



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 5
77 WEST JACKSON BOULEVARD
CHICAGO, IL 60604-3590
MAR 23 2016

Robert McCune
President
Superior Marine Ways, Inc.
5852 County Road 1
South Point, Ohio 45680

REPLY TO THE ATTENTION OF

Re: Superior Marine Ways, Inc., South Point, Ohio, Docket No: CWA-05-2016-0009

Dear Mr. McCune:

Enclosed is the fully executed Consent Agreement and Final Order (CAFO) in the resolution of the above case. It was filed on March 23, 2016 with the Regional Hearing Clerk.

This CAFO requires that Superior Marine Ways, Inc. (Superior Marine) pay a penalty and complete a Supplemental Environmental Project (SEP) to mitigate the penalty in this matter. The SEP will eliminate the need for a 2,000 gallon oil tank and 4,400 feet of above and below ground pressurized hydraulic piping along the Ohio River. The cost of the SEP will be at least \$298,000. In addition to the SEP, the penalty amount agreed upon is \$25,000 that covers violations found at both Superior Marine facilities (South Point and Proctorville). The penalty is due 30 days after the effective date of this CAFO, and is to be paid by an electronic funds transfer, payable to "Treasurer, United States of America," and sent to:

Federal Reserve Bank of New York
ABA No. 021030004
Account No. 68010727
33 Liberty Street
New York, New York 10045
Field Tag 4200 of the Fedwire message should read:
"D68010727 Environmental Protection Agency"

The comment or description field of the electronic funds transfer must state Respondent's name and the docket number of this CAFO.

As indicated in your CAFO, a copy of the check or electronic transfer must be sent to:

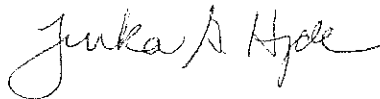
LaDawn Whitehead
Regional Hearing Clerk (E-19J)
U.S. Environmental Protection Agency, Region 5
77 West Jackson Boulevard
Chicago, Illinois 60604

Noel Vargas (WC-15J)
Environmental Engineer/Enforcement Officer
Water Division
U.S. Environmental Protection Agency, Region 5
77 West Jackson Boulevard
Chicago, Illinois 60604

Mary Fulghum
Associate Regional Counsel
Office of Regional Counsel (C-14J)
U.S. Environmental Protection Agency, Region 5
77 West Jackson Boulevard
Chicago, Illinois 60604

If you have any questions, please contact Noel Vargas (312) 353-3575 or your attorney may contact Mary Fulghum, Associate Regional Counsel at (312) 886-4683.

Sincerely,

A handwritten signature in cursive script, appearing to read "Tinka G. Hyde".

Tinka G. Hyde, Director
Water Division

Enclosure

cc: Michael Manns, Superior Marine CFO
Chris Kim Kahn, Frost Brown Todd LLC
Christopher Habel, Frost Brown Todd LLC

**UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 5**

In the Matter of:)	
)	Consent Agreement and Final Order
Superior Marine Ways, Inc.)	In a Proceeding to Assess a Civil Penalty
AKA Superior Marine, Inc.)	
)	
5852 County Road 1)	Under Section 309(g) of the
South Point, Ohio)	
Respondent)	Clean Water Act
)	Docket No.: CWA-05-2016-0009
_____)	



CONSENT AGREEMENT AND FINAL ORDER

Complainant, the Director of the Water Division, U.S. Environmental Protection Agency, Region 5, and Respondent, Superior Marine Ways, Inc. aka Superior Marine Inc. (“Respondent”), have agreed to the settlement of this action before the filing of a complaint. Therefore, this action is simultaneously commenced and concluded under Rules 22.13(b) and 22.18(b) of the *Consolidated Rules of Practice Governing the Administrative Assessment of Civil Penalties, Issuance of Compliance or Corrective Action Orders, and the Revocation, Termination or Suspension of Permits* found at 40 C.F.R. §§ 22.13(b) and 22.18(b). Respondent consents to the entry of this Consent Agreement and Final Order (“CAFO”).

