



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 8

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2019 SEP -4 PM 4: 15

FILED
EPA REGION VIII
HEARING CLERK

DOCKET NO.: CAA-08-2019-0012

IN THE MATTER OF:

BRUIN E&P PARTNERS, LLC

RESPONDENT

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FINAL ORDER

Pursuant to 40 C.F.R. § 22.13(b) and §§ 22.18(b)(2) and (3) of EPA’s Consolidated Rules of Practice, the Consent Agreement resolving this matter is hereby approved and incorporated by reference into this Final Order.

The Respondent is hereby **ORDERED** to comply with all of the terms of the Consent Agreement, effective immediately upon filing this Consent Agreement and Final Order.

SO ORDERED THIS 4th DAY OF September, 2019.

Katherin E. Hall
Katherin E. Hall
Regional Judicial Officer

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 8

2019 SEP 4 PM 4:15

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EPA REGION VIII
HEARING CLERK

IN THE MATTER OF:)

Bruin E&P Partners, LLC)
602 Sawyer Street, Suite 710)
Houston, Texas 77007)

Respondent.)
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_____)

Docket No. **CAA-08-2019-0012**

CONSENT AGREEMENT

I. PRELIMINARY STATEMENT

1. This is an administrative penalty assessment proceeding brought under section 113(d) of the Clean Air Act (CAA or the Act), 42 U.S.C. § 7413(d), and sections 22.13 and 22.18 of the Consolidated Rules of Practice Governing the Administrative Assessment of Civil Penalties and the Revocation/Termination or Suspension of Permits (Consolidated Rules), as codified at 40 C.F.R. part 22.
2. EPA and Respondent, (together, the Parties) having agreed settlement of this action is in the public interest, consent to the entry of this consent agreement (Agreement) without adjudication of any issues of law or fact herein, and Respondent agrees to comply with the terms of this Agreement.

II. JURISDICTION

3. This Agreement is entered into under the authority vested in the Administrator of the EPA by section 113(d) of the Act, as amended, 42 U.S.C. § 7413(d). The undersigned EPA official has been duly authorized to institute this action.
4. The EPA and the United States Department of Justice jointly determined this matter, although it involves alleged violations that occurred more than one year before the initiation of this proceeding, is appropriate for an administrative penalty assessment, as authorized by section 113(d)(1) of the CAA, 42 U.S.C. § 7413(d).
5. In satisfaction of the requirement in section 113(a)(4) of the Act, 42 U.S.C. § 7413(a)(4), the EPA provided Respondent an opportunity to confer regarding the violations alleged in this Agreement and the Respondent has conferred with and met with the EPA concerning the same.
6. The Regional Judicial Officer is authorized to approve this Agreement with a final order. 40 C.F.R. §§ 22.18(b), 22.4(b).

7. The final order approving this Agreement simultaneously commences and concludes this proceeding. 40 C.F.R. § 22.13(b).

III. DEFINITIONS

8. For purposes of this Agreement, the terms expressly defined by this paragraph shall have the meaning given that term herein. Every other term used in this Agreement that is also defined in the Act, 42 U.S.C. § 7401 *et seq.*, or in the regulations promulgated under the Act shall mean in this Agreement what such term means under the Act or regulations.
 - a. "Active Use" means a Tank System is connected to one or more Active Wells. For a Tank System to be deemed "not in Active Use" under this Agreement, it must not be reasonably capable of receiving production from any and all Active Wells at the Well Pad(s).
 - b. "Active Well" means a well in which the completion interval is capable of producing hydrocarbons through the wellhead and where the well is currently in operation or may be restored to operation by opening valves or by energizing equipment involved in operating the well.
 - c. "AVO" means audio, visual, olfactory.
 - d. "Business Day" means Monday through Friday, with the exception of federal holidays. In computing any period of time under this Agreement expressed in Business Days, where the last day would fall on a Saturday, Sunday, or federal holiday, the period shall run until 11:59 p.m. Mountain Time of the next Business Day.
 - e. "Calendar Day" means any of the seven days of the week. In computing any period of time under this Agreement expressed in Calendar Days (as opposed to Business Days), where the last Calendar Day would fall on a Saturday, Sunday, or federal holiday, the period shall not be extended to the next Business Day.
 - f. "Effective Date" shall have the meaning described in Section XII (Effective Date).
 - g. "Heater-Treater" means a unit that heats the reservoir fluid to break oil/water emulsions and to reduce the oil viscosity. The water is then typically removed by using gravity to allow the water to separate from the oil.
 - h. "OGI Camera Inspection" means an inspection of a Vapor Control System using an optical gas imaging infrared camera designed for and capable of detecting hydrocarbon and volatile organic compound (VOC) emissions, conducted by trained personnel who maintain proficiency through regular use of the optical gas imaging infrared camera.
 - i. "Malfunction" means any sudden, infrequent, and not reasonably preventable failure of air pollution control equipment, process equipment, or a process to operate in a normal or usual manner. Failures that are caused in part by poor maintenance or careless operation are not malfunctions.

- j. "MHA Nation" means the Three Affiliated Tribes of the Mandan, Hidatsa and Arikara Nation, a federally-recognized Indian tribe.
- k. "Normal Operations" mean all periods of operation, excluding Malfunctions. For Storage Tanks at Well Pads. Normal Operations include, but are not limited to, liquid dumps from a Separator or Heater-Treater.
- l. "Post-Repair OGI Camera Inspection" means an OGI Camera Inspection conducted following the observance of Reliable Information and the performance of corrective action to confirm the repair, replacement, etc. resulted in no further emissions.
- m. "Produced Oil" means oil that is separated from extracted reservoir fluids during Production Operations.
- n. "Produced Water" means water that is separated from extracted reservoir fluids during Production Operations.
- o. "Production Operations" mean the extraction, separation using Separators or Heater-Treaters, and temporary storage of reservoir fluids from an oil and natural gas well at a Well Pad.
- p. "Reliable Information" means any observance or detection of VOC emissions either: 1) from a Storage Tank opening (e.g., pressure relief device (PRD)/thief hatch), except during gauging or maintenance; or 2) from a combustion device used in a Vapor Control System without flame presence indicating combustion. Reliable Information must be observed or detected: 1) using an optical gas imaging infrared camera, EPA Method 21 monitoring, or AVO inspection; and 2) by the EPA, Respondent's employees, or Respondent's contractors trained to conduct inspections for emissions. For purposes of this Agreement only, evidence of past surface staining alone shall not be considered Reliable Information. As to combustion devices used in a Vapor Control System, Reliable Information shall also include any observance or detection of Visible Smoke Emissions or no pilot light present by the EPA, Respondent's employees or Respondent's contractors. Observation from a Tank System while all wells associated with that Tank System are temporarily shut-in, and during which working and standing emissions may occur, will not be considered Reliable Emissions.
- q. "Semi-Annual Report" means the report to be submitted every six months during the duration of this Agreement. The Semi-Annual Report will include the records required under subparagraphs 73.b.iv, 73.c.iv, and 73.d.iii. The first report, which shall document activities over the first six months of Respondent's Directed Inspection and Preventative Maintenance (DI/PM) Program shall be submitted no later than 240 days after commencement of the DI/PM Program. Respondent shall submit the second report, documenting compliance over the next six months, no later than six months after the first report is due. Respondent's annual FIP report, annual OOOO report, or 40 C.F.R. Part 98 report may satisfy requirements for a Semi-Annual Report provided the information required under subparagraphs 73.b.iv, 73.c.iv, and 73.d.iii is provided at least every six months during the duration of the Agreement. Respondent shall

thereafter continue to submit the Semi-Annual Reports every six months until termination of the Agreement. The Semi-Annual Reports will be submitted to:

Alexis North
U.S. Environmental Protection Agency, (8ENF-AT-AE)
1595 Wynkoop Street
Denver, Colorado 80202
North.Alexis@epa.gov

- r. "Separator" means a pressurized vessel designed to separate reservoir fluids into their constituent components of oil, natural gas, and water.
- s. "Storage Tank" means a unit that is constructed primarily of non-earthen materials (such as steel, fiberglass, or plastic) that provides structural support and is designed to contain an accumulation of produced reservoir fluids (e.g., Produced Oil or Produced Water). A liquid knock-out vessel or similar device is not considered a Storage Tank.
- t. "Tank System" means one or more Storage Tanks, with at least one Produced Oil Storage Tank, that share a common Vapor Control System. For purposes of this Agreement, "Tank System" refers to Storage Tanks associated with Production Operations on the FBIR.
- u. "Trigger Point" means the lowest set point of any device designed to relieve pressure from a Tank System minus two ounces. Set point refers to the pressure (in ounces) at which a device is designed to relieve pressure.
- v. "Vapor Control System" or "VCS" means the system used to contain, convey, and control vapors from one or more Storage Tank(s) (including flashing, working, breathing, and standing losses), as well as any natural gas carry-through to Storage Tanks. A Vapor Control System includes a Tank System, piping to convey vapors from a Tank System to a combustion device or vapor recovery unit, fittings, connectors, liquid knockout vessels or vapor control piping, openings on Storage Tanks (such as thief hatches and any other PRDs), and emission control devices.
- w. "VCS Root Cause Analysis" means an assessment conducted through a process of investigation to determine the primary cause and contributing cause(s), if any, of VOC emissions from a Vapor Control System.
- x. "Visible Smoke Emissions" mean pollutants generated by thermal oxidation in a flare or enclosed combustor and occurring immediately downstream of the flame, as determined by use of EPA Reference Method 22. Visible Smoke occurring within, but not downstream, of the flame, is not considered to constitute Visible Smoke Emissions. Visible Smoke Emissions shall mean observations of smoke for any period or periods of duration greater than or equal to one (1) minute in any fifteen (15) minute period during Normal Operations, pursuant to EPA Method 22. Visible Emissions do not include radiant energy or water vapor. EPA Method 22 need only be performed if smoke is observed.

- y. “VOC” or “VOCs” means volatile organic compounds.
- z. “Well Pad” means a property with one or more Storage Tank(s) capable of receiving Produced Oil from Production Operations. The Well Pads that are subject to this Agreement are identified in Attachment A.

IV. GOVERNING LAW

FBIR FIP

- 9. The purpose of the CAA is to “protect and enhance the quality of the Nation’s air resources so as to promote the public health and welfare and the productive capacity of its population.” 42 U.S.C. § 7401(b)(1).
- 10. The Act directs the EPA to identify those air pollutants which “may reasonably be anticipated to endanger public health or welfare” and to issue air quality criteria for them based on “the latest scientific knowledge” about the effects of the pollutants on public health and the environment. The pollutants identified are “criteria pollutants.” 42 U.S.C. § 7408.
- 11. The Act requires the EPA to promulgate regulations establishing national ambient air quality standards (NAAQS) for criteria pollutants. The primary NAAQS must be set at the level “requisite to protect the public health” with an adequate margin of safety, and the secondary NAAQS are intended to protect “the public welfare.” Public welfare effects include “effects on soils, water, crops, vegetation” and other environmental impacts including, but not limited to, effects on animals, wildlife, property, and economic values. 42 U.S.C. § 7602(h).
- 12. Ground-level ozone, commonly known as “smog,” is one of six criteria pollutants for which the EPA has promulgated national standards, due to its adverse effects on human health and the environment.
- 13. Ozone is not emitted directly from sources of air pollution. Ozone is a photochemical oxidant, formed when certain chemicals in the ambient air react with oxygen in the presence of sunlight. These chemicals—VOC and nitrogen oxides (NO_x)—are called “ozone precursors.” Sources that emit ozone precursors are regulated to reduce ground-level ozone. *See* 62 Fed. Reg. 38,856 (July 18, 1997), 80 Fed. Reg. 65,292 (Oct. 26, 2015).
- 14. On March 22, 2013, the EPA finalized a Federal Implementation Plan (FIP) for the Fort Berthold Indian Reservation, codified at 40 C.F.R. §§ 49.4161–.4168, to “establish legally and practicably enforceable requirements to control and reduce VOC emissions from well completion operations, well recompletion operations, production operations, and storage operations at existing, new and modified oil and natural gas production facilities.” 78 Fed. Reg. 17,836, 17,858 (Mar. 22, 2013).

15. The FBIR FIP contains requirements to control emissions from storage tanks associated with production operations, including, but not limited to, requirements for storage tank closed vent systems, covers, and control devices. 40 C.F.R. §§ 49.4164, 49.4165.

New Source Performance Standards

16. Section 111(b) of the Act authorizes the Administrator of the EPA to promulgate standards of performance applicable to “new sources” within categories of sources that cause “air pollution which may reasonably be anticipated to endanger public health or welfare.” 42 U.S.C. § 7411(b).
17. A “new source” under Section 111 is any stationary source, the construction or modification of which is commenced after the promulgation of the standards of performance applicable to such source. 42 U.S.C. § 7411(a)(2).
18. A “stationary source” is a building, structure, facility, or installation which emits or may emit any air pollutant. 42 U.S.C. § 7411(a)(3).
19. In 1979, the EPA listed “Crude Oil and Natural Gas Production” as a source category that contributes significantly to air pollution and for which standards of performance would be established. 44 Fed. Reg. 49,222 (Aug. 21, 1979).
20. It is unlawful for owners and operators of any new source to operate in violation of applicable standards of performance after the standards have gone into effect. 42 U.S.C. § 7411(e).

