

**IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT, CHANCERY DIVISION**

PEOPLE OF THE STATE OF ILLINOIS,)
ex rel. KWAME RAOUL, Attorney General)
of the State of Illinois,)
)
Plaintiff,)
)
v.)
)
PETROLEUM FUEL & TERMINAL)
COMPANY, a Missouri corporation,)
)
Defendant.)

No. 2026CH02667

ENTERED Judge Neil H. Cohen-2021 APR 03 2026 MARIYANA T. SPYROPOULOS CLERK OF THE CIRCUIT COURT OF COOK COUNTY, IL

AMENDED AGREED PRELIMINARY INJUNCTION ORDER ATTACHING EXHIBIT

This cause coming before this Court by agreement of the Plaintiff, PEOPLE OF THE STATE OF ILLINOIS, *ex rel.* KWAME RAOUL, Attorney General of the State of Illinois, and Defendant, PETROLEUM FUEL & TERMINAL COMPANY, due notice having been given, the Court having jurisdiction over the parties and subject matter herein, and the Court otherwise being duly advised in the premises;

NOW THEREFORE, the Plaintiff having alleged that the Defendant has violated the Illinois Environmental Protection Act (“Act”) and Illinois Pollution Control Board (“Board”) regulations and that a preliminary injunction should issue pursuant to Section 42(e) of the Act, 415 ILCS 5/42(e)(2024), to address the violations; and the parties having agreed to entry of this Agreed Preliminary Injunction Order (“Agreed Order”), the Court enters the following preliminary injunction pursuant to Section 42(e) of the Act, 415 ILCS 4/42(e)(2024), which shall remain in effect until further order of this Court.

I. BACKGROUND

1. On March 20, 2026, the Plaintiff filed its Complaint for Injunctive Relief and Civil

Penalties (“Complaint”) against the Defendant.

2. The Defendant, a Missouri corporation, leases the premises located at 4805 Harlem Avenue, Forest View, Cook County, Illinois, where it operates a petroleum product storage, handling, and distribution terminal (“Facility”).

3. The Facility is located adjacent to the Chicago Sanitary and Ship Canal (“Canal”), which flows into the Des Plaines River. The Canal and Des Plaines River are both waters of the State of Illinois.

4. The Defendant provides storage, handling, and distribution services of petroleum products, including liquid asphalt, at the Facility.

5. The Plaintiff alleges in its Complaint that the Defendant, by causing or allowing the discharge of liquid asphalt from the Facility into the Canal (“the Release”), resulting in the presence of liquid asphalt and oil sheen in the waters of the State, has violated and continues to violate Section 12(a) of the Act, 415 ILCS 5/12(a) (2024), and Sections 302.203, 304.105, and 304.106 of the Board Water Pollution Regulations, 35 Ill. Adm. Code 302.203, 304.105, and 304.106. The Plaintiff also alleges that the Defendant, by causing or allowing the deposit of liquid asphalt on the ground so as to cause or tend to cause water pollution in Illinois, had violated and continues to violate Section 12(d) of the Act, 415 ILCS 5/12(d) (2024). Finally, the Plaintiff alleges that Defendant is liable for damages and costs associated with the Release pursuant to Section 25c-1(d) of the Act, 415 ILCS 5/25c-1(d) (2024), and Section 10(d) of the Oil Spill Responders Liability Act, 740 ILCS 113/10(d) (2024).

II. GENERAL PROVISIONS

1. This Agreed Order is not a final resolution of the merits of the Plaintiff’s Complaint, but rather addresses the Plaintiff’s most immediate concerns regarding the Defendant’s release of

liquid asphalt into the waters of the State alleged in the Complaint.

2. By entering into this Agreed Order and complying with its terms, the Defendant does not affirmatively admit the allegations of violation within the Complaint and referenced above, and this Agreed Order and compliance therewith shall not be interpreted as including such admission, and is not authorized for use in any other private or governmental litigation proceeding.

3. The Defendant shall not claim that any report or any exhibits or attachments thereto, or any portion thereof, submitted to the Plaintiff or the Illinois Environmental Protection Agency (“Illinois EPA”) pursuant to and following issuance of this Agreed Order are subject to attorney-client privilege or constitute attorney work product.

4. This Agreed Order shall apply to and bind the parties hereto.

III. PRELIMINARY INJUNCTIVE RELIEF

1. For the purposes of this Agreed Order, unless defined herein, all capitalized terms used herein shall have the meaning ascribed to them in the Shoreline Cleanup Assessment Technique (“SCAT”) Plan dated July 24, 2025 (“SCAT Plan”), attached hereto as Exhibit A.

2. Section 2.3 of the SCAT Plan identifies three (3) operational phases: “Phase 1” included three consecutive SCAT team evaluations completed with a minimum of two days of spacing between the evaluations and was completed November 2025; “Phase 2” includes SCAT team re-evaluations conducted on a monthly basis for two months; and “Phase 3” includes bi-monthly surveys for an additional eight months.

3. Defendant shall complete Phase 2 and Phase 3 compliance activities pursuant to the SCAT Plan, *see* Exhibit A, approved by USEPA, as required by the Administrative Order on Consent for Removal Actions, Docket No. CWA-1321-5-25-001f.

