FILE

Port of Portland

Box 3529 Portland, Oregon 97208
503/231-5000
TLX: 474-2039

November 14, 1989

Oregon Department of Environmental Quality
Hazardous and Solid Waste Division
Hazardous Waste Section
811 S.W. 6th Avenue
Portland, OR 97204

QUARTERLY HAZARDOUS WASTE GENERATOR REPORT - PORT OF PORTLAND

Copies of manifests for all hazardous waste shipments made during the third quarter of 1989 are enclosed. This report is for the following Port of Portland facilities:

Portland Ship Repair Yard	ORD000643569
Portland-Hillsboro Airport	ORD981771306
PDX Fire Department	ORD981771363
PDX Maintenance	ORD981771421
Terminal 4	ORD981771546
Terminal 6 Gearlocker	ORD981771603
Terminal 4 Maintenance	ORD980983092

No additional waste was used, reused, or reclaimed on-site during this time period.

As required by OAR 340-102-041, the following certification is made:

" I certify under penalty of law that I have personally examined and am familiar with the information submitted in this demonstration and all attached documents, and that, based on my inquiry of those individuals immediately responsible for obtaining the information, I believe that the submitted information is true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment. "

Russ Korvola, Environmental Management Specialist
Environmental Services Division

11/14/89
Date

If you have any questions or require additional information, please contact me at 231-5000, extension 608.

Enclosures
1926E/rk/III89

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_____ _____

Russ Korvola, Environmental Management Specialist Date
Environmental Services Division

If you have any questions or require additional information, please contact me at 231-5000, extension 608.

Enclosures
1926E/rk/III89

Port of Portland

PERMIT AND RIGHT-OF-ENTRY

No._____

Date Issued: November 30, 1989

Hall Buck Marine, Inc.
P. O. Box 03838
Portland, Oregon 97203

The Port of Portland hereby grants to Permittee the right to enter upon and use the below-described premises in accordance with the terms and conditions set forth below and printed on the reverse side of this document.

Premises and Permitted Use: Berth 412 and associated equipment for purposes of loading bulk ships scheduled not later than the term hereof.

Term of Permit: The effective date of this Permit and Right-of-Entry shall be from November 30 1989, to December 31, 1989.

Special ~~Insurance~~ Requirements: See attached Exhibit A and subject to the terms and conditions of Hall-Buck's 12/29/88 letter attached, and subject to permission of use by the Oregon Department of Enviomental Quality. Hall-Buck will inspect the dock at the end of each vessel operation to assure the continued use of the berth is a prudent business risk. The Port reserves the right to revoke this permit of entry at its sole discretion.

Compensation to be Paid by Permittee: Current throughput charge as per lease agreement

Both parties agree to be bound by the terms and conditions of this Permit and Right-of-Entry.

PERMITTEE

Signature: [signature]

Typed Name: Kermit Pitre

Title: Terminal Manager

Date: November 30, 1989

PORT OF PORTLAND

Authorized By: [signature]

Title: Director, Maritime Operations & Services

This form has been approved as to Legal Sufficiency by the Port's Legal Counsel. Any Special Insurance required by this Permit and Right-of-Entry shall be determined by the Port's Risk Management Division. All terms and conditions printed on the reverse side of this document are incorporated by reference herein and shall apply to this Permit and Right of Entry.

A. Premises
Permittee shall use the Premises solely for the business or purposes set forth in this Permit and Right-of-Entry.

B. Basic Payment
Permittee shall pay the Port all fees and charges in accordance with the provisions set forth herein.

C. Place of Payments
Payment shall be to Port at the Port of Portland, P.O. Box 3529, Portland, Oregon 97208, or such other place as Port may designate. All amounts not paid by Lessee when due shall bear interest at the rate of eighteen percent (18%) per annum. The interest rate of eighteen percent (18%) on overdue accounts is subject to periodic adjustment to reflect the Port's then current interest rate charged on overdue accounts.