Subpart JJJJ

21. In 2008, the EPA promulgated under section 111 of the Act “Standards of Performance for Stationary Spark Ignition Internal Combustion Engines.” 73 Fed. Reg. 3,568 (Jan. 18, 2008).
22. Each of these standards is a “standard of performance” within the meaning of section 111(a)(1) of the Act, 42 U.S.C. § 7411(a)(1), or a “design, equipment, work practice, or operational standard, or combination thereof” under section 111(h) of the Act, 42 U.S.C. § 7411(h). These standards are set forth in 40 C.F.R part 60, subpart JJJJ, §§ 60.4230–4247 (NSPS subpart JJJJ).
23. Subpart JJJJ contains requirements for, among other things, performance testing, operations, and maintenance of stationary spark ignition (SSI) internal combustion engines. 40 C.F.R. § 60.4243.

Subpart OOOO

24. In 2012, the EPA promulgated under section 111 of the Act “Standards of Performance for Crude Oil and Natural Gas Production, Transmission and Distribution.” 77 Fed. Reg. 49,542 (Aug. 16, 2012).

25. Each of these standards is a “standard of performance” within the meaning of section 111(a)(1) of the Act, 42 U.S.C. § 7411(a)(1), or a “design, equipment, work practice, or operational standard, or combination thereof” under section 111(h) of the Act, 42 U.S.C. § 7411(h). These standards are set forth in 40 C.F.R part 60, subpart OOOO, §§ 60.5360–5430 (NSPS subpart OOOO).
26. Subpart OOOO applies to “affected facilities” for which owners or operators commence construction, modification or reconstruction after August 23, 2011, and on or before September 18, 2015. 40 C.F.R. § 60.5365.
27. Subpart OOOO contains requirements to control emissions from certain storage vessels located in the oil and gas production segment, including, but not limited to, requirements for storage vessel closed vent systems, covers, and control devices. 40 C.F.R. §§ 60.5370, 60.5411.

Subpart OOOOa

28. In 2016, the EPA promulgated under section 111 of the Act “Standards of Performance for Crude Oil and Natural Gas Facilities for Which Construction, Modification or Reconstruction Commenced After September 18, 2015.” 81 Fed. Reg. 35,824 (June 3, 2016).
29. Each of these standards is a “standard of performance” within the meaning of section 111(a)(1) of the Act, 42 U.S.C. § 7411(a)(1), or a “design, equipment, work practice, or operational standard, or combination thereof” under section 111(h) of the Act, 42 U.S.C. § 7411(h). These standards are set forth in 40 C.F.R part 60, subpart OOOOa, §§ 60.5360a–5432a (NSPS subpart OOOOa).
30. Subpart OOOOa applies to “affected facilities” for which owners or operators commence construction, modification or reconstruction after September 18, 2015. 40 C.F.R. § 60.5365a.
31. Subpart OOOOa contains requirements to control emissions from certain storage vessels located in the oil and gas production segment, including, but not limited to, requirements for storage vessel closed vent systems, covers, and control devices. 40 C.F.R. §§ 60.5370a, 60.5411a.

New Source Review FIP

32. In 2011, the EPA promulgated a FIP under the CAA for Indian country that included New Source Review (NSR) regulations. The FIP includes requirements for minor sources in Indian country. 76 Fed. Reg. 38,748 (July 1, 2011).
33. A minor source for purposes of the FIP is a source that has the potential to emit regulated NSR pollutants in amounts that are less than the major source thresholds in 40 C.F.R. §§ 49.167 or 52.21, as applicable, but equal to or greater than the minor NSR thresholds in 40 C.F.R. § 49.153. 40 C.F.R. § 49.152.

34. Minor sources subject to the NSR FIP in Indian country that are in the oil and natural gas production segment must submit a "Part 1 Registration Form" 30 days prior to beginning construction. Those sources must submit a "Part 2 Registration Form" within 60 days after the startup of production. 40 C.F.R. § 49.160(c)(1)(iv).

V. STIPULATED FACTS

35. In July 2017, Respondent entered into an agreement to purchase oil and natural gas production assets on the FBIR from Halcón Resources Corporation, Halcón Holdings, Inc., and their subsidiaries. The sale closed on or around September 7, 2017.
36. HRC Operating, LLC, a predecessor entity of Halcón Holdings, Inc., continued to operate certain assets subject to the sale referenced in paragraph 35 until November 21, 2017.
37. On September 19, 2017, the EPA conducted onsite inspections for compliance with the FBIR FIP at ten well pads owned by Bruin E&P Partners, LLC (Bruin) (or its subsidiaries) and operated by HRC Operating, LLC under a transition services agreement with Bruin. Using an IR camera, the EPA observed Vapor Control Systems at eight of ten Well Pads inspected were emitting vapors directly to the atmosphere. Well Pads where emissions were observed are listed on Attachment B.
38. On August 1, 2018, the EPA accepted Bruin's March 28 and April 9, 2018, proposals to enter into an audit agreement to audit all oil and natural gas production operations on the FBIR for compliance with the CAA under EPA's policies entitled "Incentives for Self-Policing: Discovery, Disclosure, Correction and Prevention of Violations" (Audit Policy), 65 Fed. Reg. 19,618 (Apr. 11, 2000), and "Interim Approach to Applying the Audit Policy to New Owners" (Interim Approach), 73 Fed. Reg. 44,991 (Aug. 1, 2008).
39. On January 24, 2019, Bruin provided its final audit report. By agreement of the parties, Bruin provided supplemental information to its audit report in February and March 2019. For purposes of this Agreement, any disclosures submitted by Bruin after August 1, 2018 and by March 31, 2019 shall collectively be "Bruin's Voluntary Self-Disclosure."
40. Bruin is a corporation doing business in the State of North Dakota and on the FBIR. Respondent is a "person" as defined in section 302(e) of the Act, 42 U.S.C. § 7602(e).
41. Respondent is the owner and operator, as defined by section 111(a)(5) of the Act, 42 U.S.C. § 7411(a)(5), and 40 C.F.R. § 49.4163(a)(13), of the Well Pads listed in Attachments A and B.
42. Pursuant to EPA's Audit Policy, Bruin hereby certifies and warrants as true for all the violations listed in Attachment A, the following facts upon which this Agreement is based:
 - a. The violations were discovered through an audit or through a compliance management system reflecting due diligence;
 - b. The violations were discovered voluntarily;

- c. The violations were promptly disclosed to the EPA in writing, as detailed in Bruin's Voluntary Self-Disclosure;
 - d. The violations were disclosed prior to commencement of an agency inspection or investigation, notice of citizen suit, filing of a complaint by a third party, reporting of the violations by a "whistleblower" employee, or imminent discovery by a regulatory agency;
 - e. The violations have been corrected and Bruin is, to the best of its knowledge and belief, in full compliance with CAA § 111, 42 U.S.C. § 7411, its implementing regulations, and the NSR FIP, as set forth in Attachment A, hereby incorporated by reference;
 - f. Appropriate steps have been taken to prevent a recurrence of the violations;
 - g. The violations have not resulted in serious actual harm nor presented an imminent and substantial endangerment to human health or the environment and they did not violate the specific terms of any judicial or administrative Final Order or Agreement; and
 - h. Respondent has cooperated as requested by EPA.
43. As of June 2018, Respondent has conducted a field survey of all oil and natural gas operations on the FBIR, which included an evaluation of the condition of all PRDs/thief hatches, mountings, and gaskets at each Storage Tank at a Tank System, and the possibility of upgrading such equipment to reduce the likelihood of VOC emissions.
44. As of June 2018, Respondent has ensured that every thief hatch is either welded or mounted with a suitable gasket to the Storage Tank to prevent VOC emissions at the attachment point to the Storage Tank. Respondent has repaired, replaced, or upgraded PRDs/thief hatches, mountings, and gaskets where evaluation indicated the presence of VOC emissions.
45. As of June 2018, Respondent has conducted an OGI Camera Inspection of all Tank System openings (e.g., PRDs/thief hatches) from all associated Production Operations to determine if the Tank Systems were emitting VOCs. If VOC emissions were observed during the OGI Camera Inspection, Respondent repaired or replaced the component causing the emissions. Respondent resurveyed each Tank System, using an OGI Camera Inspection, to verify that the repair or replacement was successful.
46. As of October 2018, Respondent has, using a third-party engineer, conducted an engineering evaluation of all Tank Systems to ensure Vapor Control Systems are adequately designed and sized. Where the engineering evaluation found a Vapor Control System was not adequately designed or sized, Respondent has completed modifications to ensure all vapors are routed to a control device.

VI. ALLEGED VIOLATIONS OF LAW

FBIR FIP

47. At all times relevant to this Agreement, Respondent conducted oil and natural gas production operations in the “Bakken Pool,” as defined by 40 C.F.R. § 49.4163(a)(1).
48. Each of the Well Pads on Attachment B are an “oil and natural gas production facility,” within the meaning of the FIP, 40 C.F.R. § 49.4163(a)(11).
49. Each of the Well Pads on Attachment B has one or more oil and natural gas wells that was completed or recompleted on or after August 12, 2007.
50. The Well Pads listed on Attachment B are, or were at all times relevant to this Agreement, subject to the requirements of the FIP.
51. Based on the EPA’s September 2017 inspections and information provided in Bruin’s Voluntary Self-Disclosure the EPA alleges Bruin violated one or more of the following requirements of the FBIR FIP at one or more of the Well Pads identified on Attachment B for varying lengths of time between September 7, 2017 and the Effective Date of this Agreement:
 - a. “Each owner or operator must operate and maintain all liquid and gas collection, storage, processing and handling operations, regardless of size, so as to minimize leakage of natural gas emissions to the atmosphere.” 40 C.F.R. § 49.4164(a).
 - b. Within 90 days of the first date of production, “each owner or operator must . . . [r]oute all standing, working, breathing, and flashing losses from the produced oil storage tanks and any produced water storage tank interconnected with the produced oil storage tanks through a closed vent system to . . . (i) [a]n operating system designed to recover and inject the natural gas emissions into a natural gas gathering pipeline system for sale or other beneficial use; or (ii) an enclosed combustor or utility flare capable of reducing the mass content of VOC . . . by at least 98.0 percent.” 40 C.F.R. § 49.4164(d)(2).
 - c. “Each owner or operator must equip all openings on each produced oil storage tank and produced water storage tank interconnected with produced oil storage tanks with a cover to ensure that all natural gas emissions are efficiently being routed through a closed-vent system to a vapor recovery system, an enclosed combustor, a utility flare, or a pit flare.” 40 C.F.R. § 49.4165(a).
 - d. “Each cover and all openings on the cover (e.g., access hatches, sampling ports, pressure relief valves (PRV), and gauge wells) shall form a continuous impermeable barrier over the entire surface area of the produced oil and produced water in the storage tank.” 40 C.F.R. § 49.4165(a)(1).
 - e. “Each cover opening shall be secured in a closed, sealed position (e.g., covered by a gasketed lid or cap) whenever material is in the unit on which the cover is installed

except during those times when it is necessary to use an opening [to add or remove material, inspect or sample material, or inspect or repair equipment].” 40 C.F.R. § 49.4165(a)(2).

- f. “Each thief hatch cover shall be weighted and properly seated.” 40 C.F.R. § 49.4165(a)(3).
- g. “Each PRV shall be set to release at a pressure that will ensure that natural gas emissions are routed through the closed-vent system to the [control device] under normal operating conditions.” 40 C.F.R. § 49.4165(a)(4).
- h. “Each closed-vent system must route all produced natural gas and natural gas emissions from production and storage operations to the natural gas sales pipeline or the control devices required by [40 C.F.R. § 49.4165(a)].” 40 C.F.R. § 49.4165(b)(1).
- i. “All vent lines, connections, fittings, valves, relief valves, or any other appurtenance employed to contain and collect natural gas, vapor, and fumes and transport them to a natural gas sales pipeline and any VOC control equipment must be maintained and operated properly at all times.” 40 C.F.R. § 49.4165(b)(2).
- j. “Each closed-vent system must be designed to operate with no detectable natural gas emissions.” 40 C.F.R. § 49.4165(b)(3).

NSPS Subpart JJJJ

- 52. Bruin owns and operates SSI internal combustion engines, as that term is defined by 40 C.F.R. § 60.4248, subject to NSPS subpart JJJJ on the FBIR.
- 53. NSPS subpart JJJJ requires owners and operators of SSI internal combustion engines greater than 25 horsepower (HP) and less than or equal to 500 HP to “keep a maintenance plan and records of conducted maintenance and must, to the extent practicable, maintain and operate the engine in a manner consistent with good air pollution control practice for minimizing emissions. In addition, you must conduct an initial performance test to demonstrate compliance.” 40 C.F.R. § 60.4243(b)(2)(i).
- 54. Based on information provided in Bruin’s Voluntary Self-Disclosure, Bruin failed to conduct initial performance testing on SSI internal combustion engines greater than 25 HP and less than or equal to 500 HP at certain of the Well Pads and for the time periods listed on Attachments A and B, in violation of NSPS subpart JJJJ and section 111 of the CAA.
- 55. NSPS subpart JJJJ requires owners and operators of SSI internal combustion engines greater than 500 HP to “keep a maintenance plan and records of conducted maintenance and must, to the extent practicable, maintain and operate the engine in a manner consistent with good air pollution control practice for minimizing emissions. In addition, you must conduct an initial performance test and conduct subsequent performance testing every 8,760 hours or 3 years, whichever comes first, thereafter to demonstrate compliance.” 40 C.F.R. § 60.4243(b)(2)(ii).

56. Based on information provided in Bruin's Voluntary Self-Disclosure, Bruin failed to conduct performance testing on SSI internal combustion engines greater than 500 HP at certain of the Well Pads and for the time periods listed on Attachments A and B, in violation of NSPS subpart JJJJ and section 111 of the CAA, 42 U.S.C. § 7411.
57. Each violation of NSPS subpart JJJJ constitutes a violation of section 111 of the Act, 42 U.S.C. § 7411.