PRELIMINARY STATEMENT

1. EPA institutes this civil administrative proceeding for the assessment of a civil penalty pursuant to the authority granted in Section 309(g) of the Federal Water Pollution Control Act, commonly known as the Clean Water Act (“CWA”), 33 U.S.C. § 1319(g).
2. Respondent is a “person” as that term is defined at Section 502(5) of the CWA, 33 U.S.C. §1362(5), and 40 C.F.R. § 122.2.

STATUTORY AND REGULATORY BACKGROUND

3. To restore and maintain the integrity of the nation's water, Section 301(a) of the CWA, 33 U.S.C. § 1311(a), prohibits the discharge of any pollutant into navigable waters of the United States by any person, except in compliance with, *inter alia*, a National Pollutant Discharge Elimination System ("NPDES") permit issued pursuant to Section 402 of the CWA, 33 U.S.C. § 1342.

4. Section 402 of the CWA, 33 U.S.C. § 1342, establishes the NPDES program under which EPA and, upon receiving authorization from EPA, a state, may permit discharges into navigable waters, subject to specific terms and conditions.

5. Section 402(p) of the CWA, 33 U.S.C. § 1342(p), requires that any storm water discharge associated with industrial activity must comply with the requirements of an NPDES permit.

6. As authorized by Section 402(p) of the CWA, 33 U.S.C. § 1342(p), EPA has issued regulations defining requirements for NPDES permits for storm water discharges. The regulations include those codified at 40 C.F.R. Part 122.

7. "Storm water discharge associated with industrial activity" means the discharge from any conveyance that is used for collecting and conveying storm water and that is directly related to manufacturing, processing or raw material storage areas at an industrial plant. The categories of facilities considered to be engaging in "industrial activity" include Standard Industrial Classification (SIC) 3711 and 3732. Superior Marine's SIC codes are 3731 and 3732 and discharges are considered to be associated with "industrial activity that is directly related to

manufacturing, processing or raw material storage areas at an industrial plant.” See 40 C.F.R. §122.26(b)(14)(xi).

8. 40 C.F.R. § 122.2 defines “discharge of a pollutant” to include any addition of any pollutant to waters of the United States from any point source.

9. “Pollutants” includes “dredged spoil, solid waste, incinerator residue, filter backwash, sewage, garbage, sewage sludge, munitions, chemical wastes, biological materials, radioactive materials (except those regulated under the Atomic Energy Act of 1954, as amended (42 U.S.C. § 2011 *et seq.*)), heat, wrecked or discarded equipment, rock, sand, cellar dirt and industrial, municipal, and agricultural waste discharged into water.” See 40 C.F.R. § 122.2.

10. Section 502(7) of the CWA, 33 U.S.C. § 1362(7), defines “navigable waters” as “the waters of the United States, including the territorial seas.”

11. 40 C.F.R. § 122.2 defines “waters of the United States” to include tributaries of waters that “may be susceptible to use in interstate or foreign commerce, including all waters which are subject to the ebb and flow of the tide.”

12. 40 C.F.R. § 122.2 defines “point source” to include “any discernible, confined and discrete conveyance . . . from which pollutants are or may be discharged.”

13. In August 1992, EPA authorized the State of Ohio (“the State”), through the Ohio Environmental Protection Agency (“Ohio EPA”), to issue and administer NPDES permits in Ohio.

14. Dischargers of storm water associated with industrial activity are required to apply for an individual permit or seek coverage under a promulgated storm water general permit. *See* 40 C.F.R. § 122.26(c).

15. Under the general permitting program, the State issues a general permit covering large categories of dischargers who generally do not need individual permits. *See* 40 C.F.R. § 122.28.

16. 40 C.F.R. § 122.28 allows discharges from storm water point sources to be regulated by general permits.

17. Ohio Administrative Code Chapter 3745-38 allows the Ohio EPA “to administer and enforce all laws relating to the pollution of any of the waters of the state.”

FACTUAL ALLEGATIONS AND ALLEGED VIOLATIONS

18. The Respondent, Superior Marine Ways, Inc., is a corporation organized under the laws of the State of Ohio with places of business in Proctorville and South Point, Ohio.

19. Respondent is a “person” within the meaning of Section 502(5) of the CWA, 33 U.S.C. §1362(5).

20. Respondent has and continues to own and operate a ship building and marine repair facility located on the Ohio River in Proctorville, Ohio (the “Proctorville Facility”).

