assistance for incidents involving railroads is available from the American Railroad's Bureau of Explosives at 1-800-826-4662.

#### F. Public Information

Public Information will be coordinated between on-scene and off-scene operations. A public information officer (PIO) will be designated by the incident commander to issue information about the incident. The PIO will issue information provided by the incident commander and in coordination with the appropriate agencies.

### SECTION IV

#### Responsibilities of Local Response Organizations

##### A. City Fire Service shall:

- Provide personnel who have been trained as hazardous

materials first responders.

- Be the lead agency for management of hazardous materials incidents.
- Provide an incident commander and establish a unified command with other government agencies depending on the incident.
- Conduct first-aid and emergency medical aid when safety of personnel is assured.
- Provide technical advice and support to the law enforcement incident commander in the case of a security incident or clandestine lab incident.
- Assist regional hazardous materials response team, Regional Radiological Technical Assistance (RRTA's) and hazardous materials specialists.
- Verify and update this document periodically and provide revision to all holders thereof.

B. City Law Enforcement shall:

- Provide personnel who have been trained in hazardous materials emergency response.
- Provide initial incident commander if first public safety department on scene.
- Initiate emergency response action.
- Coordinate activities with lead agency incident commander.
- Provide crowd and traffic control.
- Implement evacuation when needed.

- Provide security for area of incident.
- Initiate road/street/highway closures and blockades as needed.
- Be lead agency and provide incident commander for security or clandestine lab incidents.

C. City Public Works shall:

- Provide personnel who have been trained in hazardous materials emergency response.
- Coordinate activities with the incident commander.
- Respond when requested by the incident commander and assist/support the City's efforts to control the incident.
- Provide and place materials to stop or limit its runoff as requested by the incident commander.
- Assist with traffic control, providing barricades, etc. as needed.
- Assist OERS or hazardous materials specialist in cleanup and restoration of site as needed.

D. City Utilities shall:

- Provide personnel who have been trained in hazardous materials handling.
- Respond when requested by the incident commander and assist/support the City's efforts to control the incident.
- Turn off water supply, divert storm drains and provide



special handling of sewage plant as needed.

- Assist OERS or hazardous materials specialist in cleanup and restoration of site as needed.

E. Other City Departments shall:

- Support the City's efforts to control the incident and respond as requested by the incident commander.

F. City Emergency Operation Center (EOC) shall:

- Provide strategic direction and control of incidents.
- Overall command may be assumed by the City Manager or designee. On-scene tactical responsibility will remain with the incident commander.

G. Hazardous Materials Handlers shall:

- Practice safe transportation, storage and handling of hazardous materials.
- Have an emergency plan for control of hazardous materials incident.
- Report all reportable hazardous materials to Oregon State Hazardous Materials Division of the State Fire Marshal's Office.
- May provide, equipment and assistance to the incident commander during an incident as requested.

H. Hospital Service shall:

- Respond when requested and coordinate according to the

Mid-Columbia Medical Center's Disaster Plan.

I. Wasco County Public Health shall:

- Evaluate public health implications of incident, when requested.
- Recommend measures to protect public health.

SECTION V

OTHER AVAILABLE RESOURCES

- A. County Agencies - By call of the mayor or legal designee to Wasco County Judge, Wasco County Board of Commissioners or the Wasco County Emergency Service Director for partial or full activation of the County Emergency Operation Center (EOC). The EOC will provide resource assistance and/or technical advice and support to the Incident Commander during hazardous materials incident.
- B. Regional Agencies - At the present time none are available for this area. The State, in the future, may develop a Haz-Mat Response Team for this area.
- C. State Agencies - The State agencies are prepared to provide technical assistance to local

responders and take the lead during cleanup and restoration activities. Contact all state agencies through OERS at 1-800-452-0311.

- D. Federal Agencies - May be able to provide technical assistance to local responders. They can be contacted through the National Response Center.
- G. Industrial and Commercial Facilities - When requested could provide expertise and equipment during hazardous materials emergencies.
- F. Private Cleanup Contractors - Contracted through the Department of Environmental Quality (DEQ), can provide resources, equipment and knowledge on the removal and disposal of contaminants.
- G. Volunteer Organizations - When requested, can provide emergency assistance in the form of food, clothing, shelter, transportation and communication during incidents where the public welfare is affected.
- H. Media - The media is the first point of informing the

public of the nature of the emergency and its impact on the community. They will get their information from the Public Information Officer (PIO).

## SECTION VI

### EMERGENCY GUIDELINES

#### A. Initial Responders

##### 1. Size-up/Identification

- a. Approach from upwind and upgrade
- b. Observe from safe distance
- c. Use binoculars if necessary
- d. Examine placards/labels
- e. Interview driver, conductors, facility operator, dock manager, etc.
- f. Examine shipping papers or I.D. numbers
- g. Refer to Department of Transportation (DOT) Guide book or Fire Fighter's Handbook of Hazardous Materials

##### 2. Isolate Area

- a. Avoid contact with materials, fumes, dust, etc.
- b. Establish control line at safe distance
- c. Eliminate or avoid ignition sources
- d. Determine if larger evacuation necessary to keep

people away from chemicals

3. Provide for Personnel Safety
  - a. Use appropriate personnel protective equipment
  - b. Consciously avoid committing personnel and equipment to an unsafe situation
4. Rescue Injured Persons if Possible to Do So in Safe Manner
  - a. Identify all people who might have been injured or exposed
5. Notification and Technical Assistance
  - a. Alert dispatch or 9-1-1
  - b. Alert Wasco County Emergency Service (296-6424)
  - c. State agencies: OERS (1-800-452-0311)
  - d. Federal agencies: NRC (1-800-424-8802)
  - e. Industry: CHEMTREC (1-800-452-9300)
  - f. Emergency Medical Advice: Poison Control Center (1-800-452-7165) or (225-8968)
  - g. American Railroad's Bureau of Explosives (1-800-826-4662)
  - h. Provide the following information if possible:
    - your name, agency, location and call back number
    - type of material involved, characteristics, physical state, physical effects
    - amount of material released, duration of



- release, total amount that may be released
- whether significant amounts of substance appear to be entering the atmosphere, nearby water, storm drains
- direction, height, color, odor of vapor clouds or plume
- weather conditions, local terrain conditions
- injuries, contamination, exposure
- responsible party
- personnel on scene

6. Establish Incident Command

- a. Determine who is the incident commander
- b. Set up command post at nearby location
- c. Advise dispatcher exact location of command post
- d. Establish communication with off-scene help
- e. Brief new commander

B. Incident Commander Responsibilities

1. Establish Incident Command

- a. Clearly identify yourself as commander
- b. Make sure command post is at a safe location
- c. Establish unified command, if appropriate, with agencies on scene
- d. Identify lead state agency, if any
- e. Establish staging areas for equipment, medical treatment and personnel

- f. Assure notifications under Section VI, A, 5 are made
  - g. Determine if activation of City's EOC is warranted
  - h. Determine assistance needed from the County, State and others
- 2. Determine Hazard (Size-up)
  - a. Check placards, shipping, etc.
  - b. Use reference books and off-scene help (i.e. OERS, State Fire Marshal, CHEMTREC, etc.)
  - c. Identify hazardous materials, estimate threat to the population and environment
  - d. Determine windspeed and direction
  - e. Determine downwind, downstream, and downslope exposures
  - f. Identify ignition sources
  - g. Use available detection equipment
- 3. Provide for Personnel Safety
  - a. Ensure the use of proper personnel protective equipment
  - b. Evaluate need for further evacuation
  - c. Document personnel exposure
- 4. Assign Personnel Responsibilities
  - a. Staging
  - b. Evacuation

- c. Rescue
  - d. Traffic and crowd control
  - e. Containment
  - f. Fire suppression
  - g. Public information
  - h. Communications
  - i. Safety
  - j. Emergency medical
  - k. Documentation
  - l. Decontamination
5. Evaluate Control and Revise if Necessary
- a. Use tape, rope, fire hose, etc.
  - b. Leave a margin of error
6. Incident Management
- a. Develop incident action plan
  - b. Oversee incident operations
  - c. Coordinate activities with Emergency Operation Center (EOC)
7. Decontamination
- a. Assign decontamination area officer and team
  - b. Identify people and equipment possibly exposed
  - c. Set up decontamination area procedures

C. Medical Services

1. Be aware of dangers
2. Take proper precautions to protect yourself when handling casualties
3. Coordinate actions with person in charge
4. Identify medical risk to victims and emergency responders
5. Establish medical triage area
6. Determine and establish appropriate treatment upon screening
7. Coordinate Emergency Transport Services
8. Coordinate with hospital and medical personnel
9. Coordinate with Red Cross Mass Care Coordinator and Emergency Operation Center (EOC) logistics regarding medical services required by evacuees
10. Decontaminate personnel - victims and equipment as needed
11. Help question/examine responding personnel on state of health and treat as required

D. Public Health

1. Identify yourself as representing public health
2. Coordinate with medical services
3. Confirm presence or absence of a health hazard
4. Investigate toxic levels of materials involved
5. Confirm evacuation area perimeters
6. Insure no biological agents involved

7. Work with State Health Division and Department of Environmental Quality (DEQDEQ) to address environmental health/sanitation impacts

E. Traffic Control and Law Enforcement

1. Obtain guidance from the incident commander on the need for an exclusion perimeter and the distances and/or closure of air space
2. Establish perimeter, using rope, barricades, vehicles, etc. (avoid flares)
3. Reroute pedestrians and vehicles around perimeter - keep onlookers, news media and others from excluded area
4. Request additional assistance as needed
5. Be prepared, at the request of the incident commander, to remove persons hindering emergency operations
6. Reopen evacuated areas at the direction of the incident commander

F. Public Works Operation

1. Coordinate activities with incident commander
2. Be prepared to assist with traffic control, providing barricades, etc.
3. Be prepared to provide sand for absorption and diking
4. Be prepared to turn off water supply, divert storm drains and special handling of sewage plant



G. Utilities

1. Coordinate activities with incident commander
2. Be prepared to cut off power, gas, water, etc. as requested

H. Evacuation/Shelter

1. Determine danger area
  - a. Determine size of spill
  - b. Determine plume direction
  - c. Identify people and facilities in danger area
2. Decide between evacuation and shelter, what will best reduce exposure
3. Begin warning and/or evacuation procedures for those nearest the accident site. Work outward from the accident site
4. Notify those who need to know
  - a. Law Enforcement Agencies
  - b. Emergency Management (City, County, State)
  - c. Red Cross
  - d. Public Health Department
  - e. Local TV, Radio and Newspaper through Public Information Officer (PIO)
  - f. Dispatcher/Communication Center
  - g. Other Emergency Relief Organizations
  - h. Transportation Companies

## I. Public Information

### 1. Initial action

- a. Work with incident commander on press releases
- b. Contact Local media and inform them of nature of the emergency and other pertinent information
- c. Set up press briefing area as close to the command post as possible, but in such a way that it does not interfere with the command post
- d. Establish both incoming and outgoing telephone communications at the press briefing area if possible
- e. Be available to supply information to press upon request
- f. Periodically get status summary from incident commander

### 2. Long Term Action

- a. Coordinate press releases with all agencies involved
- b. Coordinate with State and Federal Public Information Officers (PIOs)
- c. Be the direct liaison with all the news media
- d. Do follow-up after emergency is over for evaluation purposes
- e. Offer ongoing contact with media for wrap-up stories

## SECTION VII

### HAZARD ASSESSMENT

The City is located 84 miles east of Portland on the south bank of the Columbia River. The City has primary transportation arterials running through or near the City; these being Union Pacific Railroad, Interstate 84, State Highways 197 and 30, and the Columbia River. Across the river in Washington, the City has a municipal airport with flight patterns over the City. In addition, the Burlington Northern Railroad has tracks on the north bank of the Columbia River.

The City has experienced weather conditions of snowfall, ice storms, freezing rain, fog, windstorms and prolonged temperatures above 100 degree F. that have contributed to emergency incidents. Some of these incidents have involved aircraft, rail, bus, shipping, and trucking. Accidents involving the transportation of hazardous materials are included in this category.

Our community has experienced utilities failures in the past and will continue to experience them in the future. These failures include water, electrical, telephone and gas and all of these can contribute to hazardous materials incidents.

The City and surrounding areas have felt the results of earthquakes, volcanic eruptions, and land movements. According to available information, we are susceptible to a major quake in

the Northwest. Should this happen, we could have among other emergencies a hazardous materials incident in transportation or fixed property.

In the past the City has experienced civil disturbances. Sabotage is always a consideration in this category affecting fixed property and transportation.

In conclusion, the City has had many incidents, some of these involving hazardous materials. Also, the community has experienced many circumstances that could have precipitated hazardous materials incidents. Therefore, the issue is not, "if we have a hazardous materials incident", but, "when we have a hazardous materials incident". Two questions remain, 1) What will the magnitude be and 2) how do we prepare for it?

For this assessment four reports will be used. They are:

1. Union Pacific Railroad Company report of Hazardous Materials movement 1986 for Oregon Division. This is an annual report.
2. The movement of Hazardous Materials by truck in Oregon on-highway surveys during March and August, 1987. The section of interest to this assessment are Wyeth E., Hood River County and Wasco County (all eastbound).
3. Hazardous Substance Employer Survey Reports for fixed locations within The Dalles, provided by Oregon Fire Marshal's office.

4. Wasco County Hazard Analysis by Wasco County Emergency Services.

The summation of the four previous listed reports for this assessment is as follows:

- A. Railroad transportation presents to our community the greatest threat affecting a major part of the City's population should an accident occur. This is due to the potentially greater volume of hazardous materials involved at one time. The probability of this happening would be moderate; however, this is dependent upon maintenance of rolling equipment and roadbed/rails and the speed of trains through the downtown business district.
- B. Road/highway transportation presents our community a medium threat affecting the City's population. The probability of this type of an accident is the greatest.
- C. Fixed property locations are a medium to minor threat affecting the City's population. The probability of an accident happening is low.
- D. River transportation is a minor threat to the City's population and the probability of an accident happening is low.
- E. Air transportation would be a minor threat affecting the City's population. The probability of an accident happening



is low.

## SECTION VIII

### Categorization of Emergencies by Severity

The following section categorizes oil and hazardous materials incidents by the severity of the threat to public health or the environment. Five types of emergencies are defined by increasing severity. The actual severity of an incident is dependent on the amount of material spilled, the locations, the toxicity of that material and potential for exposure. Thus a spill involving thousands of gallons of a material with low toxicity could be a minor incident if it poses no public health or environmental threat. On the other hand, a small spill of an extremely toxic material, or a spill in a very sensitive location, could be a major incident if people are exposed or the environment is severely threatened.

The type and level of emergency response is dependent on the severity of the incident. These are described below. Section IX depicts the responsibilities of the various responders and the activities that must be performed during each of the 5 types of incidents.

### Types of Incidents

#### A. Unusual Incident

An event which is out of the ordinary. No oil or hazardous materials are released. Public health and safety may be threatened.

Examples:

1. Mechanical breakdown of a vehicle carrying high-level radioactive shipment, Class A explosives or highly toxic materials requiring it to be parked at one location for a long period of time.
2. Fire at a facility storing or utilizing hazardous materials. The materials not initially involved in the fire.
3. Abandoned drums discovered, no release.

B. Minor Incident

An incident involving the spill or release of a small amount of oil or hazardous materials. Public health, safety and environment are not immediately threatened. A potential exists for the incident to escalate.

Examples:

1. Vehicle or fixed site incident with a small spill or release of oil or hazardous materials.
2. Discovery of abandoned oil or hazardous materials with a small spill or release of products.
3. Vehicle accident with a potential release of radioactive materials.
4. Fire or explosion involving small quantities of oil or hazardous materials.

C. Medium Incident

An incident resulting in a localized release of oil or hazardous materials (i.e., within several hundred feet).

The health and safety of people and emergency workers in the immediate area may be threatened if protective actions are not taken. A probable environmental impact exists. It may involve activation of the Oregon Emergency Operations Plan.

Examples:

1. Accident involving transport of oil or hazardous materials which results in release of substance to air, ground or water in amounts sufficient to pose threat to public health or the environment.
2. Package or container containing radioactive materials crushed or damaged during handling.
3. A fire or explosion at a facility which utilizes hazardous material.
4. An incident which results in a significant amount of uncontrolled radioactive material.
5. Discovery of abandoned oil or hazardous materials being released to environment and posing a threat to public health or the environment.

D. Major Incident

An incident resulting in a spill or release of oil or hazardous materials which requires evacuation or sheltering of nearby residents or businesses or which causes a serious

environmental threat. It will probably involve activation of the Oregon Emergency Operations Plan.

Examples:

1. Truck, rail or fire incident with radiologically contaminated smoke or toxic fumes.
2. Shipping accident resulting in a large release of oil or hazardous materials to a waterway.
3. Radioactive material directly involved in fire or explosion at a fixed facility, resulting in spread of material, or significant accidental exposure to radiation.
4. A fixed facility or transport incident resulting in a major release of toxic fumes to air or hazardous materials to public waters used for drinking water or important to fish and wildlife or other beneficial uses. Results in serious public health and/or environmental impacts.

E. Security Incident

Threatened or actual sabotage or demonstration of civil disobedience. Security events are further classified as follows:

1. Blockage of a shipment of hazardous materials.
2. Threatened or actual sabotage to the shipment.

## SECTION IX

### Response Activities Dependent on Incident Severity

The severity of an incident directly affects;

- A. The kind of response that is needed.
- B. The number of agencies and levels of government that must respond, and
- C. The roles and responsibilities of those that do respond.

A minor incident may involve only local government emergency responders and a simple command organization. A major incident may involve many responders from different levels of government who can provide specialized expertise or resources. Such an incident requires a unified command structure. An incident may escalate into a major one or decrease to a minor one as more information becomes available about its severity.

## SECTION X

### Exercise/Training and Updating the Plan

Exercises consist of the performance of duties, tasks, or operations in a manner similar to the way they would be performed in a real emergency.

The goal of inter-agency training/exercising of the Hazardous Materials Plan is to improve operational readiness by testing



the skills and the application of techniques, policies and guidelines relating to this plan. In support of the goal, exercises can:

- Reveal planning weakness
- Reveal resources gaps
- Improve inter-agency coordination
- Clarify roles and responsibilities
- Improve agency/individual performance

It is the responsibility of the City to designate the individual or Department or agency in charge of training/exercising for the Hazardous Materials Plan, and to ensure that the Plan is exercised and updated annually.