4. Defendant shall obtain written approval from Illinois EPA prior to commencing

Phases 2 and 3 of the SCAT Plan and prior to termination of Phases 2 and 3 of the SCAT Plan. The written request for Illinois EPA's approvals should be sent to the persons listed in Section IV of this Agreed Order.

5. Within five (5) days of entry of this Agreed Order, Defendant shall seek in writing approval from Illinois EPA to commence Phase 2 of the SCAT Plan.

6. Within fifteen (15) days of Illinois EPA's approval of Defendant's request to commence Phase 2 of the SCAT Plan, or according to such other timeline as is agreed by the parties, after receiving written approval from Illinois EPA, Defendant shall commence implementation of Phase 2 monitoring pursuant to Sections 2.2 through 2.8 of the SCAT Plan, *see* Exhibit A.

7. Within seven (7) days of completing Phase 2 of the SCAT Plan, Defendant shall seek from Illinois EPA written approval to terminate Phase 2 of the SCAT Plan and written approval to commence Phase 3 of the SCAT Plan. The written request for Illinois EPA approval shall be sent to the persons listed in Section IV of this Agreed Order via electronic mail.

8. Within seven (7) days of receiving written approval from Illinois EPA to implement Phase 3 of the SCAT Plan, Defendant shall commence implementation of Phase 3 monitoring pursuant to the SCAT Plan or according to such other timeline as is agreed by the parties in writing.

9. While implementing Phases 2 and 3 of the SCAT Plan, Defendant shall remediate "Product," at that term is defined in Section 1.2 of the SCAT Plan, *see* Exhibit A, found in the Canal or along its shoreline, according to the procedures outlined in Sections 2.2 through 2.8 of the SCAT Plan, *see* Exhibit A.

10. Within seven (7) days of the completion of each SCAT monitoring survey, as defined in Section 2.3 of the SCAT Plan, *see* Exhibit A, Defendant shall provide Illinois EPA with

a written summary report of the SCAT monitoring survey. The written summary report shall contain the dates on which monitoring was conducted, a description of the weather conditions on those dates, observations made while conducting monitoring, and the amount of Product or related material generated during response activity.

11. Defendant shall dispose of all Product or related material generated from response activities conducted pursuant to this Agreed Order in compliance with all applicable Federal and State laws.

12. Within seven (7) days of receiving receipts or other documentation related to disposal of any Product or related material generated from response activities conducted pursuant to this Agreed Order, Defendant shall provide to Plaintiff and Illinois EPA those receipts or other documentation.

13. Within sixty (60) days of entry of this Agreed Order, Defendant shall submit to Plaintiff and Illinois EPA a summary report describing the steps Defendant has taken to prevent future asphalt discharge events.

14. Approval of Plans, Reports and Submittals:

a. Upon Illinois EPA's approval of any submittal, Defendant shall implement the approved submittal pursuant to the Illinois EPA-approved schedule.

b. If Illinois EPA approves with conditions or disapproves of any report or other submittal or any revisions thereto, Defendant shall, within five (5) days after receiving written notice of such approval with conditions or disapproval, submit a proposal that addresses Illinois EPA's conditions or reasons for disapproval.

c. This process shall continue until Illinois EPA approves the document or either party invokes the Dispute Resolution provision in Section IX of this Agreed Order

as to that document.

IV. NOTICES

All submittals and correspondence relating to the requirements of this Agreed Order shall be directed to the following persons:

For the Plaintiff:

Taylor Desgrosseilliers
Roger Johnson
Assistant Attorneys General
Illinois Attorney General's Office
Environmental Bureau North
115 S. LaSalle St., 23rd Floor
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(312) 814-3144
t.desgrosseilliers@ilag.gov
roger.johnson@ilag.gov
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Christine Zeivel
Division of Legal Counsel
Illinois Environmental Protection Agency
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Tony Falconio
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Illinois Environmental Protection Agency
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Nathan Dugener
Office of Emergency Response
Bureau of Safety and Sustainability
Illinois Environmental Protection Agency

9511 West Harrison Street
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(By electronic mail)

For the Defendant:

Margaret Anne Hill
Blank Rome
130 North 18th Street
Philadelphia, PA 19103
(215) 569-5331
Margaret.Hill@blankrome.com
(By electronic mail)

Petroleum Fuel & Terminal Company
Attn: JQ Affleck, President
8235 Forsyth Boulevard, Suite 900
St. Louis, Missouri 63105
(314) 854-8520
jqaffleck@worldpointterminals.com
legal@apexoil.com
(By electronic mail)

V. ILLINOIS EPA'S COSTS

1. Pursuant to Section 10 of the Oil Spill Responders Liability Act, 740 ILCS 113/10 (2024), and Section 25c-1(d) of the Act, 415 ILCS 5/25c-1(d) (2024), the Defendant shall reimburse Illinois EPA for all reasonable past and future response, oversight, and review costs incurred by Illinois EPA relating to the Release from the initial date of the Release through completion of the requirements of this Agreed Order ("Costs"). Costs shall include, but are not limited to, (i) direct program costs, (ii) allocated program costs, and (iii) indirect costs:

- i) Direct costs shall include, but are not limited to, all related payroll costs for all applicable organizational units, outside contractor/consultants' fees, travel costs, and costs associated with photographs, maps, and laboratory services.

