From:	Chiccine, Catherine
To:	Madonia, Joseph
Cc:	Knowles, Susan B
Subject:	RE: Ameren - City of St. Charles License Access Agreement Draft
Date:	Wednesday, January 25, 2023 9:48:00 AM
Attachments:	image002.png

Thanks, Joe.

From: Madonia, Joseph <Joseph.Madonia@btlaw.com>
Sent: Wednesday, January 25, 2023 9:48 AM
To: Chiccine, Catherine <chiccine.catherine@epa.gov>
Cc: Knowles, Susan B <SKnowles@ameren.com>; Madonia, Joseph <Joseph.Madonia@btlaw.com>
Subject: RE: Ameren - City of St. Charles License Access Agreement Draft

I'll send you a copy of our most recent letter to them. It describes the current impasse but we have seen no sign that the City is willing to compromise anything, which makes us question their motives.

Joseph Madonia | Partner
Barnes & Thornburg LLP
One North Wacker Drive, Suite 4400, Chicago, IL 60606-2833
Direct: (312) 214-5611 | Fax: (312) 759-5646
BARNES & THORNBURG LLP
Atlanta | California | Chicago | Delaware | Indiana | Michigan | Minneapolis
Ohio | Raleigh | Salt Lake City | Texas | Washington, D.C.

From: Chiccine, Catherine <chiccine.catherine@epa.gov>
Sent: Wednesday, January 25, 2023 9:46 AM
To: Madonia, Joseph <Joseph.Madonia@btlaw.com>
Cc: Knowles, Susan B <SKnowles@ameren.com>
Subject: [EXTERNAL]RE: Ameren - City of St. Charles License Access Agreement Draft

Joe,

Wanted to circle back on this. Has the City provided an updated agreement to Ameren yet? We know that getting Ameren access to sample the monitoring wells is imperative; do you know if the City would be open to negotiating an access agreement regarding Ameren's current sampling without including provisions related to the City's investigation? E.g., could would the City or Ameren be open to making the agreement more limited in scope?

Thanks,
Cathie

From: Chiccine, Catherine
Sent: Friday, January 13, 2023 7:45 AM
To: Madonia, Joseph <Joseph.Madonia@btlaw.com>
Cc: Knowles, Susan B <SKnowles@ameren.com>
Subject: RE: Ameren - City of St. Charles License Access Agreement Draft

Joe,

I understand Ameren's concern with the City's paragraph 6 re access. Perhaps a good substitution for the City's Paragraph 6 would be a provision stating that the City may collect split samples? As you know, we put similar provisions in our orders and you may find some form of this language (with "City" replacing "EPA") a useful compromise to try and come to agreement with the City?

Upon request, Respondent shall provide split or duplicate samples to EPA or its authorized representatives. Respondent shall notify EPA not less than seven (7) days in advance of any sample collection activity unless shorter notice is agreed to by EPA. In addition, EPA shall have the right to take any additional samples that EPA deems necessary. Upon request, EPA shall provide to Respondent split or duplicate samples of any samples it takes as part of EPA' s oversight of Respondent's implementation of the Work.

This is just a thought. As your access negotiations continue, please keep EPA apprised and let me know if there is anything we can do to facilitate access.

Thanks,
Cathie

From: Madonia, Joseph <Joseph.Madonia@btlaw.com>
Sent: Friday, January 6, 2023 2:25 PM
To: Chiccine, Catherine <chiccine.catherine@epa.gov>
Cc: Knowles, Susan B <SKnowles@ameren.com>; Madonia, Joseph <Joseph.Madonia@btlaw.com>
Subject: FW: Ameren - City of St. Charles License Access Agreement Draft

Cathie – here is a copy of our recent correspondence to the City regarding access issues. One of the changes you will see in our red-lined draft is that we eliminated the City's proposed paragraph 6. That paragraph gave the City the right to access (at any time) the wells that we are required to sample under the Consent Decree, and to change, eliminate, modify, or do essentially anything else they want to those "structures." That provision essentially would give the City complete control of our wells, as opposed to providing Ameren with access to the property that contains the wells that EPA requires us to maintain. Ameren has significant concerns about such a provision, but in any event, we also assumed that it would be entirely unacceptable to EPA and therefore would fall into the "deal breaker" category. Please let us know if you disagree with that assessment. Thanks Cathie.

