

UNITED STATES
ENVIRONMENTAL PROTECTION AGENCY
REGION 6
DALLAS, TEXAS

FILED
2016/03-5
MARCH 5 2016
10:03 AM
DALLAS, TEXAS

IN THE MATTER OF:)
)
)
ENTERPRISE PRODUCTS OPERATING,) DOCKET NO. CAA-06-2015-3315
L.L.C.)
)
RESPONDENT)
_____)

CONSENT AGREEMENT AND FINAL ORDER

The Director of the Compliance Assurance and Enforcement Division of the United States Environmental Protection Agency (EPA), Region 6 (Complainant) and Enterprise Products Operating, L.L.C. (Respondent) in the above-referenced proceeding, hereby agree to resolve this matter through the issuance of this Consent Agreement and Final Order (CAFO).

I. PRELIMINARY STATEMENT

1. This proceeding for the assessment of civil penalties is brought by EPA pursuant to Section 113(d) of the Clean Air Act (CAA), 42 U.S.C. § 7413(d), and is simultaneously commenced and concluded through the issuance of this Consent Agreement and Final Order (CAFO) pursuant to 40 C.F.R. §§ 22.13(b), 22.18(b)(2) and (3), and 22.34.
2. For the purposes of this proceeding, the Respondent admits the jurisdictional allegations contained herein; however, the Respondent neither admits nor denies the specific factual allegations or conclusions of law contained in this CAFO.

3. The Respondent explicitly waives any right to contest the allegations and its right to appeal the proposed Final Order set forth therein, and waives all defenses which have been raised or could have been raised to the claims set forth in the CAFO.

4. Compliance with all the terms and conditions of this CAFO shall only resolve the Respondent's liability for civil penalties for those violations which are set forth herein.

5. The Respondent consents to the issuance of the CAFO, to the assessment and payment of the civil penalty in the amount and by the method set forth in this CAFO, and the conditions specified in the CAFO.

6. Each undersigned representative of the parties to this agreement certifies that he or she is fully authorized by the party represented to enter into the terms and conditions of this agreement, to execute it, and to legally bind that party to it.

7. This CAFO shall apply to and be binding upon the Respondent, its officers, directors, servants, employees, agents, successors and assigns.

II. FINDINGS OF FACT AND CONCLUSIONS OF LAW

A. PRELIMINARY ALLEGATIONS

8. Enterprise Products Operating, L.L.C. (Respondent) is a limited liability company authorized to do business in the State of Texas.

9. "Person" is defined in Section 302(e) of the CAA, 42 U.S.C. § 7602(e), as "an individual, corporation, partnership, association, State, municipality, political subdivision of a State, and any agency of the United States and any officer, agent, or employee thereof."

10. The Respondent is a "person" as defined by Section 302(e) of the CAA, 42 U.S.C. § 7602(e).

11. The Respondent operates a facility that processes liquid petroleum gases to produce petroleum products and certain synthetic organic chemicals located at 10207 FM 1942, Mont Belvieu, Texas 77580. This facility includes property that the Respondent identifies as the North Plant and South Plant.

12. "Stationary source" is defined by Section 112(r)(2)(C) of the CAA, 42 U.S.C. § 7412(r)(2)(C), and 40 C.F.R. § 68.3 as meaning:

any buildings, structures, equipment, installations or substance emitting stationary activities which belong to the same industrial group, which are located on one or more contiguous properties, which are under the control of the same person (or persons under common control), and from which an accidental release may occur.

13. The Respondent's facility identified in Paragraph 11 is a "stationary source" as that term is defined by Section 112(r)(2)(C) of the CAA, 42 U.S.C. § 7412(r)(2)(C), and 40 C.F.R. § 68.3.

14. The Respondent is the owner and/or operator of the stationary source identified in Paragraph 11.

15. Ammonia (concentration 20% or greater), butane, butene, 1,3-butadiene, 2-butene-cis, chlorine, ethane, hydrogen, isobutane, isopentane, methane, pentane, propane, propylene, and 2,2-dimethylpropane, are "regulated substances", as set forth in 40 C.F.R. § 68.130.