D. Port's Right to Terminate
Nothwithstanding any provision contained herein, the Port or its authorized representive may terminate this Permit and Right-of-Entry verbally or in writing, at its convenience or for Permittee's default. Upon notice of termination, the Permittee shall immediately leave the Premises. Permittee's obligations and liability to the Port shall survive termination. Unless waived by the Port, the Permittee shall restore the Premises to its condition at the commencement hereof, ordinary wear and tear excepted.

E. Indemnity
Permittee is an independent contractor and agrees to fully indemnify, save harmless and defend the Port, its commissioners, officers and employees from and against all claims and actions and all expenses incidental to the investigation and defense thereof, based upon or arising out of damages or injuries to persons or property, caused by the fault or negligence in whole or in part of the Permittee, its agents, contractors, or employees in the use or occupancy of the Premises.

F. No Benefit to Third Parties
The Port and Permittee are the only parties to this Permit and Right-of-Entry and as such are the only parties entitled to enforce its terms. Nothing in this Permit and Right-of-Entry gives or shall be construed to give or provide any benefit, direct, indirect, or otherwise to third parties unless third persons are expressly described as intended to be beneficiaries of its terms.

G. Insurance
In addition to any special insurance requirements, Permittee shall maintain comprehensive general and automobile liability insurance for the protection of Permittee and the Port, its directors, officers, servants, and employees, and insuring Permittee against liability for damages because of personal injury, bodily injury, death, or damage to property, including loss of use thereof, and occuring on or in any way related to this Permit and Right-of-Entry caused by Permittee's use of the Premises with insurance of not less than one million and No./100 Dollars ($1,000,000) combined single limit per occurrence for bodily injury and property damage. Such insurance shall name the Port, its commissioners, officers, and employees as additional named insureds with the stipulation that this insurance, as to the interest of the Port only therein, shall not be invalidated by any act or neglect or breach of contract by the Permittee. The coverage provided by this policy shall be primary and any other insurance carried by Port is excess.

Permittee shall maintain in force Workers' Compensation insurance coverage for Employers' Liability and, if applicable, Longshore and Harbor Workers' Commpensation Act. If Contractor is a qualified self-insured employer a copy of Contractor's Certificate of Compliance and a certificate of insurance evidencing excess insurance shall be forwarded to Port upon execution of this Permit and Right-of-Entry.

Permtitee shall furnish to the Port a certificate as attached evidencing the date, amount and type of insurance that has been procured pursuant to this Permit and Right-of-Entry. All policies of insurance will provide for written notice to the Port and the Permittee before such policies may be revised, nonrenewed, or cancelled.

H. Assignment of Interest of Rights
Permittee shall not in any manner, directly or indirectly, by operation of law or otherwise, sublease, assign, transfer or encumber any of Permittee's rights granted by this instrument. Any attempted assignment or transfer shall be void.

I. Attorney Fees
If suit or action is instituted in connection with any controversy arising out of this Permit and Right-of-Entry, the prevailing party shall be entitled to recover in addition to costs such sum as the court may adjudge reasonable as attorney fees, or in the event of appeal as allowed by the appellate court.

J. Warranties/Guarantees
The Permittee acknowledges that it has inspected the Premises and has found them to be completely acceptable and safe for Permittee's intended use. Port makes no warranty, guarantee, or averment of any nature whatsoever concerning the physical condition of the Premises, and it is agreed that Port will not be responsible for any loss, damage or costs which may be incurred by Permittee by reason of any such physical condition.

K. Compliance with Law
Permittee shall comply with all applicable state, federal, and local laws, including but not limited to, FAA regulations, City of Portland zoning ordinances and laws, rules, regulations, and policies concerning equal opportunity, nondiscrimination, Workers' Compensation, and minimum and prevailing wage requirements.

L. Notices
All notices required under this Agreement shall be sent to the address set forth in this Permit and Right-of-Entry.

