

*quelly executed***ORDINANCE NO. 150-17**

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH ARCADIS TO ALLOW INSTALLATION OF A MONITORING WELL WITHIN THE CITY PARKING LOT ON SOUTH COURT STREET.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MEDINA, OHIO:

- SEC. 1:** That the Mayor is hereby authorized and directed to enter into an Agreement with ARCADIS to allow installation of a monitoring well within the City Parking Lot on S. Court Street.
- SEC. 2:** That a copy of the Agreement is marked Exhibit A, attached hereto and incorporated herein.
- SEC. 3:** That it is found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with the law.
- SEC. 4:** That this Agreement shall be authorized subject to the Law Director's final approval.
- SEC. 5:** That this Ordinance shall be in full force and effect at the earliest period allowed by law.

PASSED: October 10, 2017

SIGNED: James A. Shields
President of Council Pro-Tem

ATTEST: Kathy Patton
Clerk of Council

APPROVED: October 10, 2017

SIGNED: John M. Coyne, III
Acting Mayor

ORD 150-17
Exh. A

Mr. Patrick Patten, City Engineer,
City of Medina
Medina City Hall
132 N. Elmwood Avenue
Medina, Ohio 44256
330.721.4721

Arcadis U.S., Inc.
110 West Fayette Street
Suite 300
Syracuse
New York 13214-0066
Tel 315 446 9120
Fax 315 449 0017
www.arcadis.com

Subject:

Request for Access to Property Located at City Parking Lot on South Court
Street, Medina, Ohio.

Environment

Date:

October 5, 2017

Dear Mr. Patton:

Arcadis U.S. Inc. (Arcadis) now represents BP as the lead environmental consultant for the ongoing environmental investigation at the current Busy Bee Muffler, the former BP Service Station (BP Court Street), located at 301 South Court Street, Medina, Ohio.

Contact:

Joshua Oliver, P.G.

Phone:

315.671.9278

As part of this investigation, Arcadis requests to access your property located at the City Parking Lot on South Court Street, north of the current Busy Bee Muffler 301 South Court Street, Medina, Ohio in order to perform certain environmental activities. The activities involve collecting soil samples and drilling a monitoring well (Activities).

Email:

joshua.oliver@arcadis.com

Our ref:

GP16BPNA.OH32

Presently, Arcadis is requesting permission to collect soil samples and install a monitoring well at one (1) of the two (2) locations on your property as shown on the attached Site Plan (proposed location is marked on the attached figure). The first of the 2 locations is in the grassy median area in the center of the parking lot. The other proposed location is on the white line at the south side of the parking area, between parking spaces to allow access regardless if vehicles are parked in the area. The soil samples will be collected using a small track-mounted GeoProbe rig to an approximate depth of 15 feet. Monitoring well will be constructed to be flush with the ground and located in the grassy median or paved parking area. The installation of the monitoring well will take approximately one day to complete but will need to be accessed during future events. Arcadis will contact you prior to accessing the property.

Arcadis will conduct its Activities to minimize any disruption to your property and at no cost to you. Any damage to your property that may occur as a result of the

Mr. Patrick Patton
October 5, 2017

soil sampling on your property will be repaired to pre-drilling conditions, including professional repair of the holes created in the asphalt parking lot.

Upon your written request, Arcadis agrees to provide you with the results of analytical testing performed by Arcadis regarding its Activities at the former BP Site and copies of all reports submitted to the Bureau of Underground Storage Tank Regulations (BUSTR) that reference those samples taken. Arcadis shall provide this information as a courtesy only. Use of any of the information contained in these documents is at your sole risk. BP and Arcadis will indemnify you from any third-party claims that arise out of BP or Arcadis' negligence associated with the Activities performed by BP or Arcadis on the former BP Site. Neither this Access Agreement nor the Activities on the former BP Site are an admission against BP's interests or an assumption of liability or waiver of any rights by BP.

If you agree with the terms of this letter, please indicate your approval by signing and dating one of the copies of this letter in the spaces provided below. Please return one copy of this document and put in the enclosed self-addressed stamped envelope. We will coordinate scheduling the field work at your convenience following receipt of the signed access agreement.

If you have any questions or require further information regarding this request, please contact me at 315-671-9278 or Joshua.oliver@arcadis.com.

Sincerely,

Arcadis U.S., Inc.



Joshua R. Oliver, P.G.
Project Manager
On behalf of BP Products NA

Enclosures:

Figures


- 1 Proposed Monitoring Well Site Plan

Attachments

- 1 Copy of Access Agreement
- 2 Self-addressed Stamped Envelope

Mr. Patrick Patton
October 5, 2017

The City of Medina owns the property located at City Parking Lot on South Court Street, Medina, Ohio and agree to give BP/Arcadis access to this property to perform a site investigation under the terms set forth in this letter.


