



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY  
REGION 8

2015 APR 23 AM 9:32

1595 WYNKOOP STREET  
DENVER, CO 80202-1129  
Phone 800-227-8917  
<http://www.epa.gov/region08>

FILED  
EPA REGION VIII  
HEARING CLERK

DOCKET NO.: CAA-08-2015-0012

IN THE MATTER OF: )  
)  
WHITING OIL AND GAS CORPORATION ) FINAL ORDER  
)  
RESPONDENT )

Pursuant to 40 C.F.R. §22.13(b) and 22.18, 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 receipt by Respondent of this Consent Agreement and Final Order.

SO ORDERED THIS 23<sup>rd</sup> DAY OF April, 2015.

Elyana R. Sutin  
Regional Judicial Officer



5. EPA asserts that settlement of this matter is in the public interest, and EPA and Whiting agree that entry of a final order approving this Agreement without further litigation and without adjudication of any issue of fact or law is the most appropriate means of resolving this matter. Whiting waives its rights to contest the allegations in the Complaint and to appeal the final order issued by the Regional Judicial Officer approving this Agreement.
6. This Agreement, upon incorporation into a final order, applies to and is binding upon EPA and upon Whiting, and Whiting's officers, directors, employees, agents, successors, and assigns. Any change in ownership or corporate status of Whiting including, but not limited to, any transfer of assets or real or personal property shall not alter Whiting's responsibilities under this Agreement.
7. Whiting is a foreign corporation, with its principal office located in Denver, Colorado. Whiting is, therefore, a "person" as defined in section 302(e) of the Act, 42 U.S.C. § 7602(e).
8. Whiting owns and operates the oil and gas production facilities listed in Appendix A (Facilities), all located in the state of Colorado.

## **II. ALLEGED VIOLATIONS**

9. On September 23, 2014, Whiting submitted voluntary disclosures to EPA pursuant to the EPA's policy entitled Notification Under Incentives for Self-Policing: Discovery, Disclosure, Correction and Prevention of Violations (Audit Policy), 65 Fed. Reg. 19,618-19,627 (April 11, 2000).
10. Based on Whiting's disclosures under the Audit Policy, EPA alleges Whiting violated regulations implementing the Act at the Facilities as follows:
  - a. Failure to conduct initial NSPS subpart JJJJ performance tests for the engines identified in Appendix A Table 1, which are less than or equal to 500 horsepower (hp) and greater than 25 hp, within 180 days of initial start-up and furnish EPA with a written report of the results, as required by 40 C.F.R. §§ 60.4243(b)(2)(i) and 60.8(a).
  - b. Failure to conduct subsequent NSPS subpart JJJJ performance test for the engine identified in Appendix A Table 2, which is greater than 500 hp, every 8,760 hours or three years, whichever comes first, and furnish EPA with a written report of the results, as required by 40 C.F.R. §§ 60.4243(b)(2)(ii) and 60.8(a).
  - c. Failure to keep a maintenance plan and records of conducted maintenance for the engines identified in Appendix A Table 3, which are less than 100 hp and are certified engines operating in a non-certified manner, as required by 40 C.F.R. §§ 60.4243(a)(2)(i), 60.4245(a)(2) and 60.4245(a)(4).

- d. Failure to keep a maintenance plan and records of conducted maintenance for the engines identified in Appendix A Table 4, which are less than 500 hp and greater than 25 hp, and are non-certified engines, as required by 40 C.F.R. §§ 60.4243(b)(2)(i), 60.4245(a)(2) and 60.4245(a)(4).
11. Whiting has corrected the violations alleged above in paragraphs 10(a)–(d) to the full satisfaction of EPA.

**III. TERMS OF SETTLEMENT**

12. EPA analyzed the facts and circumstances in this matter based on the statutory factors described in section 113(e)(1) of the Act. Moreover, EPA finds that Whiting satisfied all applicable conditions set forth in the Audit Policy and, therefore, qualifies for a 100% reduction of the gravity component of the civil penalty that otherwise would apply to these violations. EPA determined that Whiting obtained an economic benefit of \$1,303 as a result of its noncompliance in this matter.
13. Whiting agrees to pay a civil penalty in the amount of **One Thousand Three Hundred and Three Dollars (\$1,303)** in the manner described below in this paragraph:
- a. Payment is due within thirty (30) calendar days from the date written on the final order, to be issued by the Regional Judicial Officer that adopts this Agreement. If the due date falls on a weekend or legal federal holiday, then the due date becomes the next business day. The date the payment is made is considered to be the date processed by the Bank described below. Payments received by 11:00 AM Eastern Time are processed on the same day; those received after 11:00 AM are processed on the next business day.