Invoice Number: HW91GEN-0223
EPA ID: ORD980983092

Facility Name: PORT OF PORTLAND TERMINAL 4 DRY BULK HANDLING FACI
Location: 11040 N. LOMBARD
PORTLAND

Manifest Number	TSD EPA ID / TSD Name	Shipping Date	Receiving Date
69427	ORD092895481 SAFETY KLEEN CORPORATION	26-JAN-89	26-JAN-89
31791	ORD092895481 SAFETY KLEEN CORPORATION	09-FEB-89	09-FEB-89
60466	ORD092895481 SAFETY KLEEN CORPORATION	10-MAR-89	10-MAR-89
24219	ORD092895481 SAFETY KLEEN CORPORATION	27-MAR-89	27-MAR-89
89992	ORD092895481 SAFETY KLEEN CORPORATION	11-APR-89	12-APR-89
40946	ORD092895481 SAFETY KLEEN CORPORATION	22-MAY-89	23-MAY-89
89383	ORD092895481 SAFETY KLEEN CORPORATION	02-JUN-89	05-JUN-89
35398	ORD092895481 SAFETY KLEEN CORPORATION	18-JUL-89	18-JUL-89
83501	ORD092895481 SAFETY KLEEN CORPORATION	28-JUL-89	28-JUL-89
84710	ORD092895481 SAFETY KLEEN CORPORATION	28-AUG-89	28-AUG-89
34822	ORD092895481 SAFETY KLEEN CORPORATION	08-SEP-89	08-SEP-89

Manifest Number	#	Data From	Metric Tons	Pounds	Gallons	Waste Code	Waste Description
69427	1	Generator	.0205	45		5 D001	NON-LISTED IGNITABLE
31791	1	Generator	.0205	45		5 D001	NON-LISTED IGNITABLE
60466	1	Generator	.0205	45		5 F002	HALOGENATED SOLVENTS AND STILL BOTTOMS
24219	1	Generator	.0205	45		5 D001	NON-LISTED IGNITABLE
89992	1	Generator	.0205	45		5 D001	NON-LISTED IGNITABLE
40946	1	Generator	.0205	45		5 D001	NON-LISTED IGNITABLE
89383	1	Generator	.0205	45		5 D001	NON-LISTED IGNITABLE
	2	Generator	.0205	45		5 F002	HALOGENATED SOLVENTS AND STILL BOTTOMS
35398	1	Generator	.0205	45		5 D001	NON-LISTED IGNITABLE
83501	1	Generator	.0205	45		5 D001	NON-LISTED IGNITABLE
84710	1	Generator	.0205	45		5 F002	HALOGENATED SOLVENTS AND STILL BOTTOMS
34822	1	Generator	.0205	45		5 D001	NON-LISTED IGNITABLE

Hazardous Waste Generated in 89 By PORT OF PORTLAND TERMINAL 4 DRY BULK HANDLING FACI (ORD980983092)

89901	WAD092300250	SAFETY KLEEN CORPORATION					26-SEP-89	26-SEP-89
	1 Generator	1.0425	2294	275	F003	FLAMMABLE ORGANIC SOLVENTS AND STILL BOTTOMS		
85315	ORD092895481	SAFETY KLEEN CORPORATION					27-SEP-89	27-SEP-89
	1 Generator	.0205	45	5	D001	NON-LISTED IGNITABLE		
37662	ORD092895481	SAFETY KLEEN CORPORATION						06-NOV-89
	1 TSD	.0205	45	5	D001	NON-LISTED IGNITABLE		
89578	ORD092895481	SAFETY KLEEN CORPORATION						20-NOV-89
	1 TSD	.0205	45	5	D001	NON-LISTED IGNITABLE		
	2 TSD	.0205	45	5	F002	HALOGENATED SOLVENTS AND STILL BOTTOMS		
56486	ORD092895481	SAFETY KLEEN CORPORATION					29-DEC-89	29-DEC-89
	1 Generator	.0205	45	5	D001	NON-LISTED IGNITABLE		

Total Metric Tons	Total Pounds	Total Gallons
1.3910	3060	367

224-200085-002

AMENDMENT NO. 2

TO AGREEMENT NO. 224-200085

A TERMINAL USE AGREEMENT

BETWEEN

THE PORT OF PORTLAND

AND

PACIFIC COMMERCE LINE

THIS AMENDMENT NO. 2 is made and entered into at Portland, Oregon, by and between THE PORT OF PORTLAND, a public corporation organized and existing under the laws of the State of Oregon, hereinafter called the "PORT," and PACIFIC COMMERCE LINE, hereinafter called "PCL."