16. "Process" is defined in 40 C.F.R. § 68.3 as meaning

any activity involving a regulated substance including any use, storage, manufacturing, handling, or on-site movement of such substances, or combination of activities. For the purpose of this definition, any group of vessels that are interconnected, or separate vessels that are located such that a regulated substance could be involved in a potential release, shall be considered a single process.

17. The Respondent has the following processes at the stationary source identified in Paragraph 11:

- A. Propane/Propylene Splitter Process;
- B. Iso-Octane/Methyl Tertiary Ether (MTBE) Process;
- C. Deisobutanizer Process;
- D. Butane Isomerization Process;
- E. Fractionation Process; and
- F. Product Storage and Treating Process.

18. The Respondent has exceeded the threshold quantity for one or more of the regulated substances listed in Paragraph 15 in each of the following processes:

- A. Propane/Propylene Splitter Process;
- B. Iso-Octane/Methyl Tertiary Ether (MTBE) Process;
- C. Deisobutanizer Process;
- D. Butane Isomerization Process;
- E. Fractionation Process; and
- F. Product Storage and Treating Process.

19. "Covered process" is defined in 40 C.F.R. § 68.3 as meaning "a process that has a regulated substance present in more than a threshold quantity as determined under § 68.115."

20. Each of the processes identified in Paragraphs 17 and 18 is "covered process" as that term is defined by 40 C.F.R. § 68.3.

21. Each of the covered processes identified in Paragraphs 17, 18, and 20 is subject to the "Program 3" requirements of the RMP regulations and must, among other things, comply with the Program 3 Prevention Program of 40 C.F.R. Part 68, Subpart D.

22. Section 113(d)(1) of the CAA, 42 U.S.C. § 7413(d), authorizes EPA to bring an administrative action for penalties that exceed \$320,000¹ and/or the first alleged date of violation occurred more than twelve (12) months prior to the initiation of the action, if the Administrator

¹ The maximum penalty that can be assessed (without a waiver) under Section 113 of the Clean Air Act was increased by the Civil Monetary Penalty Inflation Adjustment Rule codified at 40 C.F.R. Part 19 to \$220,000 for violations occurring between January 30, 1997 and March 15, 2004, to \$270,000 for violations occurring between March 15, 2004 and January 12, 2009, to \$295,000 for violations occurring between January 12, 2009 and December 6, 2013, and to \$320,000 for violations occurring after December 6, 2013.

and the United States Attorney General jointly determine that the matter is appropriate for administrative action.

23. EPA and the U.S. Department of Justice have jointly determined that the Complainant can administratively assess a civil penalty even though the penalty might exceed the statutory amount and alleged violations have occurred more than twelve (12) months prior to the initiation of the administrative action.

24. On or about February 14 – 18 and February 21 – 24, 2011, EPA inspectors conducted an inspection of the Respondent's facility.

25. On or about January 31, 2012, EPA sent an Information Request (Information Request) to the Respondent pursuant to Section 114 of the CAA, 42 U.S.C. § 7414.

26. On or about June 18, 2012, the Respondent submitted its Response to the Information Request.

B. VIOLATIONS

Count One – Failure to Identify Names or Positions of Persons Responsible for Implementing Individual Requirements of Part 68

27. 40 C.F.R. § 68.15 provides the following:

(a) The owner or operator of a stationary source with processes subject to Program 2 or Program 3 shall develop a management system to oversee the implementation of the risk management program elements.

(b) The owner or operator shall assign a qualified person or position that has the overall responsibility for the development, implementation, and integration of the risk management program elements.

(c) When responsibility for implementing individual requirements of this part is assigned to persons other than the person identified under paragraph (b) of this section, the names or positions of these people shall be documented and the lines of authority defined through an organization chart or similar document.

28. The Respondent's 2010 RMP Plan, assigned Alfred J. Wussler, Senior Compliance Engineer – RMP as the person responsible for implementing the requirements of the risk management program elements.

29. In response to Question 10 of EPA's Information Request, the Respondent stated "As of February 8, 2011, Ivan Zirbes, Senior Director for Safety and Training, had overall responsibility for the development, implementation, and integration of the RMP Program at the Enterprise Mont Belvieu Main Complex."

30. The responsibility for implementing the individual requirements of the RMP has been assigned to persons other than Mr. Wussler or Mr. Zirbes.