21. Respondent has and continues to own and operate a ship building and marine repair facilities located on the Ohio River in South Point, Ohio (the “South Point Facility”).

22. Respondent has and continues to build, service, clean, paint and repair marine vessels, navigational aids and marine equipment at the Proctorville Facility.

23. Respondent has operated an outdoor sandblasting operation at the Proctorville Facility.

24. Respondent has and continues to build, service, sandblast, paint and repair marine vessels, navigational aids and marine equipment and operate an oil/wastewater separator plant at the South Point Facility.

25. Respondent's Proctorville and South Point Facilities have, and continue to engage in industrial activity under SIC codes 3731 and 3732 and has industrial storm water discharge associated with industrial activity that is directly related to manufacturing, processing or raw material storage areas at an industrial plant.

26. On June 22 and June 23, 2010, the EPA conducted a multimedia inspection at Respondent's Proctorville and South Point Facilities.

27. During the June 22 and June 23, 2010 multimedia inspection, Respondent's representatives told the EPA inspectors that the Proctorville facility had not applied for or obtained an NPDES permit from the Ohio EPA to discharge storm water associated with industrial activity from the Proctorville Facility.

28. During the June 22 and June 23, 2010 multimedia inspection, Respondent's representatives told the EPA inspectors that the South Point facility had not applied for or obtained an NPDES permit from the Ohio EPA to discharge storm water associated with industrial activity from the South Point Facility.

29. On or about March 10, 2012, Ohio EPA issued a General Permit to Respondent, specifically to discharge storm water associated with industrial activity from the Proctorville facility.

30. On or about March 10, 2012, Ohio EPA issued a General Permit to Respondent a General Permit to discharge storm water associated with industrial activity from the South Point facility.

31. On or about July 30, 2012, Superior Marine received an individual NPDES permit from the Ohio EPA to discharge storm water associated with industrial activity from the South Point facility.

32. Storm water associated with industrial activity discharges from the Proctorville Facility discharges as sheet flow across the ground surface into the Ohio River.

33. Storm water associated with industrial activity at the South Point Facility discharges to the Ohio River from many impervious surfaces such as paved driveways and concrete and asphalt parking areas, and EPA alleges, flows into the Ohio River through several possible outfalls.

34. The Ohio River is a “navigable water” within the meaning of Section 502(7) of the CWA, 33 U.S.C. § 1362(7).

35. The Ohio River is a “water of the United States” as defined by 40 C.F.R. § 122.2.

36. By discharging storm water associated with industrial activity from the Proctorville, Ohio facility without authorization under any NPDES permit, Respondent violated Section 301(a) of the CWA, 33 U.S.C. §1311(a).

37. By discharging storm water associated with industrial activity from the South Point, Ohio facility without authorization under any NPDES permit, Respondent violated Section 301(a) of the CWA, 33 U.S.C. §1311(a).

38. According to 309(g) of the CWA, 33 U.S.C. §1319(g), Respondent's violation of Section 405(e) of the CWA, 33 U.S.C. §1345(e), render it subject to civil penalties not to exceed \$10,000 per day of violation occurring prior to January 31, 1997, up to a maximum of \$125,000; and \$16,000 per day of violation occurring on or subsequent to that date up to a maximum of \$177,500.

TERMS OF SETTLEMENT

39. Based upon the penalty factors set forth in Section 309(g) of the CWA, 33 U.S.C. § 1319(g), EPA and Respondent agree to settle this matter for \$25,000.

40. In developing the proposed settlement penalty for this CAFO, pursuant to Section 309 (g) of the CWA, 33 U.S.C 1319 (g), Complainant has taken into account the particular facts and circumstances of this case in determining the amount of the penalty. Complainant has considered the seriousness of the violations, the economic benefit to the violator, the degree of culpability involved, any other penalty for the same violations, any history of prior violations, the nature, extent, and degree of success of any efforts of the violator to minimize or mitigate the effects of the discharge, the economic impact of the penalty on the violator, performance of a supplemental environmental project ("SEP") and any other matters as justice may require.