# ATTACHMENT 1: NOTIFICATION LIST

## A. Emergency Notification List

Agency	Contact	Phone Number
The Dalles Fire Department	On-Shift Officer	911 or 298-4178
The Dalles Police Department	On-Shift Officer	911 or 296-2233
The Dalles Fire Department Ambulance	On-shift Officer	911 or 298-4178
Wasco Rural Fire Protection District	On-shift Officer	296-9445
Mid-Columbia Medical Center	Staff of E.R.	296-1111
City Public Works	Supervisor	296-5401 (person on call)
City Engineer	City Engineer	Bus. 296-5401
Building Official	Building Official	Bus. 296-5481
City Manager	Paul Koch	Bus. 296-5481 Home 296-2429
Media		
KODL Radio		Bus. 296-2101 Emer. 296-3845
KACI Radio		Bus. 296-2211 Emer. 296-4018
KMCQ-FM Radio		Bus. 298-5116 Emer. 298-3311
Chronicle		Bus. 296-2141 Emer. 296-3311
Reminder		Bus. 298-8545 Emer. 298-5807
Wasco County Emergency Service	Hugh Holte	Bus. 296-6424 Home 298-1929
Wasco County Sheriff	Staff	911 or 296-5454

Agency	Contact	Phone Number
Wasco County Health	Staff	Bus. 296-4636 Emer. 296-5454
American Red Cross	Staff	296-3210
Oregon State Police	Staff	296-6161
Oregon Highway Department	Staff	Bus. 296-2800 Emer. 296-2161
Petrolane Gas Service	Staff	Bus. 296-3797 Emer. 296-1846
VanGuard Gas Inc.	Staff	1-386-2761
Northwest Gas Company	Staff	Bus. 296-2229 Emer. 296-3544
Towing		
Jones Wrecking	Staff	296-5222
PDQ Towing	Staff	296-4876
Bats Towing	Staff	
Brace Brothers Crane Service	Staff	296-3761
Salvation Army Corp.	Staff	296-2229
SDA Church	Staff	298-1956
Kerr-McGee	Mike Donovan	Bus. 296-1808 Emer. 298-5643
NW Aluminum Plant	Staff Chemist	296-6161
Wicks Water Supply and Treatment	Staff Chemist	Bus. 298-1242 Emer. 298-1898
Northwest Weather Associates	Dallesport Airport	767-1591 (6am-10pm) Emer. 296-4828 or 767-1999
OREGON State	OERS	1-800-452-0311
Federal Agencies	NRC	1-800-424-8802
Industrial Chemical Information	CHEMTREC	1-800-424-9300
Poison Control Center		1-800-452-7165
Hazardous Substance	State Fire Marshal	1-378-2885 (M-F)

## B. Resource Information List

### Industry Information Sources (these numbers need verification)

Institute of Makers of Explosive (Wash, DC)	1-202-429-9280
Union Pacific Railroad Dispatcher or 1-249-2533	1-249-2711
Association of American Railroads (AAR) (Portland, OR)	1-800-826-4662
Burlington Northern Railroad Dispatcher	1-206-625-6246
Penwalt Chlorine Team (Portland, OR)	1-228-7655
Dow Chemical Company (Midland, MI) 4400	1-517-636-
DuPont Company (Wilmington, DE)	1-302-774-7500
American Petroleum Institute (API) (Wash, DC)	1-202-682-8134

### Major Oil Company Rapid Action Teams

Shell Oil Company (24 hours) (Portland, OR)	1-224-0319
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### State Agencies

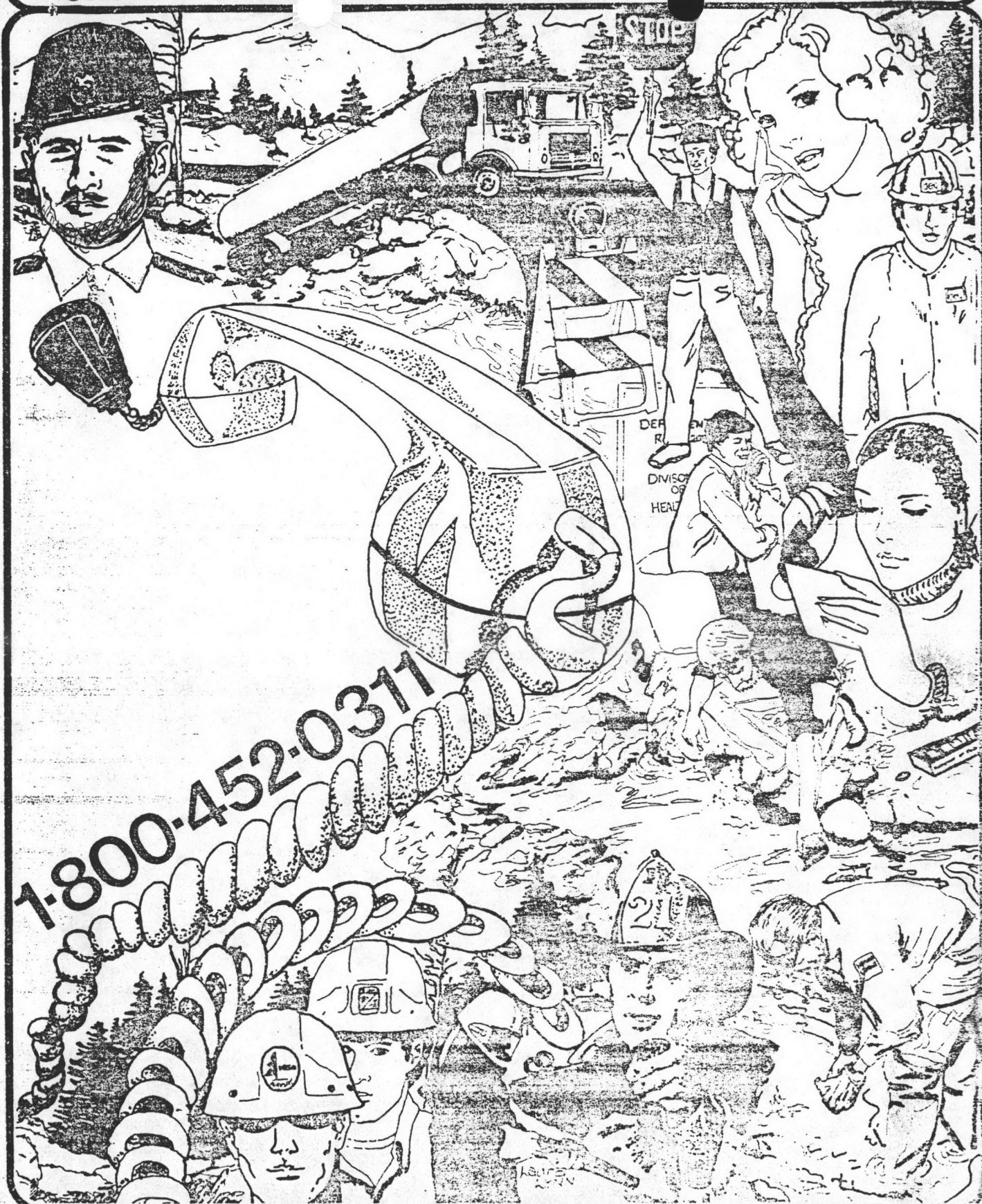
Oregon Department of Environmental Quality Haz-Mat Section (Portland)	1-800-452-4011 1-229-5759
Oregon Department of Energy Siting & Regulation Division (Salem)	1-800-221-8035 1-378-6469
Oregon State Health Division (Portland) Radiological Fixed Site Incidents Communicable Disease Agents Radiation Emergency Response Team	1-229-5599
Oregon State Highway Division (Salem)	1-378-6570
Oregon State Fire Marshal Local Field Deputy - Bob Berney (Bend)	1-388-6113
Military Department (Salem)	1-378-3903
State Forestry Department (Salem) Local Headquarters	1-378-2560 296-4628
Oregon Public Utilities Commission (Salem)	1-378-5849
Oregon Dept. of Fish and Wildlife (Portland) Local Office	1-229-5683 296-4628

### Federal Agencies

U. S. Coast Guard Command Center (Wash., DC)	1-202-426-1830
U. S. Coast Guard Seattle (RRT) (Seattle)	1-206-442-5233
U. S. Coast Guard (Portland)	1-240-9300
Environmental Protection Agency (Seattle)	1-206-442-1196
U. S. Forest Service (Portland)	1-221-2931
National Oceanic & Atmospheric Admin. (Seattle)	1-206-526-6343
U. S. Army Corps of Engineers (Portland)	1-221-2193
Dept. of Health & Human Services (Seattle)-NIOSH	1-206-442-0530
U. S. Department of Energy (Richland)	1-509-376-2603
U. S. Department of Interior (Portland)	1-231-6157
U. S. Fish and Wildlife Service (Portland)	1-231-6154
FEMA (Seattle)	1-206-403-7243
Agency of Toxic Substance & Disease Registry (Atlanta)	1-404-241-6200
U. S. Army Explosive & Ordinance Disposal (Maryland)	1-301-677-5770
U. S. Nuclear Regulatory Commission (Maryland)	1-301-492-7000
National Weather Service (Portland) (Salem)	1-281-1911 1-363-7863
Center for Disease Control-Night Emergency (Georgia)	1-404-633-5313
Bombing Investigations & Terrorist Bombing (FBI) (Wash, DC)	1-202-324-4664
Classification of Explosives Military Board (Wash, DC)	1-202-325-0891
Destruction of Explosives & Destructive Devices (Wash, DC) (AIF) 24 hrs.	1-202-566-7087
Bureau of Alcohol and Firearms (Wash, DC)	1-202-566-7395
Explosives Unit Laboratory (FBI) (Wash, DC)	1-202-324-2696
Federal Aviation Administration Information (Wash, DC)	1-202-426-4817



# OREGON EMERGENCY OPERATIONS PLAN - ANNEX 0



## OIL AND HAZARDOUS MATERIALS EMERGENCY RESPONSE PLAN

January 1997

ANNEX O: OREGON EMERGENCY OPERATIONS PLAN

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OREGON'S  
OIL AND HAZARDOUS MATERIALS EMERGENCY  
RESPONSE PLAN

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Prepared by the Oregon Department of Environmental Quality

January 1987

For Information on the Plan Call:  
DEQ - Hazardous Materials Section  
1-800-452-4011 toll-free  
or 229-5759

In Case of Emergency Notify: 9-1-1 (if available) or local fire or police  
and  
the Oregon Accident Response System (OARS)  
at 1-800-452-0311 (24-Hour Phone in state)  
or 503-378-4124 (out-of-state)

Disclaimers:

1. This plan is a description of the state system for dealing with oil and hazardous materials emergencies. It does not carry the force of law. It is not an operational procedure to be used during an emergency.
2. Governmental entities, while complying with the provisions of this plan, shall not be liable for death, injury, or loss of property except in cases of willful misconduct, gross negligence or bad faith.
3. The phone numbers listed in this plan may be subject to change at any time and need to be verified periodically.

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#### Related Resource Materials

The following informational materials are available upon request from the Department of Environmental Quality at 1-800-452-4011 or 229-5759 or write to DEQ, 811 S.W. 6th, Portland, OR 97204

1. State Agency Authorities and Response Capabilities
2. Regional and State Hazardous Material Response Teams
3. Hazardous Materials Technical Advisory Committees Final Reports
4. Example Procedural Guidelines for Initial Responders

## Acronyms

DEQ - Department of Environmental Quality  
EMD - Emergency Management Division  
EPA - Environmental Protection Agency  
EOC - Emergency Operations Center  
FEMA - Federal Emergency Management Agency  
IC - Incident Commander  
ICS - Incident Command System  
OARS - Oregon Accident Response System  
ODOE - Oregon Department of Energy  
ODOT - Oregon Department of Transportation  
OSC - On Scene Coordinator  
OSHD - Oregon State Health Division  
OSP - Oregon State Police  
PIO - Public Information Officer  
RERT - Radioactive Emergency Response Team  
RRT - Federal Regional Response Team  
RRTA - Radiological Emergency Technical Assistant  
SFM - State Fire Marshall  
USCG - U.S. Coast Guard



## SECTION I

### Purpose and Scope

The Oregon Departments of Energy (ODOE) and Environmental Quality (DEQ) have been directed to develop a statewide plan for responding to oil, and hazardous material emergencies. Hazardous materials include radioactive materials and waste as well as chemically hazardous materials and waste and communicable disease agents.

Oregon's Oil and Hazardous Materials Emergency Response Plan satisfies Oregon Revised Statutes ORS 469.611 (ODOE) and ORS 466.620 (DEQ). It is Annex O of the State's Emergency Operations Plan, replacing the outdated Annex's O and P. It is intended to be consistent with the Federal Government's National and Regional Contingency Plans.

The plan covers all incidents involving the spill or release of oil or hazardous materials. This includes transport incidents, fixed location mishaps, and abandoned materials incidents. [See exceptions below].

The plan has been developed in cooperation with all levels of government and industry. It describes the typical roles and responsibilities of all responders. It identifies who will be in charge of an incident. It provides guidelines for coordinating local, state, federal, industry and volunteer emergency response resources. Local governments, state agencies and industry are asked to make their plans consistent with this plan and are encouraged to use this plan as a model and build upon it in developing their own detailed plans.

Local governments are expected to assume the lead role during the emergency phases of an incident. State and federal agencies shall provide technical support to local governments during the emergency phases of an incident. State or Federal agencies shall assume the lead role for directing the cleanup and site restoration. Private industry is legally responsible for reporting the spill, performing cleanup or hiring a cleanup contractor and disposing of the spilled materials. Volunteer organizations will be requested to provide for the social needs of victims.

### EXCEPTIONS: Incidents not Covered by This Plan.

Nuclear Reactor accidents, which are addressed in the Oregon Department of Energy's Trojan Emergency Plan, Annex L of the State Emergency Operations Plan.

Military Weapons or Weapons Related Materials incidents which will be directed by the U.S. Department of Defense or Energy. The ODOE will coordinate local and state help.

Spills into Coastal Waters of the United States may be directed by the U.S. Coast Guard under the National Contingency Plan. (The Coastal Zone includes most coastal rivers up to the first bridge crossing, and the Pacific Ocean to the highwater line, the Columbia River to Bonneville Dam, and the Willamette River to Oregon City). The DEQ will coordinate state assistance to the Coast Guard if requested.

## SECTION II

### Definitions of Key Terms

Emergency Operations Center (EOC) means site from where local, state and federal agencies coordinate off-scene support to on-scene responders.

Emergency Service means those activities provided by state and local government to prepare for and carry out any activity to prevent, minimize, respond or to recover from an emergency.

Hazardous Material (Haz-Mat) -- means any element, compound, mixture, solution or substance which, when spilled or released into the air or into or on any land or waters of the state, may present a substantial danger to the public health, safety, welfare or the environment. (See also OAR 340-Div. 108).

Hazardous Materials Specialists means individuals who are trained and equipped for hazardous material response. This includes trained individuals from DEQ, members of Haz-Mat teams and Regional Radiological Technical Assistants (RRTAs) who are trained in radiation response and certified by the Oregon Department of Energy and the Oregon State Health Division.

Incident means any event, that results in a spill or release of oil or hazardous materials. Action by emergency service personnel will be required to prevent or minimize loss of life or damage to property and/or natural resources.

Incident Commander (IC) means the one individual in charge at any given time of an incident. During the emergency phases the incident commander will usually be an official of the local lead agency. During cleanup and restoration the incident commander will normally be a lead state agency official. The Incident Commander will be responsible for establishing a unified command with all on-scene coordinators.

Incident Command Post means the location where field commands are given. The Incident Commander and the OSCs direct the on-scene response from this location.

Incident Command System (ICS) means the combination of facilities, equipment, personnel, procedures, and communications operating with a common command structure.

Lead State Agency means the agency which will coordinate state support to local government. The lead agencies are:

- o Oregon Department of Environmental Quality (DEQ) - Oil and Chemically Hazardous Material Incidents
- o Oregon Department of Energy (DOE) - Radiological Transportation Incidents

- o Oregon State Health Division (OSHD) - Radiological Fixed Site Incidents
- o Oregon State Health Division (OSHD) - Communicable Disease Agents Incidents

Oil means gasoline, crude oil, fuel oil, diesel oil, lubricating oil, sludge, oil refuse or any other petroleum-related products. (See also OAR 340-Div. 108)

On Scene Coordinator (OSC) means the individual on-scene responsible for coordinating the resources at each respective level of government. OSC's may include:

- Local On-Scene Coordinator (LOSC)
- State On-Scene Coordinator (SOSC)
- Federal On-Scene Coordinator (FOSC)

Public Information Officer (PIO) means a person designated by the incident commander who, in coordination with the lead state agency, provides information to the public and media.

Regional Hazardous Materials Response Team means a team of local emergency responders trained, equipped and organized to respond to hazardous materials incidents in a given geographic area.

Responsible Party means the person or firm who by law is strictly liable for clean-up of any spill or release.

State Hazardous Materials Response Team means a team of state emergency responders trained and equipped for hazardous materials response. This team may be composed of personnel from one or more state agencies depending on the incident and expertise required. The team would usually oversee cleanup and restoration activities. It includes the Radiation Emergency Response Team (RERT) which is composed of individuals from the Oregon State Health Division Radiation Control Section. This team will respond to any radioactive materials incident.

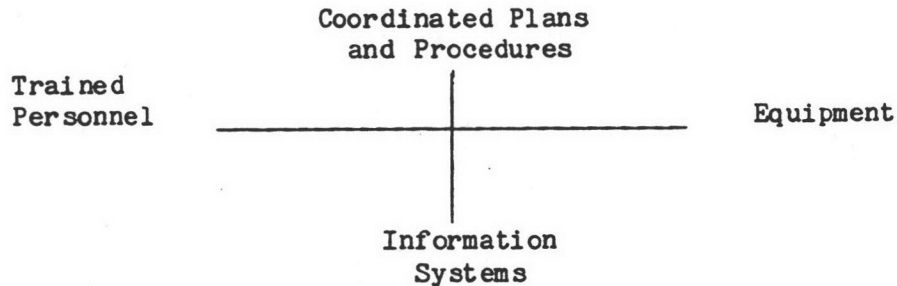
Unified Command means the method by which local, state and federal agencies will work with the Incident Commander to:

1. Determine their roles and responsibilities for a given incident.
2. Determine their overall objectives for management of an incident.
3. Select a strategy to achieve agreed upon objectives.
4. Deploy resources to achieve agreed upon objectives.

### SECTION III

#### Oregon's Emergency Preparedness Program

Oregon's preparedness for hazardous materials emergencies involves four main elements; A) coordinated plans and procedures, B) trained personnel, C) Haz-Mat equipment and D) hazardous material information.



#### A. Coordinated Plans and Procedures

This plan outlines the basic responsibilities of those who may be involved in an emergency. Procedures to implement the plan will be developed by each agency and organization. The DEQ, EMD, SFM and the DOE will work with other response agencies to see that procedures are consistent with one another and with this plan. (Example procedural guidelines for first responders have been prepared as resource materials to this plan)

This plan will be tested in at least three field drills each year. The DEQ, SFM, EMD, and DOE will also work with local agencies to sponsor additional drills of their plans and procedures. Based on critiques of drills and actual emergencies, this plan will be reviewed at least annually and appropriate revisions made.

#### B. Trained Personnel

The state's training program will include a basic Haz-Mat awareness course recommended for all responders and series of recommended advanced courses for different specialists.

The identified audiences for the specialist courses include; dispatchers, emergency medical personnel, emergency managers, state agency representatives, public works personnel, law enforcement and fire service personnel. Three (3) levels of certified training would be provided for Haz-Mat technicians who would be on regional or state Haz-Mat teams. (A more complete discussion of the training programs has been developed as additional resource material to this plan). (See Technical Advisory Committees Final Reports.)

#### C. Equipment

Minimum equipment standards are proposed for different types of responders. An individual trained to a certain level of response capability will need a minimum level of equipment to safely perform the task trained for. (A more

complete discussion of the equipment standards has been developed as additional resource material to this plan). (See Technical Advisory Committees Final Reports.)

D. Hazardous Materials Information

A computerized call up system will be developed by the State Fire Marshal's Office as funds are available. The system will provide data on the location and type of hazardous materials stored in fixed site locations around the state. It will also provide technical information on various hazardous materials. (See OAR 837-90-125)

Other information on hazardous materials can be obtained from state and federal agencies and industry (See Section IVD, Technical Assistance).

This plan together with the information system, the training program and the equipment standards is designed to insure that all emergency responders are adequately prepared for Haz-Mat incidents.



## SECTION IV

### Key Elements of Oregon's Emergency Response System

#### A. Notifications

1. Local Notification - shall be through 9-1-1, if available, or local fire and police departments.
2. State Notification - Most incidents, depending on quantity and type, that involve oil or hazardous materials must be reported by the spiller to the Oregon Accident Response System (OARS) - 1-800-452-0311 (out of state 503-378-4124) (Refer to OAR Chapter 340 Division 108). Local agencies are also requested to notify OARS. OARS is managed by the Oregon Emergency Management Division. Depending on the type of incident the OARS operator will notify the appropriate lead state agency and other agencies as necessary.
3. Federal Notification - Some spills, depending on quantity and type of material spilled, also require the spiller to notify federal agencies (40 CFR Part 302, Table 302.4). Notification shall be through the National Response Center (NRC) 1-800-424-8802. The NRC is managed by the U.S. Coast Guard.

#### B. Incident Management

##### 1. Emergency Response

A hazardous material incident may involve a variety of local, state, federal and private sector resources. No single agency will have the necessary resources to carry out all response activities. In addition, there may be overlapping authorities and responsibilities. Because speed is so important during an emergency, coordination among the responding agencies is essential. This coordination must clearly come from one source. A centralized command structure will be needed. (See Figure I)

##### a. Incident Command

The first public safety official on scene should assume incident command. The person will:

- i. Assess the situation
- ii. Activate the local emergency response system
- iii. Initiate actions to protect the public.

##### b. Local Incident Command

The lead local emergency response agency predesignated in local plans shall:

- i. Assume incident command upon arriving on scene.
- ii. Designate a local on-scene coordinator (LOSC) for local resources
- iii. Establish an appropriate incident command post
- iv. Be in charge of and responsible for all emergency response operations. (See Sections VB and VIIB)

c. Unified Command

The incident commander will also set up a unified command system if more than one level of government is involved. All on-scene coordinators (OSCs) shall have a representative at the command post who will work with the incident commander. (See Figure 1).

d. Change of Command

Incident command will remain at the local level until emergency operations which include stabilization and control activities are completed unless:

- i. The local resources are overwhelmed and the incident commander requests one of the other on-scene coordinators to assume control.
- ii. The incident occurs in areas of federal jurisdiction, such as defense installations or United States waters, in which case, the federal government will be the incident commander. (Section 105, CERCLA).
- iii. If necessary, Oregon statute grants the Governor authority to assume command of emergency operations (ORS 469.671 and ORS 401.115)

2. Stabilization and Control

Under most circumstances, the incident command will remain at the local level during the stabilization and control phase of a response. If requested, a state or federal agency could assume control. Several levels of government may be involved in this phase. The incident commander and OSCs are expected to work within a unified command structure.