31. The Respondent's Risk Management Responsibility Chart fails to identify each Plant Supervisor's position which is responsible for implementing the individual requirements of the RMP.

32. The Respondent's Risk Management Responsibility Chart fails to adequately document the lines of authority.

33. Therefore, the Respondent violated 40 C.F.R. § 68.15(c) by failing to assign a position responsible for implementing the individual requirements of the RMP and failing to document the lines of authority through an organization chart or similar document.

Count Two - Failure to Timely Inspect and/or Test Certain Process Equipment

34. 40 C.F.R. § 68.73(a) provides that the requirements of 40 C.F.R. § 68.73(d) applies to the following process equipment:

- A. Pressure vessels and storage tanks;
- B. Piping systems (including piping components and valves);
- C. Relief and vent systems and devices;
- D. Emergency shutdown systems;
- E. Controls (including monitoring devices and sensors, alarms, and interlocks); and
- F. Pumps.

35. 40 C.F.R. § 68.73(d)(1) - (3) provides that inspections and tests shall be performed on process equipment. Inspection and testing procedures shall follow recognized and generally accepted good engineering practices. The frequency of inspections and tests of process equipment shall be consistent with applicable manufacturers' recommendations and good engineering practices, and more frequently if determined to be necessary by prior operating experience.

36. As of the date of the February 14 – 18 and February 21 – 24, 2011, EPA inspection, the Respondent failed to timely conduct inspections and/or testing of certain process equipment at certain “covered processes” (as defined by 40 C.F.R. § 68.3) identified in Paragraphs 17 – 18.

37. Therefore, the Respondent violated 40 C.F.R. § 68.73(d) by failing to timely conduct inspections and/or testing of certain process equipment at covered processes.

Count Three - Failure to Timely Correct Deficiencies in Compliance Audits

38. 40 C.F.R. § 68.79 provides the following:

(a) The owner or operator shall certify that they have evaluated compliance with the provisions of this subpart at least every three years to verify that procedures and practices developed under this subpart are adequate and are being followed.

(b) The compliance audit shall be conducted by at least one person knowledgeable in the process.

(c) A report of the findings of the audit shall be developed.

(d) The owner or operator shall promptly determine and document an appropriate response to each of the findings of the compliance audit, and document that deficiencies have been corrected.

(e) The owner or operator shall retain the two (2) most recent compliance audit reports.

39. On or about April 2 – 5, 2007, the Respondent conducted a Process Safety Management (PSM) Compliance Audit (2007 Compliance Audit) of the Enterprise Products Mont Belvieu Complex.

40. On or about the week of February 12, 2010, the Respondent conducted a PSM Compliance Audit of the Enterprise Products South Plant (2010 South Plant Compliance Audit).

41. On or about the week of April 12, 2010, the Respondent conducted a PSM Compliance Audit of the Enterprise Product North Plant (2010 North Plant Compliance Audit).

42. As of June 18, 2012, the Respondent failed to timely determine and document an appropriate response to certain findings, and document that certain deficiencies have been corrected for the compliance audit identified in Paragraph 39.

43. As of June 18, 2012, the Respondent failed to timely determine and document an appropriate response to certain findings, and document that certain deficiencies have been corrected for the compliance audit identified in Paragraph 40.

44. As of June 18, 2012, the Respondent failed to timely determine and document an appropriate response to certain findings, and document that certain deficiencies have been corrected for the compliance audit identified in Paragraph 41.

45. Therefore, the Respondent violated 40 C.F.R. § 68.79(d) by failing to timely determine and document appropriate responses to certain findings of three compliance audits, and document that certain deficiencies have been corrected for the compliance audits.

Count Four – Failure to Comply with Title V Certification Reporting

46. At all times relevant to this CAFO, the Respondent has a Title V Permit for the facility, Permit No. O-1641. The initial permit was issued on June 13, 2005 and was renewed on May 10, 2012.

47. The Respondent's 2005 Title V Permit has the following condition:

General Terms and Conditions

The permit holder shall comply with all terms and conditions contained in 30 TAC § 122.143 (General Terms and Conditions), 30 TAC § 122.144 (Recordkeeping Terms and Conditions), 30 TAC § 122.145 (Reporting Terms and

Conditions), and 30 TAC § 122.146 (Compliance Certification Terms and Conditions).