41. For the purposes of this proceeding, and pursuant to 40 C.F.R. § 22.18(b) and (c), Respondent: (1) admits that EPA has jurisdiction over the subject matter set forth in this CAFO; and (2) neither admits nor denies the facts stipulated or the violations alleged in this CAFO.

42. Upon execution of this CAFO, Respondent waives all rights to request a judicial or administrative hearing on any issue of law or fact set forth in this CAFO, including, but not limited to, its right to request a hearing under section 309(g)(2)(B) of the CWA, 33 U.S.C. § 1319(g)(2)(B), and its right to appellate review of the CAFO found at Section 309(g)(8)(B) of the CWA, 33 U.S.C. § 1319(g)(8)(B).

43. Respondent must pay the \$25,000.00 civil penalty by mailing a certified or cashier's check made payable to "Treasurer, United States of America" within 60 days after the effective date of this CAFO.

Respondent must send the check to the following address:

U.S. Environmental Protection Agency
Fines and Penalties
Cincinnati Finance Center
P.O. Box 979077
St. Louis, MO 63197-900

44. This civil penalty is not deductible for federal tax purposes.

45. A transmittal letter, stating Respondent's name, complete address, and the case docket number must accompany the payment. Respondent shall simultaneously and separately send notice of such payment, including a copy of the check, to each of the following three persons at the address indicated:

Regional Hearing Clerk
Planning and Management Division (R-13J)
EPA, Region 5
77 West Jackson Boulevard
Chicago, Illinois 60604-3590

Mary Fulghum
Associate Regional Counsel
Office of Regional Counsel (C-14J)
EPA, Region 5
77 West Jackson Boulevard
Chicago, Illinois 60604-3590

Noel Vargas
Water Division (WC-15J)
EPA, Region 5
77 West Jackson Boulevard
Chicago, Illinois 60604-3590

46. Respondent's failure to pay the assessed civil penalty in accordance with the provisions of this CAFO will result in the referral of this matter to the United States Department of Justice for collection in accordance with Section 309(g)(9) of the CWA, 33 U.S.C. § 1319(g)(9). In such an action, the validity, amount, and appropriateness of such penalty shall not be subject to review. In addition to any unpaid balance and interest on this penalty, Respondent shall also be required to pay attorney's fees and costs for collection proceedings and a quarterly nonpayment penalty. This nonpayment penalty shall be in an amount equal to 20% of the aggregate amount of Respondent's penalties and nonpayment penalties which are unpaid as of the beginning of each such quarter.

47. Notwithstanding any other provision of this CAFO, interest shall accrue on any amount overdue under the terms of this CAFO at an annual rate calculated in accordance with 40 C.F.R. § 13.11.

48. Respondent agrees to comply with the requirements of the CWA during its construction activities.

Supplemental Environmental Project

49. Respondent must complete a supplemental environmental project (SEP) designed to protect the public health and the environment by source reduction using equipment or technology modification. By using an electric motor-driven vessel haul out system, the project eliminates the need for a 2,000 gallon oil tank and 4,400 feet of above-ground and below-ground pressurized hydraulic oil piping.

50. At the South Point facility, Respondent must complete the SEP as follows, and as detailed in the attached Appendix A, which is incorporated by reference into this CAFO:

Install five computer-controlled electronic motors to haul vessels from the Ohio River to Respondent's upland shipbuilding and ship repair operations including Building B at the South Point facility at a cost of not less than \$298,000.

51. Within 30 days after the effective date of this CAFO, Respondent must apply to the Ohio EPA for any permits needed to install the electronic motor-driven system to haul out vessels from the Ohio River to Respondent's shipbuilding and ship repair facility at South Point, Ohio.

52. No later than November 1, 2016, Respondent must complete the SEP, including purchasing and installing all the equipment required for the SEP identified in Appendix A.

53. Respondent must spend at least \$298,000 to purchase and install the equipment necessary for the SEP.

54. Upon completion of the SEP, Respondent must continuously use or operate the electric motor driven vessel haul out system in lieu of any diesel motor driven system using hydraulic oil.