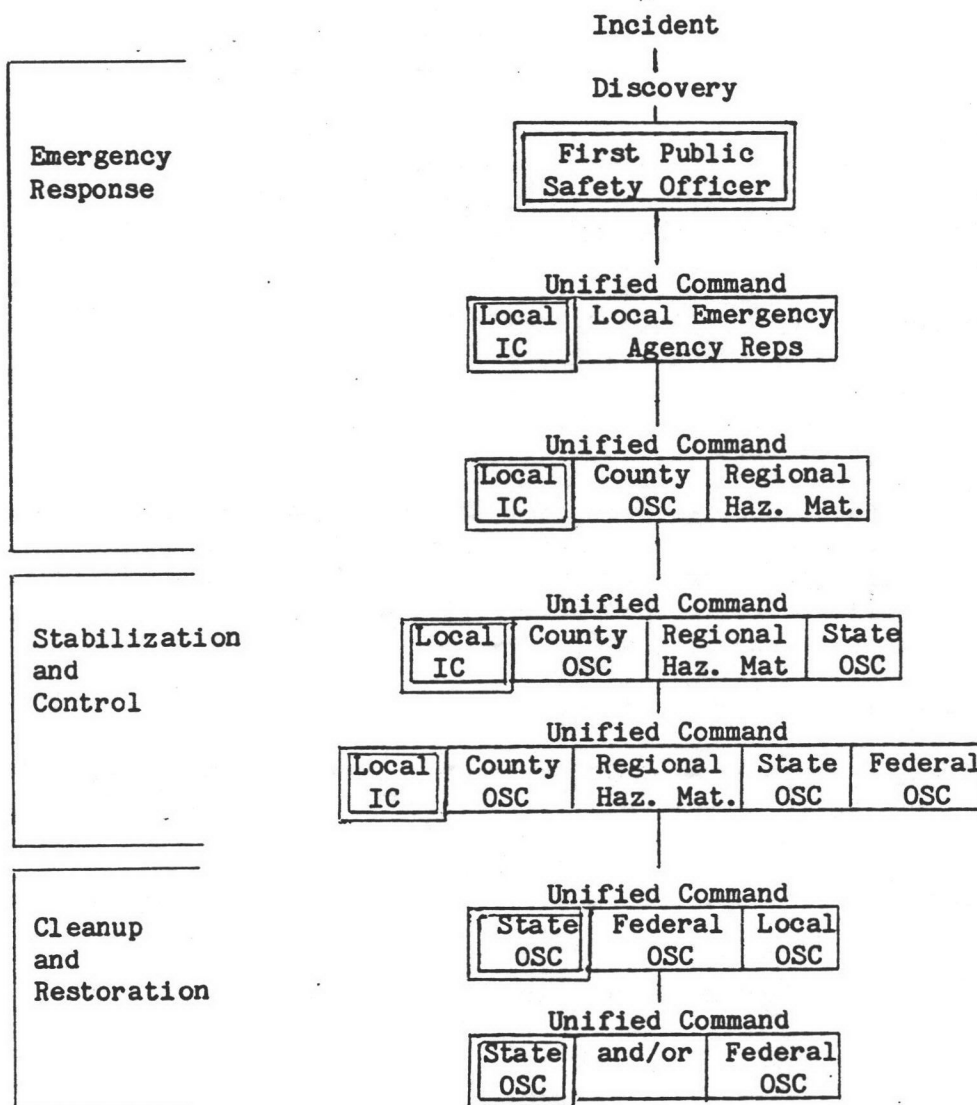
3. Cleanup and Restoration

- a. State Incident Command — Once the emergency is over, local responders expect to return to normal duties. At a mutually agreed upon time, the local incident commander would usually turn command over to the lead state agency who will then direct cleanup and restoration. Local agencies may need or choose to remain involved. Command could remain at the local level.

Cleanup and restoration activities include:

- i. Compliance with cleanup standards
  - ii. Restoration of environment and site
  - iii. Investigation of cause
  - iv. Assessment of damages
  - v. Enforcement actions
  - vi. Cost recovery
- b. Federal Command — The federal on-scene coordinator (FOSC) could also assume command if requested by the state or if the incident occurs in an area under federal jurisdiction (See 1d above).

Figure 1. Incident Management -- The following diagram depicts the command structure described in Section IV.B. The double outlined box indicates the incident commander. The local on-scene coordinator (LOSC) would be the incident commander (IC) unless otherwise designated. For a minor incident this structure may not proceed beyond the second box. For a major incident the command structure builds during the emergency phase as various agencies and levels of government arrive on scene. The structure decreases as the incident is controlled. Note that during cleanup, the command shifts to the state.



- C. Emergency Operations Centers (EOCs). During major incidents, the heads of local and state agencies will meet at EOCs to coordinate their off-scene support to on-scene operations. The federal government can activate the Regional Response Team (RRT) to coordinate federal off-scene support. The RRT is composed of representatives from all affected federal agencies and states in the region.
1. The local EOC will be activated by the head of local government in coordination with the local emergency manager.
  2. The State EOC will be activated by the Governor or by the Administrator of the Emergency Management Division in coordination with the state OSC. The State EOC is in Salem in the basement of the Capitol.
  3. The Federal Regional Response Team (RRT) will be activated by the chairman of the RRT when there is a major incident or upon request from the FOSC or a member of the RRT. The Regional Response Team is based in Seattle.
- D. Technical assistance from state and federal agencies will be provided to on-scene responders. It would usually be in the following sequence:
1. By the lead State Agency who will contact the local Incident Commander.  
  
Lead State Agencies are:  
  
DEQ - for oil and chemically hazardous materials incidents. Can provide information on chemical characteristics, environmental effects, control, cleanup and disposal of hazardous materials. (For details, see page 18) Contact through OARS at 1-800-452-0311.  
  
State Health - for all incidents involving radioactive materials other than transportation incidents and for all communicable disease agents. Can provide information on the public health effects of hazardous materials. (See page 19) Contact through OARS at 1-800-452-0311.  
  
ODOE - for radioactive materials transportation incidents (See page 20) Contact through OARS at 1-800-452-0311.
  2. By Other State Resources.
    - a. The Poison Control Center at 1-800-452-7165 outside Portland or 225-8968 in the Portland area provides 24 hr. immediate toxicological information and medical treatment advice to on-scene responders.
    - b. The Pesticide Analytical Response Center (PARC) at 378-3793 provides information on pesticide related health concerns (not treatment related) and environmental exposure from drift or contaminated water. Contact through OARS after hours, 1-800-452-0311.
    - c. The State Fire Marshal for information on hazardous materials at fixed sites. 378-2885. Contact through OARS after hours, 1-800-452-0311.

- d. The Public Utility Commission for information on motor carrier and rail shipments of hazardous materials at 378-6204. Contact through OARS after hours, 1-800-452-0311.
3. By locally available specialists. This includes Hazardous Material Specialists and Regional Radiological Technical Assistants.
4. By Regional Hazardous Materials Response teams if available.
5. By the State Hazardous Materials Response team if available and by the Radiation Emergency Response Team.
6. By Federal specialists.
  - a. For incidents involving radioactive materials, response teams may be dispatched from the US Department of Energy, Richland Operations, or from adjacent states. The Oregon DOE or Health Division will activate this help.
  - b. For oil or hazardous materials spills on U.S. waters, in the coastal zone, the US Coast Guard will respond directly. It will provide the Federal OSC and the Incident Commander. The state will notify the Coast Guard of all spills on U.S. waters. The lead state agency will coordinate state support and provide technical assistance to the Federal OSC. Local agencies will provide emergency functions such as fire suppression and emergency medical help. Contact through the National Response Center at 1-800-424-8802.
  - c. For public health information, the Agency for Toxic Substances and Disease Registry provides 24 hour service at 1-404-452-4100.
  - d. Several agencies within the Federal government can also provide technical support for both inland and coastal spills [see Section V.D).
- E. Technical assistance for certain types of hazardous materials incidents is available from industry:
  1. CHEMTREC, an off-scene 24 hr. information service operated by the Chemical Manufacturers Association Chemical Transportation Emergency Center. 1-800-424-9300. CHEMTREC can supply chemical and safety data as well as contacts to product manufacturers. It can activate a number of industry based response actions including:
    - a) The CHLOREP team for chlorine incidents which is currently fielded by the Pennwalt Corporation in Portland.
    - b) CHEMNET - An industry-wide mutual aid program activated by the shipper.
    - c) Response teams for Pesticides, Hydrogen Cyanide, Hydrogen Fluoride, Phosphorus and Liquified Petroleum Gas.



2. The Association of American Railroad's Bureau of Explosives for incidents involving the railroads. 1-800-826-4662 (24 hrs.)
3. Clean Rivers Cooperative, a nonprofit organization of petroleum companys which contracts to control and cleanup oil spills on the lower Columbia and Willamette Rivers. (503) 221-7802 for 1987.

F. Volunteer Services

1. American Red Cross - can offer emergency relief in the form of food, shelter and clothing. (See phone book for nearest office).
2. Salvation Army - can provide emergency food, shelter and clothing. (See phone book for nearest office).
3. Amateur Radio Emergency Service - can provide radio communications through a network of amateur radio operators. Contact through local emergency coordinator.
4. Other locally available volunteer services.

G. Coordination of Public Information

The news media can provide an important public service by distributing information about the nature of an incident. Successful emergency operations require accurate and timely public information. Public information will be coordinated between on-scene and off-scene operations. A Public Information Officer (PIO) will be designated by the incident commander to issue information about the incident. The PIO will issue information provided by the incident commander and in coordination with the lead state agency information representatives. The lead state agency will see to it that the PIO has accurate public health information. The lead state agency will issue information in coordination with the PIO.

## SECTION V

### Responsibilities of Local, State and Federal Agencies, Industry and Volunteer Organizations

#### A. Overview of the Responsibilities of local, State and Federal Agencies, Industry and Volunteer Organizations.

- o Figure 2 is a matrix which shows the responsibilities of the various agencies and organizations at each level of government that might be involved in an emergency response. Because local resources vary, exceptions may occur depending on the jurisdiction in which an incident occurs. The matrix provides only an overview of Oregon's response network. Agency participation depends on the type of incident, its severity, and the threat to health and welfare. Duplication in lead roles shows that all levels of government have predesignated several lead agencies which could provide an incident commander if necessary. Local government would usually assume the lead unless it chooses to pass command on to another level of government.

#### B. Specific responsibilities of Local and Regional Responders.

##### 1. Local Agencies

- a. Provide personnel who have been trained in Haz-Mat emergency response.
- b. Provide an incident commander and establish a command post. Establish a unified command with other government agencies depending on the incident.
- c. Undertake emergency response actions including:
  - Notifications
  - Initial hazard determination
  - Initial measurements to detect concentrations of materials if possible
  - Communications
  - Life-saving/rescue
  - Emergency medical care
  - Fire Fighting
  - Security (site perimeter, traffic and crowd control)
  - On-scene liaison with other parties
  - Providing public information
  - Evacuation
  - Shelter

These activities are generally shared among local fire, law enforcement, emergency medical, public works, health departments, etc.

##### 2. Regional Haz-Mat Response Team, RRTA's and Haz-Mat Specialists.

Under the direction of the Local Incident Commander, and in communication with the Lead State Agency, these specialists verify or help establish the following:

Figure 2

## \*TYPICAL ROLES OF RESPONSE AGENCIES DURING A GENERIC HAZARDOUS MATERIAL INCIDENT

RESPONSE ACTIVITIES AFTER ACCIDENT OCCURS	CITY GOVERNMENT & FIRE DISTRICTS				OTHER MEDIC SERV.	COUNTY GOVERNMENT		STATE GOVERNMENT												FEDERAL GOVERNMENT										PACIFIC STRIKE TEAM	CLEANUP CONTRACTOR	VOLUNTEER AGENCIES
	POLICE	FIREFIGHTERS	EMERGENCY MEDICAL SERVICES	CITY OFFICIALS		ROAD DEPT.	EMERGENCY MGMT.	REGIONAL HAZ MAT	DOE Regional Office	DEQ Chemical & Hazardous Waste	HEALTH	EMD	ODOT	FORESTRY	PAUC	AGRICULTURE	MILITARY	STATE HAZ MAT	COAST GUARD	EPA	INLAND	FBI	DEPT. OF JUSTICE	U.S. MARSHALS	U.S. ARMY	U.S. NAVY	U.S. AIR FORCE	U.S. COAST & GEOD. SURV.				
Initial Investigation	●	○	○			●		○	●			○	○					●		○	○							○				
Notification	○	○	●			○	●	○	●			●	○	○				●		○	○	○						○				
Problem Recognition	●	●				●		○	●	○	○	○	○		○			●	○	○	○	○	○				○					
Radio Communications	●	●	○	○		○	○	○	○			●	○	○		○		●		○	○	○				○	○	○				
Search & Rescue	○	●	○			●	○	○	●		○					○		●		○	○							○				
First Aid	○	○	●		●	○	○	○	○		●					○		○														
Hazard Evaluation	○	●				○	○	●	○	●	●				○		●	○	○	○	○	○	○	○	○	○	○	○				
Evacuation(decision)	○	●		○		●	○	○	○	○	○	○			○		○	○	○		○					○						
Evacuation(implement)	●	○		○		●	○	○	●	○	○	○	○		○		○			○	○						○					
Shelter	○			○		○	○			○					○													●				
Fire Suppression		●	○					●	○				●				○		●	●												
Spill Containment	○	●	○			○	○	●	○	○	○	○	○				●	○	○	○	○	○	○	○	○	○	○	○				
Site Security(access)	●	●	○			●	○	○	●	○	○	○	○			○		●	○	○	○	○	○	○	○	○	○	○				
Crowd Control	●					●		○	●	○	○				○																	
Traffic Control	●		○			●		○	●	○	○	○	○																			
Road Closure(decision)	○	○	●			○	○	○	○	○	○	○	○	○		○																
Road Closure(implement)	●		○			●	○	○	○			○	○		○																	
Public Information	○	●		○		●	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○				
Technical-Health Effects					○	●		○		○	○	○			○		○	○	○							○	○					
Technical-Environ. Effects						○		○		○	○	○	○	○	○		○	○	○		○			○		○	○					
Technical-Biological Agents						○		○		○	○				○		○	○	○				○		○	○						
Technical-Radiation						○		○			○						○	○						○		○	○					
Technical-Oil & Haz Chemical						○		○	○	○	○	○		○	○		○	○	○				○		○	○						
Environmental Monitoring						○				○	○	○	○		○		○	○	○				○			○						
Cleanup Decisions		○		○				○		○	○	○			○		○	○	○		○	○	○	○	○	○	○	○				
Cleanup										○	○	○					○	○	○		○	○	○	○	○	○	○					
Disposal Decisions										○	○	○					○	○	○								○					
Investigation(fire)	●							○	○	○	○				○		○	○	○		○	○	○	○	○	○	○					
Investigation(environ)								○	○	○	○	○			○		○	○	○		○					○						
Investigation(transport)								○	○	○	○			○			○	○	○							○	○					
Investigation(radiation)								○		○	○						○							○		○						
Damage Assessment(environ)									○	○	○	○	○				○	○	○					○		○						
Damage Assessment(structure)	●								○	○	○	○					○	○	○							○						
Damage Assess.(human health)						○			○	○	○						○	○														
Enforcement	○	○				○			○	○	○	○	○	○	○	○	○	○	○				○									
Cost Recovery		○								○	○	○					○	○	○				○									
POTENTIAL INCIDENT COMMANDER	●	●				●		●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●				
ON SCENE COORDINATOR	●	●				●		●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●				

- ☒ Agencies that typically have prime responsibility or share prime responsibility for the activities indicated  
☐ Agencies that would typically play a support role for the activities indicated  
☐ Agencies would normally not expect to perform this activity

Disclaimer: This matrix is not intended to designate legal responsibilities

- Spill containment
- Hazard determination
- Measurements of concentrations of materials
- Contamination control
- Control of exposure for emergency workers and the public
- On-scene liaison
- Initial decontamination (if necessary)
- Environmental protection measures
- Support to hospital emergency room (if possible and necessary) for contamination control

### C. Specific Responsibilities of State Agencies

#### Primary Notification Agencies

1. Emergency Management Division (EMD)
  - a. Maintains 24-hour notification capability, OARS (Oregon Accident Response System)
  - b) Notifies lead state agency, other notifications made as needed or upon request
  - c) Activates, operates and maintains the State's Emergency Operations Center.
  - d) Provides and/or coordinates state-wide communications systems.
2. Oregon State Police (OSP)
  - a) Receives initial OARS notification on weekends, holidays, and after hours; notifies Emergency Management Division Duty Officer or appropriate state response agency.
  - b) Acts as initial Incident Command Agency until local command agency is on scene, or if no local agency is available
  - c) Provides Law-Enforcement support including traffic control, crowd control and site security.

#### Primary Response Agencies for oil and hazardous materials incidents

1. Department of Environmental Quality (DEQ) -- lead State Agency for oil and chemically hazardous materials incidents.

Coordinates state assistance during oil spills and hazardous material incidents

- Receives notification via OARS
- Provides technical assistance and advises on necessary protective actions

- Evaluates the environmental implications of a spill. In coordination with the State Health Division, evaluates possible public health effects
- Coordinates state support to on-scene personnel in cooperation with the Emergency Management Division
- Coordinates public information with local PIO
- Liaison with federal agencies, adjacent states, private firms (shippers, carriers, etc.), as needed
- Collects and analyzes water, soil, vegetation or tissue samples
- Identifies clean-up requirements
- Works with industry to insure that clean-up/restoration is done to specified standards
- If necessary, coordinates with Governor to exercise Governor's authority to protect health and safety and the environment
- Insures that materials are disposed of in appropriate manner
- Investigates cause and pursues enforcement actions
- Assesses environmental damages

## 2. Oregon State Health Division (OSHD)

Coordinates state assistance during incidents involving communicable disease agents.

- Receives notification via OARS
- Evaluates public health implications of incident in cooperation with the Poison Control Center and local health authorities.
- Recommends measures to protect public health
- Coordinates emergency medical services within the state
- Coordinates state support to on-scene personnel
- Coordinates public information with Poison Control, the local health authority and the local PIO.
- Collects and analyzes samples
- Insures that clean-up/restoration is done to specified standards
- If necessary, coordinates with Governor to exercise Governor's authority to protect health and safety
- Insures that materials are disposed of in appropriate manner
- Investigates cause
- Assesses damages
- Coordinates mortuary services

Provides assistance during incidents involving other hazardous materials to protect public health, prevent drinking water contamination and shellfish contamination.

- Assures that Haz-Mat training is provided to emergency medical personnel.
- Evaluates public health implications of incident
- Recommends measures to protect public health
- Coordinates emergency medical services within state
- Collects and analyzes samples
- Coordinates public information with local PIO
- Coordinates mortuary services.



### Primary Response Agencies for Radiation Incidents

1. Oregon Department of Energy (ODOE) -- lead State Agency for transportation emergencies involving radioactive materials.
  - a) Coordinates emergency preparedness for transportation emergencies.
    - Provides training, drills and exercises
    - Coordinates the distribution of radiation detection equipment
    - Provides coordination of plans and procedures
  - b) Coordinates state assistance during a transportation emergency
    - Receives notification via OARS
    - Initiates and coordinates State response
    - Provides technical assessment and protective action recommendations
    - Coordinates state support operations to on-scene personnel with Emergency Management Division
    - Coordinates public information with local PIO
    - Liaison with federal agencies, adjacent states, private firms (shippers, carriers, etc.). as needed
    - Insures that clean-up/restoration from transportation accidents is done to specified standards
    - If necessary, coordinates with Governor to exercise Governor's authority to protect health and safety and the environment.
2. Oregon State Health Division (OSHD) -- lead State Agency for all radiation emergencies other than transportation accidents.
  - a) Provides emergency preparedness for radiation emergencies (lead agency except for transportation).
    - Provides training, drills and exercises
    - Provides the distribution of radiation detection equipment
    - Assists the development of plans and procedures
  - b) Coordinates State assistance during a fixed-site emergency
    - Receives notification via OARS
    - Initiates and coordinate state response
    - Provides technical assessment and advises on necessary protective actions
    - Coordinates public information with local PIO
    - Liaison with federal agencies, adjacent states,

- private firms, (shippers, carriers, etc.)
- Insures that clean-up/restoration from a radiation incident is performed.
- Investigates cause
- Assesses damages
- Coordinates mortuary services

Other State Agencies Capable of Providing Specific Expertise

1. State Fire Marshal's Office (SFM)

- a) Arranges for fire-service response to on-scene operations when conflagration act is initiated through the Governor.
- b) Through field deputies provides communications, logistics, and other support to local Incident Commander, as requested
- c) Provides training and planning assistance to fire service agencies and local and state agencies
- d) Provides fixed site information on oil and hazardous materials from hazardous substance survey data base
- e) Maintains hazardous materials incident reporting system, records incidents for informational and statistical purposes.
- f) Maintains Fire Service Haz-Mat Equipment Resource Directory.

2. Oregon Department of Transportation

- a) Notifies OARS and local emergency response personnel if Highway Division is first on-scene
- b) Closes a state highway and re-routes traffic, as requested and necessary
- c) Provides barricades and personnel to implement a closure and detour.
- d) On state highways will direct spiller to start immediate cleanup.

3. Parks and Recreation Division:

- a) Notifies OARS and local emergency response personnel if first on scene.

- b) For an incident affecting a state park, Parks and Recreation personnel assist other agencies in crowd and/or traffic control and provide equipment and facilities, as possible.
4. Department of Fish and Wildlife:
- a) Notifies OARS and local emergency response personnel if first on scene.
  - b) Responds to incident that could degrade land or water to the point that fish or wildlife would be adversely affected, or their habitat degraded or destroyed.
  - c) Evaluates and documents impact on fish and wildlife and scales payment of damages for losses of fish, wildlife or habitat.
  - d) Provides advice, counsel and logistics support, as necessary and if possible.
5. Oregon Department of Forestry:
- a) Notifies OARS and local emergency response personnel if first on scene or upon receiving a report from a forest operator.
  - b) Ensures that an operator/landowner takes initial remedial action on pesticide and oil spills if the spill occurs on lands regulated under the Oregon Forest Practices Act, and will communicate subsequent clean-up direction to operators as provided by the Department of Environmental Quality.
  - c) If requested by the lead state agency, the Department of Forestry is capable of mobilizing a substantial response organization to provide support to emergency responders (radio systems, dispatch and command center trailers, public information personnel, kitchens and other support services).
  - d) Will respond directly as a landowner to any incident on lands managed by the Department of Forestry. May respond upon request with available people and equipment to any incident connected to an operation on forest lands.
6. Public Utility Commissioner (Motor Carrier, Rail and Air Incidents):
- Provides investigation of transportation incidents after incident has been stabilized.