48. 30 T.A.C. § 122.146 states the following: Unless otherwise specified in the permit, the following compliance certification requirements shall become terms and conditions of the permit:

(1) The permit holder shall certify compliance with the terms and conditions of the permit for at least each 12-month period following initial permit issuance.

(2) The certification shall be submitted to the executive director and the EPA administrator no later than 30 days after the end of the certification period.

(3) The executive director shall make a copy of the compliance certification accessible to the EPA.

(4) The certification shall be based on at a minimum, but not limited to, the monitoring method (or recordkeeping method, if appropriate) required by the permit to be used to assess compliance. If necessary, the permit holder shall identify any other material information that must be included in the certification to comply with FCAA, §113(c)(2), which prohibits knowingly making a false certification or omitting material information.

(5) The annual compliance certification shall include or reference the following information:

(A) the identification of each term or condition of the permit for which the permit holder is certifying compliance, the method used for determining the compliance status of each emission unit, and whether such method provides continuous or intermittent data;

(B) for emission units addressed in the permit for which no deviations have occurred over the certification period, a statement that the emission units were in continuous compliance over the certification period;

* * * *

(D) the identification of all other terms and conditions of the permit for which compliance was not achieved; and

* * * *

49. Special Condition No. 17 of the Respondent's 2005 Title V Permit states the following:

Risk Management Plan

For processes subject to 40 CFR Part 68 and specified in 40 CFR § 68.10, the permit holder shall comply with the requirements of the Accidental Release Prevention Provisions in 40 CFR Part 68. The permit holder shall submit to the appropriate agency either a compliance schedule for meeting the requirements of 40 CFR Part 68 by the date provided in 40 CFR § 68.10(a), or as part of the compliance certification submitted under this permit, a certification statement that the source is in compliance with all requirements of 40 CFR Part 68, including the registration and submission of a risk management plan.

50. 40 C.F.R. Part 68 is an "applicable requirement" of the Respondent's Title V Permits, as that term is defined by 40 C.F.R. § 70.2 and 30 T.A.C. § 122.10(2)(I)(ii).

51. On or about July 8, 2008, the Respondent submitted a Title V Compliance Certification for the Enterprise Mont Belvieu Complex for the period of June 13, 2007 through June 12, 2008 to the Texas Commission on Environmental Quality (TCEQ).

52. On or about January 9, 2009, the Respondent submitted a Title V Compliance Certification for the Enterprise Mont Belvieu Complex for the period of June 13, 2008 through December 12, 2008 to TCEQ.

53. On or about January 12, 2010, the Respondent submitted a Title V Compliance Certification for the Enterprise Mont Belvieu Complex for the period of June 13, 2009 through December 12, 2009 to TCEQ.

54. On or about July 10, 2010, the Respondent submitted a Title V Compliance Certification for the Enterprise Mont Belvieu Complex for the period of December 13, 2009 through June 12, 2010 to TCEQ.

55. On or about July 12, 2011, the Respondent submitted a Title V Compliance Certification for the Enterprise Mont Belvieu Complex for the period of June 13, 2010 through June 12, 2011 to TCEQ.

56. The July 8, 2008 Compliance Certification failed to identify the noncompliance associated with the following:

A. Failure to timely conduct inspections and/or testing of certain process equipment, as set forth in Paragraphs 34 – 37; and

B. Failure to timely correct deficiencies from the 2007 Compliance Audit.

57. The January 9, 2009 Compliance Certification failed to identify the noncompliance associated with the following:

A. Failure to timely conduct inspections and/or testing of certain process equipment, as set forth in Paragraphs 34 – 37; and

B. Failure to timely correct deficiencies from the 2007 Compliance Audit.

58. The January 12, 2010 Compliance Certification failed to identify the noncompliance associated with the following:

A. Failure to timely conduct inspections and/or testing of certain process equipment, as set forth in Paragraphs 34 – 37; and

B. Failure to timely correct deficiencies from the 2007 Compliance Audit.

59. The July 10, 2010 Compliance Certification failed to identify the noncompliance associated with the following:

A. Failure to timely conduct inspections and/or testing of certain process equipment, as set forth in Paragraphs 34 – 37; and

B. Failure to timely correct deficiencies from the 2007 Compliance Audit.

60. The July 12, 2011 Compliance Certification failed to identify the noncompliance associated with the following:

A. Failure to timely conduct inspections and/or testing of certain process equipment, as set forth in Paragraphs 34 – 37; and

B. Failure to timely correct deficiencies from the 2010 South Plant Compliance Audit and the 2010 North Plant Compliance Audit.