55. Respondent certifies as follows:

With the exception of the simultaneously negotiated and executed CAFO resolving alleged violation for failing to prepare a SPCC plan for the South Point Facility in violation of 40 C.F.R. § 112.7 (“SPCC CAFO”), I certify that Superior Marine Ways, Inc.’s South Point facility is not required to perform or develop the SEP by any law, regulation, order, or agreement or as injunctive relief as of the date that I am signing this CAFO. I further certify that Superior Marine Ways, Inc. has not received, and is not negotiating to receive, credit for the SEP in any other enforcement action other than the instant action and the SPCC CAFO.

I certify that Superior Marine Ways, Inc. is not a party to any open federal financial assistance transaction that is funding or could be used to fund the same activity as the SEP. I further certify that, to the best of my knowledge and belief after reasonable inquiry, there is no such open federal financial transaction that is funding or could be used to fund the same activity as the SEP, nor has the same activity been described in an unsuccessful federal financial assistance transaction proposal submitted to EPA within two years of the date that I am signing this CAFO (unless the project was barred from funding as statutorily ineligible). For purposes of this certification, the term “open federal financial assistance transaction” refers to a grant, cooperative agreement, loan, federally-guaranteed loan guarantee or other mechanism for providing federal financial assistance whose performance period has not expired.

56. EPA may inspect the facility at any time to monitor Respondent’s compliance with this CAFO’s SEP requirements.

57. Respondent must maintain copies of the underlying research and data for all reports submitted to EPA pursuant to the CAFO. Respondent must provide the documentation of any underlying research and data to EPA within seven days of EPA's request for the information.

58. Respondent must submit a SEP completion report to EPA within 30 days of completing the SEP as detailed in Appendix A, but no later than December 1, 2016. This report must contain the following information:

- a. Detailed description of the SEP as completed;
- b. Description of any operating problems and the actions taken to correct the problems;
- c. Itemized cost of goods and services used to complete the SEP, documented by copies of invoices, purchase orders or canceled checks that specifically identify and itemize the individual cost of the goods and services;
- d. Certification that Respondent has completed the SEP in compliance with this CAFO; and
- e. Description of the environmental and public health benefits resulting from the SEP (quantify the benefits and pollution reductions, if feasible).

59. Respondent must submit all notices and reports required by this CAFO by first class mail to EPA at the addresses provided in paragraph 45, above.

60. In each report that Respondent submits as provided by this CAFO, it must certify that the report is true and complete by including the following statement signed by one of its officers:

I certify that I am familiar with the information in this document and that, based on my inquiry of those individuals responsible for obtaining the information, it is true and complete to the best of my knowledge. I know that there are significant penalties for submitting false information, including the possibility of fines and imprisonment for knowing violations.

61. Following receipt of the SEP completion report described in paragraph 58, above, EPA must notify Respondent in writing that:

- a. It has satisfactorily completed the SEP and the SEP report;
- b. There are deficiencies in the SEP as completed or in the SEP report and EPA will give Respondent 30 days to correct the deficiencies; or
- c. It has not satisfactorily completed the SEP or the SEP report and EPA will seek stipulated penalties under paragraph 63.

62. If EPA exercises option b, above, Respondent may object in writing to the deficiency notice within 10 days of receiving the notice. The parties will have 30 days from EPA's receipt of Respondent's objection to reach an agreement. If the parties cannot reach an agreement, EPA will give Respondent a written decision on its objection. Respondent will comply with any requirement that EPA imposes in its decision. If Respondent does not complete the SEP as required by EPA's decision, Respondent will pay stipulated penalties to the United States under paragraph 63, below.

63. If Respondent violates any requirement of this CAFO relating to the SEP, Respondent must pay stipulated penalties to the United States as follows:

- a. Except as provided in subparagraph b, below, if Respondent did not complete the SEP satisfactorily according to the requirements of this CAFO, including the schedule in paragraphs 51 and 52, Respondent must pay a penalty of \$65,000.
- b. If Respondent did not complete the SEP satisfactorily, but EPA determines that Respondent made good faith and timely efforts to complete the SEP and certified, with supporting documents, that it spent at least 90 percent of the amount set forth in paragraph 53, Respondent will not be liable for any stipulated penalty under subparagraph a, above.