NSPS Subpart OOOO

58. Bruin owns and operates storage vessels, as that term is defined by 40 C.F.R. § 60.5430, in the oil and natural gas production segment located on the FBIR.
59. Storage vessels at the Tabeguache Well Pad listed on Attachment B were constructed, modified, or reconstructed after August 23, 2011, and on or before September 18, 2015 and are subject to NSPS OOOO.
60. Based on the EPA's September 2017 inspections and information provided in Bruin's Voluntary Self-Disclosure the EPA alleges Bruin violated one or more of the following requirements of NSPS OOOO at the Tabeguache Well Pad listed on Attachment B between September 7, 2017 and the Effective Date of this Agreement:
 - a. "At all times, including periods of startup, shutdown, and malfunction, owners and operators shall maintain and operate any affected facility including associated air pollution control equipment in a manner consistent with good air pollution control practice for minimizing emissions." 40 C.F.R. § 60.5370(b).
 - b. "The cover and all openings on the cover (e.g., access hatches, sampling ports, pressure relief valves and gauge wells) shall form a continuous impermeable barrier over the entire surface area of the liquid in the storage vessel or wet seal fluid degassing system." 40 C.F.R. § 5411(b)(1).
 - c. "Each cover opening shall be secured in a closed, sealed position (e.g., covered by a gasketed lid or cap) whenever material is in the unit on which the cover is installed except during those times when it is necessary to [to add or remove material, inspect or sample material, inspect or repair equipment, or vent liquids, gases or fumes through a closed vent system designed and operated in accordance with subpart OOOO to a control device or to a process]." 40 C.F.R. § 5411(b)(2).
 - d. "Each storage vessel thief hatch shall be equipped, maintained and operated with a weighted mechanism or equivalent, to ensure that the lid remains properly seated." 40 C.F.R. § 60.5411(b)(3).
 - e. Owners and operators "must design the closed vent system to route all gases, vapors, and fumes emitted from the material in the storage vessel to a control device that meets the requirements specified in § 60.5412(c) and (d), or to a process." 40 C.F.R. § 60.5411(c)(1).

- f. Owners and operators “must design and operate a closed vent system with no detectable emissions, as determined using olfactory, visual and auditory inspections.” 40 C.F.R. § 60.5411(c)(1).
61. Each violation of NSPS subpart OOOO constitutes a violation of section 111 of the Act, 42 U.S.C. § 7411.

NSPS Subpart OOOOa

62. Bruin owns and operates storage vessels, as that term is defined by 40 C.F.R. § 60.5430a, in the oil and natural gas production segment located on the FBIR.
63. Storage vessels at the Sneffels and Wilson Well Pads listed on Attachment B were constructed, modified, or reconstructed after September 18, 2015 and are subject to NSPS OOOOa.
64. Based on the EPA’s September 2017 inspections and information provided in Bruin’s Voluntary Self-Disclosure the EPA alleges Bruin violated one or more of the following requirements of NSPS OOOOa at the Sneffels and Wilson Well Pads listed on Attachment B between September 7, 2017 and the Effective Date of this Agreement:
- a. “At all times, including periods of startup, shutdown, and malfunction, owners and operators shall maintain and operate any affected facility including associated air pollution control equipment in a manner consistent with good air pollution control practice for minimizing emissions.” 40 C.F.R. § 60.5370a(b).
 - b. “The cover and all openings on the cover (e.g., access hatches, sampling ports, pressure relief devices and gauge wells) shall form a continuous impermeable barrier over the entire surface area of the liquid in the storage vessel or wet seal fluid degassing system.” 40 C.F.R. § 5411(b)(1).
 - c. “Each cover opening shall be secured in a closed, sealed position (e.g., covered by a gasketed lid or cap) whenever material is in the unit on which the cover is installed except during those times when it is necessary to use an opening to [to add or remove material, inspect or sample material, inspect or repair equipment, or vent liquids, gases or fumes through a closed vent system designed and operated in accordance with subpart OOOOa to a control device or to a process].” 40 C.F.R. § 5411a(b)(2).
 - d. “Each storage vessel thief hatch shall be equipped, maintained and operated with a weighted mechanism or equivalent, to ensure that the lid remains properly seated and sealed under normal operating conditions, including such times when working, standing/breathing, and flash emissions may be generated.” 40 C.F.R. § 5411a(b)(3).
 - e. Owners and operators “must design the closed vent system to route all gases, vapors, and fumes emitted from the material in the storage vessel to a control device that meets the requirements specified in §60.5412a(c) and (d), or to a process.” 40 C.F.R. § 5411a(c)(1).

- f. Owners and operators “must design and operate a closed vent system with no detectable emissions, as determined using olfactory, visual and auditory inspections.” 40 C.F.R. § 60.5411a(c)(2).
65. Each violation of NSPS subpart OOOOa constitutes a violation of section 111 of the Act, 42 U.S.C. § 7411.

NSR FIP

66. Certain of the Well Pads on Attachment A are minor sources, as that term is defined by 40 C.F.R. § 49.152.
67. Based on information provided in Bruin’s Voluntary Self-Disclosure, Bruin failed to submit Part 1 Registration Forms or Part 2 Registration Forms for certain of the Well Pads and for the time periods listed on Attachment A, in violation of 40 C.F.R. § 49.160.

VII. TERMS OF CONSENT AGREEMENT

68. For the purpose of this proceeding, as required by 40 C.F.R. § 22.18(b)(2), Respondent:
- a. admits the EPA has jurisdiction over the subject matter alleged in this Agreement;
 - b. neither admits nor denies the alleged violations of law stated above;
 - c. consents to the assessment of a civil penalty as stated below;
 - d. consents to the issuance of any specified compliance or corrective action order;
 - e. consents to any conditions specified in this Agreement;
 - f. waives any right to contest the alleged violations of law; and
 - g. waives its rights to appeal the Final Order issued by the RJO approving this Agreement.
69. For the purpose of this Agreement, Respondent:
- a. agrees that this Agreement states a claim upon which relief may be granted against Respondent;
 - b. acknowledges that this Agreement constitutes an enforcement action for purposes of considering Respondent’s compliance history in any subsequent enforcement actions;
 - c. waives any and all remedies, claims for relief and otherwise available rights to judicial or administrative review that Respondent may have with respect to any issue

of fact or law set forth in this Agreement, including any right of judicial review under section 307(b)(1) of the Act, 42 U.S.C. § 7607(b)(1);

- d. consents to personal jurisdiction in any action to enforce this Agreement, in the United States District Court for the District of North Dakota; and
- e. waives any rights it may possess at law or in equity to challenge the authority of the EPA to bring a civil action in a United States District Court to compel compliance with the Agreement, and to seek an additional penalty for such noncompliance, and agrees that federal law shall govern in any such civil action.

70. Civil Penalty.

- a. EPA agrees, based upon the facts and information submitted by Respondent and upon Respondent's certification herein to the veracity of this information, that Respondent has satisfied all of the conditions set forth in the Audit Policy for violations described in Attachment A and thereby qualifies for 100% reduction of the gravity component of the civil penalty that otherwise would apply to these violations. The EPA determined economic benefit associated with the violations in Attachment A was insignificant.
- b. Violations listed in Attachment B do not qualify for Audit Policy coverage.
- c. To determine the amount of the civil penalty to be assessed pursuant to section 113(e)(1) of the Act, 42 U.S.C. § 7413(e)(1) for violations listed in Attachment B, the EPA took into account, in addition to such other factors as justice may require, the size of the business, the economic impact of the penalty on the business, the violators' full compliance history and good faith efforts to comply, the duration of the violations as established by any credible evidence, payment by the violators of penalties previously assessed for the same violations, the economic benefit of noncompliance, and the seriousness of the violations.
- d. Respondent agrees to pay a civil penalty of \$105,000 (EPA Penalty) to the United States within 30 calendar days of the Effective Date of this Agreement.
- e. Respondent will pay the EPA Penalty using any method, or combination of methods, provided on the website <http://www2.epa.gov/financial/additional-instructions-making-payments-epa>.
- f. Respondent will identify each and every payment with the docket number that appears on this Agreement.
- g. Within 24 hours of payment of the EPA Penalty, Respondent will send proof of payment to Alex North at north.alexis@epa.gov ("proof of payment" means, as applicable, a copy of the check, confirmation of credit card or debit card payment, confirmation of wire or automated clearinghouse transfer, and any other information

required to demonstrate that payment has been made according to the EPA requirements, in the amount due, and identified with the docket number that appears on this Agreement).

71. If Respondent fails to timely pay any portion of the EPA Penalty assessed under this Agreement, the EPA may:
- a. request the Attorney General bring a civil action in an appropriate district court to recover: the amount assessed; interest at rates established pursuant to 26 U.S.C. § 6621(a)(2); the United States' enforcement expenses; and a 10 percent quarterly nonpayment penalty, 42 U.S.C. § 7413(d)(5);
 - b. refer the debt to a credit reporting agency or a collection agency, 42 U.S.C. § 7413(d)(5), 40 C.F.R. §§ 13.13, 13.14, and 13.33;
 - c. collect the debt by administrative offset (i.e., the withholding of money payable by the United States to, or held by the United States for, a person to satisfy the debt the person owes the Government), which includes, but is not limited to, referral to the Internal Revenue Service for offset against income tax refunds, 40 C.F.R. part 13, subparts C and H; and
 - d. suspend or revoke Respondent's licenses or other privileges, or suspend or disqualify Respondent from doing business with the EPA or engaging in programs the EPA sponsors or funds, 40 C.F.R. § 13.17.
72. The EPA has compromised the civil penalty pursuant to section 113(d)(2)(B) of the Act, 42 U.S.C. § 7413(d)(2)(B).
73. As a condition of settlement, Respondent agrees to the following:
- a. The requirements of this paragraph shall apply to all Tank Systems listed on Attachment C.
 - b. Directed Inspection and Preventative Maintenance Program: The DI/PM Program must be conducted pursuant to a written standard operating procedure (SOP) prepared by Respondent, pursuant to paragraph 73.b.i, below, which has been submitted and reviewed by the EPA. Respondent shall implement the DI/PM program at each Tank System, and associated Well Pad, by 60 days after the Effective Date. Respondent is not required to implement the requirements of this paragraph at a Well Pad where all Tank Systems are not in Active Use and remain not in Active Use, so long as Respondent, upon returning one or more Tank System(s) to Active Use, performs the actions specified in subparagraph 73.b.ii at the Well Pad within seven days and performs the actions specified in subparagraph 73.b.iii at the Well Pad within 30 days. Subparagraph 73.b.ii shall be implemented weekly; subparagraph 73.b.iii shall be implemented in accordance with the schedule set forth therein. The DI/PM Program shall be comprised of the following:

- i. Include a SOP with the following, at a minimum: 1) a list of the parameters to be checked during AVO inspections, 2) identify and describe the procedures for documentation of compliance with DI/PM program requirements, 3) include an initial schedule for long-term maintenance, inspection, and replacement schedules for wear equipment; 4) describe the procedures for implementing periodic OGI Camera Inspections, including schedules. The DI/PM Program SOP may be updated as needed without additional review by the EPA.

- ii. Address system-wide inspection, response, and preventative maintenance procedures for the Vapor Control Systems, including:
 1. Audible, Visual or Olfactory Inspection: AVO walk-around inspection of all Tank Systems to check for VOC emissions (including while Storage Tank(s) are receiving Produced Oil from Production Operations), including checking for hissing, new stains, evidence of a spill, or other indicators of operational abnormalities. The AVO walk-around inspection shall also check the following parameters, where relevant, on the following equipment on a weekly basis:
 - a. Separators and Heater-Treaters – final stage of separation operating pressure and temperature, set point of any device restricting final stage Separator or Heater-Treater dump flow rate (e.g., device not stuck open), and valves in correct position.
 - b. Tank System – PRDs/thief hatches (including that thief hatches are closed and latched), tank valve/load line/drain valve leaks, and seals.
 - c. Vapor Control System – combustion device checks that burner is operational, no Visible Smoke Emissions, and presence of a pilot light, liquid knockout drained as necessary, inlet valves functioning properly, and auto-ignitor in good working condition.

- iii. Periodic OGI Camera Inspections: For a period of three years from the Effective Date, Respondent shall undertake an OGI Camera Inspection program at all Tank Systems, all associated combustion devices and all other components at the associated Well Pad, beginning with and moving downstream from the first valve off of the wellhead (but excluding components located in a Heater-Treater shed), that have the potential to emit VOCs, in accordance with the following requirements:
 1. OGI Camera Inspections shall be performed on the schedule set forth in the table below. Respondent shall coordinate with and have

regular communications with the MHA Nation on OGI Camera Inspections.

FBIR Well Pads Based on Regulation Applicability	Frequency of OGI Camera Inspections
FIP Well Pad location	Quarterly
OOOO Well Pad location	Monthly
OOOOa Well Pad location	Tank System: Monthly Entire Well Pad: Semi-annually

2. These inspections must be conducted pursuant to a written SOP prepared by Respondent and submitted for review and comment by the EPA. During the OGI Camera Inspection, Respondent shall also confirm, for each combustion device used in the associated Vapor Control System, that a pilot light is present and that there are no Visible Smoke Emissions. These periodic OGI Camera Inspections shall begin upon the Effective Date.
3. In the event that VOC emissions from a Tank System opening (e.g., PRD/thief hatch), or from a combustion device used in the associated Vapor Control System without flame presence indicating combustion, are observed or detected during an inspection under this paragraph, or that a combustion device is observed to not have a pilot light present or to have Visible Smoke Emissions during an inspection under this paragraph, Respondent shall comply with the requirements of paragraph 73.c (Reliable Information, Investigation, and Corrective Action).
4. In the event that VOC emissions are observed at any component other than Storage Tank openings (e.g., PRD/thief hatch), Respondent shall:
 - a. Complete all necessary corrective actions to address the VOC emissions as soon as practicable, but no later than 30 Calendar Days after detection of the fugitive emissions; or
 - b. If Respondent is unable to complete all necessary corrective actions to address the VOC emissions within 30 Calendar Days because the corrective actions are technically infeasible or would require a temporary shut-in of Production Operations, the corrective action must be completed during the next temporary shut-in of the relevant Production Operations or within two years, whichever is earlier.