WITNESSETH

WHEREAS, the PORT and PCL entered into a Terminal Use Agreement filed with the Federal Maritime Commission on January 19, 1988, hereinafter called "Original Agreement;" and Amendment 1 effective January 19, 1989, and

WHEREAS, Article V of the Original Agreement provided that rates are to be adjusted annually by mutual agreement to reflect changes in variable costs; and

WHEREAS, PCL wishes to exercise its option to extend the Original Agreement for the final one-year period pursuant to Article I;

NOW THEREFORE, in consideration of the mutual covenants and consideration herein described, the parties agree as follows:

1. The term of the Original Agreement is extended until January 18, 1991.

2. The lumber rates set forth in Article V of the Original Agreement are amended as follows:

Truck Unloading, Wharfage, and Service and Facility Charges:

Year 3:

Lumber	$5.86/MFBM up to 20 million
	$5.60/MFBM over 20 million
	$6.12/MFBM retroactive if PCL ships less than 40 MFBM a year

3. Parties agree that this Agreement shall terminate if PCL signs an agreement with Oregon Terminal Company (operator of Terminal 4) for Truck Unloading, Wharfage, and Service and Facility Charges prior to the expiration of this Agreement. The termination will be effective 10 days after notification by PCL is received by the Port. The Port will notify the FMC if this agreement is terminated.

4. Except as specifically modified by the AMENDMENT NO. 2, there are no other changes to the Original Agreement.

IN WITNESS WHEREOF, the parties hereto have subscribed names.

PACIFIC COMMERCE LINE

By _____ William L. Supak
Clyde L. Jacobs
President

Attest _____
Robert B. Wall
Line Manager, Japan

THE PORT OF PORTLAND

By _____ for
Robert L. Woodell
Executive Director

Attest _____
Darla Swensen
Assistant Secretary

Approved as to legal sufficiency

Tuck Wilson for _____
M. Brian Playfair
General Counsel

G:\PCLTUA2

FILE

DATE: JANUARY 30, 1990

TO: MYRON SALO

FROM: RUSS KORVOLA

SUBJECT: TERMINAL 4 PCBs

This memo is in response to the questions raised in your memo of January 23, 1990.

1. According to Tom Peterson, the project engineer for the removal of the PCB transformers, the material should be removed some time in February or March. Delays in signing a contract with GE have pushed out the removal date longer than anticipated.

2. The Port has requested that W.R. Grasle have their environmental cleanup contractor remove these drums from T-4, but so far we have received no response. A followup inquiry will be made with Grasle.

3. The electrical substation at T-4 which was the site of the PCB release involving W.R. Grasle has undergone a substantial amount of cleanup. However, closure of the cleanup process has not yet been accomplished. At this time, the EPA regional office in Seattle is reviewing the Port's proposal for final cleanup procedures for the facility.

   Until this proposal is accepted and the procedures completed, the site should continue to be considered a "PCB-contaminated" site. This status requires that any personnel working in the area wear appropriate protective gear, such as coveralls and boot covers. They must also insure that their activities do not cause any damage to the contaminated surfaces. If this sort of work must be done, additional protective measures will be required.

   There is no schedule established for completion of the cleanup procedures. When this is determined, I will let you know.

If you have any questions or require additional information, please contact me on extension 608.

cc: Bob Jenkins

2139E/rk/T4-PCB

Redacted

Port of Portland

PERMIT AND RIGHT-OF-ENTRY

No. T4-90-1

Date Issued: February 7, 1990

Robert G. Earle Inc.
P.O. Box 841
Tualatin, Oregon 97062

The Port of Portland hereby grants to Permittee the right to enter upon and use the below-described premises in accordance with the terms and conditions set forth below and printed on the reverse side of this document.