Property Owner signature / Title John M. Coyne, Acting Mayor

City of Medina
Printed name of Property Owner

October 10, 2017
Date of authorization

(330) 725-8861
Telephone number

This SITE ACCESS AGREEMENT ("Agreement") made and entered into on this 10th day of October, 2017, by and among Arcadis U.S., Inc., ("Consultant"), and The City of Medina, ("Owners").

I. Recitals

The Consultant desires access to the site described in the attached Exhibit B ("Site") to engage in the activities specified in the attached Exhibit A.

In consideration of the mutual promises and for any other valuable consideration, the receipt and adequacy of which are hereby acknowledged, Owners and Consultant (the "Undersigned") agree as follows:

II. Terms and Conditions

A. **Site Access.** Owner hereby grants permission to Undersigned to enter the Site and engage in the activities specified in Exhibit A. Upon completion of the activities, the Undersigned will restore the Site to a condition substantially similar to its condition and repair at the time of the activities.

B. **Release.** As consideration for being afforded access to the Site, and unless specifically excluded herein, the Undersigned hereby waives, releases and discharges Owner, its parent and subsidiaries, affiliates and their respective stakeholders, directors, officers and agents from all present or future claims, causes of action, or demands that Undersigned now has or may hereafter accrue on account of any and all known and unknown, or seen and unforeseen bodily and personal injuries or property damage and the consequences thereof resulting, or which may result, from Undersigned's negligent activities upon the Site or the use of any equipment or procedures while on, entering or leaving the Site.

Claims arising out of existing site conditions, the negligence, acts, omissions or willful misconduct of Owner, its parent and subsidiaries, affiliates, and their respective shareholders, directors, officers and agents are excluded from this Release. Any damages directly caused by Owner related to the activities Consultant performs on the Site, will be the Owner's responsibility and the Owner shall be liable for such damages and the direct and actual costs to repair such damages.


C. **Data and Reports.** Owner understands and agrees that Consultant does not have any obligation or duty to disclose or report to Owner any information, data, reports or findings resulting from any activities or investigations on the Site.

D. **Insurance.** The Undersigned shall provide and maintain commercial general liability insurance against any and all claims for damages to person or property or loss of life or of property occurring upon the Site.

- E. **Successors.** This Site Access Agreement shall be binding on the successors and assigns of the Owner and the Undersigned. This agreement may not be assigned in whole or in part without the written consent of the Owner and the Undersigned.
- F. The Undersigned shall indemnify, defend, and save harmless Owner, its agents, employees, and others for whom Owner is responsible at law (collectively, "Indemnified Parties"), from and against any and all detriment, damages, losses, claims, demands, suits, costs or expenses, including attorneys' fees and expenses, which Indemnified Parties may suffer or sustain, or be subject to, directly or indirectly, for personal injury, death or property damage suffered by anyone whomsoever (including Indemnified Parties and the Undersigned) and arising out of or caused either wholly or in part by reason of the performance of the activities specified on the attached Exhibit A. The Undersigned further assumes all responsibility for, and agrees to defend, indemnify and hold Indemnified Parties harmless from: (a) all claims, costs and expenses, including reasonable attorneys' fees and expenses, as a consequence of any sudden or non-sudden pollution of air, water, land and/or ground water on or off the property; and (b) any claim or liability arising under federal or state law dealing with either such sudden or non-sudden pollution of air, water, land and/or ground water arising therefrom or the remedy thereof, directly or indirectly, from or in connection with the by reason of the activities specified on the attached Exhibit A. This indemnity shall survive for two years after the completion of the activities specified on the attached Exhibit A and termination or expiration of this Agreement.

Owner

By:




John M. Coyne, III
Acting Mayor

Date:

October 10, 2017

Consultant

By:



