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**U.S. EPA REGION 8
HEARING CLERK**

**UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 8**

In the Matter of:)
)
XTO Energy Inc.) **CONSENT AGREEMENT**
)
Respondent.) Docket No. SDWA-08-2023-0008
)
Proceeding under section 1423 of the Safe)
Drinking Water Act, 42 U.S.C. § 300h-2)
_____)

The United States Environmental Protection Agency (EPA) and XTO Energy Inc. (Respondent), by their undersigned representatives, agree as follows:

1. On April 7, 2023, the EPA filed a Complaint and Notice of Opportunity for Hearing (Complaint) to the Respondent regarding violations of section 1423 of the Safe Drinking Water Act (Act), and the underground injection control regulations promulgated thereunder.
2. The Respondent admits the jurisdictional allegations of the Complaint and neither admits nor denies the specific factual allegations of the Complaint.
3. The Respondent waives its right to contest the allegations in the Complaint and to appeal any final order (Final Order) an EPA Regional Judicial Officer may issue to approve this consent agreement (Agreement).
4. This Agreement, upon incorporation into a Final Order, is binding upon the EPA, the Respondent, and the Respondent's officers, directors, employees, agents, trustees, authorized representatives, successors, and assigns. Any change in ownership or corporate control of Respondent, including but not limited to any transfer of assets or real or personal property, shall not alter Respondent's responsibilities under this Agreement.
5. The Respondent agrees to pay, and agrees to the EPA's assessment of, an

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administrative civil penalty in the amount of \$19,718.08 as described below:

(a) Payment is due no later than 30 calendar days after the date of the Final Order;

(b) Payment shall be made using any method provided on the following website: <https://www.epa.gov/financial/makepayment>;

(c) Indicate each and every payment is payable to the “Environmental Protection Agency” and include in each payment a reference to “Docket No. SDWA-08-2023-0008”;

(d) Within 24 hours of each payment, email proof of payment to Nathan Wisner, EPA Region 8 Environmental Scientist, at wisner.nathan@epa.gov, and the Regional Hearing Clerk for EPA Region 8 at R8_Hearing_Clerk@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 payment has been made according to EPA requirements, in the amount due, and identified with the name “XTO Energy, Inc.” and “Docket No. SDWA-08-2023-0008”;

6. If Respondent fails to timely pay any portion of the penalty assessed under the Final Order approving this Agreement, the EPA may:

(a) Request the Attorney General to bring a civil action in an appropriate district court to recover the amount assessed, plus interest at currently prevailing rates from the date of the Final Order, attorney’s fees and costs for collection proceedings, and a 20% quarterly nonpayment penalty for each quarter during which failure to pay persists;

(b) Refer the debt to a credit reporting agency or a collection agency under 40 C.F.R. §§ 13.13, 13.14, and 13.33;

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}

(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, under 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 under 40 C.F.R. § 13.17.

7. 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.

8. Nothing in this Agreement shall relieve Respondent of the duty to comply with all applicable provisions of the Act, any regulation, order, or permit issued pursuant to the Act, and any other federal, state, or local laws, nor shall it restrict the 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.

9. Any failure by the Respondent to comply with this Agreement shall constitute a breach of this Agreement and may result in referral of the matter to the United States Department of Justice for enforcement of this Agreement and such other relief as may be appropriate. Nothing in this Agreement shall be construed as a waiver by the EPA or any other federal entity of its authority to seek costs or any appropriate penalty associated with any collection action instituted as any failure by the Respondent to comply with this Agreement.

10. Nothing in this Agreement shall be construed to limit the power of the EPA to

pursue injunctive or other equitable relief, or criminal sanctions, for any violations of law or 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.

11. If and to the extent the 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 the EPA, the EPA reserves any and all of its legal and equitable rights.

12. The undersigned representative of the Respondent certifies that he or she is fully authorized to enter into and bind the Respondent to this Agreement.

13. The parties agree to submit this Agreement to the appropriate EPA Regional Judicial Officer, with a request that it be incorporated into a Final Order.

14. Except as qualified by paragraph 6, above, each party shall bear its own costs and attorney fees in connection with this matter.

15. This Agreement, upon incorporation into a Final Order and full satisfaction by the Respondent, shall resolve the Respondent's liability for the violations alleged in the Complaint and the associated federal civil penalties.

**UNITED STATES ENVIRONMENTAL
PROTECTION AGENCY, REGION 8**

Date: September 7, 2023

By: ANGELIQUE DIAZ
Digitally signed by ANGELIQUE
DIAZ
Date: 2023.09.07 12:16:30 -06'00'
for Suzanne J. Bohan, Director
Enforcement and Compliance
Assurance Division,
Complainant

RESPONDENT:

Date: 21 SEPTEMBER 2023

By: JBLA

Name, Title: JOSHUA BLUNT
COMMERCIAL AND LAND MANAGER
AS AGENT AND ATTORNEY-IN-FACT