

City of Muskegon
Groundwater Monitoring Well Installation Application and Permit
 (Encroachment Permit Agreement)

Permit Number:	Date issued:	Permit Fee:	Other:
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If applicant hires a contractor to perform work, BOTH shall assume responsibility of the Permittee for the provisions of this Application and Permit

APPLICATION

APPLICANT – Please Print		CONTRACTOR – Please Print	
Name		Name	
Street		Street	
City	State	City	State
	Zip		Zip
Phone	Fax	Phone	Fax

Permittee proposes to install, repair, or maintain groundwater monitoring well(s) (“the encroachment”), in or abutting a street, alley, sidewalk, park, terrace, or other property controlled or owned by the City of Muskegon, as described below (**Permittee shall attach a site map to scale which shows each monitoring well location**):

Street Name & Address/General Description (legal description may be required):	Location (Cross streets between which property is located or nearest intersection):
Project Description/Purpose:	
Proposed Start Date:	

Monitoring/Observation Well Information

Drilling Company (if different than Contractor):	Proposed Well Depth (ft.):	Well name or #:
Purpose of Monitoring Well Installation: <input type="checkbox"/> Part 211/213 Site <input type="checkbox"/> Part 201 Site <input type="checkbox"/> Part 111 Site <input type="checkbox"/> Phase II ESA/ AAI <input type="checkbox"/> BEA <input type="checkbox"/> Other (specify)		

Applicant/Authorized Agent Signature – If Authorized Agent, I certify that I am acting as Authorized Agent on behalf of named Applicant.

Name:

PERMIT

PERMIT AGREEMENT: This permit is made and entered into by and between the City of Muskegon, a municipal corporation (City), and the Permittee (indicated above). Therefore, the City does hereby grant unto Permittee the privilege of constructing, installing, maintaining, repairing, and performing all necessary functions relating to the monitoring well installation (encroachment), and for that purpose to enter the property, for the term herein stated. This permit shall be effective on the date shown above, and shall not occur before the delivery to the City of the required evidence of insurance coverage and bonding information, and only after approval of this permit by the City Commission, at which time the permit shall become effective. **The attached Permit Requirements & Conditions are incorporated herein by reference and constitute an integral part of this permit.**

This permit is subject to the following special conditions:
Required Bond Amount: \$ _____

Witnesses:

CITY OF MUSKEGON:

By _____

_____, Mayor

And _____

_____, Clerk

APPLICANT: _____

CONTRACTOR: _____

City of Muskegon

Groundwater Monitoring Well Permit Application – Requirements & Conditions

1. **Fees and Costs.** A one-hundred dollar (\$100.00) non-refundable fee is required for processing of this request. At the time the permit is issued, the permittee shall pay an administrative handling fee of \$10.00 per well per year, which fees shall be deposited in advance for the entire term of this permit.
2. **Monitoring Well Installation Requirements:**
 - a. Top of well casing shall be flush-mounted (unless written permission is otherwise granted by the City) and equipped with a sturdy lockable, water-tight cover. Each monitoring well must be permanently labeled in the field so that it is readily identifiable, and coincides with the designations provided on the scaled map referenced in Section 2(d) below. Monitoring well(s) shall be constructed in accordance with generally accepted industry standards.
 - b. The Permittee shall provide the City with at least 72 hours written advance notice prior to starting work at the site.
 - c. Permittee must maintain and repair, as necessary, the monitoring well(s) and any associated equipment. Upon completion of the use of the monitoring well(s), all wells shall be properly abandoned in accordance with current Michigan Department of Environmental Quality (MDEQ) standards. At least 72 hours advance written notice shall be given to the City prior to monitoring well abandonment activities. Permittee shall provide the City with a copy of a monitoring well abandonment report in acceptable form.
 - d. Following installation of any monitoring wells in accordance with this permit, Permittee shall provide the City with a scaled map or figure specifically identifying the locations of the monitoring wells. References to the location of wells shall be measured from permanent monuments, structures, streets and/or intersections.
 - e. Any costs, expenses, or liability for environmental response or remediation shall be considered as restoration and shall be the sole responsibility of the Permittee.
 - f. Permittee warrants and represents that it has all required permits, licenses or approvals from the Michigan Department of Environmental Quality, or other governmental department or agency with jurisdiction over Permittee's activities.
 - g. The City reserves the right to require the Permittee to remove all or any well(s) if in the sole opinion of the City it is necessary to facilitate other improvements within the right-of-way, with no reimbursement of costs to Permittee or its contractor.
 - h. The City and/or its agents are not responsible for any injury or damage caused by Permittee, its contractor, their representatives, employees, or agents.
 - i. The Permittee shall provide a copy of the data collected from the monitoring well(s) to the City, upon request.
3. **Specifications.** All work performed under this permit must be done in accordance with plans, specifications, maps, and statements filed with and approved by the City, and must comply with the City's current ordinances and specifications on file with the City of Muskegon.
4. **Miss Dig.** In all cases, there must be compliance with Public Act No. 53 of 1974 (MCL 460.701 et seq.) regarding the protection of underground utilities. Call Miss Dig at (800) 482-7171. The Permittee assumes all responsibility for damage to or interruption of underground utilities.
5. **Bond.** Before this permit becomes valid, the Permittee must file with the City Clerk a bond, in a form and amount acceptable to the City at the time the permit is issued. The bond must be posted before any work begins, and must remain in force during the entire term of the permit and be in such amount sufficient to guarantee to the City the cost of proper monitoring well abandonment.
6. **Insurance.** The Contractor shall at all times carry insurance in the following or greater amounts. The insurance shall be issued by companies acceptable to the City, licensed in the State of Michigan. The City shall be named as additional insured on policies of liability insurance. The Permittee shall file certificates or policies evidencing such insurance coverage annually with the City. Insurance policies or certificates shall provide that the City be given thirty (30) days written notice before a cancellation or change in coverage may occur. Valid insurance coverage, acceptable to the City, shall be maintained until such time as the monitoring well is properly abandoned.