Payment shall be made by making a wire transfer as provided below or remitting a check, including the name and docket number of this case, for the amount, payable to "*Treasurer, United States of America,*" to:

Regular Mail:  
U.S. Environmental Protection Agency  
P.O. Box 979077  
St. Louis, MO 63197-9000

Federal Express, Airborne, or other commercial carrier:  
U.S. Environmental Protection Agency  
Government Lockbox 979077  
1005 Convention Plaza  
SL-MO-C2-GL  
St. Louis, MO 63101

Contact: Mr. Craig Steffen  
513-487-2091

WIRE TRANSFER:

Wire transfers must indicate the name and docket number of this case and be sent directly to the Federal Reserve Bank in New York City with the following information:

Federal Reserve Bank of New York  
ABA = 021030004  
Account = 68010727  
SWIFT address = FRNYUS33  
33 Liberty Street  
New York, NY 10045  
Beneficiary: US Environmental Protection Agency

ACH (also known as REX or remittance express):

Automated Clearinghouse payments to EPA can be made through the U.S. Treasury using the following information:

U.S. Treasury REX/Cashlink ACH Receiver  
ABA: 051036706  
Account Number: 310006, Environmental Protection Agency  
CTX Format Transaction Code 22 – checking  
Physical location of U.S. Treasury Facility:  
5700 Rivertech Court  
Riverdale, MD 20737

Remittance Express (REX): 1-866-234-5681

ON LINE PAYMENT:

There is now an online payment option, available through the Dept. of Treasury.

This payment option can be accessed from the information below:

WWW.PAY.GOV  
Enter sfo 1.1 in the search field. Open form and complete required fields.

**A copy of the check, or notification that the payment has been made by one of the methods listed above, including proof of the date payment was made, shall be sent within ten (10) calendar days of submitting payment to:**

Ms. Alexis North (8ENF-AT)  
U.S. EPA Region 8  
Technical Enforcement Program  
1595 Wynkoop St.  
Denver, CO 80202-1129

and

Ms. Tina Artemis  
Regional Hearing Clerk (8RC)  
U.S. EPA Region 8  
1595 Wynkoop St.  
Denver, CO 80202-1129

- b. In the event payment is not received by the specified due date, interest accrues from thirty (30) days prior to the applicable due date, at a rate established by the Secretary of the Treasury pursuant to 31 U.S.C. § 3717, and will continue to accrue until payment in full is received.
  - c. In addition, a handling charge of fifteen dollars (\$15) shall be assessed the 31st day from the applicable due date, and each subsequent thirty-day period that the debt, or any portion thereof, remains unpaid. In addition, a six percent (6%) per annum penalty shall be assessed on any unpaid principal amount if payment is not received within ninety (90) days of the applicable due date. Payments are first applied to handling charges, six percent (6%) penalty interest, and late interest; then any balance is applied to the outstanding principal amount.
  - d. Whiting agrees that the penalty shall never be claimed as a federal or other tax deduction or credit.
14. Failure by Whiting to comply with any of the terms of this Agreement shall constitute a breach of the Agreement and may result in referral of the matter to the United States Department of Justice for enforcement of this Agreement and for such other relief as may be appropriate.
15. Nothing in this Agreement shall be construed as a waiver by EPA or any other federal entity of its authority to seek costs or any appropriate penalty associated with any collection action instituted as a result of Whiting's failure to perform pursuant to the terms of this Agreement.

#### **IV. GENERAL PROVISIONS**

16. Each undersigned representative of a Party to this Agreement certifies that he or she is fully authorized by the Party represented to bind the Party to the terms and conditions of this Agreement and to execute and legally bind that Party to this Agreement. The Parties agree that each Party's obligations under this Agreement constitute sufficient consideration for the other Party's obligations under the Agreement.
17. The Parties agree to submit this Agreement to the Regional Judicial Officer, with a request that it be incorporated into a final order.
18. This Agreement, upon incorporation into a final order by the Regional Judicial Officer and full satisfaction by the Parties, shall be a complete, full and final settlement of the

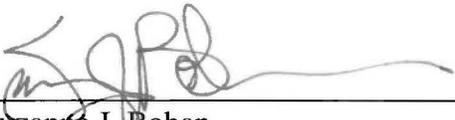
United States' civil penalty claims against Whiting for the specific violations alleged in this Agreement.