- ii) Allocated program costs represent program costs that are related to overall program operations, including but not limited to fiscal services, bill preparation and clerical duties; Illinois EPA Division of Legal Counsel program meetings and regulatory preparation and implementation, and Office of Emergency Response, Bureau of Water, and Toxicity Assessment Unit staff program meetings and management oversight.
- iii) Indirect costs are those costs incurred by Illinois EPA in day-to-day operation, including but not limited to the operation and maintenance of buildings, utilities, and administrative costs.

2. Illinois EPA will issue invoices with supporting documentation for Costs. Within forty-five (45) calendar days of receipt of each invoice, Defendant shall pay the Costs detailed therein by means of a check payable to Illinois EPA for deposit into the Hazardous Waste Fund, unless such costs are subject to the dispute resolution procedures set forth in Section IX of this Agreed Order. The Plaintiff reserves the right to pursue recovery of any other costs of investigation in pursuit of this matter.

3. The dispute resolution procedures set forth in Section IX of this Agreed Order shall be the exclusive mechanism for resolving disputes regarding the Defendant's obligation to reimburse Illinois EPA for its Costs.

VI. DUTY TO COOPERATE

The Plaintiff and the Defendant shall cooperate with each other in the implementation of this Agreed Order.

VII. COMPLIANCE WITH OTHER LAWS AND REGULATIONS

This Agreed Order in no way affects the responsibilities of the Defendant to comply with

any other federal, state or local laws or regulations, including but not limited to the Act, 415 ILCS 5/1 *et seq.* (2024), and the Board Regulations, 35 Ill. Adm. Code Part 101 *et seq.*

VIII. STIPULATED PENALTIES

1. If the Defendant fails to complete any activity or fails to comply with any response or reporting requirement by the date specified in this Agreed Order, the Defendant shall provide notice to the Plaintiff of each failure to comply with this Agreed Order and shall pay stipulated penalties in the amount of \$500.00 per day per violation for up to the first fifteen (15) days of violation, \$700.00 per day per violation for the next fifteen (15) days of violation, and \$1,000.00 per day per violation thereafter until such time that compliance is achieved, unless good cause is provided by the Defendant in writing and accepted by the Plaintiff. Good cause may include *force majeure* events as described in Section X of this Agreed Order. The Plaintiff may make a demand for stipulated penalties upon the Defendant for its noncompliance with this Agreed Order. However, failure by the Plaintiff to make this demand shall not relieve the Defendant of the obligation to pay stipulated penalties. All stipulated penalties shall be payable within thirty (30) calendar days of the date the Defendant knows or should have known of its noncompliance with any provision of this Agreed Order.

2. Pursuant to Section 42(g) of the Act, 415 ILCS 5/42(g) (2024), interest shall accrue on any penalty amount owed by the Defendant not paid within the time prescribed herein. Interest on unpaid penalties shall begin to accrue from the date such are due and continue to accrue to the date full payment is received. Where partial payment is made on any penalty amount that is due, such partial payment shall be first applied to any interest on unpaid penalties then owing.

3. The stipulated penalties shall be enforceable by the Plaintiff and shall be in addition to, and shall not preclude the use of, any other remedies or sanctions arising from the failure to

comply with this Agreed Order.

4. All stipulated penalty and interest payments shall be made by certified check, cashier's check or money order payable to Illinois EPA for deposit into the Environmental Protection Trust Fund. Payments shall be sent by first class mail and delivered to:

Illinois Environmental Protection Agency
Fiscal Services
2520 West Iles Avenue
P.O. Box 19276
Springfield, Illinois 62794

The case name and case number shall appear on the face of the certified check, cashier's check or money order. A copy of the certified check, cashier's check or money order and any transmittal letter shall be sent to:

Taylor Desgrosseilliers
Roger Johnson
Assistant Attorneys General
Illinois Attorney General's Office
Environmental Bureau North
115 S. LaSalle St., 23rd Floor
Chicago, Illinois 60603

IX. DISPUTE RESOLUTION

The parties shall use their best efforts to resolve any and all disputes or differences of opinion arising with regard to this Agreed Order, informally and in good faith, within seven (7) days of a party providing notice to the other parties of such a dispute. If, however, a dispute arises concerning this Agreed Order that the parties are unable to resolve informally, any party to this Agreed Order may, by written motion, within three (3) days of conclusion of the informal resolution efforts, request that an evidentiary hearing be held before the Circuit Court of Cook County, Illinois, to resolve the dispute between the parties.

X. FORCE MAJEURE

1. The Defendant may declare *force majeure* in appropriate circumstances as follows:

a. A *force majeure* event is an event arising solely beyond the control of the Defendant, which prevents the timely performance of any of the requirements of this Agreed Order. For the purposes of this Agreed Order, *force majeure* shall include, but is not limited to, events such as floods, fires, tornadoes, other natural disasters, labor disputes beyond the reasonable control of the Defendant, or prohibitions imposed by any court having jurisdiction over the Defendant.

b. When, in the opinion of the Defendant, a *force majeure* event occurs which causes or may cause a delay in the performance of any of the requirements of this Agreed Order, the Defendant shall orally notify Nathan Dugener (847) 294-4048) within forty-eight (48) hours of the occurrence. Written notice shall be given to the Plaintiff as identified in Section IV of the Agreed Order as soon as practicable, but no later than ten (10) business days after the claimed occurrence.

c. Failure by the Defendant to comply with the notice requirements of the preceding paragraph shall render this *force majeure* provision voidable by the Plaintiff as to the specific event for which the Defendant has failed to comply with the notice requirement. If voided, this section shall be of no effect as to the particular event involved.

d. An increase in costs associated with implementing any requirement of this Agreed Order shall not, by itself, excuse the Defendant under the provisions of this Agreed Order from a failure to comply with such a requirement.