<u>Type</u>	<u>Limits</u>
Workers' Compensation	Statutory
Professional Errors and Omissions	\$1,000,000/claim, \$1,000,000/aggregate
Liability (including pollution liability coverage)	
Commercial General Liability	\$1,000,000/occurrence, \$1,000,000/aggregate
(including blanket contractual liability coverage)	
Automotive Liability	\$500,000/person
Bodily Injury	\$500,000/occurrence
7. **Indemnification.** The Permittee shall indemnify and hold harmless the City of and from any liability for claims, damages, costs, expenses, or fees, including any attorney fees, or fines or awards brought against or charged to the City by any person, firm, or corporation on account of or arising from the privilege hereby granted to the Permittee or the activities of the Permittee related to the installation, maintenance, repair, or abandonment of monitoring wells. This indemnification obligation shall include all liabilities for environmental damage or releases of hazardous substances subject to any governmental or third party action. "Hazardous substance" is defined as any chemical, substance or material constituting a prohibited or regulated substance under governmental law, rule, statute, or regulations in force at any time, or any substance

with respect to which any present or future federal, state, or local environmental law or governmental agency requires environmental investigation, monitoring or remediation.

8. **Term of Permit.** The privilege granted by this permit shall continue for a period of five (5) years from the date of signature. Renewal payment of appropriate fees shall continue in five (5) year intervals, due on the first day of May, unless terminated in accordance with Paragraph 11 below.
9. **Limitation of Permit.** This permit does not relieve the Permittee from meeting applicable laws and regulations of other governmental agencies or departments. The Permittee is responsible for obtaining additional permits or authorizations, as necessary, which may be required in connection with this work from other governmental agencies, public utilities, private entities and individuals, including property owners.
10. **Assignment.** This permit shall be binding upon the respective heirs, representatives, successors, and assigns of the Permittee.
11. **Permit Revocation or Surrender.** The City may cancel and revoke this permit at any time upon giving the Permittee fourteen (14) days of written notice, with no refund of the fees required in Paragraph 1. The Permittee may surrender the permit hereby granted at any time upon giving the City fourteen (14) days of written notice, with no refund of the fees required in Paragraph 1. Upon the voluntary relinquishment or abandonment of this privilege, or upon cancellation or revocation thereof by the City, the Permittee shall properly abandon the monitoring well(s) as described in Paragraph 2 and restore the property at the Permittee's expense and in a manner satisfactory to the City; and in default thereof shall be liable to the City for any cost, damage, or expense the City may sustain in such restoration.
12. **Violation of Permit.** In the event the Permittee fails or refuses to conform to any of the terms and conditions of this permit, the privilege hereby granted shall immediately terminate and become null and void.