61. Therefore, the Respondent violated Section 502(a) of the Clean Air Act, 42 U.S.C. § 7661a(a), and Special Condition 17 of the Respondent's 2005 Title V Permit by failing to comply with Title V certification reporting.

III. TERMS OF SETTLEMENT

A. CIVIL PENALTY

62. For the reasons set forth above, the Respondent has agreed to pay a civil penalty of **Three Hundred Seventy-Eight Thousand, Two Hundred Fifteen Dollars (\$378,215)**.

63. Within thirty (30) days of the effective date of this CAFO, the Respondent shall pay the assessed civil penalty by certified check, cashier's check, or wire transfer, made payable to "Treasurer, United States of America, EPA - Region 6". Payment shall be remitted in one of three (3) ways: regular U.S. Postal mail (including certified mail), overnight mail, or wire transfer. For regular U.S. Postal mail, U.S. Postal Service certified mail, or U.S. Postal Service express mail, the check(s) should be remitted to:

U.S. Environmental Protection Agency
Fines and Penalties
Cincinnati Finance Center
P.O. Box 979077
St. Louis, MO 63197-9000

For overnight mail (non-U.S. Postal Service, e.g. Fed Ex), the check(s) should be
remitted to:

U.S. Bank
Government Lockbox 979077
US EPA Fines & Penalties
1005 Convention Plaza
SL-MO-C2-GL
St. Louis, MO 63101
Phone No. (314) 418-1028

For wire transfer, the payment should be remitted to:

Federal Reserve Bank of New York
ABA: 021030004
Account No. 68010727
SWIFT address = FRNYUS33
33 Liberty Street
New York, NY 10045
Field Tag 4200 of the Fedwire message should read
"D 68010727 Environmental Protection Agency"

**PLEASE NOTE: Docket number CAA-06-2015-3315 shall be clearly typed on the
respective checks to ensure proper credit.** If payment is made by check, the check shall also
be accompanied by a transmittal letter and shall reference the Respondent's name and address,
the case name, and docket number of the CAFO. If payment is made by wire transfer, the wire
transfer instructions shall reference the Respondent's name and address, the case name, and
docket number of the CAFO. The Respondent shall also send a simultaneous notice of such
payment, including a copy of the check and transmittal letter, or wire transfer instructions to the
following:

Chief, Surveillance Section (6EN-AS)
Air Enforcement Branch
U.S. EPA, Region 6
1445 Ross Avenue, Suite 1200
Dallas, TX 75202-2733

Lorena Vaughn
Regional Hearing Clerk (6RC-D)
U.S. EPA, Region 6
1445 Ross Avenue, Suite 1200
Dallas, TX 75202-2733

The Respondent's adherence to this request will ensure proper credit is given when penalties are received in the Region.

64. The Respondent agrees not to claim or attempt to claim a federal income tax deduction or credit covering all or any part of the civil penalty paid to the United States Treasurer.

65. Pursuant to 31 U.S.C. § 3717 and 40 C.F.R. § 13.11, unless otherwise prohibited by law, EPA will assess interest and late payment penalties on outstanding debts owed to the United States and a charge to cover the costs of processing and handling a delinquent claim. Interest on the civil penalty assessed in this CAFO will begin to accrue thirty (30) days after the effective date of the CAFO and will be recovered by EPA on any amount of the civil penalty that is not paid by the respective due date. Interest will be assessed at the rate of the United States Treasury tax and loan rate in accordance with 40 C.F.R. § 13.11(a). Moreover, the costs of the Agency's administrative handling of overdue debts will be charged and assessed monthly throughout the period the debt is overdue. *See* 40 C.F.R. § 13.11(b).