XI. RIGHT OF ENTRY

In addition to any other authority, Illinois EPA, its employees and representatives, and the

Attorney General, his employees and representatives, shall have the right of entry into and upon the Facility which is the subject of this Agreed Order, at all reasonable times for the purpose of conducting inspections and evaluating compliance status. In conducting such inspections, Illinois EPA, its employees and representatives, and the Attorney General, his employees and representatives, may take photographs, samples, and collect information, as they deem necessary.

XII. EXTENSIONS AND MODIFICATIONS

The parties may, by mutual consent, extend any compliance dates or modify the terms of this Agreed Order without leave of court. Any such agreed modification shall be in writing, signed by authorized representatives of each party and incorporated into this Agreed Order by reference. Any request for modification shall be made by the Defendant in writing and shall be independent of any other submittal made pursuant to this Agreed Order. Moreover, notice of a request for any proposed modification shall be provided to the Plaintiff's representatives listed in Section IV of this Agreed Order.

XIII. RESERVATION OF RIGHTS

Nothing contained herein shall be deemed an admission of any wrongful conduct or violation of any applicable statute, law or regulations thereunder by the Defendant, nor a finding of fact or adjudication by this Court of any of the facts or claims contained in the Complaint. The Plaintiff reserves the right to seek additional technical relief and civil penalties in this matter.

XIV. RETENTION OF JURISDICTION

This Court shall retain jurisdiction of this matter and shall consider any motion by the Plaintiff or the Defendant for the purposes of interpreting and enforcing the terms and conditions of this Agreed Order.

XV. BINDING ON SUCCESSORS, ASSIGNS AND FUTURE OWNERS/OPERATORS

This Agreed Order shall be binding upon the Defendant, its successors, assigns and future owners and/or operators of the Facility.

XVI. SIGNATURE

This Agreed Order may be signed in counterparts, all of which shall be considered one agreement.

WHEREFORE, the parties, by their representatives, enter into this Agreed Preliminary Injunction Order and submit it to this Court that it may be approved and entered.

AGREED:


FOR THE PLAINTIFF:

PEOPLE OF THE STATE OF ILLINOIS
ex rel. KWAME RAOUL, Attorney General
of the State of Illinois

MATTHEW J. DUNN, Chief
Environmental Enforcement/
Asbestos Litigation Division

ILLINOIS ENVIRONMENTAL
PROTECTION AGENCY

JAMES JENNINGS, Acting Director
Illinois Environmental Protection Agency

BY: 
STEPHEN J. SYLVESTER, Chief
Environmental Bureau
Assistant Attorney General

BY:  (msn)
ANDREW ARMSTRONG
Chief Legal Counsel

DATE: 3/31/26

DATE: 3/31/26

FOR THE DEFENDANT:

PETROLEUM FUEL AND TERMINAL
COMPANY

BY: *J. O. Affleck*
J. O. Affleck, President

DATE: 3/27/26

ENTERED:

Neft H. Cole [#] 100
JUDGE

DATE: 4-3-26

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT, CHANCERY DIVISION

PEOPLE OF THE STATE OF ILLINOIS,)
ex rel. KWAME RAOUL, Attorney General)
of the State of Illinois,)

Plaintiff,)

v.)

No. 2026CH02667

PETROLEUM FUEL & TERMINAL)
COMPANY, a Missouri corporation,)

Defendant.)

AGREED PRELIMINARY INJUNCTION ORDER

Exhibit A







Shoreline Cleanup Assessment Technique (SCAT) Plan

CSSC Asphalt Spill

Petroleum Fuel & Terminal Company

July 24, 2025

Project name		CSSC Asphalt Spill					
Document title		12670995-RPT-6-Shoreline Cleanup Assessment Technique (SCAT) Plan					
Project number		12670995 (6)					
File name		12670995-RPT-6-Shoreline Cleanup Assessment Technique (SCAT) Plan					
Status Code	Revision	Author	Reviewer		Approved for issue		
			Name	Signature	Name	Signature	Date
[Status code]	S02	Julia Knorr	Bradley Free		Bradley Free		
[Status code]	S03	Julia Knorr	Bradley Free		Bradley Free		7/24/24
[Status code]							
[Status code]							
[Status code]							

GHD Services Inc.

Contact: Julia Knorr, Emergency Management - Project Manager | GHD

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Appendices

Appendix A	SCAT Form
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1. Introduction

Petroleum Fuel & Terminal Co. (PF&T), in response to an asphalt release which originated from the PF&T facility located at 4805 South Harlem Avenue, in Forest View, Illinois (Facility). The initial asphalt discharge occurred in February 2025 and involved an estimated 6,000 barrels (1,050 to 1,150 tons – specific gravity of the asphalt according to the safety data sheet (SDS) provided by PF&T is 1.0-1.1) of asphalt. Asphalt was released from a tank at the Facility into secondary containment, which migrated to a storm sewer outfall (Source Area), and discharged into the Chicago Sanitary and Ship Canal (CSSC) at the approximate latitude and longitude 41.804266, -87.793277.