7. Department of Agriculture:

- a) Provides on-site technical support to an agricultural chemical spill.
- b) Evaluates adverse impact of an accident on agricultural resources (crops and dairy products).
- c) Operates the Pesticide Analytical Response Center (PARC) which provides technical assistance on material spilled, containment methods, procedures for decontamination and treatments for exposure.
- d) Provides laboratory analysis capability.

8. Accident Prevention Division

Investigates employee injuries or fatalities

9. Military Department (Oregon National Guard, Army and Air):

In a major incident provides site security, administers first aid, care for evacuees, transports specialists, and assists in the recovery, identification and disposition of the deceased.

10. Oregon State University

- a. Provides training in toxicology, chemistry and other technical aspects of hazardous materials.
- b. Can call on a wide variety of expertise on a non-emergency basis.
- c. Operates the Extension Toxicology Network and the Oregon Toxicology Information Center which can provide specific information on toxicology. These services can be accessed through PARC.

D. Specific Responsibilities of Federal Agencies

Technical assistance for oil spills and hazardous material incidents is available from a variety of Federal Agencies. The following section briefly summarizes their roles as outlined in the National Contingency Plan.

Primary Federal Agencies

1. The United States Coast Guard (USCG) provides:

- a) Expertise and management of Federal Programs in domestic/international fields of port safety and security, maritime law enforcement, ship navigation, safety of vessels and marine facilities.

- b) Predesignated federal on-scene coordinator (FOSC) for the coastal zone if a federal response is required.
  - c) Continuously manned facilities which can be used for command, control, and surveillance of oil discharges and hazardous substance releases occurring in the coastal zone.
- 2. The Environmental Protection Agency (EPA) provides:
  - a) Expertise on environmental effects of oil discharges or releases of hazardous substances, pollutants, or contaminants and environmental pollution control techniques.
  - b) Predesignated on-scene coordinator (FOSC) for the inland zone if a federal response is required.
  - c) Scientific support coordinator for responses in inland areas.
- 3. The Department of Defense (DOD) assumes incident command if an incident involves defense related materials. It acts as the lead response agency within the designated National Security Area.
- 4. The Department of Energy (USDOE) provides assistance to the FOSC and incident commander during radiation incidents. Help is available from their Richland Operations Office.

#### Other Federal Agencies

- 1. The Department of Transportation (DOT) offers expertise in the requirements for packaging, handling and transporting regulated hazardous materials.
- 2. The Department of Agriculture (USDA) provides expertise in managing agricultural, forest, and wilderness areas. USDA's Soil Conservation Service provides predictions of the effects of pollutants on soil and their movements over and through soil.
- 3. The Department of Commerce (DOC), through National Oceanic and Atmospheric Administration (NOAA), provides:
  - a) Scientific expertise on living marine resources and their habitats.
  - b) Scientific Support Coordinator (SSC) who will coordinate scientific support for responses and contingency planning in coastal and marine areas. They can assess hazards that may be involved, predict movement and dispersion of oil and chemicals through trajectory modeling and provide information on sensitive coastal environments.



- c) Information on actual and predicted hydrologic, and oceanographic conditions for marine, coastal, and inland waters. They can provide charts and maps, including tide and circulation information for coastal and territorial waters and for the Great Lakes.
  - d) Information on actual and predicted meteorological conditions through the National Weather Service.
- 4. The Army Corps of Engineers has specialized equipment and personnel for maintaining navigation channels, removing navigation obstructions and maintaining hydroelectric facilities.
  - 5. The U.S. Navy is knowledgeable in ship salvage, shipboard damage control and diving. It has an extensive array of specialized equipment and personnel that can be used for collection, containment and removal of pollution materials.
  - 6. The Department of Health and Human Services (HHS) is responsible for providing assistance on all matters related to the assessment of health hazards at a response, and protection of both response workers' and the public's health. Includes the Agency for Toxic Substances and Disease Registry (ATSDR) which provides advise to health care providers in cases of public health emergencies and coordinates assistance from the Center for Disease Control (CDC), NIOSH and the FDA.
  - 7. The Federal Emergency Management Agency (FEMA):
    - a) Provides advice and assistance to the OSC on coordinating civil emergency planning and mitigation efforts with other federal agencies, State and local governments, and the private sector.
    - b) In the event of a major disaster declaration or emergency determination by the President, FEMA will coordinate all federal disaster or emergency actions with the FOSC.
  - 8. The Department of the Interior (DOI) has jurisdiction over the National Park System, National Wildlife Refuges and Fish Hatcheries, forest and grazing lands, and certain water projects in western states. In addition, bureaus and offices have relevant expertise as follows:
    - a) Fish and Wildlife Service: Fish and wildlife, including endangered and threatened species, migratory birds, certain marine mammals; habitats, resource contaminants; laboratory research facilities.
    - b) Geological Survey: Geology, hydrology (groundwater and surface), and natural hazards.

- c) Bureau of Land Management: Minerals, soils, vegetation, wildlife, habitat, archeology, wilderness, hazardous materials, etc.
  - d) Minerals Management Service: Manned facilities for Outer Continental Shelf (OCS) oversight.
  - e) Bureau of Mines: Analysis and identification of inorganic hazardous substances.
  - f) Office of Surface Mining: Coal mine wastes, land reclamation.
  - g) National Park Service: Biological and general natural resources expert personnel at Park units.
  - h) Bureau of Reclamation: Operation and maintenance of water projects in the west; engineering and hydrology; and reservoirs.
  - i) Bureau of Indian Affairs: Coordination of activities affecting Indian lands.
  - j) Office of Territorial Affairs: Assistance in implementing the National Contingency Plan in American Samoa, Guam, the Trust Territory of the Pacific Islands, and the Virgin Islands.
9. The Department of Labor (DOL), through the Occupational Safety and Health Administration (OSHA), provides the OSC with advice, guidance, and assistance on:
- a) Hazards to workers involved in removal or control of oil discharges and hazardous materials releases, and
  - b) The precautions necessary to reduce risk to worker health and safety.

#### E. Responsibilities of Indian Nations

Indian tribes have sovereign governmental powers within federally-recognized reservations. If resources are available they will respond to incidents that occur on their reservations. The tribes should familiarize themselves with this plan and make their plan consistent with state and local plans.

- a. Confederated tribes: Warm Springs 553-1161
- b. Confederated tribes: Umatilla 278-0550
- c. Confederated tribes: Siletz 444- 2532

#### F. Responsibilities of Adjacent States

The agencies responsible for hazardous material incidents in Idaho, Washington and California are:

1. Washington

- a. Department of Ecology - lead state agency for spill response and cleanup. (206) 459-6803.
- b. Department of Emergency Management - lead agency for notification and coordination. (206) 753-5990 out of state or (800) 262-5990 in state.

2. Idaho

- a. Division of Environment - lead state agency for coordination of spill response. (208) 334-5879.
- b. Emergency Medical Services - lead agency for notification. 24 hour number: (800) 632-8000 in state or (208) 334-2241 out of state.

3. California

- a. Office of Emergency Services - lead agency for notification and coordination. (800) - 852-7550 in state, (916) 427-4341 out of state.
- b. California Highway Patrol - lead state agency for response to incidents on all freeways and state owned highways. (916) 445-2211.

4. Nevada

- a. Division of Emergency Management - lead state agency for notification and coordination. 24 hour number (702) 885-5300. Day number (702) 885-4240.
- b. Divisions of Environmental Protection - lead state agency for hazardous materials incidents (702) 885-4670.

G. Responsibilities of Industry

- a. Private industry is responsible for familiarizing themselves with this plan and working with state and local government to see that their emergency operations plans are consistent with this plan and local plans.
- b. Private industry is responsible for responding to emergencies as required by law unless otherwise directed by the government agency with jurisdiction to enforce the applicable law.
- c. Private industry is responsible for cleanup and site restoration when required to do so by law or when industry in its discretion decides to do so.
- d. When requested and if possible, private industry will provide expertise and resources to local and/or state government to help mitigate the effects of a hazardous materials incident.
- e. Private clean-up contractors can provide resources, equipment and knowledge on the removal and disposal of contamination.

H. Responsibilities of Volunteer Organizations

Volunteer organizations such as Red Cross, the Salvation Army and Amateur Radio Operators can provide public assistance in the form of food, clothing, shelter and communications during incidents where the public welfare is affected.

## SECTION VI

### Categorization of Emergencies by Severity

The following section categorizes oil and hazardous materials incidents by the severity of the threat to public health or the environment. Five types of emergencies are defined by increasing severity. The actual severity of an incident is dependent on the amount of material spilled, the location, the toxicity of that material and potential for exposure. Thus a spill involving thousands of gallons of a material with low toxicity could be a minor incident if it poses no public health or environmental threat. On the other hand, a small spill of an extremely toxic material, or a spill in a very sensitive location, could be a major incident if people are exposed or the environment is severely threatened.

The type and level of emergency response is dependent on the severity of the incident. These are described below. Section VII depicts the responsibilities of the various responders and the activities that must be performed during each of the 5 types of incidents.

### Types of Incidents

#### A. Unusual Incident

An event which is out of the ordinary. No oil or hazardous materials are released. Public health and safety may be threatened.

##### Examples:

1. Mechanical breakdown of a vehicle carrying high-level radioactive shipment, Class A explosives or highly toxic materials requiring it to be parked at one location for a long period of time.
2. Fire at a facility storing or utilizing hazardous materials. The materials not initially involved in the fire.
3. Abandoned drums discovered, no release.

#### B. Minor Incident

An incident involving the spill or release of a small amount of oil or hazardous materials. Public health, safety and environment are not immediately threatened. A potential exists for the incident to escalate.

##### Examples:

1. Vehicle or fixed site incident with a small spill or release of oil or hazardous materials.
2. Discovery of abandoned oil or hazardous materials with a small spill or release of products.
3. Vehicle accident with a potential release of radioactive materials.

4. Fire or explosion involving small quantities of oil or hazardous materials.

C. Medium Incident

An incident resulting in a localized release of oil or hazardous materials (i.e., within several hundred feet). The health and safety of people and emergency workers in the immediate area may be threatened if protective actions are not taken. A probable environmental impact exists. It may involve activation of the Oregon Emergency Operations Plan.

Example:

1. Accident involving transport of oil or hazardous materials which results in release of substance to air, ground or water in amounts sufficient to pose threat to public health or the environment.
2. Package or container containing radioactive materials crushed or damaged during handling.
3. A fire or explosion at a facility which utilizes hazardous material.
4. An incident which results in a significant amount of uncontrolled radioactive material.
5. Discovery of abandoned oil or hazardous materials being released to environment and posing a threat to public health or the environment.

D. Major Incident

An incident resulting in a spill or release of oil or hazardous materials which requires evacuation or sheltering of nearby residents or businesses or which causes a serious environmental threat. It will probably involve activation of the Oregon Emergency Operations Plan.

Example:

1. Truck, rail or fire incident with radiologically contaminated smoke or toxic fumes.
2. Shipping accident resulting in a large release of oil or hazardous materials to a waterway.
3. Radioactive material directly involved in fire or explosion at a fixed facility, resulting in spread of material, or significant accidental exposure to radiation.
4. A fixed facility or transport incident resulting in a major release of toxic fumes to air or hazardous materials to public waters used for drinking water or important to fish and wildlife or other beneficial uses. Results in serious public health and/or environmental impacts.



E. Security Incident

Threatened or actual sabotage or demonstration of civil disobedience. Security events are further classified as follows:

- a. Blockage of a shipment of hazardous materials
- b. Threatened or actual sabotage to the shipment

## SECTION VII

### Response Activities Dependent on Incident Severity

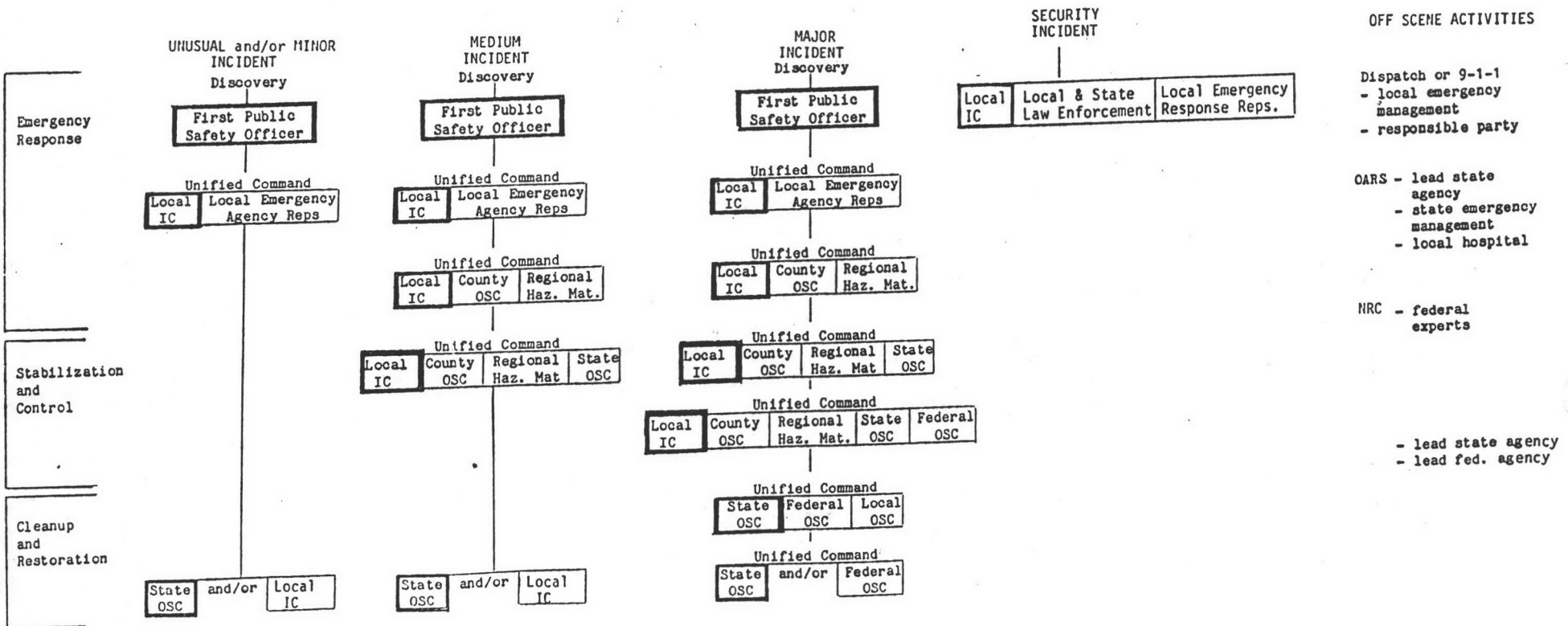
The severity of an incident directly affects;

- A. The kind of response that is needed.
- B. The number of agencies and levels of government that must respond,  
and
- C. The roles and responsibilities of those that do respond.

A minor incident may involve only local government emergency responders and a simple command organization. A major incident may involve many responders from different levels of government who can provide specialized expertise or resources. Such an incident requires a unified command structure. An incident may escalate into a major one or decrease to a minor one as more information becomes available about its severity.

The following section takes each of the 5 types of incidents and depicts the incident management structure and the typical roles and responsibilities of the various responders.

- A. The incident management structure for the five types of incidents (refer to figure 1, page 12).  
 [Note that the severity of the incident typically dictates the number of agencies involved and the complexity of the management structure.]



B. Typical Roles and Responsibilities

1. UNUSUAL INCIDENT

An event which could or does involve hazardous materials. No materials are released but a potential public health and safety threat exists. The situation would normally be handled by local emergency response crews with standard emergency equipment. If the situation escalates, outside assistance might be needed.

Roles and Responsibilities:

On Scene

RESPONSIBLE PARTY

- Notifies 9-1-1 or fire or police dispatch
- Acts to resume normal operations

LOCAL AGENCIES

- Assures public safety
- Assists responsible party
- Coordinates public information

Off Scene

RESPONSIBLE PARTY

- Acts to resume normal operations

LEAD STATE AGENCY

- Assists responsible party and provides technical advice if needed.

## 2. MINOR INCIDENT

An accident or incident involving a small spill or release of hazardous materials. Public health, safety and environment are not immediately threatened but a potential exists for the incident to escalate. The situation would normally be handled by local emergency response crews with standard emergency equipment. Technical assistance from the state might be needed. The Regional Haz-Mat team should be alerted.

### Roles and Responsibilities:

#### On Scene

##### FIRST PUBLIC SAFETY OFFICER

- Notifies 9-1-1 or fire or police dispatch
- Assumes initial command
- Assesses the hazards
- Activates local emergency response system
- Initiates actions to protect the public

##### LOCAL INCIDENT COMMANDER

- Assumes command upon arriving on scene
- Responsible for:
  - rescue
  - emergency medical
  - fire fighting
  - security (traffic & crowd control)
  - notifications
  - communications
  - on-scene liaison
  - public information
  - hazard determination
  - initial protective actions
  - decontamination control

##### RESPONSIBLE PARTY

- Notifies OARS and NRC (if necessary)
- Provides support to incident commander
- Cleans up or contracts cleanup
- Acts to resume normal operations

##### HAZ MAT SPECIALIST

- Provides technical support to incident commander if needed
- Assures cleanup is done properly.
- Assures materials disposed of properly

#### Off Scene

##### LOCAL EMERGENCY MANAGEMENT

- Provides support to on scene operations
- Sets up EOC if necessary

##### RESPONSIBLE PARTY

- Provides operational support to on-scene responders
- Provides information about materials

##### LEAD STATE AGENCY

- Provides technical support to incident commander if necessary
- Coordinates with local agencies to provide public information
- Coordinates with responsible party to assure cleanup
- Contracts for cleanup if no responsible party



### 3. MEDIUM INCIDENT

An incident resulting in a localized spill or release of oil or hazardous materials (i.e., within several hundred feet). The health, and safety of people and emergency workers in the immediate area may be threatened if protective actions are not taken. A probable environmental impact exists. It may involve activation of the Oregon Emergency Operations Plan. The situation will require state technical assistance and a Regional Haz-Mat team which can provide specialized equipment and expertise. It may require the State Haz-Mat team.

#### Roles and Responsibilities:

##### On Scene

###### FIRST PUBLIC SAFETY OFFICER

- Notifies 9-1-1 or fire or police dispatch
- Assumes initial command
- Assesses the hazard
- Activates local emergency response system
- Initiates actions to protect the public

###### LOCAL INCIDENT COMMANDER

- Assumes command upon arriving on scene
- Responsible for:
  - rescue
  - emergency medical
  - fire fighting
  - security (traffic & crowd control)
  - notifications
  - communications
  - on-scene liaison
  - public information
  - hazard determination
  - initial protective actions
  - decontamination control

###### RESPONSIBLE PARTY

- Notifies OARS and NRC (if necessary)
- Provides support to incident commander
- Cleans up or contracts for cleanup
- Acts to resume normal operations

##### Off Scene

###### LOCAL EMERGENCY MANAGEMENT

- Provides support to on scene operations
- Sets up EOC if necessary

###### RESPONSIBLE PARTY

- Provides operational support to on-scene responders
- Provides information about materials

###### LEAD STATE AGENCY

- Provides technical support to incident commander if necessary
- Coordinates with local agencies to provide public information
- Coordinates with responsible party to assure cleanup
- Contracts for cleanup if no responsible party

#### **HAZ-MAT SPECIALIST**

- Supports incident commander with:  
hazard determination  
appropriate response actions  
decontamination

#### **REGIONAL HAZ-MAT TEAM**

- Provides support to  
incident commander with  
stabilization and control

#### **STATE HAZ-MAT TEAM**

- Assumes command for  
oversight of cleanup  
and restoration

#### **STATE EMERGENCY MANAGEMENT**

- Provides support to on scene  
operations if needed
- Sets up state EOC if needed

#### **LOCAL HOSPITAL**

- Treats injured
- Maintains contamination  
control procedures

#### 4. MAJOR INCIDENT

An incident resulting in a spill or release of oil or hazardous materials that requires the evacuation or sheltering of nearby residents or businesses or that is a serious environmental threat. It will probably involve activation of the Oregon Emergency Operations Plan. The situation will require state technical assistance, a Regional Haz-Mat team, the State Haz-Mat team and if needed, Federal assistance.

##### Roles and Responsibilities:

###### On Scene

###### FIRST PUBLIC SAFETY OFFICER

- Notifies 9-1-1 or fire or police dispatch
- Assumes initial command
- Assesses the hazard
- Activates local emergency response system
- Initiates actions to protect the public

###### LOCAL INCIDENT COMMANDERS

- Assumes command upon arriving on scene
- Responsible for:
  - rescue
  - emergency medical
  - fire fighting
  - security (traffic & crowd control)
  - notifications
  - communications
  - on-scene liaison
  - public information
  - hazard determination
  - initial protective actions
  - decontamination control

###### RESPONSIBLE PARTY

- Notifies OARS & NRC (if necessary)
- Provides support to incident commander
- Cleans up or contracts cleanup
- Acts to resume normal operations

###### Off Scene

###### LOCAL EMERGENCY MANAGEMENT

- Provides support to on scene operations
- Sets up EOC if necessary

###### RESPONSIBLE PARTY

- Provides operational support to on-scene responders
- Provides information about materials

###### LEAD STATE AGENCY

- Provides technical support to incident commander if necessary
- Coordinates with local agencies to provide public information
- Coordinates with responsible party to assure cleanup
- Contracts for cleanup if no responsible party.