- iv. Record Maintenance: Respondent shall maintain for a period of three years records of the following for each inspection and this information shall be summarized in a table and submitted with each Semi-Annual Report:
1. The date, Well Pad, Tank System, number of Storage Tanks inspected, and number of combustion devices inspected;
 2. The date of any instance where Reliable Information is observed or VOC emissions are observed from any other component required to be inspected under this paragraph;
 3. The model and manufacturer, where available, of any combustion devices found with Reliable Information; and
 4. When Reliable Information is observed: (i) the date, Well Pad, and a description of the component and emissions; (ii) the date(s) corrective actions were made, including a description of the corrective actions; (iii) the location of where the corrective action was performed (e.g., NDIC #, Tank #, component repaired, corrected, etc.); (iv) the date and results of a Post-Repair OGI Camera Inspection; and (iv) if corrective actions are delayed pursuant to subparagraph 73.c.i.2, a description of the reason for delay.
- c. Reliable Information, Investigation and Corrective Action.
- i. Within five Calendar Days after Respondent obtains any Reliable Information, Respondent shall either:
 1. Complete all necessary corrective actions to address the Reliable Information and conduct a Post-Repair OGI Camera Inspection; unless there is a regularly scheduled OGI Camera Inspection within 15 days of the corrective action, then that OGI Camera Inspection may serve as the Post-Repair OGI Camera Inspection; or
 2. Temporarily shut-in Production Operations associated with the Tank System. The five-day period to complete all necessary corrective actions or temporarily shut-in shall be extended an additional 10 Calendar Days due to any of the following:
 - a. parts are unavailable due to back orders, shipment delay, etc.;
 - b. major safety concerns (specific reason must be documented);
 - c. unavailable outside resources after contacting a reasonable number of vendors/contractors (specific reason and contacts must be documented).

- ii. For each Tank System with associated Production Operations temporarily shut-in pursuant to the requirements of this paragraph, Respondent shall document in a spreadsheet the following:
 1. The date Reliable Information was obtained resulting in a temporary shut-in;
 2. The Tank System identification;
 3. The date that such Production Operations were temporarily shut-in;
 4. The date(s) corrective action(s) were made, including a description of the corrective action(s);
 5. The date of the Post-Repair OGI Camera Inspection; and a summary of the results of that inspection; and
 6. The date that Production Operations were resumed.
 - iii. For each instance where Respondent obtains Reliable Information, and within the deadline provided in subparagraph 73.c.i.1 above, completes all necessary corrective actions, Respondent shall document the following:
 1. The date Reliable Information was obtained;
 2. The identification of the Tank System, location of observed emission (e.g., component type);
 3. The date corrective actions were made; including a description of the corrective actions; and
 4. The date and results of the Post-Repair OGI Camera Inspection after Reliable Information is detected, and the corrective actions performed.
 - iv. Respondent shall attach copies of the spreadsheets required by this paragraph to the next Semi-Annual Report that follows at least 30 days after corrective actions or any required OGI Camera Inspection is completed.
- d. Electronic Tank Pressure Monitors. By the Effective Date, and for a period of three years from the Effective Date (subject to subparagraph 73.d.v), at all Tank Systems, Respondent shall install, calibrate (in accordance with manufacturer recommendations, if available), operate, and maintain one electronic pressure monitor per battery of Storage Tanks where head spaces are manifolded together. Each electronic pressure monitor shall continuously measure and record pressure data (e.g., one measurement every 1 minute), which shall be transmitted and stored

in a company database in a format that is capable of being downloaded for review. Each electronic pressure monitor shall be connected to the onsite operations interface panel and a remote notification will be triggered when a measurement has exceeded the Trigger Point.

- i. Respondent shall continue to evaluate calibration and optimize electronic pressure monitor performance and reliability. This will allow Respondent, and its contractors or electronic pressure monitor vendors, an opportunity to ensure that the electronic pressure monitors, to the greatest extent practicable, are producing quality data that may be used to identify the potential for over-pressurization of Tank Systems (e.g., optimization of electronic pressure monitor location, determination of electronic pressure measurements and frequency indicative of potential for over-pressurization).
- ii. If an electronic pressure monitor measurement exceeds the Trigger Point for a Tank System (thereby triggering the interface panel alarm at the Well Pad), Respondent shall conduct a site investigation prior to resetting the interface panel alarm. The investigation shall include a site visit to test the electronic pressure monitor and the operating parameters of the associated Tank System. During the site visit, Respondent shall either conduct an OGI Camera Inspection or an AVO inspection of the Tank System. The investigation shall be completed no later than five Calendar Days following the date of the electronic pressure monitor measurement that exceeded the Trigger Point unless the fifth day would fall on a non-Business Day, in which case the investigation shall be completed by the end of the next Business Day. In the event a Tank System requires three site investigations in a consecutive 30 Calendar Day period, Respondent shall conduct a VCS Root Cause Analysis which may be conducted by Respondent personnel, contractors, or consultants.
- iii. Respondent shall maintain records of the following and this information shall be provided in a spreadsheet (unless the Parties agree in writing to a different format) with each Semi-Annual Report: (i) the date, time, location, and numerical value of all electronic pressure readings in excess of the Trigger Point; and (ii) the date and results of all corresponding site investigations and all corresponding VCS Root Cause Analyses.
- iv. At any time, Respondent may submit to the EPA a request for alternative criteria (e.g., pressure measurements and number of measurements in a given time period) triggering a site investigation or VCS Root Cause Analysis. The EPA may grant or deny Respondent's request in whole or in part.
- v. After at least 18 months of operation of the digital pressure monitors, including the six-month performance optimization period, if Respondent demonstrates that it is infeasible or overly burdensome in relation to the benefits to continue operating one or more of the electronic pressure

monitors, Respondent may discontinue operation of and remove the electronic pressure monitor(s). As part of Respondent's demonstration, Respondent shall submit to the EPA an analysis of operation and maintenance of such monitors to date, including a summary of all measurements triggering site investigations or VCS Root Cause Analyses, the results of those site investigations or analyses, and corrective actions taken. Operation of an electronic pressure monitor shall be considered infeasible if (i) the monitor cannot be kept in proper condition (including calibration) for sufficient periods of time to produce reliable, adequate, or useful measurements; or (ii) recurring, chronic, or unusual equipment adjustment, servicing, or replacement needs cannot be resolved through reasonable expenditures.

74. The provisions of this Agreement shall apply to and be binding upon Respondent, its successors and assigns. No closing or transfer of ownership or operation of any portion of or interest in the facilities identified on Attachment C shall relieve Respondent of its obligation to comply with the terms of this Agreement unless:
- a. Respondent provides written notice and a copy of this Agreement to the proposed transferee at least 30 days prior to closing and simultaneously provides written notice of the transfer, together with a copy of the Purchase and Sale Agreement (PSA) to the EPA;
 - b. The transferee agrees in the PSA to undertake the obligations and liabilities of this Agreement and to be bound by the terms thereof;
 - c. The transferee agrees in writing to be substituted for Respondent for all provisions in this Agreement and to be bound by the terms thereof, including implementation of the conditions of settlement set forth in paragraph 73 of the Agreement (unless already satisfactorily implemented by Respondent), but excepting paragraph 70 (Civil Penalty);
 - d. Respondent submits information to demonstrate the transferee has both the financial and technical capability to perform the obligations in paragraph 73 of this Agreement;
 - e. The EPA approves Respondent's request to be relieved of its obligations under this Agreement, which approval shall not be unreasonably withheld, conditioned, or delayed.
75. Upon receipt of a request by Respondent to transfer the obligations of this Agreement, as provided in paragraph 74 above, the EPA shall have 30 calendar days to object to the request. If the EPA denies the request to transfer the obligations of this Agreement the Parties will follow the Dispute Resolution process set forth in Section VIII of this Agreement. The EPA shall bear the burden of showing that any objection to relieving Respondent of its obligations of this Agreement was not unreasonable.

76. This Agreement shall not be construed to prohibit a contractual allocation—as between Bruin and any purchaser or transferee of the facilities identified in Attachment C—of the obligations of compliance with this Agreement, provided, however, that such contractual allocation shall not relieve Respondent of its obligations under the Agreement unless and until the provisions of paragraphs 70 and 73 have been met, subject to the right of transfer as provided in paragraph 74.
77. By signing this Agreement, Respondent acknowledges that this Agreement will be available to the public and agrees that this Agreement does not contain any confidential business information or personally identifiable information.
78. The undersigned representative of Respondent certifies he or she is fully authorized to execute and enter into the terms and conditions of this Agreement and has the legal capacity to bind the party he or she represents to this Agreement.
79. The Parties agree that this Agreement may be signed in any number of counterparts, each of which will be deemed an original and, when taken together, constitute one agreement; the counterparts are binding on the parties individually as fully and completely as if the Parties had signed one single instrument, so that the rights and liabilities of the Parties will be unaffected by the failure of any of the undersigned to execute any or all of the counterparts; any signature page and any copy of a signed signature page may be detached from any counterpart and attached to any other counterpart of this Agreement and any signature page may be transmitted electronically (e.g., a PDF file).
80. By signing this Agreement, both Parties agree that each Party's obligations under this Agreement constitute sufficient consideration for the other Party's obligations.
81. By signing this Agreement, Respondent certifies that the information it has supplied concerning this matter was at the time of submission true, accurate, and complete for each such submission, response, and statement. Respondent acknowledges that there are significant penalties for submitting false or misleading information, including the possibility of fines and imprisonment for knowing submission of such information, under 18 U.S.C. § 1001.
82. Except as qualified by paragraph 71, each Party shall bear its own attorney's fees, costs, and disbursements incurred in this proceeding.

VIII. DISPUTE RESOLUTION

83. Unless otherwise expressly provided for in this Agreement, the dispute resolution procedures of this Section shall be the exclusive mechanism to resolve disputes arising under or with respect to this Agreement. Respondent's failure to seek resolution of a dispute under this Section shall preclude Respondent from raising any such issue as a defense to an action by EPA to enforce any obligation of Respondent arising under this Agreement.

84. Informal Dispute Resolution. Any dispute subject to Dispute Resolution under this Agreement shall first be the subject of informal negotiations. The dispute shall be considered to have arisen when Respondent sends EPA a written Notice of Dispute. Such Notice of Dispute shall state clearly the matter in dispute. The period of informal negotiations shall not exceed 60 days from the date the dispute arises, unless that period is extended by written agreement. If the EPA and Respondent cannot resolve a dispute by informal negotiations, then the position advanced by EPA shall be considered binding unless, within 45 days after the conclusion of the informal negotiation period, including any agreed extension of the period for negotiation under this paragraph, Respondent invokes formal dispute resolution procedures as set forth below.
85. Formal Dispute Resolution. Respondent shall invoke formal dispute resolution procedures, within the time period provided in the preceding paragraph, by serving on EPA a written Statement of Position regarding the matter in dispute. The Statement of Position shall include, but need not be limited to, any factual data, analysis, or opinion supporting Respondent's position and any supporting documentation relied upon by Respondent.
86. EPA shall serve its Statement of Position within 45 days of receipt of Respondent's Statement of Position. EPA's Statement of Position shall include, but need not be limited to, any factual data, analysis, or opinion supporting that position and any supporting documentation relied upon by EPA. EPA's Statement of Position shall be binding on Respondent, unless Respondent requests alternative dispute resolution in accordance with the following paragraph.
87. Respondent may request that EPA coordinate to designate a neutral party for dispute resolution. If the Parties cannot agree on a neutral party, Respondent may request the Regional Administrator or the RJO appoint a neutral party to proceed with dispute resolution.
88. The invocation of dispute resolution procedures under this Section shall not, by itself, extend, postpone, or affect in any way any obligation of Respondent under this Agreement, unless and until final resolution of the dispute so provides.

IX. EFFECT OF CONSENT AGREEMENT AND FINAL ORDER

89. In accordance with 40 C.F.R. § 22.18(c), completion of the terms of this Agreement resolves only Respondent's liability for federal civil penalties for the violations specifically alleged above.
90. Consistent with section 162(f)(1) of the Internal Revenue Code, 26 U.S.C. § 162(f)(1), Respondent will not deduct penalties paid under this Agreement for federal tax purposes.
91. This Agreement constitutes the entire agreement and understanding of the Parties and supersedes any prior agreements or understandings, whether written or oral, among the Parties with respect to the subject matter hereof.

92. Any violation of this Agreement, and subsequently issued final order approving this Agreement, may result in a civil judicial action for an injunction or civil penalties of up to \$99,681 per day per violation, or both, as provided in section 113(b)(2) of the Act, 42 U.S.C. § 7413(b)(2), as well as criminal sanctions as provided in section 113(c) of the Act, 42 U.S.C. § 7413(c). The EPA may use any information submitted under this Agreement in an administrative, civil judicial, or criminal action.
93. Nothing in this Agreement shall relieve Respondent of the duty to comply with all applicable provisions of the Act and other federal, state, or local laws, nor shall it restrict EPA's authority to seek compliance with any applicable laws or regulations, nor shall it be construed to be a ruling on, or determination of, any issue related to any federal, state, or local permit.
94. Nothing herein shall be construed to limit the power of the EPA to undertake any action against Respondent or any person in response to conditions that may present an imminent and substantial endangerment to the public health, welfare, or the environment.
95. If and to the extent EPA finds, after signing this Agreement, that any information provided by Respondent was materially false or inaccurate at the time such information was provided to EPA, EPA reserves any and all of its legal and equitable rights.