In February 2025, initial remedial activities were conducted to remove asphalt from the secondary containment at the Facility and within the CSSC utilizing manual recovery methods (clamshell excavation). Between February 13, and April 19, 2025, approximately 527 tons of asphalt and associated waste (e.g. drum liners/bags for material collection, impacted vegetation, etc.) were recovered and shipped off-Site for disposal.

In May 2025, asphalt was drawn into a water intake at a facility downstream of the Source Area. Following notification of the blocked intake at the downstream facility, asphalt deposits were observed within the CSSC and along the shorelines upstream of the intake. Investigations by responders tracked the asphalt back to areas within and along the CSSC back to the Source Area. A rapid SCAT (r-SCAT) program was implemented at the Site in May 2025, in accordance with the UC approved Rapid Shoreline Cleanup Assessment Technique (r-SCAT) Plan, dated May 25, 2025.

Three plans are being developed to support the overall characterization of the CSSC asphalt release and are summarized below:

- **CSSC Canal Characterization:** The characterization of impacts to the CSSC canal subsurface, water column, and water surface will be completed under the *Canal Characterization Plan*.
- **Storm Sewer and Outfall Characterization:** The characterization of impacts to the storm sewer system, including the Facility's outfall will be completed under the *Storm Sewer and Outfall Characterization Plan*. The Storm Sewer and Outfall Characterization Plan is currently in development.
- **CSSC Shoreline Characterization:** The characterization of impacts to the shoreline will be completed under this *Shoreline Cleanup Assessment Technique (SCAT) Plan*.

Based on the results of the r-SCAT program, a SCAT program will be implemented once the in-channel characterization and recovery activities are complete. The objectives of this SCAT plan include:

- Establish shoreline segments for survey implementation and collected data management
- Define recoverable quantities of asphalt and recovery methods.
- Define non-recoverable quantities, where removal would be detrimental to the environmental recovery of the CSSC.
- Establish inspection frequency and inspection endpoints.
- Establish SCAT team members.
- Establish recommended/approved shoreline recovery/cleanup techniques

1.1 Shoreline Cleanup Assessment Technique (SCAT) Process

SCAT is a proven method for evaluating oil spill impacts on freshwater shorelines, coastlines, and other waterways. Trained personnel survey affected areas, segment them for assessment, and document oil contamination and habitat conditions. Through standardized criteria, assessors evaluate the severity of oiling in each segment and recommend appropriate cleanup methods, which enables the prioritization of cleanup efforts. SCAT's systematic approach ensures efficient resource allocation, targeting cleanup where it's most needed while minimizing further harm to ecosystems

and wildlife. SCAT effectiveness lies in the rigorous methodology, honed through years of practical application and refinement in response to oil spill incidents worldwide. Rapid SCAT (r-SCAT) is a modified SCAT process; similar, yet less in-depth, tactics are employed to collect data to drive operations while the source area removal was being conducted.

1.2 Description of Product

Asphalt is a black, highly viscous liquid mixture of dark bituminous pitch with sand or gravel produced from the distillation of crude oil. The consistency of asphalt is similar to that of molasses. Asphalt consists of hydrocarbons having carbon numbers predominantly greater than C34. At room temperature, asphalt exists as semi-solid to solid materials and because it contains compounds with more than 34 carbon atoms. The fate of Petroleum Hydrocarbons (PHC) in aquatic systems is primarily a function of molecular weight and number of carbon atoms. PHCs with 16 or more carbons are insoluble in water.

1.3 SCAT Area

The affected shoreline sections of the CSSC currently encompass Operational Divisions A through I (28.6 miles) – approximate River Mile (RM) 315.5 (Beginning of Division A) through RM286 (end of Division I – Brandon Road Lock), which will be confirmed through this SCAT program.

The CSSC is a 31.1-mile-long man-made canal system that connects the Chicago River to the Des Plaines River, creating hydrologic connection between Lake Michigan and the Mississippi River Basin. The CSSC was designed to flow from Lake Michigan to the Mississippi River, preventing sewage from flowing into Lake Michigan. The CSSC carries private boat and commercial barge traffic. The CSSC can be influenced by precipitation and flood events to flow in the opposite design flow direction. The depth and flow of the CSSC are largely controlled by MWRD. The depth and the width of CSSC varies based on location. Downstream of the Lockport Powerhouse and Locks (LP&L), a reach of 1.1 miles, the depth is approximately 10 feet and the width approximately 200 feet. Upstream of the LP&L, the depth varies between approximately 20 and 27 feet in the center of the channel. The reach immediately upstream of the LP&L, 2.4 miles in length, varies in width from 160 to 300 feet. The CSSC shoreline consists of varying substrates: sand/fine-grained/pebble/cobble, vegetation/root balls, rocks/hard surfaces (non-concrete), concrete hard surfaces, and limestone walls/bridge abutments.

At approximately RM 296.25, an electronic dispersal barrier is installed to mitigate the risk of aquatic invasive species migrating between the Mississippi River Basin and Lake Michigan. Access adjacent to the dispersal barrier is limited to boats larger than 20 feet, and no product recovery is allowed within this section of the CSSC without prior approval from the Army Corps of Engineers.

2. SCAT Program Implementation

The following section describes the SCAT program organization, inspection schedule, endpoints for asphalt recovery, and field documentation.