###### STATE EMERGENCY MANAGEMENT

- Provides support to on scene operations if needed
- Sets up state EOC if needed

###### LOCAL HOSPITAL

- Treats injured
- Maintains contamination control procedures

#### LEAD FEDERAL AGENCY

- Provides technical support to on-scene operations if needed

#### HAZ-MAT SPECIALIST

- Supports incident commander with:
  - hazard determination
  - appropriate response actions
  - decontamination

#### REGIONAL HAZ-MAT TEAM

- Provides support to incident commander with stabilization and control

#### STATE HAZ-MAT TEAM

- Assumes command for oversight of cleanup and restoration

#### CLEANUP CONTRACTOR

- performs final cleanup and decontamination at direction of state

#### FEDERAL EXPERTS

- provide technical and logistic support to incident commander if needed

5. Security Incident

Threatened or actual sabotage incident or a civil disobedience demonstration. Security events are further classified as follows: The situation would normally involve local emergency response crews and law enforcement agencies.

Roles and Responsibilities

<u>On Scene</u>	<u>Off Scene</u>
LOCAL AND STATE LAW ENFORCEMENT	LEAD STATE AGENCY
<ul style="list-style-type: none"><li>- Responsible for notifications protection of shipment crowd and traffic control guidance for unnecessary delay liaison with shipper (defense related)</li></ul>	<ul style="list-style-type: none"><li>- Provides technical assistance to law enforcement agencies about nature of shipment</li></ul>
RESPONSIBLE PARTY	
Supports law enforcement	

Threatened or actual sabotage to Shipment or Material

<u>On Scene</u>	<u>Off Scene</u>
LOCAL AND STATE LAW ENFORCEMENT	LEAD STATE AGENCY
<ul style="list-style-type: none"><li>- Responsible for notifications protection of shipment investigation and arrests saboteurs avoidance of unnecessary delay with federal law enforcement agencies</li></ul>	<ul style="list-style-type: none"><li>- Technical assistance to on-scene operations</li><li>- Initiates state emergency response plan (if necessary)</li></ul>
LOCAL INCIDENT COMMANDER	
<ul style="list-style-type: none"><li>- Responsible for on-scene operations as necessary and possible Initiates emergency response actions</li></ul>	



HAZ-MAT

HAZARDOUS MATERIAL EMERGENCY  
RESPONSE

CHLORINE

CITY OF THE DALLES  
UTILITIES DEPARTMENT  
&  
WICKS WATER TREATMENT PLANT

## HAZ-MAT

### Hazardous Material Emergency

#### Response

## CHLORINE

A definitive procedure follows which outlines Operator response to an audible/indicator alarm warning of a chlorine leak. UNDER NO CIRCUMSTANCE SHOULD ANY OPERATION'S PERSONNEL ATTEMPT TO RESOLVE AN ALARM SUCH AS THIS ALONE. THE IMMEDIATE RESPONSE IS TO NOTIFY A SUPERVISOR AND THEN INVESTIGATE THE EXTENT OF THE CHLORINE LEAK PRIOR TO THE ARRIVAL OF THAT SUPERVISOR. Quick action on the part of staff will alleviate the extent of a leak if one exists and also give Emergency Personnel more of an opportunity to effect rapid evacuation of nearby residents.

All chlorine leaks are considered to be major! Should even a minor leak happen, it can develop into a major concern in a short period of time if not addressed properly.

The only means of preventing serious detrimental effects from a chlorine leak is prompt and proper responses. All Operation's Personnel will need to understand the outline presented and the chain of action necessary. Training experiences will be undertaken so that the steps to follow and the materials necessary for repair and response will be readily located and available.

Proper response is everyone's responsibility!

CITY OF THE DALLES

Utilities Department

<u>SECTION 1.</u>	UTILITIES DEPARTMENT RESPONSE
<u>SECTION 2.</u>	TECHNICAL ASSISTANCE
<u>SECTION 3.</u>	WASTEWATER DIVISION
<u>SECTION 4.</u>	WATER DISTRIBUTION DIVISION
	A. COLUMBIA VIEW HEIGHTS RESERVOIR
	B. JORDAN STREET WELL
	C. LONE PINE WELL
	D. MARX WELL
<u>SECTION 5.</u>	WATER SUPPLY & TREATMENT DIVISION

Hazardous Material Leak Response Plan : Chlorine

The Utilities Department in conjunction with The Dalles Fire Department has developed the following plan to be implemented in the event of a chlorine leak within any facility owned and operated by the City of The Dalles. The plan will outline specific areas of chlorine storage within City owned properties, response activities by Department and Emergency Personnel, safety and repair equipment storage, detection techniques, evacuation procedures, and leak repair when applicable.

There are only two locations where chlorine leak detection devices are installed in City operations. One is located at the Lone Pine Wellhead within the tank storage room and the other is located in the Chlorine Feed Building of the Wick's Water Treatment Plant within the tank storage room also. The Lone Pine Wellhead detector will sound an alarm at the Communications Center for emergency response. The Wick's detector is alarmed only to the Filter Control Room for operator reaction. Alarms at individual sites and the Wastewater Treatment Plant are being provided for in the Department's Capitol Improvement Plans. Installation of these devices will be programmed over the years to come. The necessity for immediate consideration is obvious given the nature of the hazardous material handled.

Conditions surrounding chlorine leaks in treatment facilities never get better with time but only deteriorate. It is imperative, therefore, that prudent activity occur rapidly to reduce the severity of the leak and that containment happen quickly so public safety and well being are assured.

Chlorine is a greenish/yellow gas under normal atmospheric conditions. It is 2.5 times heavier than air and as a liquid is 1.5 times heavier than water. The detectable odor level for humans is approximately 3.5 mg/L (parts per million). Chlorine Analyzers or detecting units can sense the presence of chlorine at even lower levels (1 mg/L) so their placement in areas of potential problems is essential. Chlorine leaks can be detected manually through the use of an Ammonium Hydroxide 5N Solution. Care must be taken in the handling of this chemical reagent and all safety procedures outlined in MSDS forms should be used. The liquid itself should never come into contact with any metal container but only the fumes are used in examinations. Vapors of this chemical will produce a visible reaction with Chlorine gas in the formation of a white cloud of Ammonium Chloride. Production of this compound will indicate significant chlorine leakage if identified outside of storage or operating areas.

This HAZ-MAT Plan includes sections related to the different Divisions within the Department as well as individual locations where chlorine is stored and used. Included in these diagrams will be explanations of approaches to be used in gaining access to these storage areas, tank locations within the rooms

themselves, and shut off valves to isolate chlorine tanks from service lines. Respiratory safety gear is a requirement in all cases of chlorine leak investigation. These air tanks only provide minimum amounts of air supply for investigations of leaks. Thus quick identification and response are necessary for rapid problem resolution. Additional air tanks will be available at all sites where large quantities of chlorine are stored and used. This will include all areas where ton cylinders are being maintained. There will be two designated storage areas for emergency repair kit placement. The Department has on hand two 'B' repair kits for City use: one shall be stored at the Wastewater Treatment Plant and the second one stored at the Wick's Water Treatment Plant. A leak repair kit will be obtained to address problems with 100 pound cylinders stored at all wellheads and one storage reservoir.

Evacuation distances will follow the Oregon Department of Transportation guidelines for Chlorine. For minor accidents and leaks, 150 feet will be administered until definition of the severity of the leak can be evaluated. For major accidents and leaks, 300 feet will be the established as the immediate evacuation area. To prevent downwind or downslope exposure, a width of 0.8 miles will be evacuated within the area for a length of 1.5 miles.

### Chlorine Storage Facilities In the City of The Dalles

Within City owned operations, the following locations have viable containers of chlorine stored and in use. The locations will be broken down into the different Divisions of the Department including multiple site listings where applicable. Location diagrams will also be shown to give approximate locations and approaches to each of the storage facilities.

#### 1. Wastewater Treatment

- a. Wastewater Treatment Plant

#### 2. Water Distribution

- a. Columbia View Heights Reservoir
- b. Jordan Street Well
- c. Lone Pine Well
- d. Marks Well

#### 3. Water Supply and Treatment

- a. Wick's Water Treatment Plant



UTILITIES DEPARTMENT

August 29, 1988

M E M O R A N D U M

TO: GERRY UNDERHILL, FIRE MARSHALL  
THE DALLES FIRE DEPT.

FROM: BILL KEYSER, DIRECTOR  
UTILITIES DEPARTMENT

RE: HAZ-MAT PROGRAM FORMULATION

Attached please find the final version of "HAZ-MAT EMERGENCY RESPONSE PLAN - CHLORINE" for the various divisions of the Utilities Department for City of The Dalles. This data should be incorporated in the 'Oil & Hazardous Materials Emergency Response Plan' being assembled by your department.

With regards to our technical staff availability and areas of special discipline for HAZ-MAT Emergency Response, I submit the following for your consideration:

- 1) William R. Keyser, Director of Utilities Dept.  
Disciplines of: Sanitary Microbiology, Water Chemistry,  
and Bio-Insecticides
- 2) Brian R. Stahl: Sanitary Microbiology, Water Chemistry,  
Medical Lab. Technology
- 3) John E. Dennee: Biologist, Water Chemistry, Oils &  
Petroleum Spills
- 4) K. Skiles, Sanitary Microbiology, Chemistry, Hematology  
Bio-Insecticides
- 5) Dave Anderson, Biology/Water Chemistry

Our staff is available to assist The Dalles Fire Department in any of the areas of special discipline mentioned above with regards to HAZ-MAT Emergency Response needs.

With regards to "EMERGENCY WATER SHUT OFF" needs, only a qualified operations technician of the Division of Water Distribution should be considered to carryout this emergency action. The following staff members of the Utilities Department are given for your reference in the HAZ-MAT plan.



G. Underhill, Fire Marshall  
The Dalles Fire Department  
HAZ-MAT PROGRAM PLANNING

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EMERGENCY WATER SHUT OFF STAFF REFERENCES

Martin Matherly, Supv., Divi. of Water Distribution  
Work: 296-5401  
Home: 298-5783  
Gene Emett, Serviceman, Divi. of Water Distribution  
Work: 296-5401  
Home: 296-5868

EMERGENCY STORM SEWER MANAGEMENT RESPONSES:

Jerry Betts, Acting Director of Public Works  
Supv. of Wastewater\*Collection  
Work: 296-5401  
Home: 296-1004

Mearl Miles, Supv., Divi. of Wastewater Treatment  
Work: 298-1779  
Home: 298-1043

CHLORINE LEAK REPAIR KITS "B"

The Department has one "B" Repair Kit for Ton Containers located at the Wicks Water Treatment Plant, Plumbing Building. This building will be identified by sign on its exterior indicating the storage of the "B" Kit and a MSA Airpac for emergency use.

A second "B" Kit is on order and will be housed at the Wastewater Treatment Plant. The location at the plant will be determined and you will receive notice of this on arrival of the unit.

The Utilities Department has obtained a training course and slide program from Pennwalt Corporation for the use of the "B" Repair Kit. In addition, the Department is scheduling training experiences for our operations staff and department supervisors in the use of the "B" Repair Kit. We will want to coordinate these training events with your department as they are schedueld.

CHLORINE LEAK REPAIR KITS "A"

Currently, the department does not have an "A" Repair Kit available at any of our chlorine installation sites. We are considering the purchase of two of these kits, however, current budget limitations will dictate the timing of purchase. Training exercises in the use of these kits will be scheduled as the units are made available.

G. Underhill, Fire Marshall  
The Dalles Fire Department  
HAS-MAT PROGRAM PLANNING

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#### Early Warning Systems For Chlorine Leaks Responses

Currently, the Wicks Water Treatment Chlorine Building has a 'leak detector' complete with alarm system activated in the Treatment Plant Operator Control Building. This detects chlorine residuals or concentrations down to 1 mg/L.

The Lone Pine Well facility has a chlorine leak-detector on site and in service with alarm monitoring at the Communications Center.

These units are serviced appropriately and activated for testing alarm viability.

Our CIP Program for the Utilities Department includes upgrading each chlorine facility in the department with suitable chlorine leak detectors and alarm systems.

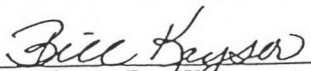
#### CHLORINE FACILITY MAINTENANCE

Currently, the Department of Water Supply & Treatment provides for annual chlorine facilities inspection and service repair by the manufacturer. This is provided for by contract service. In addition, our supervisors are trained to respond to chlorine feeder malfunctions and to effect necessary repairs from our current 'repair parts inventory' kept on site.

It is the intent of the Utilities Director to expand this chlorine inspection/repair contract service to annually include all installations within the Utilities divisions. In addition, a complete inventory of repair parts and kits will be considered after a careful evaluation of each site facility.

Appropriate staff training throughout the Utilities Department will be scheduled to occur in the very near future so that each division of Utilities has at least two staff persons that can respond and effect emergency repair to chlorine facilities.

If you have any questions with regards to the HAZ-MAT Chlorine Emergency Response Plan submitted or any of the data in the context of this communication please feel free to call the Utilities Central Office at 298-1242 and speak with Bill Keyser or Brian Stahl. Thank you and we look forward to association and participation in this critically important planning processes.

  
\_\_\_\_\_  
William R. Keyser, Director  
Utilities Department

WRK/br

cc: Brian Stahl, Asst. Dir.  
Utilities Department

Wastewater Treatment Divisiona. Wastewater Treatment Plant

The Wastewater Treatment Plant is one of three major storage areas for chlorine in the City of The Dalles. Chlorine is used in disinfection of effluent water flows prior to discharge into the Columbia River per DEQ permit requirements. Extreme caution needs to be observed in approaches to the Facility in the event of a chlorine leak emergency. The western ground levels of the Facility are below tank storage areas. Thus seepage of chlorine gas on escape will be to these low lying areas. In addition the proximity of Oregon Cherry Growers to the east of the complex presents problems with chlorine containment. The Cherry Growers possess a sub-basement opening which runs the length of the building heading east. Tank leakage or rupture at the Wastewater Plant in conjunction with west wind patterns will generally drive the gas into this basement structure and create immediate health emergencies for workers in this location. It is therefore imperative that all chlorine leaks at the Wastewater Plant be immediately detected so that resolution can occur rapidly. There is currently no leak detection analyzer at this Facility. The Utilities Department will be pursuing purchase of a detection device for this location as well as installations at other chlorine storage areas in the City.

Due to the location of this Facility in relation to the downtown area, there needs to be some consideration given to the installation of an emergency siren to be sounded should a chlorine leak be identified. Evacuation of the downtown area could proceed quickly without the delay. Without such an early warning system, delays would occur in evacuation due to the individual notification.

1. **Location of Equipment:** Emergency repair kit locations will be posted outside of chlorine storage areas.

a. MSA Airpacs - # 1 located outside in corridor to the west of the Laboratory. Enter Lab using east door, exit Lab going west, storage cabinet to the right.

# 2 is located at the Garrison St. Reservoir booster pump house. Identified outside of building.

# 3 is located at the Intermediate Reservoir booster pump house. Identified outside of building.

- b. MSA Spare tank - location in the Wastewater Plant the same as the # 1 MSA Airpac.
- c. Ammonium Hydroxide 5N - stored in Lab and tank room.
- d. 'B' Repair Kit - Location of Kit the same as the # 1 MSA airpac.
- e. Hand Held Radios - Utility Department FM Band, sets located in the Wastewater Treatment Plant
- f. Exhaust Fan - a portable exhaust fan is located on site and can be utilized for air evacuation if necessary. Personnel contact will determine location

## 2. Audible/Indicator Alarm

- a. Upon the discovery of a leak, the Shift Operator is to immediately notify the Division Supervisor to report occurrence.
- b. Until the arrival of the Supervisor, the Shift Operator should investigate the extent of the leak and assemble the above items for use. The investigation will be carried out using prudent personal precautions: visual inspection of the outside of the building for the presence of chlorine gas and the testing of outside vents with Ammonium Hydroxide solutions after cautious approach. This check will determine the severity of the leak from a safe distance. Under no circumstance should an individual investigate a leak alarm by himself entering feeder or storage areas.
- c. After arrival of the Supervisor, the degree of the alarm will be determined from discussions with staff and the Department Director will be notified. If warranted, the following agencies will be notified to be on alert for possible leak assistance and evacuation.

Director  
Asst. Director  
Wastewater Supervisor

298-1898  
298-8383 (if necessary)  
298-1043



## Emergency Personnel

The Dalles Fire/Police\*  
Wasco County Sheriff  
Wasco Rural Fire Dept.  
Oregon State Police

All agencies - Dial 911

Hugh Holt, Wasco County Emergency Services 296-6424

d. After the Division Supervisor conducts further leak investigations and after review with the Department Director, a decision whether to contact the following companies will be decided.

Oregon Emergency Division	1-228-7655
Pennwalt Corp. Portland, OR	1-800-452-0311
HazMat, Federal Nat'l Response Center	1-800-424-8802

e. Any major leak of a one ton cylinder will be handled by professional personnel and Division personnel will assist, where applicable, with evacuation/repair planning.

f. If preliminary checks determine the necessity for 2 MSA Airpacs, the second will be secured from the Garrison St. Reservoir if not already present at the Wastewater Treatment Plant.

g. In the event a Supervisor cannot be reached, the Shift Operator should contact the senior or another Plant operator for assistance, as well as the Department Director.

### 3. After Arrival of Division Supervisor and Agency Notification

a. The staging area, after preliminary investigations are complete, will be located to the northeast of the Wastewater Plant along the Haul Road and Laughlin Sts., adjacent to Interstate 84. Should the leak appear to be severe, the staging area will be 300 feet upslope and upwind of the Plant.

b. If at any time a chlorine gas cloud is present indicating a major chlorine leak, personnel are to:

- 1) Notify emergency personnel as to the seriousness of the leak.
- 2) Contact residents in the area for evacuation.
- 3) Vacate the area and wait for Emergency Personnel to effect repair. Division personnel will remain within the staging area to provide assistance to the repair crews.

c. Prior to the determination of the extent of the chlorine leak, the following steps will be taken as personnel are enroute to the site.

- 1) The On-Call Operator will go directly to the Wastewater Plant to begin initial appraisal of the extent of the chlorine leak. Appraisal of the leak will include visual inspection of the facility and area and cautious approach to the installation. The use of Ammonium Hydroxide will determine the location of the gas produced, the extent, and items needed for repair.
- 2) The Supervisor will immediately proceed to the Wastewater Treatment Plant.
- 3) Upon arrival at the Wastewater Plant, the On-Call Operator will convey any information gathered on initial investigation to the Division Supervisor. The need for any additional assistance will be determined by the Supervisor. If the leak is determined to be major, immediate notification of Emergency Personnel should occur and evacuation of area residents proceed. If the leak is determined to be of a minor nature, contact with Station 4 will alert Police and Fire Agencies of the extent of the leak and the procedures to be followed. Assistance of a police unit will facilitate area security while leak repair occurs.
- 4) The Supervisor, after receiving the report from the On-Call Operator, will determine the necessity for additional MSA Airpacs. If there is a necessity for repair, the ON-Call Operator will secure the # 3 MSA Airpac at the Intermediate Reservoir for use as well as any leak repair kit required.

#### 4. Leak Source and Repair

a. If the leak is determined to be minor and chlorine gas is not exiting the building, then the following steps will be taken to fully determine the extent of the leak and to effect repairs.

- 1) Both personnel present will don MSA Airpacs.
- 2) Initiate radio contact with coworker to ensure proper functioning of handheld units.
- 3) Get Ammonium Hydroxide solution ready for leak detection.



\* Note: A wooden pole with cloth wrapping will be provided in all ON-CALL vehicles along with a bottle of Ammonium Hydroxide. Cloth wrapping will be saturated with the Ammonium Hydroxide solution and held at ground level as approach to the building occurs.

- 4) Energize MSA Airpacs in staging area to insure proper fit and check for leaks.
- 5) Check chlorine storage area for the presence of low level chlorine concentrations. The cloth wrapped end of the wooden pole should be held low toward ground level checking for chlorine gas presence.

\* Note: Only the Supervisor should approach the Chlorine storage area with the second person in close visual contact, close at hand to render assistance if needed.

- 6) After checking the storage area, gain access to the outside tank storage area by opening the outside fence. (key # 2126)
- 7) Shut OFF tank valve to interrupt flow of chlorine gas to the Feeder Room.
- 8) Crack the door to the Feeder Room to determine the presence of chlorine gas by holding the cloth end of the wooden pole at ground level.
- 9) Once the leak source has been determined and the extent of leak evaluated, the Supervisor should confer with the On-Call Operator as to whether evacuation will be necessary.
- 10) To remove the presence of slight amounts of chlorine gas present, place exhaust fan outside of feeder room or storage area and turn ON.
- 11) After the leak source has been determined and isolated, repairs should be made as quickly as possible.
- 12) After a major leak is repaired, investigation will occur to determine if any damage has been caused to equipment and operations prior to startup of Plant processes.

\* Note: One ton cylinder repairs will involve the use of a 'B' Repair Kit only if the leak is determined to be minor enough for Division staff to repair.

- 13) If feeder line repair is necessary, proper tubing can be replaced and the system re-energized using proper precautions.