X. TERMINATION

96. Upon payment of the EPA Penalty in accordance with paragraph 70 and demonstration of compliance with paragraph 73 for three years after the Effective Date of this Agreement, Respondent shall provide a Statement of Completion along with the final Semi-Annual Report.
97. The Statement of Completion shall certify that Respondent is in substantial and material compliance with all requirements of this Agreement.
98. After reviewing the Statement of Completion, EPA shall provide a Confirmation of Termination or notify Respondent of outstanding compliance items within 90 days of receipt.

XI. 42 U.S.C. SECTION 162(f)(2)(A)(ii) IDENTIFICATION

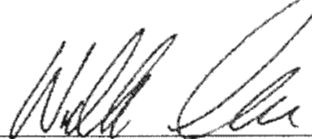
99. For purposes of the identification requirement of section 162(f)(2)(A)(ii) of the Internal Revenue Code, 26 U.S.C. § 162(f)(2)(A)(ii), performance of paragraphs 73 and 74, is restitution or required to come into compliance with law.

XII. EFFECTIVE DATE

100. Respondent and Complainant agree to issuance of a final order approving this Agreement. Upon filing, the RJO will transmit a copy of the filed Agreement to the Respondent. This Agreement and subsequently issued Final Order shall become effective after execution of the Final Order by the RJO, on the date of filing with the Hearing Clerk.

The foregoing Consent Agreement In the Matter of Bruin E&P Partners, LLC is Hereby Stipulated, Agreed, and Approved.

BRUIN E&P PARTNERS, LLC



Signature


8/2/19

Date

Printed Name: William M Gotschen
Title: ENT, LLC
Address: 602 Sawyer St, Suite 710, Houston, TX 77007
Respondent's Federal Tax Identification Number: 47-5156686

RESPONDENT

UNITED STATES ENVIRONMENTAL
PROTECTION AGENCY, REGION 8,



Signature

8/13/19

Date

Suzanne J. Bohan, Director
Enforcement and Compliance Assurance Division

United States Environmental Protection Agency
1595 Wynkoop Street, 8ENF-10
Denver, Colorado 80202-1129

COMPLAINANT

	Facility	Facility ID	Location	Nature of Violation	Regulatory Citation	Date Noncompliance Began	Date of Return to Compliance	Corrective Actions Taken
1	Anderson Pad	FB 151-94-26B-35-10H, FB 151-94-26B-35-11H, FB 151-94-26B-35-12H, FB 151-94-26B-35-13H, FB 151-94-26B-35-15H, FB 151-94-26B-35-16H	Fort Berthold Indian Reservation	Failure to submit Part 1 Registration Form 30 days prior to beginning construction	40 C.F.R. § 49.160(c)(1)(iv)	11/16/2017	9/28/2018	Part 1 Registration Form submitted and compliance management system adopted.
2	Missouri 2 Pad	FB 152-94-14D-11-16H, FB 152-94-14D-11-19H, FB 152-94-14D-2-13H, FB 152-94-14D-2-15H	Fort Berthold Indian Reservation	Failure to submit Part 1 Registration Form 30 days prior to beginning construction	40 C.F.R. § 49.160(c)(1)(iv)	10/13/2018	10/27/2018	Part 1 Registration Form submitted and compliance management system adopted.
3	Cameron 2 Pad	FB 152-94-15B-22-8H, FB 152-94-15B-22-9H	Fort Berthold Indian Reservation	Failure to submit Part 1 Registration Form 30 days prior to beginning construction	40 C.F.R. § 49.160(c)(1)(iv)	8/19/2018	9/28/2018	Part 1 Registration Form submitted and compliance management system adopted.
4	Pyramid 3 Pad	FB 147-94-2A-11-11H, FB 147-94-2A-11-12H, FB 147-94-2A-11-13H, FB 147-94-35D-26-14H	Fort Berthold Indian Reservation	Failure to submit Part 1 Registration Form 30 days prior to beginning construction	40 C.F.R. § 49.160(c)(1)(iv)	6/13/2018	9/28/2018	Part 1 Registration Form submitted and compliance management system adopted.
5	Windom 2 Pad	FB 147-94-1B-12-13H, FB 147-94-1B-12-4H, FB 147-94-1B-12-5H, FB 147-94-1B-12-6H, FB 147-94-1B-12-7H, FB 147-94-1B-12-8H	Fort Berthold Indian Reservation	Failure to submit Part 1 Registration Form 30 days prior to beginning construction	40 C.F.R. § 49.160(c)(1)(iv)	3/8/2018	9/28/2018	Part 1 Registration Form submitted and compliance management system adopted.
6	Little Bear 3 Pad	FB 148-94-28A-33-12H, FB 148-94-28A-33-13H, FB 148-94-28A-33-14H, FB 148-94-28A-33-15H	Fort Berthold Indian Reservation	Failure to submit Part 1 Registration Form 30 days prior to beginning construction	40 C.F.R. § 49.160(c)(1)(iv)	3/8/2018	9/28/2018	Part 1 Registration Form submitted and compliance management system adopted.

	Facility	Facility ID	Location	Nature of Violation	Regulatory Citation	Date Noncompliance Began	Date of Return to Compliance	Corrective Actions Taken
7	Windom 2 Pad	FB 147-94-1B-12-13H, FB 147-94-1B-12-4H, FB 147-94-1B-12-5H, FB 147-94-1B-12-6H, FB 147-94-1B-12-7H, FB 147-94-1B-12-8H	Fort Berthold Indian Reservation	Failure to submit Part 2 Registration Form within 60 days after startup of production	40 C.F.R. § 49.160(c)(1)(iv)	12/30/2018	2/5/2019	Part 2 Registration Form submitted, hired new person in charge of compliance, compliance policy in place.
8	Wilson Pad	FB 148-94-33D-28-4H, FB 148-94-33D-28-5H, FB 148-94-33D-28-7H	Fort Berthold Indian Reservation	Failure to provide notification of well completion	40 C.F.R. § 60.5420a(a)(2)(i)	7/11/2018	1/22/2019	Notification of well completion submitted.
9	California Pad	FB 147-94-1A-12-9H, FB 147-94-1A-12-10H	Fort Berthold Indian Reservation	Failure to provide notification of well completion	40 C.F.R. § 60.5420a(a)(2)(i)	8/14/2018	1/22/2019	Notification of well completion submitted.
10	Lincoln Pad	FB 147-94-1B-12-3H	Fort Berthold Indian Reservation	Failure to provide notification of well completion	40 C.F.R. § 60.5420a(a)(2)(i)	8/26/2018	1/22/2019	Notification of well completion submitted.
11	Oklahoma Pad	FB 147-94-1A-12-2H, FB 147-94-1A-12-11H, FB 147-94-1A-12-12H, FB 148-94-36D-25-2H, FB 148-94-36D-25-10H, FB 148-94-36D-25-11H	Fort Berthold Indian Reservation	Failure to conduct engine performance test	40 C.F.R. § 60.4243(b)(2)(ii)	3/2/2018	7/14/2018	Engine testing performed and compliance management system adopted.
12	Bross Pad	FB 148-95-26B-35-3H, FB 148-95-26B-35-4H, FB 148-95-26B-35-5H, FB 148-95-26B-35-8H, FB 148-95-26B-35-9H, FB 148-95-23C-14-3H, FB 148-95-26B-35-4H, FB 148-95-26B-35-5H, FB 148-95-26B-35-8H, FB 148-95-26B-35-9H, FB 148-95-26B-35-10H	Fort Berthold Indian Reservation	Failure to conduct engine performance test	40 C.F.R. § 60.4243(b)(2)(i)	4/18/2018	7/13/2018	Engine testing performed and compliance management system adopted.

	Facility	Facility ID	Location	Nature of Violation	Regulatory Citation	Date Noncompliance Began	Date of Return to Compliance	Corrective Actions Taken
13	California Pad	FB 147-94-1A-12-1H, FB 147-94-1A-12-9H, FB 147-94-1A-12-10H	Fort Berthold Indian Reservation	Failure to conduct engine performance tests (two engines)	40 C.F.R. § 60.4243(b)(2)(i)	3/15/2018; 6/1/2018	7/15/2018	Engine testing performed and compliance management system adopted.
14	Cameron Pad	FB 152-94-15B-22-8H, FB 152-94-15B-22-5H, FB 152-94-15B-22-6H, FB 152-94-15B-22-7H, FB 152-94-15B-22-9H	Fort Berthold Indian Reservation	Failure to conduct engine performance test	40 C.F.R. § 60.4243(b)(2)(i)	12/2/2017	7/9/2018	Engine testing performed and compliance management system adopted.
15	Grays Pad	FB 152-93-17D-08-5H, FB 152-93-17D-08-6H, FB 152-93-17D-08-7H	Fort Berthold Indian Reservation	Failure to conduct engine performance test	40 C.F.R. § 60.4243(b)(2)(ii)	12/4/2016	11/16/2018	Engine testing performed and compliance management system adopted.
16	Lincoln Pad	FB 147-94-1B-12-3H, FB 148-94-36C-25-3H	Fort Berthold Indian Reservation	Failure to conduct engine performance test	40 C.F.R. § 60.4243(b)(2)(ii)	10/27/2017	11/21/2018	Engine testing performed and compliance management system adopted.
17	Pyramid Pad	FB 147-94-2A-11-1H, FB 147-94-2A-11-2H, FB 148-94-35D-26-1H, FB 148-94-35D-26-2H, FB 148-94-35D-26-11H, FB 148-94-35D-26-12H, FB 148-94-35D-26-13H	Fort Berthold Indian Reservation	Failure to conduct engine performance test	40 C.F.R. § 60.4243(b)(2)(ii)	6/1/2018	7/17/2018	Engine testing performed and compliance management system adopted.
18	Windom Pad	FB 148-94-36C-25-4H, FB 148-94-36C-25-5H, FB 148-94-36C-25-6H, FB 148-94-36C-25-7H, FB 148-94-36C-25-8H, FB 148-94-36C-25-9H, FB 148-94-36C-25-12H	Fort Berthold Indian Reservation	Failure to conduct engine performance tests (four engines)	40 C.F.R. § 60.4243(b)(2)(ii)	5/2/2018	7/18/2018	Engine testing performed and compliance management system adopted.

	Facility	Facility ID	Location	Nature of Violation	Regulatory Citation	Date Noncompliance Began	Date of Return to Compliance	Corrective Actions Taken
1	Challenger Pad	FB 147-94-3A-10-2H	Fort Berthold Indian Reservation	Failure to conduct engine performance test	40 C.F.R. § 60.4243(b)(2)(i)	5/27/2017	11/13/2017	Engine testing performed and compliance management system adopted.
2	Sneffels Pad	FB 147-94-2B-11-3H, FB 147-94-2B-11-4H, FB 147-94-2B-11-5H, FB 147-94-2B-11-6H, FB 147-94-2B-11-7H, FB 147-94-2B-11-8H, FB 147-94-2B-11-9H, FB 148-94-35C-26-3H, FB 148-94-35C-26-4H, FB 148-94-35C-26-5H, FB 148-94-35C-26-6H, FB 148-94-35C-26-7H, FB 148-94-35C-26-8H, FB 148-94-35C-26-9H, FB 148-94-35C-26-10H	Fort Berthold Indian Reservation	Failure to conduct engine performance test	40 C.F.R. § 60.4243(b)(2)(ii)	1/10/2017	9/22/2017	Engine testing performed and compliance management system adopted.
3	Torreys Pad	FB 152-94-15B-22-3H, FB 152-94-15B-22-4H	Fort Berthold Indian Reservation	Failure to conduct engine performance test	40 C.F.R. § 60.4243(b)(2)(i)	12/3/2017	1/8/2018	Engine testing performed and compliance management system adopted.
4	Vermejo Pad	FB 152-93-7C-6-5H, FB 152-93-7C-6-6H, FB 152-93-7C-6-7H, FB 152-93-7C-6-8H, FB 152-93-7C-6-9H, FB 152-93-7C-6-10H, FB 152-93-7C-6-11H, FB 152-93-7C-6-12H, FB 152-93-7C-6-13H, FB 152-93-7C-6-14H	Fort Berthold Indian Reservation	Failure to conduct engine performance tests (seven engines)	40 C.F.R. § 60.4243(b)(2)(ii)	12/15/2017	1/9/2018	Well pad put on line power. Compliance management system adopted.
5	Maroon Pad	FB 152-93-7D-6-1H, FB 152-93-7D-6-2H, FB 152-93-7D-6-3H, FB 152-93-7D-6-4H	Fort Berthold Indian Reservation	Failure to operate and maintain tank system in accordance with Fort Berthold Federal Implementation Plan.	40 C.F.R. §§ 49.4164(a), (d)(2); 49.4165(a)(1)-(4), (b)(1)-(2)	9/7/2017	Effective Date of Consent Agreement.	Implement a directed inspection and preventative maintenance program.