19. As to others who are not parties to this Agreement, nothing contained herein is an admission of Whiting. Whiting has not waived any right, cause of action or defense available to Whiting unless otherwise stated herein.
20. By signing this Agreement, Whiting certifies that the information it has supplied concerning this matter was at the time of submission, and is, truthful, accurate, and complete for each such submission, response, and statement. Whiting realizes 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.
21. EPA reserves the right to revoke this Agreement and accompanying settlement penalty if and to the extent EPA finds, after signing this Agreement, that any information provided by Whiting was materially false or inaccurate at the time such information was provided to EPA, and EPA reserves the right to assess and collect any and all civil penalties for any violation described herein.
22. The substantive terms, conditions, and compliance requirements of this Agreement may not be modified or amended except upon the written agreement of the Parties, and incorporation in a revised final order by a Regional Judicial Officer.
23. Each Party shall bear its own costs and attorneys' fees in connection with all issues associated with this Agreement.
24. Whiting remains obligated to comply with all requirements of the Act and its implementing regulations.
25. This Agreement may be signed in multiple counterparts, each of which shall have the force and effect of the original.
26. This Agreement constitutes the entire agreement between the parties.

UNITED STATES ENVIRONMENTAL  
PROTECTION AGENCY, REGION 8,  
Office of Enforcement, Compliance, and  
Environmental Justice

COMPLAINANT.

Date: 4/22/15

By:   
Suzanne J. Bohan  
Assistant Regional Administrator  
Office of Enforcement, Compliance and  
Environmental Justice

WHITING OIL AND GAS CORPORATION

RESPONDENT.

Date: 4/16/2015

By: Peter W. Hagist

PRINTED NAME: Pete Hagist

TITLE: Senior Vice President, Planning

**Appendix A: Tables of Violations**

**Table 1: Engines less than 500 hp requiring performance testing within 180 days of start-up pursuant to 40 C.F.R. §§ 60.4243(b)(2)(i) and 60.8(a)**

Location	Latitude	Longitude	Make	Model	HP	Serial Number	Test Due	Test Done
Runway 23-31H*	40.905583	-103.828825	Arrow	A62	80	6B105013076	4/1/2012	11/7/2013
Twomile Creek 22-13H*	40.91033	-103.74305	Arrow	A62	80	6B11B003993	6/1/2012	11/6/2013
Horsetail 18-0733H*	40.832514	-103.791947	Arrow	A62	80	6B10E007968	1/30/2012	2/18/2014
Razor 12-0141H	40.854122	-103.806436	Arrow	L795	65	L-601288	9/20/2013	4/18/2014
Wild horse 16-13H*	40.74857	-103.9902	Arrow	A62	80	6B10S013055	4/1/2012	11/7/2013

\*Indicates engine subsequently removed from facility

**Table 2: Engine greater than 500 hp requiring subsequent performance testing every 8,760 hours or 3 years of operation pursuant to 40 C.F.R. §§ 60.4243(b)(2)(ii) and 60.8(a)**

Facility	Latitude	Longitude	Make	Model	HP	Serial Number	Test Due	Test Done
Boies Ranch	39.85257	-108.32896	Cat	3608LE	2370	BEN00410	09/01/2011	10/28/2011

**Table 3: Certified engines less than 100 hp requiring a maintenance plan pursuant to 40 C.F.R. §§ 60.4243(a)(2)(i), 60.4245(a)(2) and 60.4245(a)(4)**

Facility	Latitude	Longitude	Serial Number
Razor 22-2712H*	40.830344	-103.858675	GCBJT-1050187
Razor 26-3524H	40.808747	-103.834525	Unknown
Razor 27-3414/Razor 27L Pad	40.808881	-103.858489	GCBJT-1049858
Razor 27-3414/Razor 27L Pad	40.808881	-103.858489	GCBJT-1052812
Razor 27K Pad	40.808594	-103.853714	GCBJT-1074390
Razor 33-2813H	40.789186	-103.876925	GCBJT-1027939
Wildhorse 02-0214H	40.786222	-103.952306	GCBJT-1041370