- c. If Respondent completed the SEP satisfactorily, but spent less than 90 percent of the amount set forth in paragraph 53, Respondent must pay a penalty of \$20,000.
- d. If Respondent did not submit timely the SEP completion report or any other information required by paragraph 57, Respondent must pay penalties in the following amounts for each day after the report was due until it submits the report:

<u>Penalty per violation per day</u>	<u>Period of violation</u>
\$100	1 st through 14 th day
\$500	15 th through 30 th day
\$1000	31 st day and beyond

64. EPA’s determinations of whether Respondent satisfactorily completed the SEP and whether Respondent made good faith and timely efforts to complete the SEP will bind Respondent.

65. EPA may, in the unreviewable exercise of its discretion, reduce or waive stipulated penalties otherwise due under this CAFO.

66. Respondent must pay any stipulated penalties within 15 days of receiving EPA’s written demand for the penalties. Respondent will use the method of payment specified in paragraph 43, above, and will pay interest and nonpayment penalties on any overdue amounts.

67. Any public statement that Respondent makes referring to the SEP must include the following language, “Superior Marine Ways, Inc. undertook this project under the settlement of the United States Environmental Protection Agency’s enforcement action against Superior Marine Ways, Inc. for violation of Section 311 of the Clean Water Act and its implementing oil pollution regulations at 40 C.F.R. Part 112 and for violation of Section 402 of the Clean Water Act for

failing an obtain a National Pollutant Discharge Effluent System permit for stormwater discharge associated with an industrial facility.”

68. If an event occurs which causes or may cause a delay in completing the SEP as required by this CAFO:

- a. Respondent must notify EPA in writing within 10 days after learning of an event which caused or may cause a delay in completing the SEP. The notice must describe the anticipated length of the delay, its cause(s), Respondent’s past and proposed actions to prevent or minimize the delay and a schedule to carry out those actions. Respondent must take all reasonable actions to avoid or minimize any delay. If Respondent fails to notify EPA according to this paragraph, Respondent will not receive an extension of time to complete the SEP.
- b. If the parties agree that circumstances beyond the control of Respondent caused or may cause a delay in completing the SEP, the parties will stipulate to an extension of time no longer than the period of delay.
- c. If EPA does not agree that circumstances beyond the control of Respondent caused or may cause a delay in completing the SEP, EPA will notify Respondent in writing of its decision and any delays in completing the SEP will not be excused.
- d. Respondent has the burden of proving that circumstances beyond its control caused or may cause a delay in completing the SEP. Increased costs for completing the SEP will not be a basis for an extension of time under subparagraph b, above. Delay in achieving an interim step will not necessarily justify or excuse delay in achieving subsequent steps.

69. For federal income tax purposes, Respondent will neither capitalize into inventory or basis, nor deduct any cost or expenditures incurred in performing the SEP.

General Provisions

70. Consistent with the “Standing Order Authorizing E-Mail Service of Order and Other Documents Issued by the Regional Administrator or Regional Judicial Officer Under the

Consolidated Rules,” dated March 27, 2015, the parties consent to service of this CAFO by e-mail at the following valid e-mail addresses: fulghum.mary@epa.gov (for Complainant), and chabel@fbtlaw.com (for Respondent). The parties waive their right to service by the methods specified in 40 C.F.R. § 22.6.

71. Respondent certifies that to the best of its knowledge it is in compliance fully with Section 402 of the Clean Water Act and Stormwater Pollution Prevention Plan regulations at 40 C.F.R. Part 122.26.

72. This CAFO resolves only Respondent’s liability for federal civil penalties for the violations alleged in this CAFO.

73. The CAFO does not affect the rights of EPA or the United States to pursue appropriate injunctive or other equitable relief or criminal sanctions for any violation of law.

74. This CAFO does not affect Respondent’s responsibility to comply with the CWA and other applicable federal, state and local laws. Compliance with this CAFO will not be a defense to any actions subsequently commenced pursuant to federal laws administered by EPA.

75. The terms of this CAFO bind Respondent, its successors and assigns.

76. Each person signing this consent agreement certifies that he or she has the authority to sign for the party whom he or she represents and to bind that party to its terms.

77. Each party agrees to bear its own costs and attorney fees in this action.

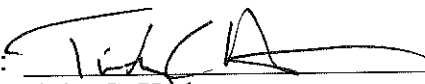
78. This CAFO constitutes the entire agreement between the parties.

