

10-1-84
184

MEMORANDUM OF AGREEMENT BETWEEN
THE DEPARTMENT OF THE ARMY AND THE METROPOLITAN
SANITARY DISTRICT OF GREATER CHICAGO

WHEREAS Section 107 of Public Law 97-88 provided as follows: "Funds herein or hereinafter made available to the Corps of Engineers-Civil for operation and maintenance of the Illinois Waterway shall be available to operate and maintain the Chicago Sanitary and Ship Canal portion of the Waterway in the interest of navigations."; and

WHEREAS Public Law 98-63 provided as follows: "Section 107 of Public Law 97-88 pertaining to maintenance and operation of the Chicago Sanitary and Ship Canal of the Illinois Waterway in the interest of navigation includes the Control Structure and Lock in the Chicago River and other facilities as are necessary to sustain through navigation from Chicago Harbor on Lake Michigan to Lockport on the Des Plaines River."; and

WHEREAS the Metropolitan Sanitary District of Greater Chicago (hereinafter MSD) has constructed, operated and maintained the Chicago Sanitary and Ship Canal (hereinafter Canal) to date in the interests of sanitation, flood control, hydropower, and navigation; and

WHEREAS Public Law 97-377 (Further Continuing Appropriation, 1983) and the accompanying Conference Report (House Report 97-980) directed the Department of the Army (hereinafter DA) to use House Report 97-850 and Senate Report 97-673 in implementing the provisions of Public Law 97-377 and Public Law 97-88;

NOW, therefore, DA and MSD agree to the following division of responsibilities for operation and maintenance of the Canal and the Chicago River Control Structure and Lock:

1. Chicago River Control Structure and Lock.

a. DA agrees to operate and maintain the lock and adjoining guidewalls.

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~~b. MSD agrees to transfer all of its right, title, and interest to the extent legally possible in the lock and its underlying lands to DA at no cost to DA.~~

b/c
MSD agrees that the lock shall be in operating condition at the time of transfer to DA.

C/d
MSD agrees to transfer all equipment associated with the lock, either at the lock or elsewhere, to DA at no cost to DA. This equipment is to be stored at the lock site storage buildings.

d. MSD agrees to provide a listing of all such equipment, showing the condition of such equipment at the time of transfer.

e. MSD agrees to operate and maintain both control structures, including the sluice gates, sluice gate machinery, and appurtenant parts at no cost to DA.

2. MSD Control Room.

MSD agrees to operate and maintain the control room without financial participation of DA.

3. Canal Banks, Levees, and Retaining Walls.

DA agrees to maintain the canal banks, levees, and retaining walls, which are defined as follows: on the left descending bank, upstream of river mile 293.1 (Butterfly Dam); on the right descending bank, upstream of the southern-most sluice gate of the Lockport Controlling Works; and on both banks, upstream to Damen Avenue.

4. Butterfly Dam.

DA agrees to remove the Butterfly Dam as part of the implementation of the Lockport Lock Major Rehabilitation Project.

5. Drift and Debris Removal.

DA agrees to perform drift and debris removal in similar fashion to the rest of the Illinois Waterway and other navigation channels throughout the country; that is, to remove materials deemed by DA to be hazardous to navigation.

6. Lockport Controlling Works and Dolphins.

a. MSD agrees to operate at no cost to DA, the Lockport Controlling Works and to operate and maintain the gates, seals, and machinery of the controlling works.

b. DA agrees to maintain at no cost to MSD, the foundation and piers of the Lockport Controlling Works.

c. DA agrees to maintain at no cost to MSD, the dolphins at the Lockport Controlling Works.

7. Lockport Dam and Powerhouse.

a. MSD will continue to operate and maintain the Lockport powerhouse and generating machinery at no cost to DA.

b. MSD agrees to operate and maintain at no cost to DA, the trash racks, gates, seals, and machinery within or attached to the concrete gravity structure. The fender wall will be maintained or removed at MSD's discretion.

c. MSD agrees to operate and maintain at no cost to DA, the superstructure and machinery therein.

d. DA agrees to operate and maintain at no cost to MSD, the currently used Lockport Lock, the remainder of the gravity structure, the cutoff wall, the right descending embankment from the gravity structure upstream to the southern-most sluice gate of the Lockport Controlling Works, and the left descending embankment and access road from the gravity structure upstream to river mile 293.1.

e. MSD agrees to maintain at no cost to DA, the access road and appurtenances on the right descending embankment of the dam at its discretion.

f. DA agrees to provide sufficient width for a roadway with a nominal width of 20 feet on the right descending embankment between the concrete gravity structure and river mile 292.2 (16th Street), as long as the roadway is maintained by MSD.

8. Bridges.

MSD agrees that DA shall not hereby assume any responsibility or obligation to operate or maintain the bridges which cross the Canal.

9. General.

a. Obligations of lessees of MSD with respect to rights-of-entry, maintenance of canal banks and restrictions on construction of structures as they may affect the canal shall accrue to DA to the extent possible under the terms of the leases and statutory constraints.

b. MSD and DA hereby convey to each other, at no cost, all rights of entry and/or easements necessary for each to carry out its responsibilities under this agreement.

c. MSD agrees to provide to DA the following for all items covered by this agreement:

- (1) Operation and maintenance manuals;
- (2) As-built drawings and files;

(3) Copies of all contracts with entities servicing the canal and Chicago Lock;

(4) Copies of all other agreements between MSD and other agencies which pertain to the Canal and Chicago Lock.

d. This agreement does not restrict MSD's use of, or access to, its properties or impose any additional obligations upon MSD or DA other than those contained in the agreement.

e. This agreement does not obligate MSD to continue power generation.

f. Future operation and maintenance of the Canal and Chicago Lock by DA as contained in this agreement is subject to the appropriation of funds by the Congress.

g.*
10. Effective Date.

This agreement shall take effect no later than within 90 days after signature by both parties.

William R. Gianelli
William R. Gianelli
Assistant Secretary of the Army
for Civil Works

James C. Kirie
MSD James C. Kirie
Chairman of the Committee of
Finance

Attest:

Gus G. Sciacqua
Clerk, Gus G. Sciacqua

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*g. Operating experience for a period in excess of forty years has demonstrated complete compatibility of interests. MSD and the Corps will continue to cooperate and will develop an operating agreement to assure balanced operating procedures benefitting all project purposes.

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