MEMORANDUM OF UNDERSTANDING

Among

DuPage River Salt Creek Workgroup Members

To

Create organizational support to exclude the purchase and use of coal tar based sealants by DRSCW members and contractors hired by members.

I. Purpose

The purpose of this Memorandum of Understanding (MOU) is to expressly support a commitment to reduce loadings of Polycyclic Aromatic Hydrocarbons (PAHs) to area waterways, thereby improving stream resource quality, by excluding the purchase and use of coal tar based sealants by DuPage River Salt Creek Workgroup members (collectively, "Participants").

II. History of Relationship

A Total Maximum Daily Load or "TMDL" is a calculation of the maximum amount of a pollutant that a waterbody can receive and still safely meet water quality standards. The DuPage River Salt Creek Workgroup (DRSCW) was formed in response to TMDLs on the East Branch DuPage River, West Branch DuPage River and Salt Creek in 2004. The service area is located in northeastern Illinois and includes areas in DuPage, Cook and Will Counties.

The mission of the DRSCW is to bring together a diverse coalition of stakeholders to work together to preserve and enhance water quality and stream resource quality (the quality of all aspects of a water resource including the quality, pattern, timing, water level and assurance of stream flow, the water quality (including the physical, chemical and biological characteristics of water), the characteristics and condition of the stream and riparian habitat and the characteristics, condition and distribution of aquatic biota) in the East Branch DuPage River, West Branch DuPage River, Salt Creek and their tributaries.

The objectives of the DRSCW are:

- Develop and implement a dynamic plan that will achieve attainment of water quality standards and designated uses for the East Branch DuPage River, West Branch DuPage River, Salt Creek and their tributaries.
- Develop and implement a comprehensive, long-term monitoring program that will advance stream resource quality, as defined by chemical, physical and biological components, by accurately identifying the quality of the river ecosystems and the stressors associated with non-attainment of water quality standards and designated uses.
- Develop and implement long-term viable management strategies that accurately address water quality and stream resource quality problems identified by the monitoring program.
- Identify point and nonpoint source pollution issues and develop and implement short-term and long-term strategies to address these issues.
- Develop and maintain appropriate computer models of the watersheds to assess attainment of these objectives.

III. Development of Application

Good stream resource quality is a natural asset which enhances the environmental, recreational, cultural and economic resources of an area and contributes to the general health and welfare of the public. Research that shows coal tar based sealcoat is a significant source of polycyclic aromatic hydrocarbons (PAHs) appearing in water resources. Automobile tire friction and snow plows cause sealcoat to flake off and stormwater runoff carries the particles into ponds, lakes and streams. PAHs are a group of organic chemicals that are present in coal tar and are an environmental concern because some are toxic to aquatic life. Reducing the amount of PAHs from coal tar based sealcoat products that enter area water resources will improve and protect stream resource quality. Environmental impacts can be minimized and pavements can be maintained by utilizing safer alternative products.

IV. Responsibilities of Participants

To ensure successful collaborative implementation of this MOU, Participants agree to the following intentions with regard to the discharge of their duties:

- Personnel shall actively exclude the purchase, use, and engaging in contracts for services that utilize, coal tar based sealer within their jurisdiction.
- Personnel will scrutinize product labels to determine if a product has a coal tar base, Chemical Abstracts Service (CAS) number 65996-93-2 on the product Material Safety Data Sheet (MSDS). Products that contain the words “coal tar,” “refined coal tar,” “high temperature coal tar,” “refined tar,” “refined coal-tar pitch,” “RT-12,” CAS number “65996-93-2” or other similar terms on the MSDS or on the product container will be rejected for purchase and use.
    - Personnel shall not knowingly purchase any coal tar based sealer for use on any driveway, parking lot, or other surface within their jurisdiction.
    - Personnel shall not knowingly apply any coal tar based sealer to any driveway, parking lot, or other surface within their jurisdiction.
- Personnel will request all contractors hired to apply sealer to any driveway, parking lot, or other surface within their jurisdiction use products that do not contain coal tar based products.

    - Personnel shall not knowingly contract with any commercial sealer product applicator, residential or commercial developer, or any other person for the application of any coal tar based sealer to any driveway, parking lot, or other surface within their jurisdiction.
- The DRSCW will help facilitate communication amongst Participants regarding this MOU.
- The DRSCW will make presenters available to Participants for the purpose of approving the MOU.
- The DRSCW will provide literature and/or direct Participants to available resources regarding coal tar based sealants and PAHs.
- The DRSCW will provide updates regarding stream resource quality as it relates to PAHs within the service area, as data becomes available.

V. Administrative Provisions

This MOU is intended only to enhance and strengthen the working relationships of the Participants in connection to the purchase and use of coal tar based sealants and the use of coal tar based sealants by contractors hired within the DRSCW service area and is not intended to, and does not, create any right or benefit, substantive or procedural, enforceable at law or in equity.

VI. Effective Date, Modification, and Termination

This MOU is effective as of the date the last Participant executes the MOU and expires five (5) years from that date, at which time the MOU will be subject to renewal or expiration. When effective, the MOU will not be modified except through written agreement executed by all Participants.

Any Participant may terminate participation in this MOU 30 days after providing written notice to the DRSCW.

VII. Contacts

All notices, communications and coordination shall involve, at a minimum, the DRSCW's Watershed Director and the undersigned individual, their successor and/or designee.

VIII. Signatures

Our organization/ agency understands and voluntarily supports the purpose of this MOU.

Signature	Date
Title	Organization/ Agency