79. This CAFO binds both parties, their officers, directors, employees, successors, and assigns to this action. The representative of each party signing this CAFO certifies that he or she has authority to enter into the terms of this CAFO and bind that party to it.

80. The effective date of this CAFO is the date that the CAFO is filed in the office of the Regional Hearing Clerk, after having been signed by the Regional Administrator or his designated representative and subjected to the requirements of Section 309(g)(4)(C) of the CWA, 33 U.S.C. § 1319(g)(4)(C).

**United States Environmental Protection Agency, Region 5,
Complainant**

Date 2/9/2010

By: 
ACTING FOR Tinka G. Hyde
Director, Water Division
EPA, Region 5

Superior Marine Ways, Inc.
Respondent

Date 1-21-16

By:  _____

Michael Manns
Chief Financial Officer

CONSENT AGREEMENT AND FINAL ORDER

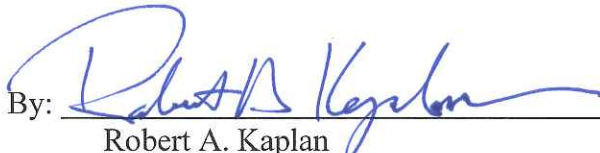
In the Matter of: Superior Marine Ways, Inc.

Docket No. CWA-05-2016-0009



FINAL ORDER

This CAFO is hereby approved. The Respondent is hereby ORDERED to comply with all of the terms of the CAFO effective immediately upon filing of this CAFO with the Regional Hearing Clerk. This CAFO disposes of this matter pursuant to 40 C.F.R. § 22.18(c).

By: 
Robert A. Kaplan
Acting Regional Administrator
United States Environmental Protection Agency
Region 5

Dated: 3/22/16

CWA-05-2016-0009

APPENDIX A

Supplemental Environmental Project

Budgetary Proposal



Wintech

www.wintech-winch.com

WINCHES & FAIRLEADS

318.929.1242 (p) • 318.929.1245 (f)

To: Superior Marine
 Affn: Jim Thompson
 Phone:
 E-mail: jimthompson@superiormarineinc.com

Date: July 24, 2015
 From: Derek Leslie
 Phone: 318.929.1242
 E-mail: derek@wintech-winch.com

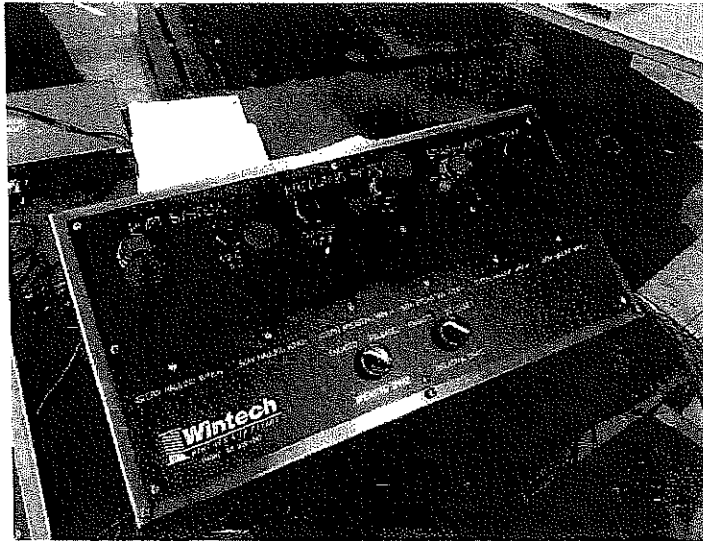
ITEM #	QTY	DESCRIPTION
1.0	1	<p>5 Winch System for Pulling Barge Out of Water</p> <p>(5) Wintech Model CP50000-20 Chain Drive Winches, each with the following specs:</p> <ul style="list-style-type: none"> • 60,000 lbs continuous rated running linepull on 1st layer @ 15 fpm • 55,000 lbs continuous rated running linepull on 2nd layer @ 16 fpm • 51,000 lbs continuous rated running linepull on 3rd layer @ 17 fpm • 48,000 lbs continuous rated running linepull on 4th layer @ 18 fpm • 45,000 lbs continuous rated running linepull on 5th layer @ 19.5 fpm • 42,500 lbs continuous rated running linepull on 6th layer @ 21 fpm • 40,000 lbs continuous rated running linepull on 7th layer @ 22 fpm • Drum is capable of holding 1,350 ft of 1" cable on 7 layers • Drum has 24" Smooth Core and is 24" between the flanges • Minimum recommended fleeting distance is 40 feet • 30 Horsepower TEFC Electric Motor • 480V / 3 phase / 60Hz Supply Power • Suitable for -20°F to 105°F operating temperatures • Spring applied/Electric released holding brake rated at 100% of max rated load • Heavy duty welded frame construction • Fully enclosed helical planetary gear drive and final chain reduction • Drum shaft mounted on roller bearings with grease fittings • Winch is sandblasted, primed and painted with Wintech Blue Marine Duty Paint • Holding dog on drum flange similar to customers existing holding dog. Dog will be either spring actuated or gravity actuated. This prevent the drum from free spooling backwards in the event of an emergency. <div data-bbox="657 1522 1209 1837" style="text-align: center;"> </div>