Joseph Madonia | Partner
Barnes & Thornburg LLP
One North Wacker Drive, Suite 4400, Chicago, IL 60606-2833
Direct: (312) 214-5611 | Fax: (312) 759-5646
BARNES & THORNBURG LLP
Atlanta | California | Chicago | Delaware | Indiana | Michigan | Minneapolis
Ohio | Raleigh | Salt Lake City | Texas | Washington, D.C.

From: Mark Leadlove <mbleadlove@bclplaw.com>
Sent: Thursday, January 5, 2023 3:27 PM
To: 'Portia Kayser' <pkayser@harrisdowell.com>
Cc: Madonia, Joseph <Joseph.Madonia@btlaw.com>
Subject: [EXTERNAL]Ameren - City of St. Charles License Access Agreement Draft

Portia,

I acknowledge receipt of the draft license agreement you provided in mid-December regarding access to the city right of way related to the Ameren piezometers. We have reviewed and attach a document containing Ameren's proposed revisions to that agreement. The insurance provisions have been revised to reflect levels and scope of coverage required by Ameren of its contractors. Given the limited nature of the contemplated activities (i.e. periodic groundwater sampling of unoccupied property) we believe the proposed coverage is appropriate and consistent with that scope of work. Please let us know your thoughts and comments to Ameren's proposed revisions.

You also provided a draft license agreement that would allow the City of St. Charles access to the Ameren substation property. For a variety of reasons, Ameren cannot agree to the concept of such an agreement. Among others, the nature of the substation property provides a high degree of risk to anyone who would enter onto that property (different than the city's right-of-way). As a result, Ameren takes a number of significant safety measures regarding that property that would be implicated by such a license access agreement. Additionally, the license access agreement to allow Ameren to access its piezometers is to effectuate testing that is required of Ameren by the EPA at those piezometer sites. There is no similar testing requirement imposed on the city of any part of the Ameren substation parcel. There are no mirror image obligations to justify the city's proposed access to the Ameren substation parcel.

Mark

MARK LEADLOVE
Partner and Co-Leader of Business & Commercial Disputes Practice Group
mbleadlove@bclplaw.com
T: +1 314 259 2230 F: +1 314 552 8230 M: +1 314 724 0078

BRYAN CAVE LEIGHTON PAISNER LLP
One Metropolitan Square, 211 North Broadway, Suite 3600, St. Louis, MO 63102

bclplaw.com

LinkedIn

This electronic message is from a law firm. It may contain confidential or privileged information. If you received this transmission in error, please reply to the sender to advise of the error and delete this transmission and any attachments.

We may monitor and record electronic communications in accordance with applicable laws and regulations. Where appropriate we may also share certain information you give us with our other offices (including in other countries) and select third parties. For further information (including details of your privacy rights and how to exercise them), see our updated Privacy Notice at www.bclplaw.com.

CONFIDENTIALITY NOTICE: This email and any attachments are for the exclusive and confidential use of the intended recipient. If you are not the intended recipient, please do not read, distribute or take action in reliance upon this message. If you have received this in error, please notify us immediately by return email and promptly delete this message and its attachments from your computer system. We do not waive attorney-client or work product privilege by the transmission of this message.

CONFIDENTIALITY NOTICE: This email and any attachments are for the exclusive and confidential use of the intended recipient. If you are not the intended recipient, please do not read, distribute or take action in reliance upon this message. If you have received this in error, please notify us immediately by return email and promptly delete this message and its attachments from your computer system. We do not waive attorney-client or work product privilege by the transmission of this message.