Premises and Permitted Use: Terminal 4 Gearlocker Building: Install equipment steam cleaning facility and associated water treatment system.

Term of Permit: The effective date of this Permit and Right-of-Entry shall be from February 5, 1990, to March 24, 1990.

Special Insurance Requirements: None

Compensation to be Paid by Permittee: None

Both parties agree to be bound by the terms and conditions of this Permit and Right-of-Entry.

PERMITTEE

Signature: Robert G. Earle

Typed Name: Robert G. Earle

Title: President

Date: February 7, 1990

PORT OF PORTLAND

Authorized By: [illegible]

Title: Facility Engineer, Marine Terminals

This form has been approved as to Legal Sufficiency by the Port's Legal Counsel. Any Special Insurance required by this Permit and Right-of-Entry shall be determined by the Port's Risk Management Division. All terms and conditions printed on the reverse side of this document are incorporated by reference herein and shall apply to this Permit and Right of Entry.

Form No. 139 1/87

T4T9000015

A. Premises
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F. No Benefit to Third Parties
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K. Compliance with Law
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L. Notices
All notices required under this Agreement shall be sent to the address set forth in this Permit and Right-of-Entry.

Port of Portland

PERMIT AND RIGHT-OF-ENTRY

No. T4-90-1

Date Issued: February 7, 1990

Robert G. Earle Inc.
P.O. Box 841
Tualatin, Oregon 97062

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Premises and Permitted Use: Terminal 4 Gearlocker Building: Install equipment steam cleaning facility and associated water treatment system.

Term of Permit: The effective date of this Permit and Right-of-Entry shall be from February 5, 1990, to March 24, 1990.

Special Insurance Requirements: None

Compensation to be Paid by Permittee: None

Both parties agree to be bound by the terms and conditions of this Permit and Right-of-Entry.

PERMITTEE

Signature:

Typed Name: Robert G. Earle

Title: President

Date: February 7, 1990

PORT OF PORTLAND

Authorized By: [signature]

Title: Facility Engineer, Marine Terminals

This form has been approved as to Legal Sufficiency by the Port's Legal Counsel. Any Special Insurance required by this Permit and Right-of-Entry shall be determined by the Port's Risk Management Division. All terms and conditions printed on the reverse side of this document are incorporated by reference herein and shall apply to this Permit and Right of Entry.

Form No. 139 1/87

T4T90000156

Port of Portland

FACSIMILE (FAX) COVER LETTER

Date: 2/7/90

FROM: Ted Winter

To: Robert G. Earle

FAX Number: 650-0025

Fax Number: 503-231-5493

Location:

Total number of pages including this cover letter is: 3

Reference:

If any pages are missing, call 503-231-5000 ext. 396 as soon as possible.

cc:

Message:

Please fax back a preliminary signed copy. The original is in the mail for your signature.

Thanks

Form No. 373

3-89

T4T900001561

FROM ROBERT G. EARLE, INC. TO 2315493 P.01

ROBERT G. EARLE INC

[illegible] (602) 650-0000 FAX (602) 650-00[illegible]

F A X T R A N S M I T T A L

TO: [illegible]

[illegible] DATE: FEB 1, 1990

[illegible] FAX: 321-6993

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

REPLY REQUESTED (YES) OR (NO)