66. EPA will also assess a \$15.00 administrative handling charge for administrative costs on unpaid penalties for the first thirty (30) day period after the payment is due and an additional \$15.00 for each subsequent thirty (30) day period that the penalty remains unpaid. In addition, a penalty charge of up to six percent per year will be assessed monthly on any portion of the debt which remains delinquent more than ninety (90) days. *See* 40 C.F.R. § 13.11(c). Should a

penalty charge on the debt be required, it shall accrue from the first day payment is delinquent. *See* 31 C.F.R. § 901.9(d). Other penalties for failure to make a payment may also apply.

B. SUPPLEMENTAL ENVIRONMENTAL PROJECTS

67. The Respondent shall purchase the following equipment for the Mont Belvieu Department:

A. The Respondent shall purchase thirty (30) Scott Safety EPIC Voice Amplifiers that could be used in connection with self-contained breathing apparatuses. These voice amplifiers would assist the Mont Belvieu Fire Department personnel in oral communications where self-contained breathing apparatuses are needed.

B. The Respondent shall purchase three Holmatro rams (1-Model 4340 and 2-Model 4350). These hydraulic tools would be used during emergency responses to assist with rescues from collapsed, small confined spaces.

C. The equipment identified in Paragraph 67 shall be delivered to the Mont Belvieu Fire Department within two hundred and forty (240) days from the effective date of this CAFO.

68. The Respondent is responsible for the satisfactory completion of the SEPs. The total expenditure for the SEPs described in Paragraph 67 shall be no less than \$22,000. Eligible SEP costs do not include inventory on hand, overhead, additional employee time and salary, administrative expenses, legal fees, and oversight of a contractor. The Respondent shall include documentation of the expenditures made in connection with the SEP as part of the SEP Completion Report.

69. The Respondent hereby certifies that, as the date of this CAFO, the Respondent is not required to perform or develop the SEP by any federal, state or local law or regulation; nor is the Respondent required to perform or develop the SEP by any other agreement, grant, or as

injunctive relief in this or any other case. The Respondent further certifies that the SEP was not a project that the Respondent was planning or intending to construct, perform, or implement other than in settlement of this action. Finally, the Respondent certifies that it has not received, and is not presently negotiating to receive credit in any other enforcement action for this SEP.

70. The Respondent's signatory to this CAFO, by signing the CAFO, makes the following additional certification:

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

71. For federal income tax purposes, the Respondent agrees that it will neither capitalize into inventory or basis nor deduct any costs or expenditures incurred in performing the SEP.

SEP Completion Report

72. The Respondent shall submit a SEP Completion Report to EPA within thirty (30) days after completion of the SEP. The SEP Completion Report shall contain the following information:

- A. A detailed description of the SEP as implemented;
- B. A description of any operating or logistical problems encountered and the solutions thereto;
- C. Itemized final costs with copies of receipts for all expenditures;

D. Certification that the SEP has been fully implemented pursuant to the provisions of this CAFO; and

E. A description of the environmental, emergency preparedness, and/or public health benefits resulting from implementation of this SEP.

73. The Respondent agrees that failure to timely submit the final SEP Completion Report shall be deemed a violation of this CAFO and Respondent shall become liable for stipulated penalties pursuant to Paragraph 78.F.

74. In itemizing its costs in the SEP Completion Report, Respondent shall clearly identify and provide acceptable documentation for all eligible SEP costs. Where the SEP Completion Report includes costs not eligible for SEP credit, those costs must be clearly identified as such. For purposes of this Paragraph, "acceptable documentation" includes invoices, purchase orders, or other documentation that specifically identifies and itemizes the individual costs of the goods and/or services for which payment is being made. Canceled drafts do not constitute acceptable documentation unless such drafts specifically identify and itemize the individual costs of the goods and/or services for which payment is being made.

75. The Respondent shall submit the following certification in the SEP Completion Report, signed by a responsible corporate official:

I certify under penalty of law that I have examined and am familiar with the information submitted in this document and all attachments and that, based on my inquiry of those individuals immediately responsible for obtaining the information, I believe that the information is true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fines and imprisonment.