	Facility	Facility ID	Location	Nature of Violation	Regulatory Citation	Date Noncompliance Began	Date of Return to Compliance	Corrective Actions Taken
6	Vermejo Pad	FB 152-93-7C-6-10H, FB 152-93-7C-6-11H, FB 152-93-7C-6-12H, FB 152-93-7C-6-13H, FB 152-93-7C-6-14H, FB 152-93-7C-6-5H, FB 152-93-7C-6-6H, FB 152-93-7C-6-7H, FB 152-93-7C-6-8H, FB 152-93-7C-6-9H	Fort Berthold Indian Reservation	Failure to operate and maintain tank system in accordance with Fort Berthold Federal Implementation Plan.	40 C.F.R. §§ 49.4164(a), (d)(2); 49.4165(a)(1)-(4), (b)(1)-(2)	9/7/2017	Effective Date of Consent Agreement.	Implement a directed inspection and preventative maintenance program.
7	Sneffels Pad	FB 148-94-35C-26-5H, FB 148-94-35C-26-3H, FB 148-94-35C-26-4H, FB 147-94-2B-11-3H, FB 147-94-2B-11-4H, FB 147-94-2B-11-5H	Fort Berthold Indian Reservation	Failure to operate and maintain tank system in accordance with Fort Berthold FIP and NSPS Subpart OOOOa. Failure to ensure vapor control system has sufficient capacity in accordance with Fort Berthold FIP and NSPS Subpart OOOOa.	40 C.F.R. §§ 49.4164(a), (d)(2); 49.4165(a)(1)-(4), (b)(1)-(3); 60.5370a(b); 60.5411a(b), (c)	9/7/2017	7/27/18 (ensure sufficient capacity); Effective Date of Consent Agreement (operations and maintenance)	Installed blower; performed engineering evaluation to evaluate tank system design; installed digital pressure monitors. Implement a directed inspection and preventative maintenance program.
8	Atlantic Pad	FB 147-94-3A-10-10H, FB 147-94-3A-10-12H, FB 147-94-3A-10-1H, FB 147-94-3A-10-6H	Fort Berthold Indian Reservation	Failure to operate and maintain tank system in accordance with Fort Berthold Federal Implementation Plan.	40 C.F.R. §§ 49.4164(a), (d)(2); 49.4165(a)(1)-(4), (b)(1)-(2)	9/7/2017	Effective Date of Consent Agreement.	Implement a directed inspection and preventative maintenance program.
9	Tabeguache Pad	FB 148-94-27C-22-3H, FB 148-94-27C-22-4H, FB 148-94-27C-22-6H, FB 148-94-27C-22-7H, FB 148-94-27C-22-8H	Fort Berthold Indian Reservation	Failure to operate and maintain tank system in accordance with Fort Berthold FIP and NSPS Subpart OOOO. Failure to ensure vapor control system has sufficient capacity in accordance with Fort Berthold FIP and NSPS Subpart OOOO.	40 C.F.R. §§ 49.4164(a), (d)(2); 49.4165(a)(1)-(4), (b)(1)-(3); 60.5370(b); 60.5411(b), (c)	9/7/2017	11/2/2018 (ensure sufficient capacity); Effective Date of Consent Agreement (operations and maintenance)	Performed engineering evaluation and modified tank system design. Installed digital pressure monitors. Implement a directed inspection and preventative maintenance program.

	Facility	Facility ID	Location	Nature of Violation	Regulatory Citation	Date Noncompliance Began	Date of Return to Compliance	Corrective Actions Taken
10	Wilson Pad	FB 148-94-33D-28-4H, FB 148-94-33D-28-5H, FB 148-94-33D-28-6H, FB 148-94-33D-28-7H	Fort Berthold Indian Reservation	Failure to operate and maintain tank system in accordance with Fort Berthold Federal Implementation Plan and NSPS Subpart OOOOa.	40 C.F.R. §§ 49.4164(a), (d)(2); 49.4165(a)(1)-(4), (b)(1)-(2); 60.5370a(b); 60.5411a(b), (c)	9/7/2017	Effective Date of Consent Agreement.	Implement a directed inspection and preventative maintenance program.
11	Princeton Pad	FB 148-94-33C-28-10H, FB 148-94-33C-28-9H, FB 148-94-33C-28-8H, FB 148-94-33C-28-3H	Fort Berthold Indian Reservation	Failure to operate and maintain tank system in accordance with Fort Berthold Federal Implementation Plan.	40 C.F.R. §§ 49.4164(a), (d)(2); 49.4165(a)(1)-(4), (b)(1)-(2)	9/7/2017	Effective Date of Consent Agreement.	Implement a directed inspection and preventative maintenance program.
12	Grizzly Pad	FB 148-94-19D-18-1H, FB 148-94-19D-18-2H, FB 148-94-30A-31-1H, FB 148-94-30A-31-2H	Fort Berthold Indian Reservation	Failure to operate and maintain tank system in accordance with Fort Berthold Federal Implementation Plan.	40 C.F.R. §§ 49.4164(a), (d)(2); 49.4165(a)(1)-(4), (b)(1)-(2)	9/7/2017	Effective Date of Consent Agreement.	Implement a directed inspection and preventative maintenance program.

Tank System	Well Pad Number	Well Pad Name	Well Name	NDIC File Number	OGI Camera Inspection Frequency
San Luis Well Pad	1	Alamosito	FB 148-95-25B-36-8H	31188	OOOOa - tanks: monthly, entire pad: annually
San Luis Well Pad	1	Alamosito	FB 148-95-25B-36-7H	27412	OOOOa - tanks: monthly, entire pad: annually
San Luis Well Pad	1	Alamosito	FB 148-95-25B-36-6H	27414	OOOOa - tanks: monthly, entire pad: annually
San Luis Well Pad	1	Alamosito	FB 148-95-25B-36-5H	27415	OOOOa - tanks: monthly, entire pad: annually
San Luis Well Pad	1	Alamosito	FB 148-95-25B-36-4H	27416	OOOOa - tanks: monthly, entire pad: annually
San Luis Well Pad	1	Alamosito	FB 148-95-25B-36-3H	27417	OOOOa - tanks: monthly, entire pad: annually
San Luis Well Pad	1	Alamosito	FB 148-95-25B-36-2H	22503	OOOOa - tanks: monthly, entire pad: annually
Anderson Well Pad	2	Anderson	FB 151-94-26B-35-10H	31778	OOOOa - tanks: monthly, entire pad: annually
Anderson Well Pad	2	Anderson	FB 151-94-26B-35-11H	31777	OOOOa - tanks: monthly, entire pad: annually
Anderson Well Pad	2	Anderson	FB 151-94-26B-35-12H	31776	OOOOa - tanks: monthly, entire pad: annually
Anderson Well Pad	2	Anderson	FB 151-94-26B-35-13H	32431	OOOOa - tanks: monthly, entire pad: annually
Anderson Well Pad	2	Anderson	FB 151-94-26B-35-15H(LL)	31775	OOOOa - tanks: monthly, entire pad: annually
Anderson Well Pad	2	Anderson	FB 151-94-26B-35-16H(LL)	31774	OOOOa - tanks: monthly, entire pad: annually
Antero Well Pad	3	Antero	FB 148-94-19D-18-3H	23123	OOOO - Monthly
Antero Well Pad	3	Antero	FB 148-94-30A-31-3H	23124	OOOO - Monthly
Atlantic Well Pad	4	Atlantic	FB 147-94-3A-10-1H	18458	FIP - Quarterly
Atlantic Well Pad	4	Atlantic	FB 147-94-3A-10-6H	29847	FIP - Quarterly
Atlantic Well Pad	4	Atlantic	FB 147-94-3A-10-10H	29848	FIP - Quarterly
Atlantic Well Pad	4	Atlantic	FB 147-94-3A-10-12H(LL)	29849	FIP - Quarterly
Tank System will be reconstructed after current drilling program	5	Belford	FB 148-95-22D-15-1H	18968	Will be OOOOa
Tank System will be reconstructed after current drilling program	5	Belford	FB 148-95-27A-34-1H	18969	Will be OOOOa
Tank System will be reconstructed after current drilling program	5	Belford	FB 148-95-27A-34-2H	22298	Will be OOOOa
Tank System will be reconstructed after current drilling program	5	Belford	FB 148-95-27A-34-3H	22299	Will be OOOOa
Bierstadt Well Pad	6	Bierstadt	FB 152-94-13A-24-3H	25400	OOOOa - tanks: monthly, entire pad: annually
Bierstadt Well Pad	6	Bierstadt	FB 152-94-13A-24-4H	25399	OOOOa - tanks: monthly, entire pad: annually
Bierstadt Well Pad	7	Bierstadt	FB 152-94-13A-24-15H(LL)	31994	OOOOa - tanks: monthly, entire pad: annually
Bierstadt Well Pad	7	Bierstadt	FB 152-94-13A-24-16H(LL)	31995	OOOOa - tanks: monthly, entire pad: annually
Blanca Well Pad	8	Blanca	FB 148-94-19C-18-4H	27277	FIP - Quarterly
Blanca Well Pad	8	Blanca	FB 148-94-19C-18-5H	27279	FIP - Quarterly
Blanca Well Pad	8	Blanca	FB 148-94-30B-31-4H	27278	FIP - Quarterly
Blanca Well Pad	8	Blanca	FB 148-94-30B-31-5H	27280	FIP - Quarterly
Bross Well Pad	9	Bross	FB 148-95-26B-35-3H	27456	OOOOa - tanks: monthly, entire pad: annually
Bross Well Pad	9	Bross	FB 148-95-26B-35-4H	27458	OOOOa - tanks: monthly, entire pad: annually
Bross Well Pad	9	Bross	FB 148-95-26B-35-5H	27460	OOOOa - tanks: monthly, entire pad: annually
Bross Well Pad	9	Bross	FB 148-95-26B-35-8H	27459	OOOOa - tanks: monthly, entire pad: annually

Bross Well Pad	9	Bross	FB 148-95-26B-35-9H	27457	OOOOa - tanks: monthly, entire pad: annually
Bross Well Pad	10	Bross	FB 148-95-23C-14-10H	30564	OOOOa - tanks: monthly, entire pad: annually
Bross Well Pad	10	Bross	FB 148-95-23C-14-9H	27434	OOOOa - tanks: monthly, entire pad: annually
Bross Well Pad	10	Bross	FB 148-95-23C-14-8H	27432	OOOOa - tanks: monthly, entire pad: annually
Bross Well Pad	10	Bross	FB 148-95-23C-14-5H	27435	OOOOa - tanks: monthly, entire pad: annually
Bross Well Pad	10	Bross	FB 148-95-23C-14-3H	27431	OOOOa - tanks: monthly, entire pad: annually
Bross Well Pad	10	Bross	FB 148-95-23C-14-4H	27433	OOOOa - tanks: monthly, entire pad: annually
California Well Pad	11	California	FB 147-94-1A-12-1H	18341	OOOOa - tanks: monthly, entire pad: annually
California Well Pad	11	California	FB 147-94-1A-12-9H	30680	OOOOa - tanks: monthly, entire pad: annually
California Well Pad	11	California	FB 147-94-1A-12-10H	30679	OOOOa - tanks: monthly, entire pad: annually
Cameron Well Pad	12	Cameron	FB 152-94-15A-22-7H	24737	OOOOa - tanks: monthly, entire pad: annually
Cameron Well Pad	12	Cameron	FB 152-94-15B-22-5H	24739	OOOOa - tanks: monthly, entire pad: annually
Cameron Well Pad	12	Cameron	FB 152-94-15B-22-6H	24738	OOOOa - tanks: monthly, entire pad: annually
Cameron Well Pad	12	Cameron	FB 152-94-15B-22-8H	32233	OOOOa - tanks: monthly, entire pad: annually
Cameron Well Pad	12	Cameron	FB 152-94-15B-22-9H	32232	OOOOa - tanks: monthly, entire pad: annually
Castle Well Pad	13	Castle	FB 150-94-3B-10-1H	20086	FIP - Quarterly
Castle Well Pad	13	Castle	FB 150-94-3B-10-2H	20915	FIP - Quarterly
Castle Well Pad	13	Castle	FB 151-94-34C-27-1H	20088	FIP - Quarterly
Castle Well Pad	13	Castle	FB 151-94-34C-27-2H	20916	FIP - Quarterly
Challenger Well Pad	14	Challenger	FB 147-94-3A-10-2H	23258	FIP - Quarterly
West Crystal Tanks	15	Crystal	FB 148-94-9D-04-1H	18367	FIP - Quarterly
East Crystal Tanks	15	Crystal	FB 148-94-9D-04-2H	20871	FIP - Quarterly
Democrat Well Pad	16	Democrat	FB 148-94-20C-21-4H	25989	FIP - Quarterly
Democrat Well Pad	16	Democrat	FB 148-94-20C-21-5H	25988	FIP - Quarterly
Democrat Well Pad	16	Democrat	FB 148-94-20C-21-6H	27045	FIP - Quarterly
Diente Well Pad	17	Diente	FB 147-94-3B-10-3H	24272	OOOO - Monthly
Diente Well Pad	17	Diente	FB 147-94-3B-10-4H	24271	OOOO - Monthly
Diente Well Pad	17	Diente	FB 147-94-3B-10-5H	24270	OOOO - Monthly
Diente Well Pad	17	Diente	FB 147-94-3B-10-7H	25801	OOOO - Monthly
Ellingwood Well Pad	18	Ellingwood	FB 152-94-14C-11-1H	18426	OOOOa - tanks: monthly, entire pad: annually
Ellingwood Well Pad	18	Ellingwood	FB 152-94-14C-11-2H	23550	OOOOa - tanks: monthly, entire pad: annually
Emerald Well Pad	19	Emerald	FB 148-94-25A-36-1H	18332	FIP - Quarterly
Eolus Well Pad	20	Eolus	FB 152-93-17C-8-3H	20458	FIP - Quarterly
Eolus Well Pad	20	Eolus	FB 152-93-17C-8-4H	22090	FIP - Quarterly
Evans Well Pad	21	Evans	FB 152-93-9C-10-1H	21800	FIP - Quarterly
Evans Well Pad	21	Evans	FB 152-93-9C-10-2H	21801	FIP - Quarterly
Evans Well Pad	21	Evans	FB 152-93-9C-10-3H	21802	FIP - Quarterly
Evans Well Pad	21	Evans	FB 152-93-9C-10-4H	21803	FIP - Quarterly
Evans Well Pad	21	Evans	FB 152-93-9C-10-5H	21805	FIP - Quarterly
Evans Well Pad	21	Evans	FB 152-93-9C-10-6H	21807	FIP - Quarterly
East Fletcher Tanks	22	Fletcher	FB 148-94-17D-8-1H	18094	FIP - Quarterly
East Fletcher Tanks	22	Fletcher	FB 148-94-17D-8-2H	21066	FIP - Quarterly
East Fletcher Tanks	22	Fletcher	FB 148-94-17D-8-12H	30268	FIP - Quarterly
West Fletcher Tanks	22	Fletcher	FB 148-94-17D-8-13H(LL)	30269	FIP - Quarterly
Grays Well Pad	23	Grays	FB 152-93-17D-8-5H	23507	FIP - Quarterly
Grays Well Pad	23	Grays	FB 152-93-17D-8-6H	23506	FIP - Quarterly
Grays Well Pad	23	Grays	FB 152-93-17D-8-7H	23505	FIP - Quarterly
Grizzly Well Pad	24	Grizzly	FB 148-94-19D-18-1H	20252	FIP - Quarterly
Grizzly Well Pad	24	Grizzly	FB 148-94-19D-18-2H	21079	FIP - Quarterly