2.1 Organization

A SCAT Team will be established to implement the SCAT program, and the group will be responsible for conducting assessments, synthesizing survey information and developing and communicating cleanup recommendations and endpoints to the operations task forces. The SCAT program will be completed by boat on the CSSC.

The following positions with associated responsibilities will be established as part of the SCAT:

- **SCAT Team Program Director:** Responsible for overall leadership and direction of activities conducted by the SCAT group. Serves as the primary point of contact for all SCAT activities in planning and operations. Assists with synthesizing field data into cleanup plans, recommendations, and reports used by others.
- **SCAT Team Data Manager:** Responsible for creating base maps and conducting data QA SCAT forms and uploading data into operational dashboard
- **SCAT Team Leader:** Responsible for leading and managing individual strike teams. Guides team towards consensus on cleanup recommendations, priorities and special constraints, and notes on dissenting opinions. Should be the most experienced member of the SCAT Team.
- **SCAT Team Members:** Often include property owner, agency representatives, a representative from the responsible party and other engaged stakeholders.

The SCAT members should consist of representatives from the following groups:

- Petroleum Fuel & Oil Company
- US EPA
- Illinois EPA
- Illinois Department of Natural Resources (DNR)
- Metropolitan Water Reclamation District of Greater Chicago (MWRD)
- Local Stakeholder (Property Owners and water intake owners)

Additional Member/Support as needed:

- Illinois SPHO Archeologist
- Safety
- Barge operators/tactical expert
- US Army Corps of Engineers (USACE)

2.2 Inspection Area Segmentation

SCAT will be conducted in 500-foot segments on the left and right descending banks starting in Division A and concluding in Division I (RM 315 – 286). These sections were delineated as a part of the of r-SCAT plan to assist in operational recovery of product and ease of field identification. SCAT operations will be completed by the designated SCAT teams and will use the approved SCAT Survey 123 form for data collection. The CSSC assessment area segments are shown on Figure 2 through Figure 10. The total area that the SCAT Teams will survey will encompass the Operational Divisions described below:

- Division A – Approximately River Mile (RM) 315 - RM 314 16 shoreline segments)
- Division B – Approximately RM 314 - RM 313 (22 shoreline segments)
- Division C – Approximately RM 313 - RM 309 (80 shoreline segments)
- Division D – Approximately RM 309 - RM 308 (30 shoreline segments)
- Division E – Approximately RM 308 - RM 304 (82 shoreline segments)
- Division F – Approximately RM 304 - RM 299 (108 shoreline segments)
- Division G – Approximately RM 299 - RM 296 (60 shorelines segments)
- Division H – Approximately RM 296 - RM 291 (110 shorelines segments)
- Division I – Approximately RM 291 – RM 286 (102 shorelines segments)

The SCAT Teams will don life jackets to perform the inspections by boat. The inspections will include the shoreline and nearshore area.

2.3 Schedule and Inspection Frequency

Following the characterization of the canal and any in-water recovery endpoints being achieved, the SCAT process will be implemented as discussed below with the goal of meeting the endpoints established in Section 2.5.

Each segment will follow the below inspection schedule:

- There shall be three consecutive SCAT team evaluations completed with a minimum of two days of spacing between the evaluations (i.e., first evaluation is Monday. The second evaluation will be Wednesday).
- Following three consecutive SCAT team evaluations with no identification of recoverable product greater than SCAT endpoints, then the SCAT teams will transition to a monitoring phase.
 - During this monitoring phase, SCAT team re-evaluations will be conducted on a monthly basis for two months (excluding the period from November through March), followed by bi-monthly surveys for an additional eight months.
 - Upon completion of the fourth bi-monthly survey in the monitoring phase, and assuming no new recoverable product is found, the SCAT endpoint will be considered achieved.
 - If recoverable product is observed during the monthly or bi-monthly surveys, the segment will continue in the current monitoring frequency until the above metrics are met.
- Areas identified by the Coast Guard, United States Army Corps of Engineers, SHPO, or other relevant stakeholders as protected, or sensitive areas will be addressed using specific guidance as outlined below.
 - Sensitive archaeological and historical areas other than cut limestone walls and stone bridge abutments (identified by the Illinois Historic Preservation Office in email to USEPA dated June 6, 2025, titled *RE: CSSC Asphalt – Subsurface Delineation*) impacted by asphalt will require case by case consultation with SHPO. Segments in which sensitive areas have been identified will be compiled and provided to response personnel.
- In areas that pose elevated health and safety risks for recovery (e.g., sharp rocks, geotechnical concerns from substrate/product removal, grubbing to access will adversely affect vegetation, etc.), in-situ stabilization with sand and/or rocks may be applied to mitigate the risk of organisms contacting the non-recoverable asphalt.

SCAT teams will be “calibrated” by team members conducting the first day of assessments together to agree upon assessment areas (Section 2.2), recommended clean-up techniques (Section 2.4), and inspection endpoints (Section 2.5). Following the initial day of SCAT inspection calibration, multiple SCAT Teams may be utilized. Following each inspection, the SCAT Team members will discuss if the endpoints have been achieved, and determine if the area(s) are transition to the next monitoring phase (monthly).

2.4 Recommended Cleanup Techniques

Shoreline cleanup techniques will consist of tactics that have been approved for use in the CSSC during r-SCAT operational activities on ICS 204s for shoreline cleanup. Approved cleanup methods include hand tools (putty knife, shovel) for manual removal and application of an aggregate for un-recoverable asphalt. Approved recovery methods for each shoreline type are provided in detail in Section 2.5.