76. After receipt of the SEP Completion Report described in Paragraph 72 above, EPA will notify the Respondent, in writing, regarding: (a) any deficiencies in the SEP Report itself along with a grant of an additional thirty (30) days for Respondent to correct any deficiencies; or

(b) indicate that EPA concludes that the project has been completed satisfactorily; or (c) determine that the project has not been completed satisfactorily and seek stipulated penalties in accordance with Paragraph 90 below.

77. If EPA elects to exercise option (a) in Paragraph 76 above, i.e., if the SEP Report is determined to be deficient but EPA has not yet made a final determination about the adequacy of SEP completion itself. EPA shall permit the Respondent the opportunity to object in writing to the notification of deficiency given pursuant to Paragraph 76 within ten (10) days of receipt of such notification. EPA and the Respondent shall have an additional thirty (30) days from the receipt by EPA of the notification of objection to reach agreement on changes necessary to the SEP Report. If agreement cannot be reached on any such issue within this thirty (30) day period, EPA shall provide a written statement of its decision on adequacy of the completion of the SEP to Respondent, which decision shall be final and binding upon the Respondent. The Respondent agrees to comply with any requirements imposed by EPA as a result of any failure to comply with the terms of this CAFO. In the event the SEP is not completed as reasonably contemplated herein, as determined by EPA, stipulated penalties shall be due and payable by Respondent to EPA in accordance with Paragraph 78 herein.

Stipulated Penalties for Failure to Complete SEP/Failure to Spend Agreed-On Amount

78. In the event that the Respondent fails to comply with any of the terms or provisions of this CAFO relating to the performance of the SEP described in Paragraph 67 of this CAFO and/or to the extent that the actual expenditures for the SEP do not equal or exceed the cost of the SEP described in Paragraph 68 above, the Respondent shall be liable for stipulated penalties according to the provisions set forth below:

A. Except as provided in subparagraph (B) immediately below, for a SEP which has not been completed satisfactorily pursuant to this CAFO, the Respondent shall pay a stipulated penalty to the United States in the amount of \$17,600 (100% of the amount the penalty was mitigated).

B. If the SEP is not completed in accordance with Paragraphs 67 - 68, but EPA determines that the Respondent: a) made good faith and timely efforts to complete the project; and b) certifies, with supporting documentation, that at least 90 percent of the amount of money which was required to be spent was expended on the SEP, the Respondent shall not be liable for any stipulated penalty.

C. If the SEP is completed in accordance with Paragraphs 67 - 68, but the Respondent spent less than 90 percent of the amount of money required to be spent for the project, the Respondent shall pay a stipulated penalty to the United States in the amount of \$8,800 [50% of the amount the penalty was mitigated penalty (\$17,600)].

D. If the SEP is completed in accordance with Paragraphs 67 - 68 and the Respondent spent at least 90 percent of the amount of money required to be spent for the project, the Respondent shall not be liable for any stipulated penalty.

E. If the Respondent fails to timely complete the SEP for any reason, the Respondent shall pay stipulated penalties as follows:

<u>Period of Noncompliance</u>	<u>Penalty Per Violation Per Day</u>
1st through 15th day	\$ 1,000
16th through 30th day	\$ 1,500
31st day and beyond	\$ 2,500

F. For failure to submit the SEP Completion Report required by Paragraph 72 above, the Respondent shall pay a stipulated penalty in the amount of \$500 for each day after the report was originally due, until the report is submitted.

79. The determinations of whether the SEP has been satisfactorily completed and whether the Respondent has made a good faith, timely effort to implement the SEP shall be in the sole discretion of EPA.

80. Stipulated penalties for Paragraphs 78.E and 78.F above shall begin to accrue on the day after performance is due, and shall continue to accrue through the final day of the completion of the activity.

81. Respondent shall pay stipulated penalties not more than fifteen (15) days after receipt of written demand by EPA for such penalties. Method of payment shall be in accordance with the provisions of Paragraph 63 herein. Interest and late charges shall be paid as stated in Paragraphs 65 - 66 herein.