## 5. Evacuation

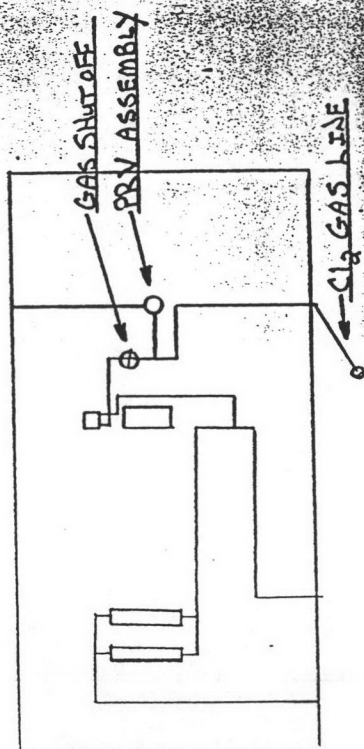
a. If the chlorine leak is determined to warrant the use of Emergency Personnel, the following contacts should be made:

- 1) Contact Emergency Personnel regarding the leak and the need for immediate evacuation procedures.
- 2) Vacate the area around the Wastewater Treatment Plant.
- 3) Begin to alert those businesses which are in the immediate area. The list of businesses will include:

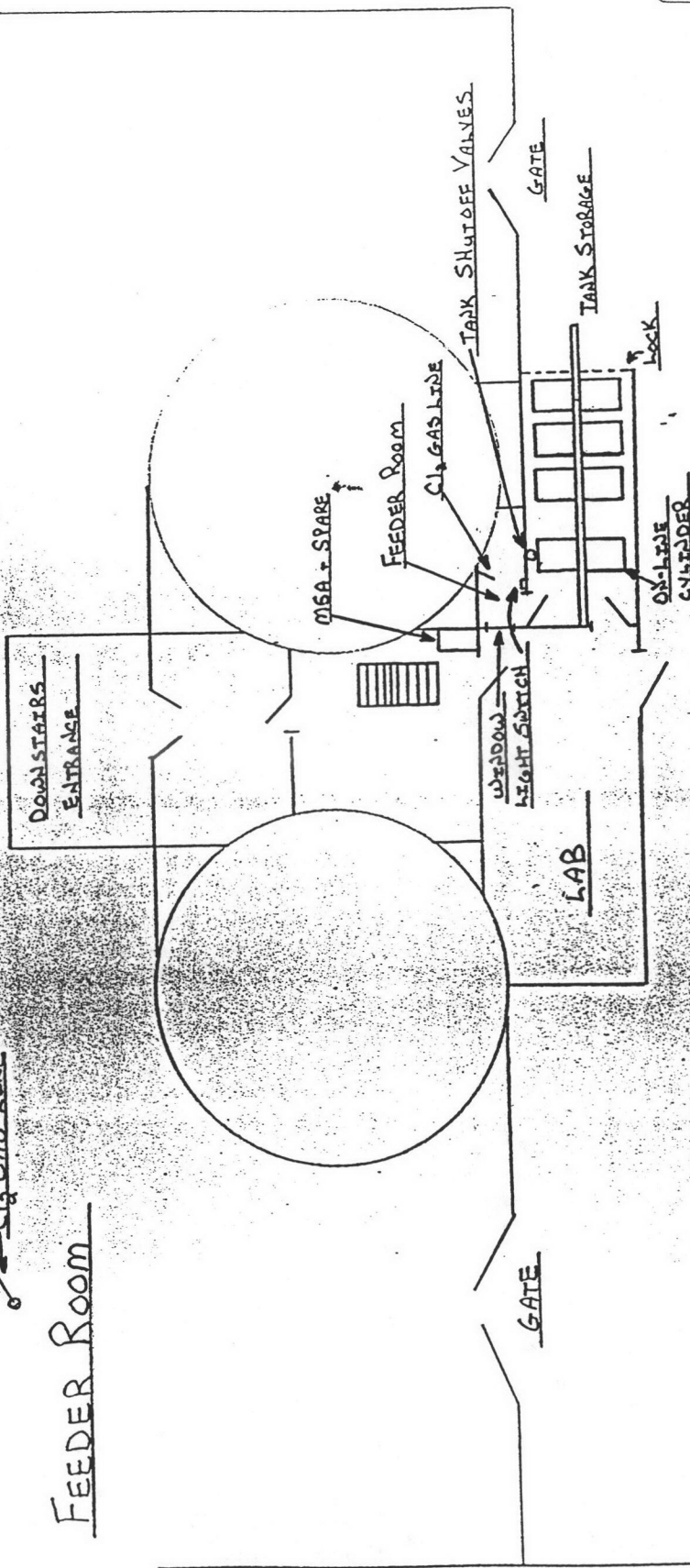
Oregon Cherry Growers	296-5487
Mid Columbia Grain Growers	296-9489
Windy River Gleaners	
Union Pacific Railroad	296-3621

# WASTEWATER PLANT

NORTH →



FEEDER ROOM



OREGON CHERRY GROWERS

Water Distribution

## A. Columbia View Heights Reservoir

The isolation of the Columbia View Heights Reservoir permits a greater reduction in potential health concerns over a chlorine leak at this location. The reservoir does sit above a large residential area and with prevailing winds could require evacuation of residents as well as the shutdown of Hwy 197 to the west. The storage facility itself only contains up to two 100 pound cylinders for disinfection purposes so that a leak should not be presented in any great quantity. The residential area is located to the northwest of the Reservoir. There also exists the presence of the Big Eddy BPA Substation to the south. This station is manned by personnel and would be subject to evacuation should a chlorine leak of a large magnitude exist.

Notice of a chlorine leak would be derived from citizen input at this location currently. There is no chlorine leak detector on site. This detector has been planned for in the Department's Capitol Improvement Plans for future development.

## 1. Location of Equipment

a. MSA Airpacs - # 1 has not been purchased so is unavailable for use. This unit will be stored at the Public Works Building

# 2 is located at the Garrison St. Reservoir booster pump house. Identified outside of building.

# 3 is located at the Intermediate Reservoir booster pump house. Identified outside of building.

b. MSA Spare Tanks - Spare tanks have not been purchased as yet so will be unavailable for use. Spare tanks are stored at the Wastewater Plant and at Wick's.

c. Ammonium Hydroxide 5N - Containers of Ammonium Hydroxide will be stored within the chlorine feeder room as well as within each ON-CALL vehicle.

- d. 100 # Tank Repair Kit - 100 # tank repair kits are not available to address major tank leaks currently. This lack of repair ability will be addressed shortly
- e. Handheld Radios - Utilities Department FM Band, sets located inside Public Works Offices located at 1900 W. 6th St.

## 2. Audible/Indicator Alarm

a. Initial indications of a chlorine leak at this facility will be detected through the citizen contact in the area. The Shift Operator is to immediately notify the Division Supervisor to report the occurrence.

b. Until the arrival of the Supervisor, the Shift Operator should investigate the extent of the leak. The investigation will be carried out using prudent personal precautions: visual inspection of the outside of the building for the presence of chlorine gas and the testing of outside vents with Ammonium Hydroxide solutions after cautious approach. This check will determine the severity of the leak from a safe distance. Under no circumstance should an individual investigate a leak alarm by himself entering feeder or storage areas.

c. After arrival of the Supervisor, the degree of the alarm will be determined from discussions with staff and the Department Director will be notified. If warranted, the following agencies will be notified to be on alert for possible leak assistance and evacuation.

Director	298-1898
Asst. Director	298-8383 (if necessary)
Wastewater Supervisor	298-1043

### Emergency Personnel

The Dalles Fire/Police*	All agencies - Dial 911
Wasco County Sheriff	
Wasco Rural Fire Dept.	
Oregon State Police	

Hugh Holt, Wasco County Emergency Services 296-6424



d. After the Division Supervisor conducts further leak investigations and after review with the Department Director, a decision whether to contact the following agencies will be decided.

Oregon Emergency Division  
Pennwalt Corp. Portland, OR  
HazMat, Federal Nat'l Response Center

1-228-7655  
1-800-452-0311  
1-800-424-8802

e. Any major leak of a one ton cylinder will be handled by professional personnel and Division personnel will assist, where applicable, with evacuation/repair planning.

f. If preliminary checks determine the necessity for 2 MSA Airpacs, the second will be secured from the Intermediate Reservoir.

g. In the event a Supervisor cannot be reached, the Shift Operator should contact the designated Asst. Supervisor for assistance, as well as the Department Director.

### **3. After Division Supervisor Notification**

a. The staging area, after preliminary investigations are complete, will be along the entry road to the west of the storage facility. Access to the reservoir is obtained by driving through the Starlight Addition south on Summit Ridge Drive to the access road located at the top of the residential area. Should the leak appear to be severe, the staging area will be 300 feet upslope and upwind of the Reservoir.

b) If at anytime a chlorine gas cloud is present indicating a 100 pound cylinder tank rupture, personnel are to:

- 1) Notify Emergency personnel as to the seriousness of the leak.
- 2) Contact residents in the area for evacuation.
- 3) Vacate the area and wait for Emergency Personnel to effect repair. Division personnel will remain within the staging area to provide assistance to the repair crews.

c. Prior to the determination of the extent of the chlorine leak, the following steps will be taken as personnel are enroute to the site.

- 1) The On-Call Operator will go directly to the Reservoir to begin initial appraisal of the extent of the chlorine leak. Appraisal of the leak will include visual inspection of the facility and area and



cautious approach to the installation. The use of Ammonium Hydroxide will determine the location of the gas produced, the extent, and items needed for repair.

- 2) The Division Supervisor will proceed to the Garrison Street Reservoir site and get the # 2 MSA Airpac stored on site. He will then proceed to the Columbia View Heights Reservoir.
- 3) Upon arrival at the Reservoir, the On-Call Operator will convey any information gathered on initial investigation. The need for any additional assistance will be determined by the Supervisor. If the leak is determined to be major, immediate notification of Emergency Personnel should occur and evacuation of area residents proceed. If the leak is determined to be of a minor nature, contact with Station 4 will alert Police and Fire Agencies of the extent of the leak and the procedures to be followed. Assistance of a police unit will facilitate area security while leak repair occurs.
- 4) The Supervisor, after receiving the report from the On-Call Operator, will determine the necessity for additional MSA Airpacs. If there is a necessity for repair, the ON-Call Operator will secure the # 3 MSA Airpac stored at the Intermediate Reservoir for use as well as any leak repair kit required.

#### **4. Leak Source and Repair**

a. If the leak is determined to be minor and chlorine gas is not exiting the building, then the following steps will be taken to fully determine the extent of the leak and to effect repairs.

- 1) Both personnel present will don MSA Airpacs.
- 2) Initiate radio contact with coworker to ensure proper functioning of handheld units.
- 3) Get Ammonium Hydroxide solution ready for leak detection.

\* Note: A wooden pole with cloth wrapping will be provided in all ON-CALL vehicles along with a bottle of Ammonium Hydroxide. Cloth wrapping will be saturated with the Ammonium Hydroxide solution and held at ground level as approach to the building occurs.

- 4) Energize MSA Airpacs in staging area to insure proper fit and check for leaks.
- 5) Check chlorine storage area for the presence of low level chlorine concentrations. The cloth wrapped end of the wooden pole should be held low toward ground level checking for chlorine gas presence.
  - \* Note: Only the Supervisor or his designate should approach the Chlorine Storage area with the second person in visual contact, close at hand to render assistance if needed.
- 6) The Supervisor will approach the feeder room through the security gate heading east and then north to the chlorine storage area. If the leak is within the feed room itself, the Supervisor will determine the extent of leakage present through testing of the outside ground level vent with Ammonium Hydroxide and then open the door. The On-Call Operator will enter the confines of the Reservoir and maintain visual contact with the Supervisor for the entire episode. The on line tank will be Shut OFF immediately to remove gas availability. If the leak is determined to be within the feeder line itself, tank removal from service is of major importance. Repairs to the line can then continue after all chlorine gas is evacuated.
- 7) Upon opening the door to the storage area, care should be taken not to activate the outside blower unit until the extent of the leak can be determined. The fan switch is located to the right, inside the entry door. Activation of the fan will discharge excessive amounts of escaped chlorine gas to the neighborhood creating unacceptable health risks to the entire area. Shut down of the gas flow and then activation of the outside blower fan will evacuate any residual chlorine gas present.
- 8) After shutdown and evacuation of residual chlorine gas, repair of feeder lines can occur.
- 9) If a large amount of chlorine gas is evident in the area, personnel should immediately contact Emergency Personnel for their handling and repair and evacuate the area.
- 10) Should evacuation be deemed necessary, on site personnel should contact Emergency Personnel and assist with evacuation of the immediate area.

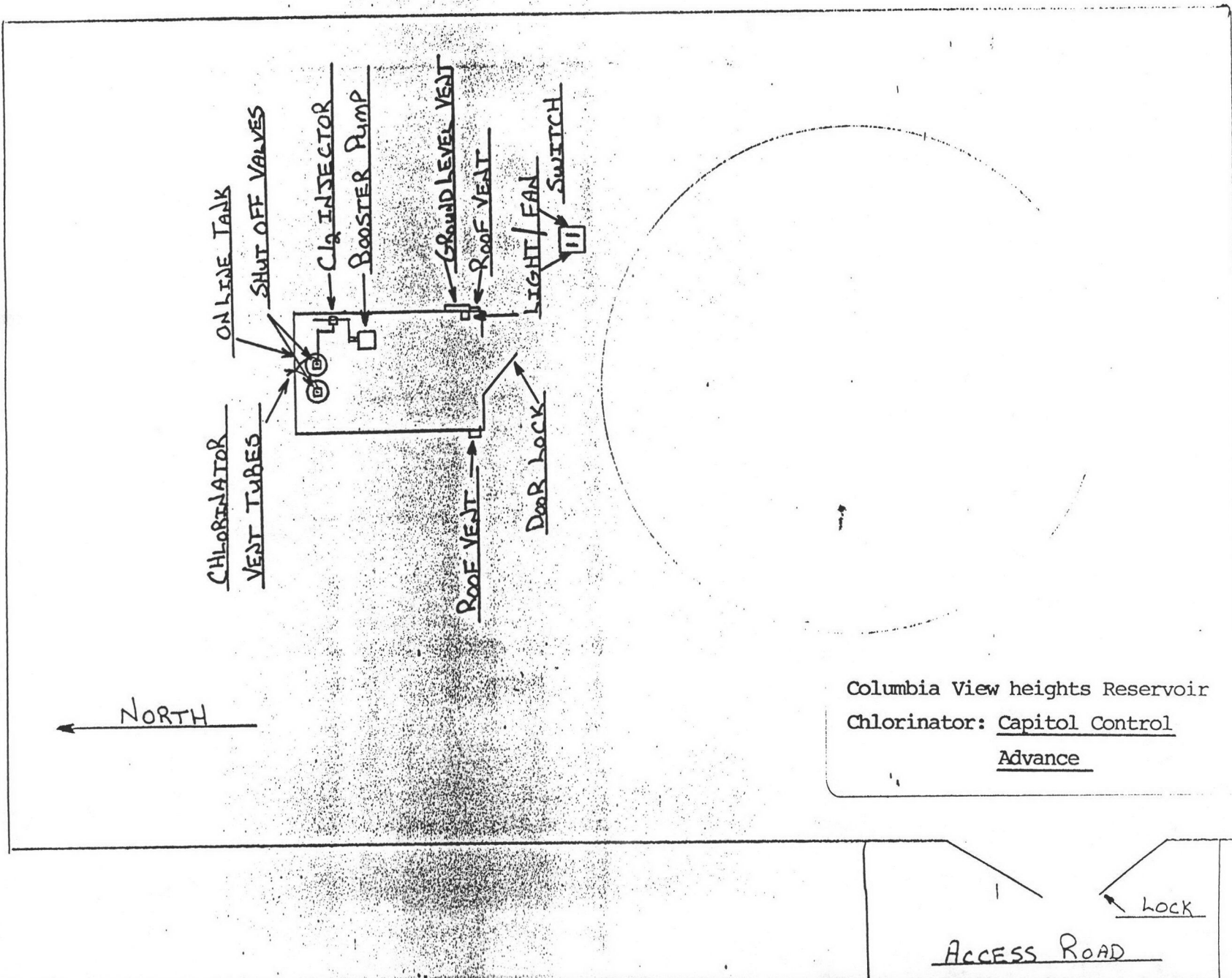
- 11) After repair has been effected, Distribution system personnel will investigate the cause of the leak and inspect for damage to any equipment at the reservoir. If no damage is evident, startup of reservoir functions and service can commence.

## 5. Evacuation

a. If the chlorine leak is determined to warrant the use of Emergency Personnel, the following contacts should be made:

- 1) Contact Emergency Personnel with regards to the leak and the need for immediate evacuation procedures.
- 2) Vacate the area around the Reservoir.
- 3) Begin to alert those residents who are in the immediate area. A list of these people will be put together for emergency response.

# COLUMBIA VIEW HTS. RESERVOIR



## B. Jordan Street Wellhead

The Jordan Street Wellhead has a storage capacity of four 100 pound chlorine tanks for use in the disinfection of groundwater supplies prior to release into the distribution network. This wellhead delivers potable drinking water supplies directly into the distribution network with no prior storage. The location of the wellhead is on Jordan Street between 12th and 13th Streets. This area of town is residential on the north, east, and south sides. A chlorine leak from this facility would necessitate the evacuation of area residents until leak repair could be effected. A list compiling residents in the immediate area will follow the containment procedure.

Notification of a chlorine leak will most likely come from area citizens prior to the installation of chlorine detection devices.

### 1. Location of Equipment

- a. MSA Airpacs - # 1 has not been purchased so is unavailable for use. This unit will be stored at the Public Works Building.
  - # 2 is located at the Garrison St. Reservoir booster pump house. Identified outside of building.
  - # 3 is located at the Intermediate Reservoir booster pump house. Identified outside of building.
- b. MSA Spare Tank - Spare tanks have not been purchased as yet so will be unavailable for use. Spare tanks are stored at the Wastewater Plant and at Wick's.
- c. Ammonium Hydroxide - Containers of Ammonium Hydroxide will be stored within the chlorine feeder room as well as within each ON-CALL vehicle.
- d. 100# Tank Repair Kit - 100# tank repair kits are not available to address major tank leaks currently. This lack of repair ability will be addressed shortly.
- e. Handheld Radios - Utilities Department FM Band, sets located inside Public Works Offices located at 1900 W. 6th St.



## 2. Audible/Indicator Alarm

a. Initial indications of a chlorine leak at this facility will be detected through citizen contact in this area. The Shift Operator is to immediately notify the Division Supervisor to report the occurrence.

b. Until the arrival of the Supervisor, the Shift Operator should investigate the extent of the leak. The investigation will be carried out using prudent personal precautions: visual inspection of the outside of the building for the presence of chlorine gas and the testing of outside vents with Ammonium Hydroxide solutions after a cautious approach. This check will determine the severity of the leak from a safe distance. Under no circumstance should an individual investigate a leak alarm by himself entering feeder or storage areas.

c. After arrival of the Supervisor, the degree of the alarm will be determined from discussions with staff and the Department Director will be notified. If warranted the following agencies will be notified to be on alert for possible leak assistance and evacuation.

Director	298-1898
Asst. Director	298-8383
Water Distribution Supervisor	298-5783

### Emergency Personnel

The Dalles Fire/Police	All agencies - Dial 911
Wasco County Sheriff	
Wasco Rural Fire Dept.	
Oregon State Police	

Hugh Holt, Emergency Services Coordinator 296-6424

d. After the Division Supervisor conducts further leak investigations and after review with the Department Director, a decision whether to contact the following agencies will be decided.

Oregon Emergency Division	1-228-7655
Pennwalt Corp. Portland, OR	1-800-452-0311
HazMat, Federal Nat'l Response Center	1-800-424-8802

e. Any major leak of a one ton cylinder will be handled by professional personnel and Division personnel will assist, where applicable, with evacuation/repair planning.

f. If preliminary checks determine the necessity for 2 MSA Airpacs, the second will be secured from the Intermediate Reservoir.

g. In the event a Supervisor cannot be reached, the On-Call Operator should contact the designated Asst. Supervisor for assistance as well as the Department Director.

### 3. After Division Supervisor Notification

a. The staging area, after preliminary investigations are complete, will be to the south of the storage area, at the corner of Jordan and W. 13th Streets. Approach to the wellhouse should be heading west on W. 13th Street to the corner of Jordan Street. Should the leak appear to be severe, the staging area will be 300 feet upslope and upwind of the wellhead.

b. If at anytime a chlorine gas cloud is present indicating a 100 pound cylinder tank rupture, personnel are to:

- 1) Notify Emergency personnel as to the seriousness of the leak.
- 2) Contact residents in the area for evacuation.
- 3) Vacate the area and wait for Emergency Personnel to effect repair. Division personnel will remain within the staging area to provide assistance to the repair crews.

c. Prior to the determination of the extent of the chlorine leak, the following steps will be taken as personnel are enroute to the site.

1. The On-Call Operator will go directly to the wellhead to begin initial appraisal of the extent of the chlorine leak. Appraisal of the leak will include visual inspection of the facility and area and cautious approach to the installation. The use of Ammonium Hydroxide will determine the location of the gas produced, the extent, and the items needed for repair.
2. The Division Supervisor will proceed to the Garrison Street Reservoir site and get the # 2 MSA Airpac stored on site. He will then proceed to the wellhead.
3. Upon arrival at the wellhead, the On-Call Operator will convey any information gathered on initial investigation. The need for any additional assistance will be determined by the Supervisor. If the leak is determined to be major, immediate notification of

emergency personnel should occur and evacuation of area residents proceed. If leak is determined to be of a minor nature, contact with Station 4 will alert Police and Fire Agencies of the extent of the leak and the procedures to be followed. Assistance of a police unit will facilitate area security while leak repair occurs.