Wildhorse 02-0214H	40.786222	-103.952306	GCBJT-1041369
Wildhorse 02-0224H	40.786375	-103.947956	GCBJT-1027625
Wildhorse 04-0414H	40.785967	-103.990206	GCBJT-1041364
Wildhorse 04-0424H	40.786014	-103.985531	GCBJT-1008685
Wildhorse 05-0514H	40.785783	-104.008578	GCBJT-1050161
Wild Horse 16-13H*	40.74857	-103.9902	Unknown
Wild Horse 16-42H*	40.744103	-103.990206	GCBGT-1087086
Wild Horse 16-42H*	40.744103	-103.990206	GBCJT-105152
Wildhorse 18-1834H	40.756967	-104.018808	GCBJT-1067414
Wildhorse 18-1844H	40.756886	-104.014031	GCBJT-1052859
Wolf 36-3624H	40.801019	-103.929136	GCBGT-1060486
Pawnee 16-13H	40.83522	-103.99217	GCAKT-1728004
Runway 23-31H	40.905583	-103.828825	GCBCT-1018493
Terrace 36-11H	40.800029	-103.933867	GCBCT-1018493
Twomile 15-1033H	40.920428	-103.734511	GCBCT-1018493
Twomile Creek 22-13H	40.91033	-103.74305	GCBCT-1018300
Wolf 35-2623H & 35-2613H	40.788131	-103.947986	GCBCT-1018415
Wolf 35-2623H & 35-2613H	40.788131	-103.947986	GCBJT-1027981
Razor 11-0241H*	40.854544	-103.825431	GCBJT-1051684
Razor 14-1143H	40.832447	-103.825372	GCBJT-1048313
Wildhorse 06-0634H	40.785664	-104.018711	GCBJT-1041818
Razor 25D Pad	40.816125	-103.820411	GCBJT-1027722
Razor 25D Pad	40.816125	-103.820411	GCBJT-1052055
Chalk Bluffs 36-13H	40.79114	-104.04658	AGC096003
Horsetail 07-0611H	40.853972	-103.801656	AAC-101011
Horsetail 16-1610B	40.845172	-103.754508	AFC101005
Horsetail 18-0713H	40.832508	-103.801281	AAC101016
Razor 33-2813H	40.789186	-103.876925	GCBJT-1027939
Wildhorse 04-0424H	40.786014	-103.985531	GCBJT-1008685
Razor 25D Pad	40.816125	-103.820411	AFC-101018
Razor 25D Pad	40.816125	-103.820411	AFC-101013

\* Indicates engine subsequently removed from facility

**Table 4: Non-certified engines less than 500 hp and greater than 25 hp requiring a maintenance plan pursuant to 40 C.F.R. §§ 60.4243(b)(2)(i), 60.4245(a)(2) and 60.4245(a)(4)**

<b>Facility</b>	<b>Latitude</b>	<b>Longitude</b>	<b>Serial Number</b>
Razor 12-0141H	40.854122	-103.806436	L-601288
Wild Horse 16-13H*	40.74857	-103.9902	6B10S013055
Runway 23-31H*	40.905583	-103.828825	6B105013076
Twomile Creek 22-13H*	40.91033	-103.74305	6B11B003993
Horsetail 18-0733H*	40.832514	-103.791947	6B10E007968
Razor 27-3414H/Razor 27L	40.808881	-103.858489	AGC101004
Razor 27 K Pad	40.808594	-103.853714	AFC101008

\* Indicates engine subsequently removed from facility

## CERTIFICATE OF SERVICE

The undersigned certifies that the original of the attached **COMBINED COMPLAINT, CONSENT AGREEMENT AND FINAL ORDER** in the matter **WHITING OIL AND GAS CORPORATION; DOCKET NO.: CAA-08-2015-0012** was filed with the Regional Hearing Clerk on April 23, 2015.

Further, the undersigned certifies that a true and correct copy of the documents were emailed to, Abigail Dean, Enforcement Attorney, U. S. EPA – Region 8, 1595 Wynkoop Street, Denver, CO 80202-1129. True and correct copies of the aforementioned documents were placed in the United States mail certified/return receipt on April 23, 2015 to:

Mr. Pete Hagist  
Senior Vice President, Planning  
Whiting Oil & Gas Corporation  
1700 Broadway, Suite 2300  
Denver, CO 80290-2300

And emailed to:

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

April 23, 2015



Tina Artemis  
Paralegal/Regional Hearing Clerk

