



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

Region 5 – 77 W. Jackson Blvd., Chicago, IL 60604

EXPEDITED SETTLEMENT AGREEMENT

Docket Number: CWA-05-2025-0012, NPDES No. MNR053C7G

Penalty Amount: \$5,860 - Inspection Date: May 30, 2025

Duluth Seaway Port Authority (“Respondent”) is a “person,” within the meaning of Section 502(5) of the Clean Water Act (“Act”), 33 U.S.C. § 1362(5), and 40 C.F.R. § 122.2.

Attached is an “Expedited Settlement Offer Worksheet” (“Settlement Worksheet”), which is incorporated by reference. By its signature, Complainant (“EPA”) finds that Respondent is responsible for the alleged violations specified in the Settlement Worksheet.

Respondent failed to comply with the condition(s) or limitation(s) of a duly issued permit pursuant to Section 402 of the Act, 33 U.S.C. § 1342, and Section 301(a) of the Act, 33 U.S.C. § 1311(a).

EPA finds, and Respondent admits, that Respondent is subject to Section 301(a) of the Act, 33 U.S.C. § 1311, and that EPA has jurisdiction over any “person” who “discharges pollutants” from a “point source” to “waters of the United States.” Respondent neither admits nor denies the specific alleged violations specified in the Settlement Worksheet or this Consent Agreement and Final Order (“Agreement”).

EPA is authorized to enter into this Agreement under the authority vested in the Administrator of EPA by Section 309(g)(2)(A) of the Act, 33 U.S.C. § 1319(g)(2)(A), and by 40 C.F.R. § 22.13(b). The parties enter into this Agreement to settle the civil violation(s) alleged in this Agreement for a penalty of \$5,860. Respondent consents to the assessment of this penalty and waives the right to: (1) contest the finding(s) specified in the Settlement Worksheet; (2) a hearing pursuant to Section 309(g)(2) of the Act, 33 U.S.C. § 1319(g)(2); and (3) appeal pursuant to Section 309(g)(8), 33 U.S.C. § 1319(g)(8).

Additionally, Respondent certifies, subject to civil and criminal penalties for making a false statement to the United States Government, that the alleged violations identified in the Settlement Worksheet have been corrected. Respondent shall submit a written report and other documentation required by EPA with this Agreement detailing the specific actions taken to correct the alleged violations cited herein. This documentation may include monitoring, inspection and maintenance reports, documentation of corrective actions, certification records, and other records required for compliance with permit documentation and recordkeeping conditions.

Respondent certifies that, within ten (10) days after receipt of the Final Order, Respondent will submit electronic payment via: www.pay.gov or submit a bank, cashiers, or certified check, with

case name and docket number noted, for the amount specified above, payable to the “Treasurer, United States of America,” via certified mail, to:

Regional Hearing Clerk

U.S. EPA, Region 5

Fines and Penalties, Cincinnati Finance Center

In the Matter of: Duluth Seaway Port Authority

Docket No.: CWA-05-2025-0012

P.O. Box 979077

St. Louis, MO 63197-9000

Respondent agrees that consistent with section 162(f)(1) of the Internal Revenue Code, 26 U.S.C. § 162(f)(1), it will not deduct the penalties paid under this Agreement for federal tax purposes.

This Agreement settles EPA’s civil penalty claims against Respondent for the alleged Clean Water Act violation(s) specified in this Agreement. EPA does not waive its rights to take any enforcement action against Respondent for any other past, present, or future civil or criminal violation of the Act or of any other federal statute or regulation. EPA does not waive its right to issue a compliance order for any uncorrected alleged violation(s) described in the Settlement Worksheet. EPA has determined this Agreement to be appropriate.

Prior to requesting that an EPA Regional Judicial Officer issue the Final Order, EPA will provide a copy of the Agreement to the state of Minnesota for the purposes of consultation with Minnesota on the appropriateness of this Agreement. EPA will also provide public notice of this Agreement and a reasonable opportunity for public comment on it. EPA will address any comments on the Agreement in accordance with section 309(g)(1) and (4)(A) of the Act, 33 U.S.C. § 1319(g)(1) and (4)(A), and 40 CFR §§ 22.38 and 22.45.

This Agreement is binding on the parties signing below and becomes final 30 days from the date it signed is by the Regional Judicial Officer, unless a petition to set aside this Agreement is filed by a commenter pursuant to Section 309(g)(5) of the Act, 33 U.S.C. § 1391(g)(5), following public notice of this Agreement.

APPROVED BY RESPONDENT:

Name

(print): Kevin Beardsley

Title

(print): Executive Director

Signature: _____ Date: _____

APPROVED BY EPA:

_____ Date: _____

Michael Harris

Enforcement and Compliance Assurance Division

More than 40 days have elapsed since providing the Agreement to Minnesota and the issuance of public notice pursuant to Section 309(g)(1) and (4)(A) of the Act, 33 U.S.C. § 1319(g)(1) and (4)(A), and EPA has received no comments concerning this matter.

Having determined that this Agreement is authorized by law, IT IS SO ORDERED:

_____ Date: _____

Regional Judicial Officer

Region 5

U.S. Environmental Protection Agency



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY INDUSTRIAL
STORMWATER
EXPEDITED SETTLEMENT AGREEMENT

Permittee		Site Factors		
Site Name:	Duluth Seaway Port Authority	Acres of Exposure:	136.25	
Street Address:	802 Garfield Avenue	Full Time Employees:	9	
City, State, Zip:	Duluth, MN 55802	Environmental Harm:	Low	
Lat/Long:	46.758976, -92.107057	Sector:	Q - Water Transportation (medium)	
Permit ID:	MNR053C7G	Receiving Water(s):	Superior Bay	
Inspection Date:	5/30/2025	Water(s) Status:	Low Quality	
Permit Section Citation		Magnitude*	Penalty Amount	Duration
2.1.1	Control Measure Selection and Design Considerations	Moderate	\$1,465	
2.1.2	Non-Numeric Technology-Based Effluent Limits			
3.1	Routine Facility Inspections			
3.2	Quarterly Visual Assessment of Stormwater Discharges			
4.1	Monitoring Procedures			
4.2.2	Benchmark Monitoring			
4.2.3	Effluent Limitations Monitoring			
4.2.5	Impaired Waters Monitoring			
5.1	Corrective Actions	Significant	\$4,395	3.5 years
5.2	Additional Implementation Measures (AIM)			
6	Stormwater Pollution Prevention Plan (SWPPP)			
7	Reporting and Recordkeeping			
		Total:	\$5,860	

* "Magnitude" reflects the severity and/or duration of the violations identified by the Inspector(s) at the time of the Inspection.