T4T900001562

OFFICE USE ONLY

Permit No. # 100510

COMPLETE PERMIT FEE SCHEDULE BELOW

JOB ADDRESS

NEAREST CROSS

ADDRESS

Signature

Signature

Job Valuation

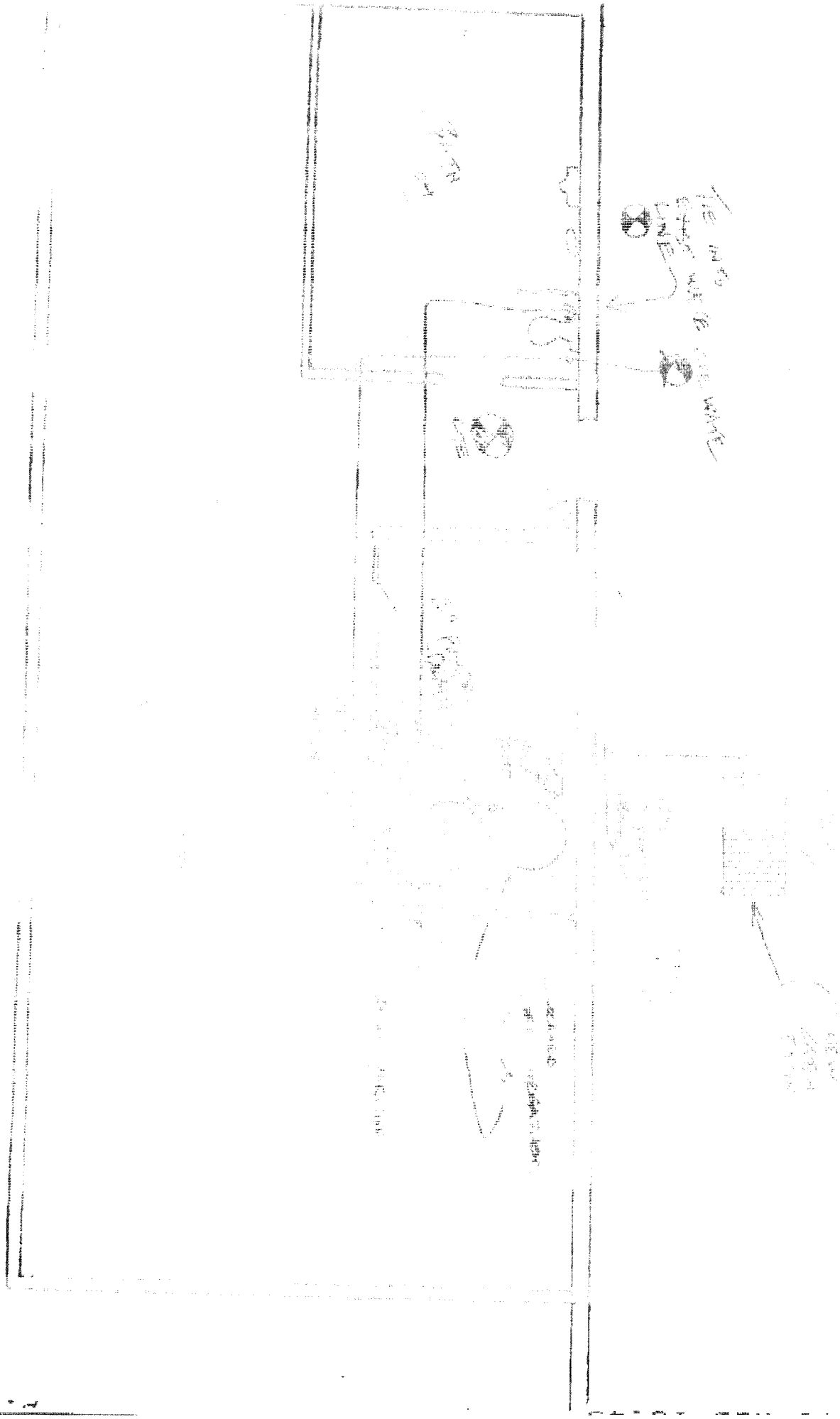
ENTER AMT:

$ 21.90

WHITE COPY TO PLUMBING SECTION . . . CANARY COPY TO B.O.B. FINANCE . . . PINK COPY TO DATA ENTRY . . . GOLDENROD TO PERMITTEE

CASH _____ CHECK _____ TF _____ BUC _____

T4T900001563



T4T900001564

ROBERT G. EARLE INC.
TOLL FREE (800) 440-0392 FAX (503) 850-0025

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

ROBERT G. FARLE INC.

Date issued February 7, 1990

19 90