

**METROPOLITAN EXPOSITION-RECREATION COMMISSION**

**Resolution No. 217**

Authorizing the Chairman and Secretary-Treasurer to enter into an agreement with Harsch Investment Corporation for the purpose of installing and maintaining an oil interception system at the South wall of Portland Civic Stadium.

The Metropolitan Exposition-Recreation Commission finds:

1. That there has been a ground water oil contamination problem at the South wall of Portland Civic Stadium that had worsened during the past year and a half.

2. That Commission Staff having previously contacted the Department of Environmental Quality, recontacted them regarding the oil contamination.


3. That the DEQ subsequently investigated the situation and determined that the contamination was potentially due to heating oil leakage or spillage from the apartments across twentieth avenue, currently managed by Harsch Investment Corporation.


4. That Harsch Investment Corporation assumed responsibility for the clean-up of the contamination and devised a system for the clean-up acceptable to both the DEQ and Commission Staff.

5. That this system would be installed on Multnomah Athletic Club property and would be maintained by the Commission Staff.

BE IT THEREFORE RESOLVED that the Metropolitan Exposition-Recreation Commission authorize the Chairman and Secretary-Treasurer to enter into an Agreement with Harsch Investment Corp. for the purpose of installing an oil interception/separation device at the area of the South wall of Portland Civic Stadium, such device to be maintained by Commission Staff at the site.

Passed by the Commission on February 10, 1993.

  
Chairman

  
Secretary/Treasurer

Approved as to Form:

  
Metro Asst. Legal Counsel

# Metropolitan Exposition - Recreation Commission

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

February 1, 1993

TO: MERC Commission

FROM: Mark Hunter *MP*

RE: Oil Contamination Remedy, Civic Stadium

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### Background

In 1980, Staff identified a small amount of oily material that was seeping out under the South Wall of the Stadium Grandstand during periods of heavy rain. As time progressed, the volume of this material increased and decreased until the last two years when a steadily increasing flow with the water was noticed as being significantly more than previous years. This occurrence prompted Staff to recontact DEQ representatives, previously notified of the seepage. Due to the amount of the seepage, DEQ was prompted to investigate the source of the problem. The substance turned out to be heating oil, as suspected, and was thought to have originated at the Portland Towers apartment building across 20th avenue from the Stadium. The present owners of the property, Harsch Investment, were contacted by DEQ and subsequently asked to assess the potential for their involvement. Harsch subsequently at some expense performed the necessary assessment work.

Harsch Investment has since agreed to install an oil capturing system on Multnomah Athletic Club property, which would prevent the oil from going into a combined storm/sanitary sewer system or on to the Stadium roadway as now occurs. This system would be easily cleanable and would be monitored with minimal effort, perhaps 15 minutes per month, by Stadium staff.

The proposed system and method of installation and maintenance has been agreed upon by Staff, Harsch Investment and the DEQ as being the best solution to the problem.

### Financial Impact

There is no initial cost to the Commission. Maintenance costs in Staff time should amount to no more that \$10.00 per month during the rainy season. During dryer months, maintenance will be zero.

### Recommendation

Staff recommends that the Commission enter into an agreement prepared between Harsch Investment and Metro Counsel for the purpose of installing an oil interception system to capture oil seepage at the south wall of the Civic Stadium.

**AGREEMENT  
BETWEEN HARSCH INVESTMENT CORP.  
AND  
METROPOLITAN EXPOSITION-RECREATION COMMISSION**

This Agreement is made on this 10<sup>th</sup> day of February 1993, between HARSCH INVESTMENT CORP. (Harsch), and the METROPOLITAN EXPOSITION-RECREATION COMMISSION (Metro ERC), a commission of Metro.

**RECITALS**

1. Metro ERC retains access to real property located at the north portion of the block created by the intersections of S.W. 20th Avenue, S.W. 18th Avenue and S.W. Morrison Street, Portland, Oregon, on which it operates Portland Civic Stadium. The south portion of the block is occupied by the Multnomah Athletic Club (MAC).
2. Harsch desires to enter upon Metro ERC accessed property in order to install environmental remediation equipment on a portion of the Metro ERC accessed property as required by or in accordance with applicable environmental laws and regulations or as required by or acceptable to regulatory agencies.
3. The parties desire to enter into this Agreement to allow Harsch or its representatives to install the above equipment and to enter onto Metro ERC accessed property, subject to the conditions of this Agreement, for the purposes of performing work authorized by this Agreement.
4. Harsch has entered into a similar agreement with MAC for the purposes of entering property owned and occupied by MAC.

## AGREEMENT

NOW, THEREFORE, IN CONSIDERATION OF the mutual covenants and agreements herein contained, the parties hereto do hereby covenant and agree to and with each other as follows:

1. Subject to this Agreement, Metro ERC grants permission to Harsch, its personnel, employees, agents, contractors and consultants to enter onto its property to conduct the activities summarized above at Recital No. 2. Access granted under this Agreement to Harsch and its authorized representatives shall be for the sole purpose of undertaking these activities.

2. Harsch shall provide Metro ERC with reasonable notice in advance of any entry onto Metro ERC accessed property under this Agreement. In order to be able to address exceptional circumstances, this provision will be waived by both parties in the instance of such exceptional circumstances. "Exceptional circumstances" means those conditions which are out of the ordinary course of events as contemplated by the scope of this Agreement and which require immediate or expedited action.

3. Harsch shall not cause or permit any activities on the Metro ERC accessed property carried out pursuant to this Agreement to be performed in a manner that unreasonably interferes with the use or enjoyment of the property by Metro ERC, and at all times Harsch and its consultants shall exercise due care in performing any activities on Metro ERC accessed property.

4. Following the installation of the equipment by Harsch and the successful operation of the equipment by Harsch, for a period not to exceed six months,

Metro ERC agrees to maintain and operate the remediation equipment installed by Harsch pursuant to this Agreement on Metro ERC accessed property and MAC property until the remediation activities are completed according to generally acceptable environmental engineering standards and until the appropriate regulatory agencies permit the cessation of such remediation activities.


5. This Agreement shall be irrevocable once executed.

6. The rights of the parties under this Agreement shall be governed by the laws of the state of Oregon.

7. Neither this Agreement nor any work performed thereunder shall constitute or be interpreted or construed as a waiver, abandonment or satisfaction of any claims by Metro ERC under any federal, state or local law for any purpose whatsoever.

IN WITNESS WHEREOF, the parties hereto are authorized to and have executed this Agreement on the date set forth above.

HARSCH INVESTMENT CORP.

By:   
Harold A. McLoud  
Vice President of Finance

*February 24, 1993*

METROPOLITAN EXPOSITION-  
RECREATION COMMISSION

By:   
Chairman

By:   
Secretary-Treasurer

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