

ORDINANCE No. 2023-0-013

AN ORDINANCE UPDATING PERMIT NO. 87-0-003
ALLOWING AMEREN ILLINOIS COMPANY D/B/A AMEREN ILLINOIS TO CROSS
METRO EAST
SANITARY DISTRICT RIGHT OF WAY

THIS INDENTURE, made this 10th day of August, A.D., 2023, by and between the Metro East Sanitary District, a municipal corporation, organized and existing under the laws of the State of Illinois, party of the first part, hereinafter referred to as M.E.S.D. , and Ameren Illinois Company D/B/A Ameren Illinois, a public utility authorized to do business in the County of St. Clair, party of the second part, hereinafter referred to as Power Company.

1) WHEREAS, Power Company is desirous of acquiring the rights, privileges and authority to construct, operate and maintain a four inch (4") pipeline for the transportation of gas across the right of way lands for construction, Project No. 9 (Front Levee) of the M.E.S.D. at the location shown on the attached Illinois Power Company Drawing No. 39683, dated October 19, 1987.

2) WHEREAS, M.E.S.D. agrees to grant said right and permission to Power Company according to provisions contained herein.

3) NOW THEREFORE, be it ordained that the right, permission and authority is hereby granted to Power Company, its successors and assigns, to construct, operate, maintain, inspect, remove, repair and replace, as necessary, a 4-inch diameter pipeline, together with necessary fittings, appurtenances and attached facilities, within the M.E.S.D.'s right of way lands for Construction Project No. 9 (Front Levee), subject to the following provisions:

a. The installation, construction, and maintenance of pipeline and appurtenances by Power Company, as described herein, shall in no way interfere with the duties, actions, and operations of the M.E.S.D., or any of its authorized agents. The M.E.S.D. , or its authorized agents, may, at any time, inspect the conditions of said pipeline, and shall have the immediate authority to request that Power Company repair, relocate or remove, at the expense of Power Company, any part of said work found to be interfering with said M.E.S.D.'s operations and/or found to be in noncompliance with the terms of this permit. Failure to comply promptly with this request shall be justification for cancellation of the permit, and M.E.S.D. may obtain the services of other parties to perform the necessary repair, relocation or removal, at the expense of Power Company.

b. Power Company shall hold the M.E.S.D. free of any and all liability caused by any activities or work performed under any agreement of this permit, and shall indemnify and hold the M.E.S.D. harmless from all damages to life and property caused by flooding or inundation of lands adjacent to or contiguous to any of their construction, main tenance, or other activity on the M.E.S.D. right of way, and shall reimburse the M.E.S.D. for all costs and expenses incurred by said M.E.S.D. protecting itself against any legal action that may be brought against said M.E.S.D. by reason of any acts of said Power Company.

c. The Power Company shall also hold harmless the M E.S.D. for

any violations of the rules, regulations and/or requirements of any State, Federal or Municipal Environmental Protection Agency. Any changes in said pipeline necessitated by any such Agency requirement shall be at the expense of the Power Company.

d. Upon completion of construction of pipeline and appurtenances, Power Company shall restore the ditch premises to an equal or better condition than existed prior to construction activities, as recommended and approved by the U.S. Army Corps of Engineers in their Manual of Recommended Practices for Flood Control Works, copies of which shall be provided by M.E.S.D. to Power Company upon request. Upon the completion of said repairs, an inspection of the site shall be made by M.E.S.D. and/or its authorized agents, and the repairs approved. Should Power Company fail to restore the premises to an equal or better condition, M.E.S.D. shall have the right to obtain the services of other parties to perform such repairs at the expense of Power Company.

e. The permit hereinabove detailed shall be granted upon payment of Three Thousand Dollars (\$3,000.00) for said gas line, to be paid to M.E.S.D. prior to issuance. The permit expires 15 years from the effective date of this Ordinance which begins upon passing of the Ordinance by the M.E.S.D. Board of Commissioners.

The following is the form of acceptance to be executed by Ameren Illinois Company D/B/A Ameren Illinois.

The terms and provisions of the permit issued by the Metro East Sanitary District are hereby accepted, and Ameren Illinois Company D/B/A Ameren Illinois does hereby agree to all the terms, provisions and conditions hereof.

Dated this 10th day of August, 2023.

By: 
Janice Wenzel (Aug 10, 2023 21:28 CDT)

Ameren Illinois Company
D/B/A Ameren Illinois

By: 

Board President
Metro East Sanitary District

Attest:


Clerk