System Controls:

- Variable frequency drive system with infinite speed control
- Drives and controls are mounted in a centrally located control console
- The control system is set up so that each winch can work independently as well as a one entire unit. Each winch will have a variable frequency drive paired with a proportional joystick. With the joystick, the further you pull the joystick the faster it goes. This gives you the capability of creeping the barge when it is close to its final position.
- The drives are controlled through a PLC to ensure that all the winches will work together.
- VFD's are SEW Eurodrive, PLC is Allen Bradley

Central console type panel controls include:

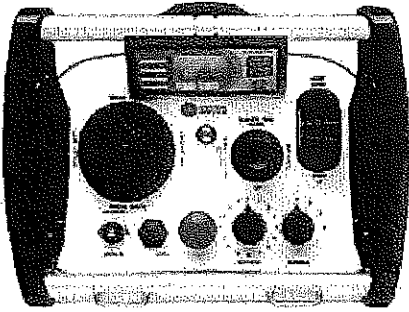
- Winch #1 power in / hold / power out switch
- Winch #2 power in / hold / power out switch
- Winch #3 power in / hold / power out switch
- Winch #4 power in / hold / power out switch
- Winch #5 power in / hold / power out switch
- Auto / Manual Selector Switch
 - Winches work independently in Manual
 - Winches work simultaneously in Auto
- (5) Proportional Joysticks
- Remote / Local Selector Switch
- E-stop button



Control Console above is for a 6 Winch application. Not the exact application, but it shows you the joysticks within the console.

5 Winch System Price \$298,590.00

*This quote is valid for 90 Days
Prices are shown NET to customer specified and in USD
FOB Factory, Shreveport, LA 71107*

2.0	1 EA.	<p>Optional Custom Wireless Remote Control Package Wireless remote control system with handheld transmitter for control of system above via receiver with antennae mounted at the main control enclosure. Controls are rated for 300 ft clear line of sight range. Remote controls include the following:</p> <ul style="list-style-type: none"> • Proportional Joystick for Winch Speed Control • Toggle Switch for Manual / Auto Mode • (5) Position Selector Switch for Manual mode to select which winch you want to control. • E-Stop • Padded Ergonomic Shoulder Harness • Rechargeable Batteries <div style="text-align: center;">  </div> <p style="text-align: right;">Wireless Remote Control Option Price \$8,250.00</p>
3.0	1 EA	<p>5 Year Extended Warranty on Above..... \$12,274.00</p>

Standard Warranty is 1 year from installation or 18 months from shipment.
Shipment from factory will be approximately 12-14 weeks from receipt of confirmed purchase order.
Payment Terms: 25% Down Payment – Remaining Balance due prior to shipment
Freight: Prepay and Add
Wire rope to be quoted at a later date.

If you have any questions please call us at 888.946.8325 or 318.929.1242.

Best Regards,
Derek Leslie

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**SUPERIOR MARINE - SOUTH POINT OHIO FACILITY
CONCEPTUAL MODEL FOR ELECTRIC DRIVEN WINCH SEP**