2.5 Recoverable Asphalt Endpoints

The SCAT endpoints below will be utilized after in-canal characterization endpoints have been met. Until in-canal characterization endpoints have been met, recoverable asphalt (strands, globules, patties, and/or mats) will be removed utilizing the r-SCAT process.

- Once in-canal characterization endpoints have been met, the following SCAT endpoints are recommended for each identified shoreline type:
 - Sand/Fine-grained/Pebble/Cobble Substrate

- Remove asphalt that can be easily removable by hand and/or hand tools (putty knife, shovel) larger than 8" diameter by 0.25" thickness.
- The final determination of "easily removable" shall be confirmed by the SCAT teams.
- If the condition of the asphalt warrants, sand may be applied/mixed into asphalt to remove tacky/sticky characteristics to mitigate the risk of organisms contacting the un-recoverable asphalt. Locations considered for this tactic will be determined by the SCAT teams.
- Vegetation/Root Balls, etc.
 - Remove asphalt that can be easily recovered by hand tools without cutting branches larger than 2" diameter.
 - If the condition of the asphalt warrants, a thin coating of sand may be applied/mixed to mitigate the risk of organisms contacting the un-recoverable asphalt. Locations considered for these tactics will be determined by the SCAT teams.
- Rocks/Hard Surfaces (non-concrete)
 - Remove asphalt that can be easily removable by hand and/or hand tools (putty knife, shovel). Asphalt deposits greater than 0.25" thick will be removed, if possible.
 - If the condition of the asphalt warrants, a thin coating of sand may be applied to mitigate the risk of organisms contacting the un-recoverable asphalt. Locations considered for these tactics will be determined by the SCAT teams.
- Concrete Hard Surfaces
 - Remove asphalt that can be easily removable by hand and/or hand tools (putty knife, shovel). Asphalt deposits greater than 0.25" thick will be removed, if possible.
 - If an existing cement surface has a coating of asphalt that cannot be removed manually, an application of a thin layer of Portland cement may be considered. Locations considered for these tactics will be determined by the SCAT teams.
- Limestone Walls/Bridge Abutments
 - Asphalt on the cut limestone walls and stone bridge abutments above the waterline will be removed, if possible. Asphalt recovery will be completed with hand tools to avoid damaging the structures. If asphalt is non-recoverable using hand tools on the cut limestone walls, the Illinois State Historical Preservation Office (SHPO) contact will be informed, and additional asphalt recovery will require case by case consultation with SHPO.

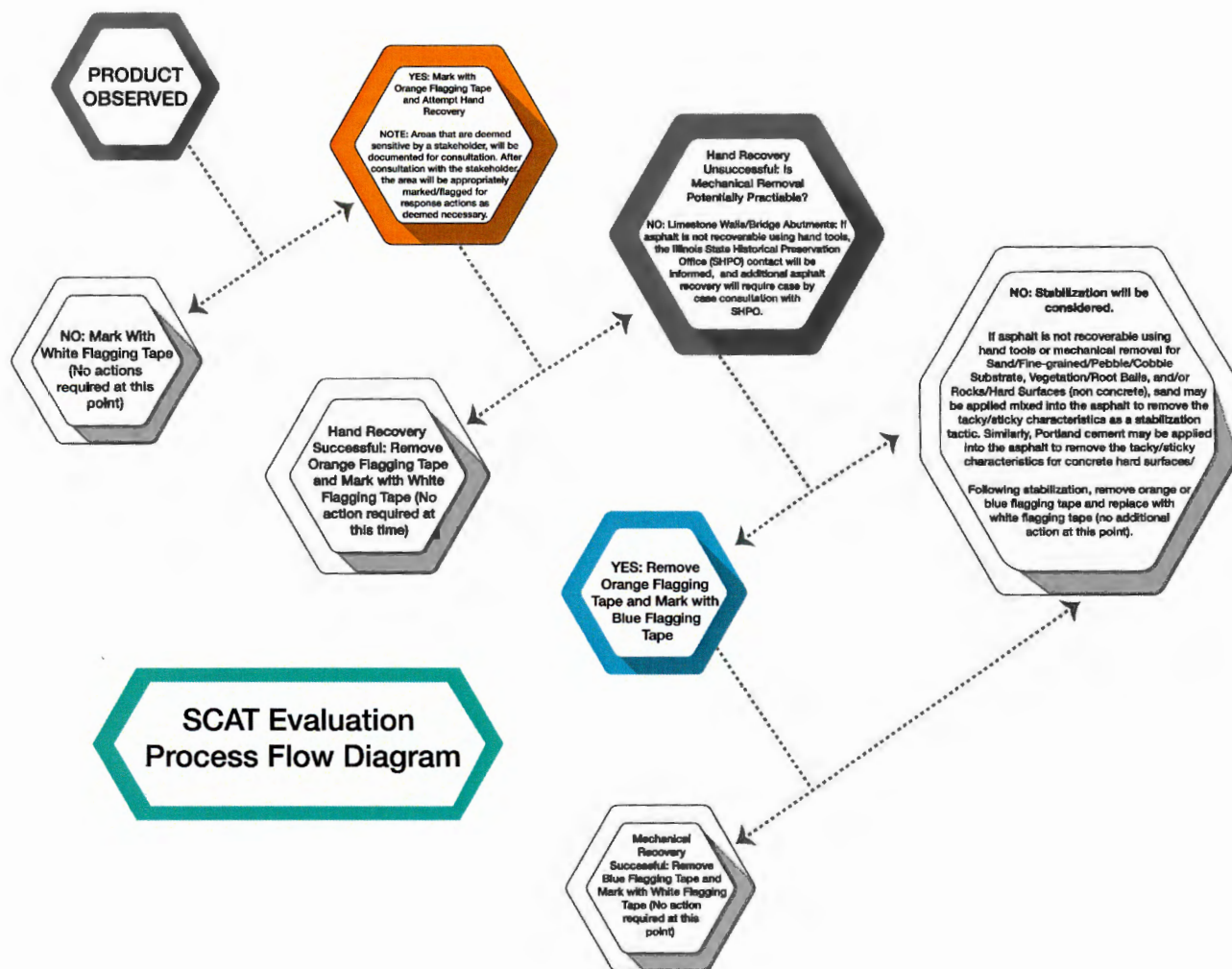
These guidelines are intended to be flexible and can be adjusted in the field as different and unique situations arise. An example includes (but not limited to) several deposits that are smaller than 8", but nearby each other and can be collected rapidly and efficiently.