Grizzly Well Pad	24	Grizzly	FB 148-94-30A-31-1H	20253	FIP - Quarterly
Grizzly Well Pad	24	Grizzly	FB 148-94-30A-31-2H	21080	FIP - Quarterly
Handies Well Pad	25	Handies	FB 148-94-22A-27-2H	23223	OOOOa - tanks: monthly, entire pad: semi-annually
Handies Well Pad	25	Handies	FB 148-94-22A-27-12H(LL)	31697	OOOOa - tanks: monthly, entire pad: annually
Handies Well Pad	25	Handies	FB 148-94-22A-27-11H	31161	OOOOa - tanks: monthly, entire pad: annually
Huron Well Pad	26	Huron	FB 151-94-26B-35-1H	20328	FIP - Quarterly
Huron Well Pad	26	Huron	FB 151-94-26B-35-2H	22708	FIP - Quarterly
Huron Well Pad	26	Huron	FB 151-94-26B-35-3H	22707	FIP - Quarterly
Kit Carson Well Pad	27	Kit Carson	FB 148-94-29B-32-1H	19976	FIP - Quarterly
Kit Carson Well Pad	27	Kit Carson	FB 148-94-29B-32-2H	22983	FIP - Quarterly
La Plata Well Pad	28	La Plata	FB 152-94-22D-15-2H	20567	OOOOa - tanks: monthly, entire pad: semi-annually
La Plata Well Pad	28	La Plata	FB 152-94-22D-15-10H(LL)	31889	OOOOa - tanks: monthly, entire pad: semi-annually
La Plata Well Pad	28	La Plata	FB 152-94-22D-15-11H(LL)	31890	OOOOa - tanks: monthly, entire pad: semi-annually
Lincoln Well Pad	29	Lincoln	FB 147-94-1B-12-3H	23382	OOOOa - tanks: monthly, entire pad: semi-annually
Lincoln Well Pad	29	Lincoln	FB 148-94-36C-25-3H	23383	OOOOa - tanks: monthly, entire pad: semi-annually
Lindsey Well Pad	30	Lindsey	FB 152-93-17C-08-1H	18126	FIP - Quarterly
Little Bear Well Pad	31	Little Bear	FB 148-94-28A-33-1H	22312	OOOOa - tanks: monthly, entire pad: semi-annually
Little Bear Well Pad	31	Little Bear	FB 148-94-28A-33-2H	22313	OOOOa - tanks: monthly, entire pad: semi-annually
Little Bear Well Pad	31	Little Bear	FB 148-94-28A-33-12H	28629	OOOOa - tanks: monthly, entire pad: semi-annually
Little Bear Well Pad	31	Little Bear	FB 148-94-28A-33-13H	28628	OOOOa - tanks: monthly, entire pad: semi-annually
Little Bear Well Pad	31	Little Bear	FB 148-94-28A-33-14H	34528	OOOOa - tanks: monthly, entire pad: semi-annually
Little Bear Well Pad	31	Little Bear	FB 148-94-28A-33-15H	34529	OOOOa - tanks: monthly, entire pad: semi-annually
Longs Well Pad	32	Longs	FB 151-94-26A-35-4H	30541	OOOOa - tanks: monthly, entire pad: semi-annually
Longs Well Pad	32	Longs	FB 151-94-26A-35-5H	30542	OOOOa - tanks: monthly, entire pad: semi-annually
Longs Well Pad	32	Longs	FB 151-94-26A-35-6H	30543	OOOOa - tanks: monthly, entire pad: semi-annually
Longs Well Pad	32	Longs	FB 151-94-26A-35-7H	30544	OOOOa - tanks: monthly, entire pad: semi-annually
Longs Well Pad	32	Longs	FB 151-94-26A-35-8H	30545	OOOOa - tanks: monthly, entire pad: semi-annually
Longs Well Pad	32	Longs	FB 151-94-26A-35-9H	30546	OOOOa - tanks: monthly, entire pad: semi-annually
Maroon Well Pad	33	Maroon	FB 152-93-7D-6-1H	24256	FIP - Quarterly
Maroon Well Pad	33	Maroon	FB 152-93-7D-6-2H	24255	FIP - Quarterly
Maroon Well Pad	33	Maroon	FB 152-93-7D-6-3H	25254	FIP - Quarterly
Maroon Well Pad	33	Maroon	FB 152-93-7D-6-4H	24253	FIP - Quarterly
Massive Well Pad	34	Massive	FB 152-93-17C-08-2H	20269	FIP - Quarterly
Meeker Well Pad	35	Meeker	FB 148-94-22A-27-1H	18335	FIP - Quarterly
Missouri Well Pad	36	Missouri	FB 152-94-14D-11-3H	23554	OOOOa - tanks: monthly, entire pad: semi-annually
Missouri Well Pad	36	Missouri	FB 152-94-14D-11-4H	23544	OOOOa - tanks: monthly, entire pad: semi-annually
Missouri Well Pad	36	Missouri	FB 152-94-14D-11-19H	35539	OOOOa - tanks: monthly, entire pad: semi-annually
Missouri Well Pad	36	Missouri	FB 152-94-14D-11-16H	35540	OOOOa - tanks: monthly, entire pad: semi-annually
Missouri Well Pad	36	Missouri	FB 152-94-14D-2-15H3(LL)	35541	OOOOa - tanks: monthly, entire pad: semi-annually
Missouri Well Pad	36	Missouri	FB-148-94-14D-2-13H3(LL)	35542	OOOOa - tanks: monthly,

Oklahoma Well Pad	37	Oklahoma	FB 147-94-1A-12-2H	20879	OOOOa - tanks: monthly, entire pad: semi-annually
Oklahoma Well Pad	37	Oklahoma	FB 148-94-36D-25-2H	20880	OOOOa - tanks: monthly, entire pad: semi-annually
Oklahoma Well Pad	38	Oklahoma	FB 148-94-36D-25-10H(LL)	32506	OOOOa - tanks: monthly, entire pad: semi-annually
Oklahoma Well Pad	38	Oklahoma	FB 148-94-36D-25-11H	32504	OOOOa - tanks: monthly, entire pad: semi-annually
Oklahoma Well Pad	38	Oklahoma	FB 147-94-1A-12-12H(LL)	32505	OOOOa - tanks: monthly, entire pad: semi-annually
Oklahoma Well Pad	38	Oklahoma	FB 147-94-1A-12-11H(LL)	32503	OOOOa - tanks: monthly, entire pad: semi-annually
Oxford Well Pad	39	Oxford	FB 148-94-21A-20-1H	22560	FIP - Quarterly
Oxford Well Pad	39	Oxford	FB 148-94-21A-20-2H	22561	FIP - Quarterly
Oxford Well Pad	39	Oxford	FB 148-94-21A-20-3H	22562	FIP - Quarterly
Pikes Well Pad	40	Ouray	FB 152-93-19D-18-12H	30783	OOOOa - tanks: monthly, entire pad: semi-annually
Pikes Well Pad	40	Ouray	FB 152-93-19D-18-6H	26907	OOOOa - tanks: monthly, entire pad: semi-annually
Pikes Well Pad	40	Ouray	FB 152-93-19D-18-7H	26906	OOOOa - tanks: monthly, entire pad: semi-annually
Pikes Well Pad	40	Ouray	FB 152-93-19D-18-8H	30784	OOOOa - tanks: monthly, entire pad: semi-annually
Pikes Well Pad	40	Ouray	FB 152-93-19D-18-9H	30785	OOOOa - tanks: monthly, entire pad: semi-annually
Phoenix Well Pad	41	Phoenix	FB 148-95-13B-24-2H	30555	OOOOa - tanks: monthly, entire pad: semi-annually
Phoenix Well Pad	41	Phoenix	FB 148-95-13B-24-9H	33594	OOOOa - tanks: monthly, entire pad: semi-annually
Phoenix Well Pad	41	Phoenix	FB 148-95-13B-24-10H	30556	OOOOa - tanks: monthly, entire pad: semi-annually
Phoenix Well Pad	41	Phoenix	FB 148-95-13B-24-11H	30557	OOOOa - tanks: monthly, entire pad: semi-annually
Phoenix Well Pad	41	Phoenix	FB 148-95-13B-24-12H	30558	OOOOa - tanks: monthly, entire pad: semi-annually
Phoenix Well Pad	41	Phoenix	FB 148-95-13B-24-13H	30559	OOOOa - tanks: monthly, entire pad: semi-annually
Pikes Well Pad	42	Pikes	FB 152-93-19D-18-4H	26914	OOOOa - tanks: monthly, entire pad: semi-annually
Pikes Well Pad	42	Pikes	FB 152-93-19D-18-10H	28296	OOOOa - tanks: monthly, entire pad: semi-annually
Pikes Well Pad	42	Pikes	FB 152-93-19D-18-11H(LL)	28297	OOOOa - tanks: monthly, entire pad: semi-annually
Pikes Well Pad	42	Pikes	FB 152-93-19D-18-14H(LL)	28298	OOOOa - tanks: monthly, entire pad: semi-annually
Princeton Well Pad	43	Princeton	FB 148-94-33C-28-10H	26867	FIP - Quarterly
Princeton Well Pad	43	Princeton	FB 148-94-33C-28-3H(LL)	25534	FIP - Quarterly
Princeton Well Pad	43	Princeton	FB 148-94-33C-28-8H	26865	FIP - Quarterly
Princeton Well Pad	43	Princeton	FB 148-94-33C-28-9H	26866	FIP - Quarterly
South Pyramid Tanks	44	Pyramid	FB 147-94-2A-11-1H	18206	OOOOa - tanks: monthly, entire pad: semi-annually
South Pyramid Tanks	44	Pyramid	FB 147-94-2A-11-2H	21900	OOOOa - tanks: monthly, entire pad: semi-annually
South Pyramid Tanks	44	Pyramid	FB 147-94-2A-11-13H(LL)	34889	OOOOa - tanks: monthly, entire pad: semi-annually
South Pyramid Tanks	44	Pyramid	FB 147-94-2A-11-12H	34888	OOOOa - tanks: monthly, entire pad: semi-annually
South Pyramid Tanks	44	Pyramid	FB 147-94-2A-11-11H	34887	OOOOa - tanks: monthly, entire pad: semi-annually
North Pyramid Tanks	44	Pyramid	FB 148-94-35D-26-1H	18313	OOOOa - tanks: monthly, entire pad: semi-annually
North Pyramid Tanks	44	Pyramid	FB 148-94-35D-26-2H	21901	OOOOa - tanks: monthly, entire pad: semi-annually
North Pyramid Tanks	44	Pyramid	FB 148-94-35D-26-11H(LL)	32608	OOOOa - tanks: monthly, entire pad: semi-annually
North Pyramid Tanks	44	Pyramid	FB 148-94-35D-26-12H	32611	OOOOa - tanks: monthly, entire pad: semi-annually
North Pyramid Tanks	44	Pyramid	FB 148-94-35D-26-13H	32612	OOOOa - tanks: monthly, entire pad: semi-annually