4. The Supervisor, after receiving the report from the On-Call Operator will determine the necessity for additional MSA Airpacs. If there is a necessity for repair, the ON-CALL Operator will secure the # 3 MSA Airpac stored at the Intermediate Reservoir for use as well as any leak repair kit required.

#### 4. Leak Source and Repair

a. If the leak is determined to be minor and the chlorine gas is not exiting the building, then the following steps will be taken to fully determine the extent of the leak and to effect repairs.

- 1) Both personnel present will don MSA Airpacs.
- 2) Initiate radio contact with coworker to ensure proper functioning of handheld units.
- 3) Get Ammonium Hydroxide solution ready for leak detection.
  - \* Note: A wooden pole with cloth wrapping will be provided in all ON-CALL vehicles along with a bottle of Ammonium Hydroxide. Cloth wrapping will be saturated with the Ammonium Hydroxide solution and held at ground level as approach to the building occurs.
- 4) Energize MSA Airpacs in the staging area to ensure proper fit and check for leaks.
- 5) Check chlorine storage area for the presence of low level chlorine concentrations. The cloth wrapped end of the wooden pole should be held low toward the ground level checking for chlorine gas.
  - \* Note: Only the Supervisor or his designate should approach the chlorine storage area with the second person in visual contact, close at hand to render assistance if needed.
- 6) The Supervisor will approach the wellhouse through the security gate heading west and then north to the chlorine storage area. If the leak is within the tank

room itself, the Supervisor will determine the extent of leakage present by testing the outside ground level vent to the right of the entry door with Ammonium Hydroxide. If indications warrant, the Supervisor will open the door. The On-Call Operator will maintain visual contact with the Supervisor at all times. The on line tank will be Shut OFF immediately to remove gas availability. If the leak is determined to be within the feeder line itself, tank removal from service is of major importance. Repairs to the line can then continue after all chlorine gas is evacuated.

- 7) Upon opening the door to the storage area, care should be taken not to activate the outside blower unit until the extent of the leak can be determined. Blower unit switch is located the right of the entry door. Activation of the fan will discharge excessive amounts of escaped chlorine gas to the neighborhood creating unacceptable health risks to the entire area. Shut down of gas flow and then evacuation of residual gas will reduce the amounts of chlorine gas present for removal.
- 8) After shutdown and evacuation of residual chlorine gas, repair of feeder lines can then occur.
- 9) If rupture of a 100 pound cylinder is evident, then repair kit employment should occur as rapidly as possible. Currently there are no 100# repair kit owned by the City. Some equipment for repair may be in the one ton 'B' repair kits. If a large amount of chlorine gas is evident in the area, personnel should immediately contact Emergency Personnel for their handling and repair.
- 10) Should evacuation be deemed necessary, on site personnel should contact Emergency Personnel and assist with evacuation of the immediate area.
- 11) After repair has been effected, Distribution system personnel will investigate the cause of the leak and if any damage has resulted to any equipment at the wellhead. If no damage is evident, startup of wellhead functions and service can commence.

## 5. Evacuation

a. If the chlorine leak is determined to warrant the use of Emergency Personnel, the following contacts should be made:

- 1) Contact Emergency personnel with regards to the leak and the need for immediate evacuation procedures.

- 2) Vacate the area around the Wellhead.
- 3) Begin to alert those residents who are in the immediate area. A list of these people will be put together for emergency response.



JORDAN STREET  
WELL

Jordan St. Well

Chlorinator: Capitol Control

Advance 200 Series

NORTH →

GROUND LEVEL

VENT

WINDOW →

OUTSIDE  
GROUND LEVEL FAN

Cl<sub>2</sub> GAS  
LINE

FAN SWITCH

SPARE Cl<sub>2</sub> TANKS

ON LINE TANK

CEILING  
VENT

SHUT OFF  
VALVES

BURIED  
LINE

LOCK

JORDAN STREET

## C. Lone Pine Wellhead

The Lone Pine Well is a high production facility located next to The Dalles Dam adjacent to Highway 197. This production well contains storage of ton cylinders of chlorine for the disinfection of groundwater prior to release to terminal storage reservoirs. Population centers around the wellhead consists of a mobile home park as well as motor home siting to the west. To the east of the complex lies the Econolodge, a motel complex. A chlorine leak at this facility would necessitate the evacuation of nearby homes as well as the possible evacuation of the motel and shutdown of traffic flow across The Dalles Bridge. It would be imperative in the event of a major tank puncture that shutdown of the highway occur rapidly. Even though the highway lies at a higher elevation to the site (approximately 10 feet), a westerly wind could blow concentrated gas onto the road surface.

In addition to the notification of Emergency Personnel, the Oregon Department of Environmental Quality and the Oregon Department of Fish and Wildlife will need to be contacted should it be apparent that a chlorine leak will reach the Columbia River to the north of the well head. Flow of gaseous chlorine into the Columbia will severely alter the local river environment. This effect will eventually be removed through dilution.

This wellhead is equipped with a Chlorine Detector within the tank storage area. Detection of system leaks will be recognized by City personnel at the Communications Center who will relay this occurrence to appropriate personnel. When contact occurs, the On-Call Operator should immediately notify the Division Supervisor to advise him of a chlorine leak detected.

## 1. Location of Equipment

a. MSA Airpacs - # 1 has not been purchased so is not available for use. This unit will be stored at the Public Works Building.

# 2 is located at the Garrison St. Reservoir booster pump house. Identified outside of building.

# 3 is located at the Intermediate Reservoir booster pump house. Identified outside of building.

- b. MSA Spare Tanks - Spare tanks have not been purchased as yet so will be unavailable for use. Spare tanks are stored at the Wastewater Plant and at Wick's.
- c. Ammonium Hydroxide - Containers of Ammonium Hydroxide will be stored within the chlorine feeder room as well as within each ON-CALL vehicle.
- d. 'B' Repair Kit - storage location will be the Wastewater Treatment Plant located at Laughlin and the Haul Road in the downtown area.
- e. Handheld Radios - Utilities Department FM Band, sets located inside Public Works Offices at 1900 W. 6th Street.

## 2. Audible/Indicator Alarm

a. Initial indications of a chlorine leak at this facility will generally be detected through the chlorine leak detector within the tank storage area. This alarm will sound at the Communications Center which will then relay the information to the On-Call Operator. Should the leak be noticed by citizens living adjacent to the site, leakage could be occurring within the feeder room itself. This is critical information for the Comm. Center to relay to the On-Call Operator. The Shift Operator is to immediately notify the Division Supervisor to report the occurrence.

b. Until the arrival of the Supervisor, the Shift Operator should investigate the extent of the leak. The investigation will be carried out using prudent personal precautions: visual inspection of the outside of the building for the presence of chlorine gas and the testing of outside vents with Ammonium Hydroxide solutions after cautious approach. This check will determine the severity of the leak from a safe distance. Under no circumstance should an individual investigate a leak alarm by himself entering the feeder or storage areas.

c. After arrival of the Supervisor, the degree of the alarm will be determined after discussions with the staff and the Department Director will be notified. If warranted the following agencies will be notified to be on alert for possible leak assistance and evacuation.

Director	298-1898
Asst. Director	298-8383
Division Supervisor	298-5783



## Emergency Personnel

The Dalles Police/Fire  
Wasco County Sheriff  
Wasco Rural Fire Dept.  
Oregon State Police

All agencies - Dial 911

Hugh Holt, Emergency Services Coordinator 296-6424

d. After the Division Supervisor conducts further leak investigations and after review with the Department Director, a decision whether to contact the following agencies will be decided.

Oregon Emergency Division	1-228-7655
Pennwalt Corp. Portland, OR	1-800-452-0311
HazMat, Federal Nat'l Response Center	1-800-424-8802

Oregon Department of Fish and Wildlife	296-4628
Oregon Department of Environmental Quality	1-229-5358

e. Any major leak of a one ton cylinder will be handled by professional personnel and Division personnel will assist, where applicable, with evacuation/repair planning.

f. If preliminary checks determine the necessity for two MSA Airpacs, the second one will be secured from the Intermediate Reservoir by the ON-CALL Operator while the Supervisor waits for his return.

g. In the event a Supervisor cannot be reached, the On-Call Operator should contact the designated Asst. Supervisor for assistance, as well as the Department Director.

### 3. After Division Supervisor Notification

a. The staging area, after preliminary investigations are complete, will be along the entry road, south of the Wellhead adjacent to Hwy 197. Should the leak appear to be severe, the staging area will be 300 feet upslope and upwind of the wellhead.

b. If at anytime a chlorine gas cloud is present indicating a 1 ton cylinder tank rupture, personnel are to:

- 1) Notify Emergency Personnel as to the seriousness of the leak.
- 2) Contact residents in the area for evacuation.

- 3) Vacate the area and wait for Emergency Personnel to effect repair. Division personnel will remain within the staging area to provide assistance to the repair crews.

c. Prior to the determination of the extent of the chlorine leak, the following steps will be taken as personnel are enroute to the site.

- 1) The ON-CALL Operator will go directly to the wellhead to begin initial appraisal of the extent of the chlorine leak. Appraisal of the leak will include visual inspection of the facility and the area and cautious approach to the installation. The use of Ammonium Hydroxide will determine the location of the gas produced, the extent, and items needed for repair.
- 2) The Division Supervisor will proceed to the Garrison Street Reservoir site and get the # 2 MSA Airpac stored on site. He will then proceed to the Lone Pine wellhead.
- 3) Upon arrival at the wellhead, the ON-CALL Operator will convey any information gathered on initial investigation. The need for additional assistance will be determined by the Supervisor. If the leak is identified to be major, immediate notification of Emergency Personnel should occur and evacuation of area residents proceed. If the leak is found to be of a minor nature, contact with Station 4 will alert Police and Fire agencies of the extent of the leak and the procedures to be followed. Assistance of a Police unit will facilitate area security while leak repair occurs.
4. The Supervisor, after receiving the report from the On-Call Operator will determine the necessity for additional MSA Airpacs. If there is a necessity for repair, the ON-Call Operator will secure the # 3 MSA Airpac stored at the Intermediate Reservoir for use as well as any leak repair kit required.

#### 4. Leak Source and Repair

a. If the leak is determined to be minor and the chlorine gas is no exiting the building, then the following steps will be taken to fully determine the extent of the leak and to effect repairs.

- 1) Both personnel present will don MSA Airpacs.
- 2) Initiate radio contact with coworker to ensure proper functioning of handheld units.



- 3) Get Ammonium Hydroxide solution ready for leak detection.

\* Note: A wooden pole with cloth wrapping will be provided in all ON-CALL vehicles along with a bottle of Ammonium Hydroxide. Cloth wrapping will be saturated with the Ammonium Hydroxide solution and held at ground level as approach to the building occurs.

- 4) Energize MSA Airpacs in the staging area to ensure proper fit and check for leaks.

- 5) Check chlorine storage area for the presence of low level chlorine concentrations. The cloth wrapped end of the wooden pole should be held low toward the ground level checking for chlorine gas. Leaks within the tank room can be detected by holding the Ammonium Hydroxide solution at ground level just to the right of the middle sliding entry door to the wellhead. Chlorine leaks within the feeder room can be detected by holding the solution just below the door seal exiting the room on the west side of the building.

\*Note: Only the Supervisor or his designate should approach the Chlorine Storage area with the second person in visual contact, close at hand to render assistance if needed.

- 6) The supervisor will approach the wellhouse through the security gate heading north and then west to the chlorine storage area. If the leak is within the tank room itself, the Supervisor will determine the extent of leakage present through testing at ground level to the right of the middle entry door with Ammonium Hydroxide. After testing, he will open the door fully. The on line tank will be Shut OFF immediately to remove gas availability. If the leak is determined to be within the feeder line itself, tank removal from service is of major importance. Repairs to the line can then continue after all chlorine gas is evacuated.

- 7) Upon opening the door to the storage area, care should be taken not to activate the outside blower unit until the extent of the leak can be determined. The fan switch is located just inside the middle sliding door to the right of the entry. Activation of the fan will discharge excessive amounts of escaped chlorine gas to the neighborhood creating unacceptable health risks to the entire area. Shut down of gas flow and then evacuation of residual gas will reduce the amounts of chlorine gas present for removal.

- 8) After shutdown and evacuation of residual chlorine gas, repair of feeder lines can occur.

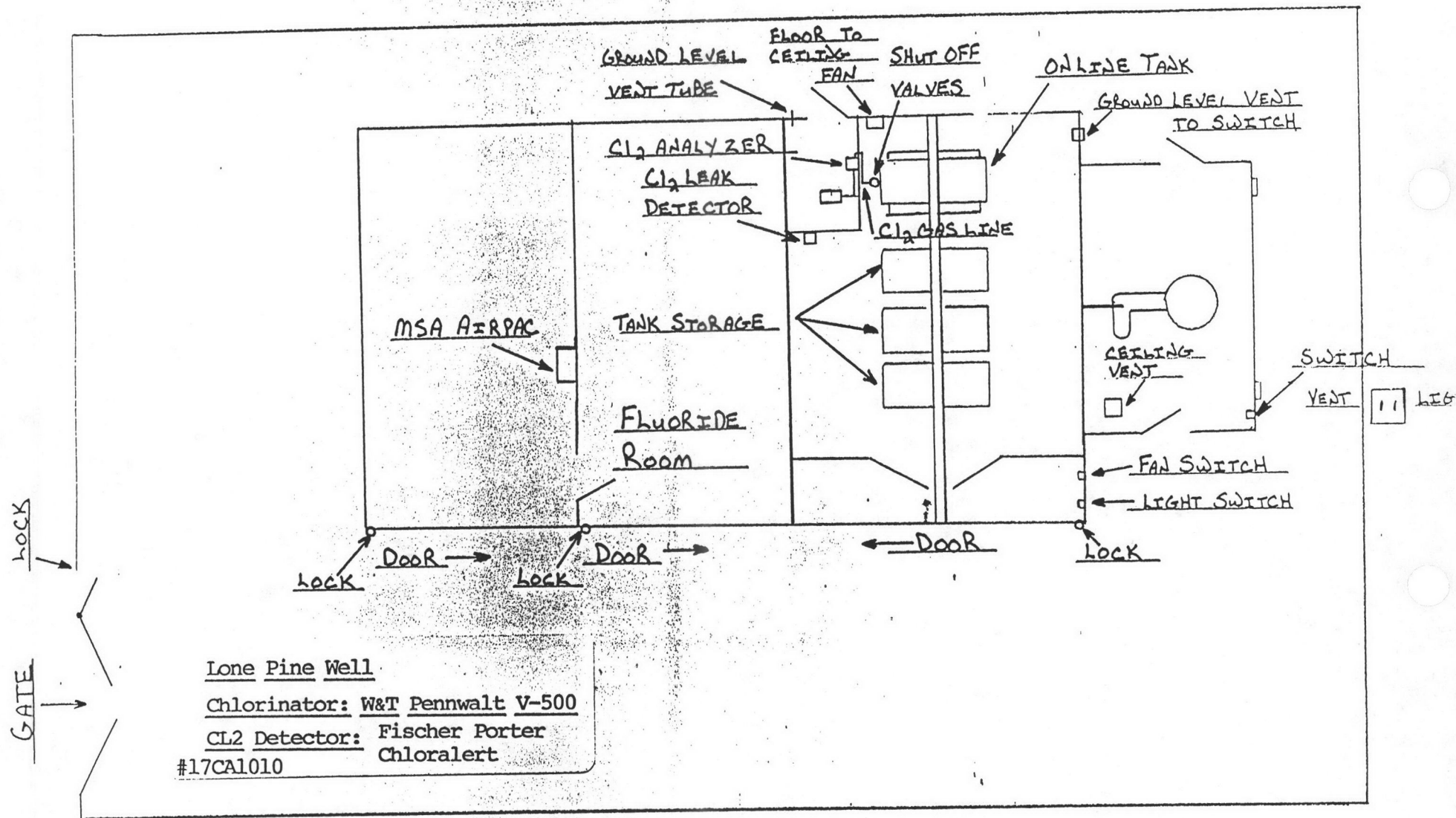
- 9) If rupture of a 1 ton cylinder is evident, then repair kit employment should occur as rapidly as possible. If a large amount of chlorine gas is evident in the area, staff should immediately contact Emergency Personnel for their handling and repair and evacuate the area.
- 10) Should evacuation be deemed necessary, on site personnel should contact Emergency Personnel and assist with evacuation of the immediate area.
- 11) After repair has been effected, Distribution system personnel will investigate the cause of the leak and inspect for damage to any equipment at the wellhead. If no damage is evident, startup of wellhead functions and service can commence.

## 5. Evacuation

a. If the chlorine leak is determined to warrant the use of Emergency Personnel, the following contacts should be made:

- 1) Contact Emergency Personnel with regards to the leak and the need for immediate evacuation procedures.
- 2) Vacate the area around the Wellhead.
- 3) Begin to alert those residents who are in the immediate area. A list of these people will be put together for emergency response.

# LONE PINE WELL



HGWAY 197

Notification of a leak at this Facility will most likely arise from citizen notification until a leak detector is in place. There is currently no leak detector at this location but is being provided for in the Department's Capitol Improvement Projects.

- e. Handheld Radios - Utilities Department FM Band, sets located inside Public Works Offices located at 1900 W. 6th St.

## 2. Audible/Indicator Alarm

a. Initial indications of a chlorine leak at this facility will generally be detected through the chlorine leak detector within the tank storage area. This alarm will sound at the Communications Center which will then relay the information to the On-Call Operator. Should the leak be noticed by citizens living adjacent to the site, leakage could be occurring within the feeder room itself. This is critical information for the Comm. Center to relay to the On-Call Operator. The Shift Operator is to immediately notify the Division Supervisor to report the occurrence.

b. Until the arrival of the Supervisor, the Shift Operator should investigate the extent of the leak. The investigation will be carried out using prudent personal precautions: visual inspection of the outside of the building for the presence of chlorine gas and the testing of outside vents with Ammonium Hydroxide solutions after cautious approach. This check will determine the severity of the leak from a safe distance. Under no circumstance should an individual investigate a leak alarm by himself entering the feeder or storage areas.

c. After arrival of the Supervisor, the degree of the alarm will be determined after discussions with the staff and the Department Director will be notified. If warranted the following agencies will be notified to be on alert for possible leak assistance and evacuation.

Director	298-1898
Asst. Director	298-8383
Division Supervisor	298-5783

### Emergency Personnel

The Dalles Police/Fire	All agencies - Dial 911
Wasco County Sheriff	
Wasco Rural Fire Dept.	
Oregon State Police	

Hugh Holt, Emergency Services Coordinator 296-6424

d. After the Division Supervisor conducts further leak investigations and after review with the Department Director, a decision whether to contact the following agencies will be decided.



Oregon Emergency Division  
Pennwalt Corp. Portland, OR  
HazMat, Federal Nat'l Response Center

1-228-7655  
1-800-452-0311  
1-800-424-8802

e. Any major leak of a one ton cylinder will be handled by professional personnel and Division personnel will assist, where applicable, with evacuation/repair planning.

f. If preliminary checks determine the necessity for two MSA Airpacs, the second one will be secured from the Intermediate Reservoir by the ON-CALL Operator while the Supervisor waits for his return.

g. In the event a Supervisor cannot be reached, the On-Call Operator should contact the designated Asst. Supervisor for assistance, as well as the Department Director.

### 3. After Division Supervisor Notification

a. The staging area, after preliminary investigations are complete, will be on the traffic rotary to the west of the wellhead, between Skyline and Mill Creek Roads. Approach to the wellhead will be to drive south on Mt. Hood Street. If chlorine gas is present approach will need to occur from Dry Hollow to Olney and then north on Skyline Roads. Should the leak appear to be severe, the staging area will be 300 feet upslope and upwind of the site on Skyline Road.

b. If at anytime a chlorine gas cloud is present indicating a 100 pound cylinder rupture, personnel are to:

- 1) Notify Emergency Personnel as to the seriousness of the leak.
- 2) Contact residents in the area for evacuation.
- 3) Vacate the area and wait for Emergency Personnel to effect repair. Division personnel will remain within the staging area to provide assistance to the repair crews.

c. Prior to the determination of the extent of the chlorine leak, the following steps will be taken as personnel are enroute to the site.

- 1) The ON-CALL Operator will go directly to the wellhead to begin initial appraisal of the extent of the chlorine leak. Appraisal of the leak will include visual inspection of the facility and the area and cautious approach to the installation. The use of Ammonium Hydroxide will determine the location of the

gas produced, the extent, and items needed for repair.

- 2) The Supervisor will proceed to the Garrison Street Reservoir site and get the # 2 MSA Airpac stored on site. He will then proceed to the Marks wellhead.
- 3) Upon arrival at the wellhead, the ON-CALL Operator will convey any information gathered on initial investigation. The need for additional assistance will be determined by the Supervisor. If the leak is identified to be major, immediate notification of Emergency Personnel should occur and evacuation of area residents proceed. If the leak is found to be of a minor nature, contact with Station 4 will alert Police and Fire agencies of the extent of the leak and the procedures to be followed. Assistance of a Police unit will facilitate area security while leak repair occurs.
4. The Supervisor, after receiving the report from the On-Call Operator will determine the necessity for additional MSA Airpacs. If there is a necessity for repair, the ON-Call Operator will secure the # 3 MSA Airpac stored at the Intermediate Reservoir for use as well as any leak repair kit required.