Theresa McGuire
Task Leader

Date

October 5, 2017

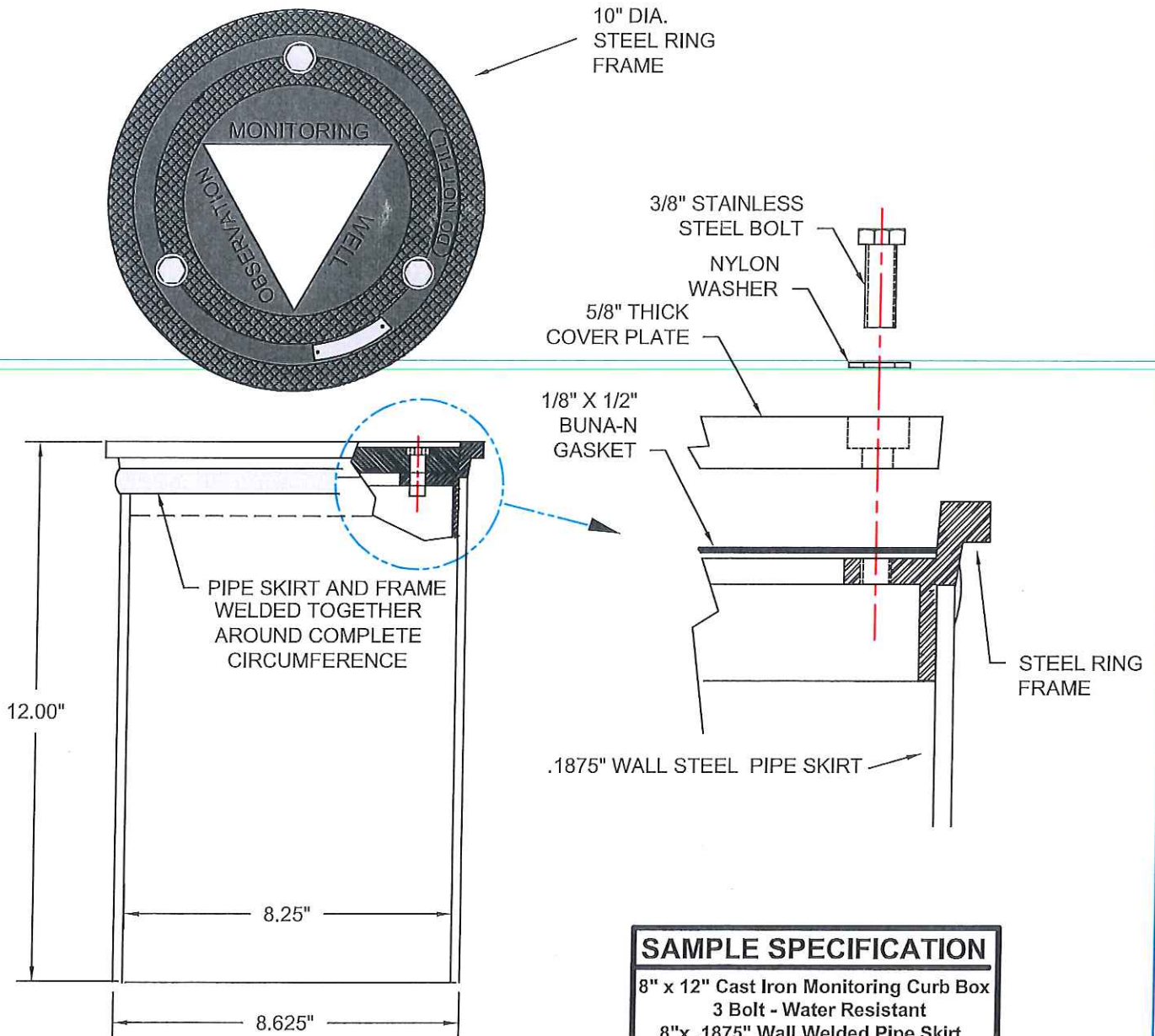
Exhibit A

Proposed Events

Soil Boring and Monitoring Well installation activities include:

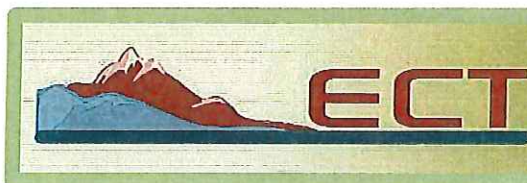
- Underground utility locating prior to excavation using ground penetrating radar;
 - Work area will be cordoned off to prevent public access (i.e. fencing, cones, etc.);
 - If proposed installation area is paved with asphalt, the asphalt will be broken up and removed;
 - Soil will be sampled during monitoring well installation;
 - Monitoring well construction details are attached;
 - Monitoring well will be completed with a Heavy Duty Flushmount (specifications attached);
 - If Monitoring well is installed in a paved area, the asphalt surrounding the monitoring well will be restored to match previous conditions;
 - Monitoring well will be sampled as needed until a No Further Action (NFA) is received from The Bureau of Underground Storage Tank Regulations (BUSTR);
 - Monitoring well abandonment will commence once BUSTR issues the NFA, estimated to be 3-5 yrs.
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8" EXTREME DUTY Monitoring Well Manhole MM8x12-XD



SAMPLE SPECIFICATION

8" x 12" Cast Iron Monitoring Curb Box
3 Bolt - Water Resistant
8"x .1875" Wall Welded Pipe Skirt
H-20 Load Rated
Weight 23 lbs



ECT MANUFACTURING
1-888-240-4328
www.ectmfg.com