North Pyramid Tanks	44	Pyramid	FB 148-94-35D-26-14H(LL)	34890	OOOOa - tanks: monthly, entire pad: semi-annually
Quandry Well Pad	45	Quandry	FB 152-94-22D-15-1H	18402	FIP - Quarterly
Redcloud Well Pad	46	Redcloud	FB 148-94-9C-4-3H	22981	FIP - Quarterly
Redcloud Well Pad	46	Redcloud	FB 148-94-9C-4-4H	22980	FIP - Quarterly
Redcloud Well Pad	46	Redcloud	FB 148-94-9C-4-5H	22979	FIP - Quarterly
San Luis Well Pad	47	San Luis	FB 148-95-24C-13-1H	20918	OOOOa - tanks: monthly, entire pad: semi-annually
San Luis Well Pad	47	San Luis	FB 148-95-25B-36-1H	20919	OOOOa - tanks: monthly, entire pad: semi-annually
Shavano Well Pad	48	Shavano	FB 148-94-29A-32-3H	24306	FIP - Quarterly
Shavano Well Pad	48	Shavano	FB 148-94-29A-32-4H	24307	FIP - Quarterly
Shavano Well Pad	48	Shavano	FB 148-94-29A-32-5H	24310	FIP - Quarterly
Sherman Well Pad	49	Sherman	FB 148-94-17C-8-3H	24418	OOOO - Monthly
Sherman Well Pad	49	Sherman	FB 148-94-17C-8-4H	24417	OOOO - Monthly
Sherman Well Pad	49	Sherman	FB 148-94-17C-8-5H	25502	OOOO - Monthly
Sherman Well Pad	49	Sherman	FB 148-94-17C-8-6H	28280	OOOO - Monthly
Sherman Well Pad	49	Sherman	FB 148-94-17C-8-7H	28281	OOOO - Monthly
Sneffels Well Pad	50	Sneffels	FB 147-94-2B-11-3H	25598	OOOOa - tanks: monthly, entire pad: semi-annually
Sneffels Well Pad	50	Sneffels	FB 147-94-2B-11-4H	25597	OOOOa - tanks: monthly, entire pad: semi-annually
Sneffels Well Pad	50	Sneffels	FB 147-94-2B-11-5H	25596	OOOOa - tanks: monthly, entire pad: semi-annually
Sneffels Well Pad	50	Sneffels	FB 148-94-35C-26-3H	26295	OOOOa - tanks: monthly, entire pad: semi-annually
Sneffels Well Pad	50	Sneffels	FB 148-94-35C-26-4H	26294	OOOOa - tanks: monthly, entire pad: semi-annually
Sneffels Well Pad	50	Sneffels	FB 148-94-35C-26-5H	26293	OOOOa - tanks: monthly, entire pad: semi-annually
Sneffels Well Pad	50	Sneffels	FB 147-94-2B-11-6H	31076	OOOOa - tanks: monthly, entire pad: semi-annually
Sneffels Well Pad	50	Sneffels	FB 147-94-2B-11-7H	31077	OOOOa - tanks: monthly, entire pad: semi-annually
Sneffels Well Pad	50	Sneffels	FB 147-94-2B-11-8H	31078	OOOOa - tanks: monthly, entire pad: semi-annually
Sneffels Well Pad	50	Sneffels	FB 147-94-2B-11-9H	31080	OOOOa - tanks: monthly, entire pad: semi-annually
Sneffels Well Pad	50	Sneffels	FB 148-94-35C-26-6H	31085	OOOOa - tanks: monthly, entire pad: semi-annually
Sneffels Well Pad	50	Sneffels	FB 148-94-35C-26-7H	31082	OOOOa - tanks: monthly, entire pad: semi-annually
Sneffels Well Pad	50	Sneffels	FB 148-94-35C-26-8H	31084	OOOOa - tanks: monthly, entire pad: semi-annually
Sneffels Well Pad	50	Sneffels	FB 148-94-35C-26-9H	31083	OOOOa - tanks: monthly, entire pad: semi-annually
Sneffels Well Pad	50	Sneffels	FB 148-94-35C-26-10H	31081	OOOOa - tanks: monthly, entire pad: semi-annually
Snowmass Well Pad	51	Snowmass	FB 152-94-24D-13-5H	26798	FIP - Quarterly
Snowmass Well Pad	51	Snowmass	FB 152-94-24D-13-6H	26797	FIP - Quarterly
Snowmass Well Pad	51	Snowmass	FB 152-94-24D-13-7H	26796	FIP - Quarterly
Stewart Well Pad	52	Stewart	FB 152-93-18B-19-1H	18446	OOOOa - tanks: monthly, entire pad: semi-annually
Stewart Well Pad	52	Stewart	FB 152-93-18B-19-2H	21652	OOOOa - tanks: monthly, entire pad: semi-annually
Stewart Well Pad	52	Stewart	FB 152-93-18B-19-3H	21653	OOOOa - tanks: monthly, entire pad: semi-annually
Sunlight Well Pad	53	Sunlight	FB 152-94-13B-24-1H	18905	OOOOa - tanks: monthly, entire pad: semi-annually
Sunlight Well Pad	53	Sunlight	FB 152-94-13B-24-2H	25370	OOOOa - tanks: monthly, entire pad: semi-annually
Sunlight Well Pad	53	Sunlight	FB 152-94-13B-24-11H	32157	OOOOa - tanks: monthly, entire pad: semi-annually
Sunlight Well Pad	53	Sunlight	FB 152-94-13B-24-12H	32156	OOOOa - tanks: monthly, entire pad: semi-annually

Sunlight Well Pad	53	Sunlight	FB 152-94-13B-24-13H	32158	OOOOa - tanks: monthly, entire pad: semi-annually
Sunshine Well Pad	54	Sunshine	FB 148-95-23D-14-1H	20172	OOOO - Monthly
Sunshine Well Pad	54	Sunshine	FB 148-95-26A-35-1H	20173	OOOO - Monthly
Sunshine Well Pad	54	Sunshine	FB 148-95-23D-14-2H(LL)	20866	OOOO - Monthly
Sunshine Well Pad	54	Sunshine	FB 148-95-23D-14-6H	27125	OOOO - Monthly
Sunshine Well Pad	54	Sunshine	FB 148-95-23D-14-7H	27127	OOOO - Monthly
Sunshine Well Pad	54	Sunshine	FB 148-95-26A-35-2H(LL)	21963	OOOO - Monthly
Sunshine Well Pad	54	Sunshine	FB 148-95-26A-35-10H	27126	OOOO - Monthly
Sunshine Well Pad	54	Sunshine	FB 148-95-26A-35-14H	27646	OOOO - Monthly
Tabeguache Well Pad	55	Tabeguache	FB 148-94-27C-22-3H	24150	OOOO - Monthly
Tabeguache Well Pad	55	Tabeguache	FB 148-94-27C-22-4H	27107	OOOO - Monthly
Tabeguache Well Pad	55	Tabeguache	FB 148-94-27C-22-6H	27106	OOOO - Monthly
Tabeguache Well Pad	55	Tabeguache	FB 148-94-27C-22-7H	27105	OOOO - Monthly
Tabeguache Well Pad	55	Tabeguache	FB 148-94-27C-22-8H	27103	OOOO - Monthly
Torreys Well Pad	56	Torreys	FB 152-94-15B-22-3H	24731	FIP - Quarterly
Torreys Well Pad	56	Torreys	FB 152-94-15B-22-4H	25494	FIP - Quarterly
Uncompahgre Well Pad	57	Uncompahgre	FB 148-94-22B-27-5H	22878	FIP - Quarterly
Vermejo Well Pad	58	Vermejo	FB 152-93-7C-6-7H	30247	OOOOa - tanks: monthly, entire pad: semi-annually
Vermejo Well Pad	58	Vermejo	FB 152-93-7C-6-8H	30246	OOOOa - tanks: monthly, entire pad: semi-annually
Vermejo Well Pad	58	Vermejo	FB 152-93-7C-6-9H	30245	OOOOa - tanks: monthly, entire pad: semi-annually
Vermejo Well Pad	58	Vermejo	FB 152-93-7C-6-6H	30248	OOOOa - tanks: monthly, entire pad: semi-annually
Vermejo Well Pad	58	Vermejo	FB 152-93-7C-6-10H	30244	OOOOa - tanks: monthly, entire pad: semi-annually
Stewart Well Pad	58	Vermejo	FB 152-93-7C-6-12H(LL)	30242	OOOOa - tanks: monthly, entire pad: semi-annually
Stewart Well Pad	58	Vermejo	FB 152-93-7C-6-13H(LL)	30241	OOOOa - tanks: monthly, entire pad: semi-annually
Vermejo Well Pad	58	Vermejo	FB 152-93-7C-6-11H	30243	OOOOa - tanks: monthly, entire pad: semi-annually
Vermejo Well Pad	58	Vermejo	FB 152-93-7C-6-5H	32579	OOOOa - tanks: monthly, entire pad: semi-annually
Vermejo Well Pad	58	Vermejo	FB 152-93-7C-6-14H	32580	OOOOa - tanks: monthly, entire pad: semi-annually
Wetterhorn Well Pad	59	Wetterhorn	FB 148-95-13A-24-3H	24299	OOOOa - tanks: monthly, entire pad: semi-annually
Wetterhorn Well Pad	59	Wetterhorn	FB 148-95-13A-24-4H	24298	OOOOa - tanks: monthly, entire pad: semi-annually
Wetterhorn Well Pad	59	Wetterhorn	FB 148-95-13A-24-5H	24297	OOOOa - tanks: monthly, entire pad: semi-annually
Wetterhorn Well Pad	59	Wetterhorn	FB 148-95-13A-24-6H	31154	OOOOa - tanks: monthly, entire pad: semi-annually
Wetterhorn Well Pad	59	Wetterhorn	FB 148-95-13A-24-7H(LL)	31155	OOOOa - tanks: monthly, entire pad: semi-annually
Wetterhorn Well Pad	59	Wetterhorn	FB 148-95-13A-24-8H(LL)	31156	OOOOa - tanks: monthly, entire pad: semi-annually
Wilson Well Pad	60	Wilson	FB 148-94-33D-28-4H	24338	OOOOa - tanks: monthly, entire pad: semi-annually
Wilson Well Pad	60	Wilson	FB 148-94-33D-28-5H	24339	OOOOa - tanks: monthly, entire pad: semi-annually
Wilson Well Pad	60	Wilson	FB 148-94-33D-28-7H(LL)	29572	OOOOa - tanks: monthly, entire pad: semi-annually
Wilson Well Pad	60	Wilson	FB 148-94-33D-28-6H	29571	OOOOa - tanks: monthly, entire pad: semi-annually
Windom Well Pad	61	Windom	FB 148-94-36C-25-4H	26279	OOOOa - tanks: monthly, entire pad: semi-annually
Windom Well Pad	61	Windom	FB 148-94-36C-25-5H	26281	OOOOa - tanks: monthly, entire pad: semi-annually
Windom Well Pad	61	Windom	FB 148-94-36C-25-6H	29134	OOOOa - tanks: monthly, entire pad: semi-annually
Windom Well Pad	61	Windom	FB 148-94-36C-25-7H	31462	OOOOa - tanks: monthly, entire pad: semi-annually

Windom Well Pad	61	Windom	FB 148-94-36C-25-8H	31464	OOOOa - tanks: monthly, entire pad: semi-annually
Windom Well Pad	61	Windom	FB 148-94-36C-25-9H	31463	OOOOa - tanks: monthly, entire pad: semi-annually
Windom Well Pad	61	Windom	FB 148-94-36C-25-12H	29137	OOOOa - tanks: monthly, entire pad: semi-annually
Windom Well Pad	61	Windom	FB 147-94-1B-12-8H	33125	OOOOa - tanks: monthly, entire pad: semi-annually
Windom Well Pad	61	Windom	FB 147-94-1B-12-7H	29136	OOOOa - tanks: monthly, entire pad: semi-annually
Windom Well Pad	61	Windom	FB 147-94-1B-12-6H	29135	OOOOa - tanks: monthly, entire pad: semi-annually
Windom Well Pad	61	Windom	FB 147-94-1B-12-13H	33124	OOOOa - tanks: monthly, entire pad: semi-annually
Windom Well Pad	61	Windom	FB 147-94-1B-12-5H	26282	OOOOa - tanks: monthly, entire pad: semi-annually
Windom Well Pad	61	Windom	FB-147-94-1B-12-4H	26280	OOOOa - tanks: monthly, entire pad: semi-annually
Yale Well Pad	62	Yale	FB 148-95-22C-15-4H	25208	FIP - Quarterly
Yale Well Pad	62	Yale	FB 148-95-22C-15-5H	25210	FIP - Quarterly
Yale Well Pad	62	Yale	FB 148-95-22C-15-9H	26323	FIP - Quarterly
Yale Well Pad	62	Yale	FB 148-95-27B-34-4H	25207	FIP - Quarterly
Yale Well Pad	62	Yale	FB 148-95-27B-34-5H	25209	FIP - Quarterly
Yale Well Pad	62	Yale	FB 148-95-27B-34-8H	26322	FIP - Quarterly
James Well Pad	63	James	FB JAMES 150-94-3B-10-13B	31457	Will be OOOOa when completed
James Well Pad	63	James	FB JAMES 150-94-3B-10-12T	31456	Will be OOOOa when completed
James Well Pad	63	James	FB JAMES 150-94-3B-10-11B	31455	Will be OOOOa when completed
James Well Pad	63	James	FB JAMES 150-94-3B-10-10T	31454	Will be OOOOa when completed
James Well Pad	63	James	FB JAMES 150-94-3B-10-9B	35964	Will be OOOOa when completed
James Well Pad	63	James	FB JAMES 150-94-3B-10-8T2	35963	Will be OOOOa when completed
James Well Pad	63	James	FB JAMES 150-94-3B-10-7T	35962	Will be OOOOa when completed
James Well Pad	63	James	FB JAMES 150-94-3B-10-6B	31458	Will be OOOOa when completed

CERTIFICATE OF SERVICE

The undersigned certifies that the original of the attached **CONSENT AGREEMENT and FINAL ORDER** in the matter of **BRUIN E&P PARTNERS, LLC; DOCKET NO.: CAA-08-2019-0012** was filed with the Regional Hearing Clerk on September 4, 2019.

Further, the undersigned certifies that a true and correct copy of the documents were emailed to, Jessica Portmess, Enforcement Attorney. True and correct copies of the aforementioned documents were placed in the United States mail certified/return receipt on September 4, 2019, to:

Respondent

William Getschow
Bruin E&P Partners, LLC
602 Sawyer Street, Suite 710
Houston, Texas 77007

And emailed to:

Jessica Chalifoux
U. S. Environmental Protection Agency
Cincinnati Finance Center
26 W. Martin Luther King Drive (MS-0002)
Cincinnati, Ohio 45268

September 4, 2019


Melissa Haniewicz
Regional Hearing Clerk