#### 4. Leak Source and Repair

a. If the leak is determined to be minor and the chlorine gas is not exiting the building, then the following steps will be taken to fully determine the extent of the leak and to effect repairs.

- 1) Both personnel present will don MSA Airpacs.
- 2) Initiate radio contact with coworker to ensure proper functioning of handheld units.
- 3) Get Ammonium Hydroxide solution ready for leak detection.

\* Note: A wooden pole with cloth wrapping will be provided in all ON-CALL vehicles along with a bottle of Ammonium Hydroxide. Cloth wrapping will be saturated with the Ammonium Hydroxide solution and held at ground level as approach to the building occurs.

- 4) Energize MSA Airpacs in the staging area to ensure proper fit and check for leaks.
- 5) Check chlorine storage area for the presence of low level chlorine concentrations. The cloth wrapped end

of the wooden pole should be held low toward the ground level checking for chlorine gas. Leaks within the tank room can be detected by holding the Ammonium Hydroxide solution at ground level just to the right of the pump room where the waste discharge pipe exits the building. Chlorine leaks within the feeder room can be detected by holding the solution to the left of the storage building, under the blower vent on the east side.

\*Note: Only the Supervisor or his designate should approach the Chlorine Storage area with the second person in visual contact, close at hand to render assistance if needed.

- 6) The Supervisor will approach the wellhouse through the security gate heading east to the chlorine storage area. A check at the outside vent to the pumphouse will determine if the leak is within the feeder line to the pump. If the leak is within the tank room itself, the Supervisor will determine the extent of leakage present through testing of the outside ground level vent to the east of the storage building with Ammonium Hydroxide and then open the door. The on line tank will be Shut OFF immediately to remove gas availability. If the leak is determined to be within the feeder line itself, tank removal from service is of major importance. Repairs to the line can then continue after all chlorine gas is evacuated.
- 7) Upon opening the door to the storage area, care should be taken not to activate the outside blower unit until the extent of the leak can be determined. The switch located to the right of the outside entry door should not be turned on until the extent of the leak is determined. Activation of the fan will discharge excessive amounts of escaped chlorine gas to the neighborhood creating unacceptable health risks to the entire area. Shut down of gas flow and then evacuation of residual gas will reduce the amounts of chlorine gas present for removal.
- 8) After shutdown and evacuation of residual chlorine gas, repair of feeder lines can occur.
- 9) If rupture of a 100 pound cylinder is evident, then repair kit employment should occur as rapidly as possible. Currently there are no 100# repair kit owned by the City. Some equipment for repair may be in the one ton 'B' repair kits. If a large amount of chlorine gas is evident in the area, personnel should immediately contact Emergency Personnel for their handling and repair.

- 10) Should evacuation be deemed necessary, on site personnel should contact Emergency Personnel and assist with evacuation of the immediate area.
- 11) After repair has been effected, Distribution system personnel will investigate the cause of the leak and if any damage has resulted to any equipment at the wellhead. If no damage is evident, startup of wellhead functions and service can commence.

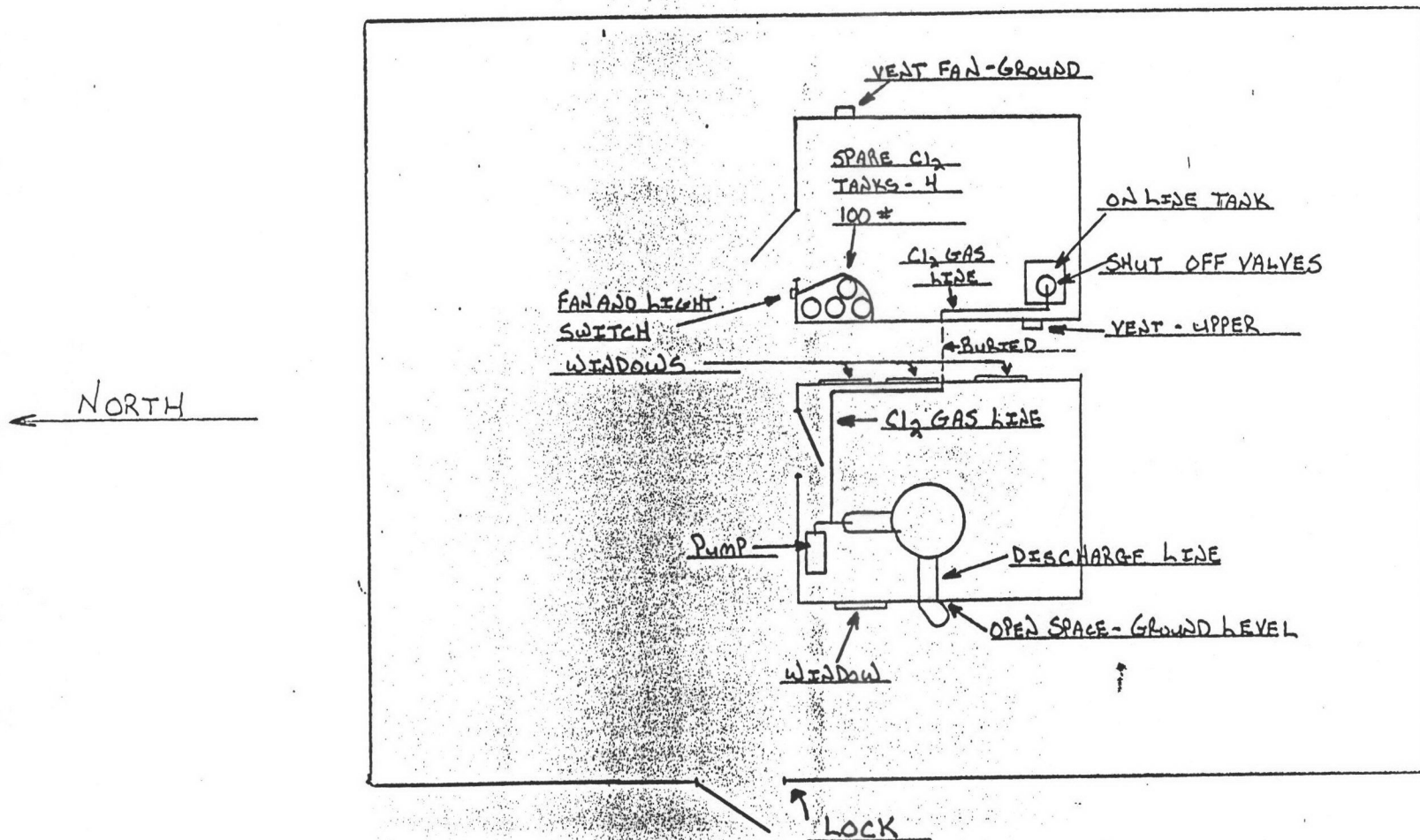
## 5. Evacuation

a. If the chlorine leak is determined to warrant the use of Emergency Personnel, the following contacts should be made:

- 1) Contact Emergency Personnel with regards to the leak and the need for immediate evacuation procedures.
- 2) Vacate the area around the Wellhead.
- 3) Begin to alert those residents who are in the immediate area. A list of those people will be put together for emergency response.



# MARX WELL



Marx Well

Chlorinator: W&T Pennwalt V-100



Water Supply and Treatment

## a. Wick's Water Treatment Plant

The Wick's Water Treatment Plant is located approximately eight miles south of the City of The Dalles at the northeastern border of The Dalles Municipal Watershed. The Plant produces 80 % of all drinking water supplies utilized by the City. This Facility is located in an isolated area but does present concerns in the event of a chlorine leak occurring on site. There can be stored up to five 1 ton cylinders of chlorine on site at any given time. Two tanks will be in service with the additional three as backup supplies. The Treatment Plant is equipped with a leak detection device within the tank room storage area which is alarmed to the treatment plant filter operation control room. Operators are on duty 24 hours per day and perform daily shift testing of chlorine delivery fittings every eight hours while on shift.

A small residential mobile home park is located to the north of the plant approximately 0.5 miles away. An index of the current residents in the community as well as their phone numbers are included in the outline for emergency contact in the event of a large scale chlorine leak.

## 1. Location of Equipment

In case of emergency the following items will need to be assembled for ready access and use. The operator on shift will gather the above items after notification of a Supervisor and investigation as to the extent of the leak. These items will be placed at the Wick's Main Plant for dispersal after arrival of a Supervisor.

a. MSA Air Pacs - # 1 located just inside of Wick's Main Plant entry.

- # 2 located within Plumbing Building to the south of the Chlorine Feed Building, inside of door to the left.

- # 3 has not been purchased as yet.

b. MSA Spare Tanks - # 1,2,3 - located just inside of Wick's Main Plant entry door.

- c. Ammonium Hydroxide - located in the Chem Lab beneath the Plant Turbidimeter Recorders - central cabinet. Also stored in Tank room of Chlorine Feed Building.
- d. 'B' Repair Kit - located in the Plumbing building to the left of the entry door
- e. Hand Held Radios - Utility Department Band, sets are located in the Filter Control Room as well as in the Watershed Operations Office.
- f. Exhaust Fan - Both the Tank and Feeder Rooms of the Chlorine Feed Building are equipped with exhaust fan systems.

## 2. Audible/Indicator Alarm

- a. Upon the discovery of a leak, the Shift Operator is to immediately notify the Division Supervisor to report occurrence.
- b. Until the arrival of the Supervisor, the Shift Operator should investigate the extent of the leak and assemble the above items for use. The investigation will be carried out using prudent personal precautions: visual inspection of the outside of the building for the presence of chlorine gas; the testing of outside vents with Ammonium Hydroxide solutions after cautious approach. This check will determine the severity of the leak from a safe distance. Under no circumstance should an individual investigate a leak alarm by himself entering feeder or storage areas.
- c. After arrival of the Supervisor, the degree of the alarm will be determined from discussions with staff and the Department Director will be notified. If warranted, the following agencies will be notified to be on alert for possible leak assistance and evacuation.

Director	298-1898
Asst. Director	298-8383 (if necessary)
Division Supervisor	298-5668

## Emergency Personnel

The Dalles Fire/Police*	All agencies - Dial 911
Wasco County Sheriff	
Wasco Rural Fire Dept.	
Oregon State Police	

Hugh Holt, Wasco County Emergency Services      296-6424

d. After the Division Supervisor conducts further leak investigations and after review with the Department Director, a decision whether to contact the following companies will be decided.

Oregon Emergency Division	1-228-7655
Pennwalt Corp. Portland, OR	1-800-452-0311
HazMat, Federal Nat'l Response Center	1-800-424-8802

e. Any major leak of a one ton cylinder will be handled by professional personnel and Division personnel will assist, where applicable, with evacuation/repair planning.

f. If preliminary checks determine the necessity for 2 MSA Airpacs, the second will be secured from the Plumbing Building.

g. In the event a Supervisor cannot be reached, the Shift Operator should contact the senior or another Plant operator for assistance, as well as the Department Director.

### 3. After Division Supervisor Notification

a. The staging area, after preliminary investigations are complete, will be located at the Plumbing Building where the second MSA AirPac is kept along with the one-ton chlorine tank repair kit.

b. If at any time a chlorine gas cloud is present indicating a major chlorine leak, personnel are to:

- 1) Notify emergency personnel as to the seriousness of the leak.
- 2) Contact residents in the area for evacuation.
- 3) Vacate the area and wait for Emergency Personnel to effect repair. Division personnel will remain within the staging area to provide assistance to the repair crews.

c. Prior to the determination of the extent of the chlorine leak, the following steps will be taken as personnel are enroute to the site.

- 1) The On-Call Operator will begin initial appraisal of the extent of the chlorine leak. Appraisal of the leak will include visual inspection of the facility and area and cautious approach to the installation. The use of Ammonium Hydroxide will determine the location of the gas produced, the extent, and items needed for repair.

- 2) The Division Supervisor will proceed immediately to the Wick's Treatment Plant.
- 3) Upon arrival at Wick's, the Shift Operator will convey any information gathered on initial investigation. The need for any additional assistance will be determined by the Supervisor. If the leak is determined to be major, immediate notification of Emergency Personnel should occur and evacuation of area residents proceed. If the leak is determined to be of a minor nature, contact with Station 4 will alert Police and Fire Agencies of the extent of the leak and the procedures to be followed. Assistance of a police unit will facilitate area security while leak repair occurs.
- 4) The Supervisor, after receiving the report from the On-Call Operator, will determine the necessity for additional MSA Airpacs. If there is a necessity for repair, the Shift Operator will gather the necessary items at the Plumbing Building.

#### **4. Leak Source and Repair**

a. If the leak is determined to be minor and chlorine gas is not exiting the building, then the following steps will be taken to identify the extent of the leak and effect repairs.

- 1) Both personnel will don the MSA AirPacs.
- 2) Initiate radio contact with coworker to ensure proper functioning of handheld units.
- 3) Get Ammonium Hydroxide solution ready for leak detection.

\*Note: A wooden pole with cloth wrapping will be provided in all ON-CALL vehicles along with a bottle of Ammonium Hydroxide. Cloth wrapping will be saturated with the Ammonium Hydroxide solution and held at ground level as approach to the building occurs.

- 4) Energize MSA AirPacs in staging area to insure proper fit and check for leaks.
- 5) Check chlorine storage area for the presence of low level chlorine concentrations. The large, double door entry should be tested along the base. Outside vents can also be checked to identify the location of the chlorine gas leak.

\* Note: Only the Division Supervisor should enter the chlorine storage room or feeder rooms. The Shift Operator should approach the building along with the Supervisor and maintain visual contact at all times.

6) Enter the building together through the Fluoride Feeder Room door, checking for the presence of any chlorine gas.

7) Turn on the exhaust fan to ventilate the Tank Room for entry by turning on the switch located to the left of the Tank Room door.

\* Note: This directive is contrary to previous directions concerning the activation of ventilation systems. The location of the Wick's Plant is remote so that the necessity to vacate the Tank and Feeder Rooms for personnel safety outweighs the impacts of slight amounts of chlorine gas being removed.

8) After entering, the Division Supervisor should shut OFF BOTH one-ton cylinders at the TANK VALVE.

9) The Supervisor should locate the source of the leak and then confer with the stand-by person as to whether evacuation will be necessary. No one is to approach or enter a building where there is a visible presence of chlorine gas.

10) After the leak source has been determined and isolated, repairs should be made as quickly as possible.

11) After a major leak is repaired, investigation will occur to determine if any damage has been caused to equipment and operations prior to startup of Plant processes.

\* Note: One ton cylinder repairs will involve the use of a 'B' Repair Kit only if the leak is determined to be minor enough for Division staff to repair.

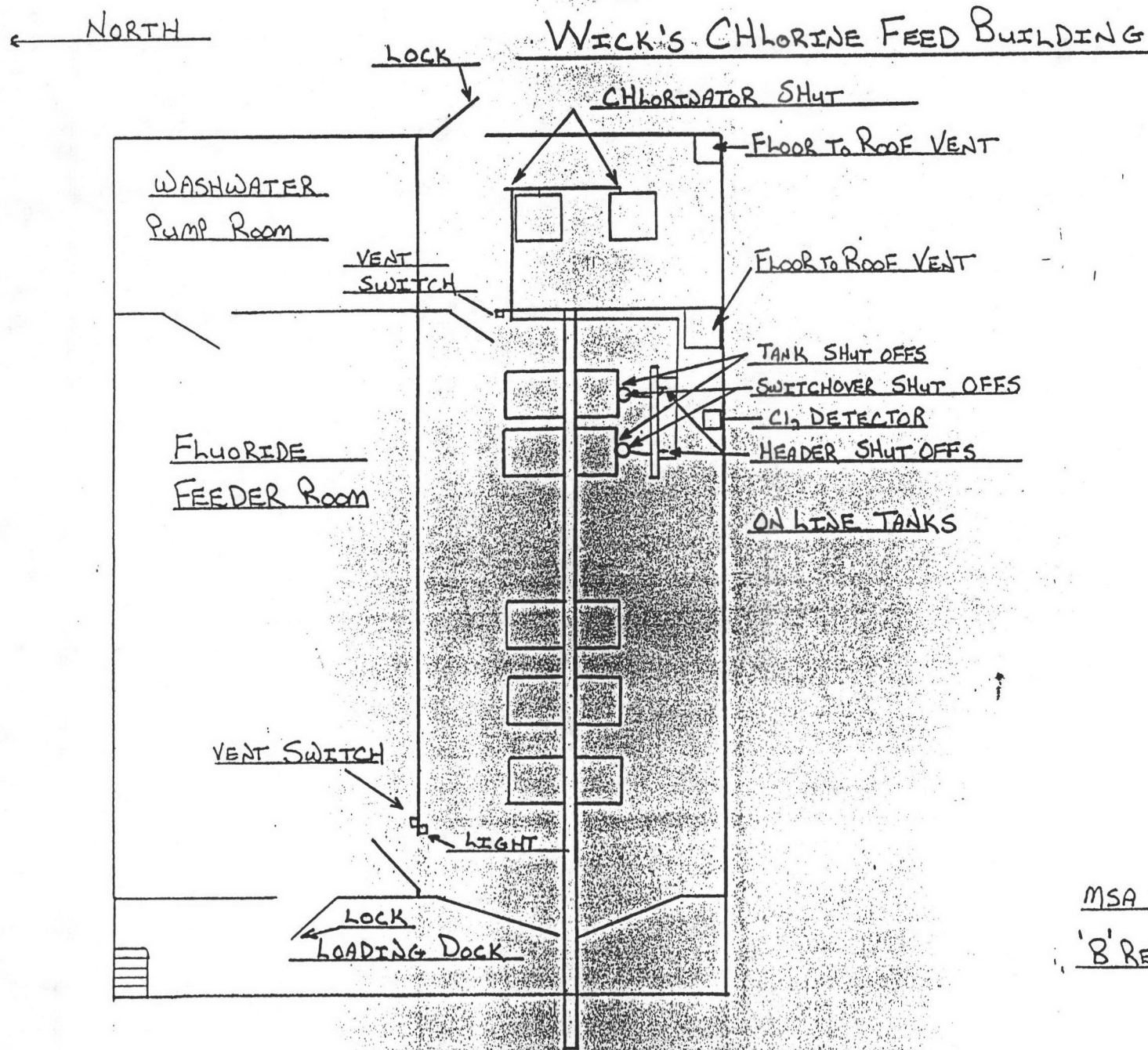
12) If feeder line repair is necessary, proper tubing can be replaced and the system re-energized using proper precautions.

## 5. Evacuation

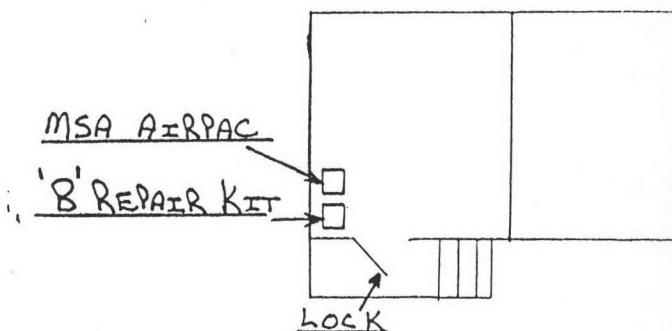
a. If the chlorine leak is determined to warrant the use of Emergency Personnel, the following contacts should be made:



- 1) Contact Emergency Personnel regarding the leak and the need for immediate evacuation procedures.
- 2) Vacate the area around the Wick's Water Treatment Plant.
- 3) Begin to alert those residents who are in the immediate area. The list of residents in the Upper Mill Creek community are attached at the end of this section.



PLUMBING BUILDING



UPPER MILL CREEK RESIDENT LISTING

For the purpose of notification in the event of an emergency evacuation the following is a listing of the current residents of the Upper Mill Creek Community. The order of identification begins with the closest residents first.

1)	6620 Reservoir Road	Ron & Sharon Yonish	296-4795
2)	6619 Reservoir Road	Barney & Pam Woodford	296-6396
3)	6615 Reservoir Road	Ron & Arlene Gifford	298-5648
4)	6599 Reservoir Road	Mike & Jane Robinson	296-4532
5)	6593 Reservoir Road	Larry & Paula Faircler	296-2473
6)	6590 Reservoir Road	Richard & Bonnie Sudeith	296-9852
7)	6585 Reservoir Road	Doris Brantner	296-6938
8)	6582 Reservoir Road	June Wassenmiller	296-4839
9)	6572 Reservoir Road	Calyton (Whitey) Hilmoe	296-6626
10)	6569 Reservoir Road	Maxwold	298-5342
11)	6562 Reservoir Road	Fredrick & Victoria Davis	296-3706
12)	6555 Reservoir Road	Monette	
13)	6550 Reservoir Road		
14)	6851 Mill Creek Road	Don Felker	296-4051
15)	6820 Mill Creek Road		
16)	6700 Mill Creek Road	Michael & Ann-Gale Peterson	298-8872

Compiled: August, 1987

Update: \_\_\_\_\_

Update: \_\_\_\_\_

OIL AND HAZARDOUS MATERIALS RESPONSE PLAN  
DISTRIBUTION LIST

<u>Department</u>	<u>Supervisor</u>	<u>Signature</u>
City Manager	Paul Koch	_____
City Clerk	Barbara Schroeder	_____
Finance	Joanet Gray	_____
Community Development	Jack Lesch	_____
Public Works	Jerry Betts	_____
Building	Bob Johnson	_____
Utilities	William Keyser	_____
Fire	Al Jones	_____
Police	Paul Nagy	_____

## RECORD OF CHANGES

ATTACHMENT 4 - Page 2 of 2