2.6 Field Identification and Flagging

While conducting SCAT operations, SCAT teams will identify and flag segments of shoreline that require cleanup by an operation recovery team. Using a similar flagging system as identified in the r-SCAT Process, SCAT teams will mark areas with the appropriate colored flagging tape. These locations will be recorded in the SCAT Survey 123 form with locational information. An email summary of areas requiring recovery will be provided to the recovery teams in addition to the flagging system (including photos, and GPS information). Areas that have the presence of asphalt and have been deemed sensitive by a stakeholder, will be documented using the Survey 123 form for consultation. After consultation with the stakeholder, the area will be appropriately marked/flagged for response actions as deemed necessary.

Areas that have been flagged for recovery and addressed by the operations recovery teams, will be reassessed in the following SCAT evaluation. Flagging shall be removed by the SCAT team upon reassessment and verification that endpoints have been met. If SCAT evaluation does not meet the endpoints, flagging (or additional flagging as needed)

will remain and operational recovery teams will be notified for additional recovery. The flagging process is provided in the flow diagram below:



2.7 Field Documentation and Reporting

Survey data (photos, GPS, and field notes) will be collected, compiled, and assessed in accordance with applicable guidelines/legislation. The approved r-SCAT assessment form will continue to be used on Site for the SCAT activities. ESRI Survey123 web forms and/or application for mobile devices will be used to capture data. The data collected in Survey123 is uploaded to ESRI's ArcGIS Online environment where it can be accessed and provided to Site representatives, applicable property owners, stakeholders, and government agencies as soon as it becomes available and using an EPA approved data delivery method.

Final SCAT data will be field verified and data entries will be agreed upon by each member of the SCAT team prior to SCAT form submission.

The SCAT form is provided in Appendix A.

2.8 Health and Safety

SCAT activities will adhere to the health and safety procedures established under the Site-Specific Health and Safety Plan. A tailgate safety session will be conducted before beginning field activities each day and each SCAT Team member shall acknowledge the safety session has been completed by signing the tailgate safety form.

Specific safety considerations for SCAT operations include the following:

- Follow the Site Safety Plan.
- Attend daily safety meetings before start of work.
- Wear appropriate personal protective equipment.
- Use personal flotation devices when on or near water.
- Watch for slips, trips, and falls.
- Coordinate activities with response personnel.

3. Reference Materials

API, 2001. Environmental Considerations for Marine Oil Spill Response. American Petroleum Institute Publication No. 4706, July 2001.

API/NOAA, 1995. Options for Minimizing Environmental Impacts of Freshwater Spill Response. Prepared by E.H. Owens and J. Michel, American Petroleum Institute, Washington D.C. and National Oceanic and Atmospheric Administration, Seattle, WA, American Petroleum Institute Publication No. 4558.

Owen and Sergy, 2000. The SCAT Manual – A Field Guide to the Documentation and Description of Oiled Shorelines. Second Edition. Environment Canada, Edmonton, Alberta, Canada. May 2000.

Owen and Sergy, 2003 Treatment Criteria and End-Point Standards for Oiled Shoreline and Riverbanks. Emergencies Science Division, Environment Canada, Ottawa, ON. March 2003.

Figures



Appendix A

SCAT Form

Incident: _____	Survey from: _____	Date: _____
Name: _____	Company: _____	
Segment ID: _____	Shore/Bed Side: _____	
Primary Shore/Bed Type: _____		
Shore/Bed Photo: _____ 		
Asphalt Observation: _____		
Distribution: _____	Oil Thickness: _____	
Area: _____	Floating oil (close to shore)? _____	
Recovery Performed? _____		
Estimated volume collected: _____	Remaining volume to be collected: _____	
Photos after cleanup completed: _____ 		
Recovery Constraints		
Heavily vegetated (access issues) _____	Manual recovery not feasible - heavy equipment needed _____	
Recovery Recommendations		
Manual Recovery _____	Hand Tool Required Recovery _____	
Raking Recovery _____	Heavy Equipment Recovery _____	
Vegetation Recovery _____	_____	
Additional Comments: _____ 		
Additional Photos: _____ 		



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