C. NOTIFICATION

82. Unless otherwise specified elsewhere in this CAFO, whenever notice is required to be given, whenever a report or other document is required to be forwarded by one party to another, or whenever a submission or demonstration is required to be made, it shall be directed to the individuals specified below at the addresses given (in addition to any action specified by

law or regulation), unless these individuals or their successors give notice in writing to the other party that another individual has been designated to receive the communication:

Complainant:

Chief, Surveillance Section (6EN-AS)
Air Enforcement Branch
U.S. EPA, Region 6
1445 Ross Avenue, Suite 1200
Dallas, TX 75202-2733

Respondent:

Graham Bacon
Group Senior Vice President, Operations and EHS & T
Enterprise Products Partners
1100 Louisiana Street
Houston, TX 77002

Eddie Lewis
Norton Rose Fulbright
1301 McKinney, Suite 5100
Houston, Texas 77010

D. MODIFICATION

83. The terms, conditions, and compliance requirements of this CAFO may not be modified or amended except as otherwise specified in this CAFO, or upon the written agreement of the Complainant and the Respondent, and approved by the Regional Judicial Officer, and such modification or amendment being filed with the Regional Hearing Clerk.

E. RETENTION OF ENFORCEMENT RIGHTS

84. EPA does not waive any rights or remedies available to EPA for any other violations by the Respondents of Federal or State laws, regulations, or permitting conditions.

85. Nothing in this CAFO shall relieve the Respondent of the duty to comply with Section 112(r) of the CAA, 42 U.S.C. § 7412(r), and 40 C.F.R. Part 68.

86. Nothing in this CAFO shall limit the power and authority of EPA or the United States to take, direct, or order all actions to protect public health, welfare, or the environment, or prevent, abate or minimize an actual or threatened release of hazardous substances, pollutants, contaminants, hazardous substances on, at or from the Respondent's facility. Furthermore, nothing in this CAFO shall be construed or to prevent or limit EPA's civil and criminal authorities, or that of other Federal, State, or local agencies or departments to obtain penalties or injunctive relief under other Federal, State, or local laws or regulations.

87. The Complainant reserves all legal and equitable remedies available to enforce the provisions of this CAFO. This CAFO shall not be construed to limit the rights of the EPA or United States to obtain penalties or injunctive relief under the Clean Air Act or under other federal or state laws, regulations, or permit conditions.

88. In any subsequent administrative or judicial proceeding initiated by the Complainant or the United States for injunctive relief, civil penalties, or other appropriate relief relating to this Facility, the Respondent shall not assert, and may not maintain, any defense or claim based upon the principles of waiver, res judicata, collateral estoppel, issue preclusion, claim preclusion, claim-splitting, or other defenses based upon any contention that the claims raised by the Complainant or the United States in the subsequent proceeding were or should have been brought in the instant case, except with respect to claims that have been specifically resolved pursuant to this CAFO.

89. This CAFO is not a permit, or a modification of any permit, under any federal, State, or local laws or regulations. The Respondent is responsible for achieving and maintaining complete compliance with all applicable federal, State, and local laws, regulations, and permits. The Respondent's compliance with this CAFO shall be no defense to any action commenced

pursuant to any such laws, regulations, or permits, except as set forth herein. The Complainant does not warrant or aver in any manner that the Respondent's compliance with any aspect of this CAFO will result in compliance with provisions of the Clean Air Act or with any other provisions of federal, State, or local laws, regulations, or permits.

F. COSTS

90. Each party shall bear its own costs and attorney's fees. Furthermore, the Respondent specifically waives its right to seek reimbursement of its costs and attorney's fees under 5 U.S.C. § 504 and 40 C.F.R. Part 17.

G. TERMINATION

91. At such time as the Respondent believes it is in compliance with all of the requirements of this CAFO, it may request that EPA concur whether all of the requirements of this CAFO have been satisfied. Such request shall be in writing and shall provide the necessary documentation to establish whether there has been full compliance with the terms and conditions of this CAFO. EPA will respond to said request in writing within ninety (90) days of receipt of the request. This CAFO shall terminate when all actions required to be taken by this CAFO have been completed, and the Respondents have been notified by the EPA in writing that this CAFO has been satisfied and terminated.

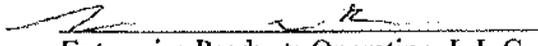
H. EFFECTIVE DATE

92. This CAFO, and any subsequent modifications, become effective upon filing with the Regional Hearing Clerk.

THE UNDERSIGNED PARTIES CONSENT TO THE ENTRY OF THIS CONSENT AGREEMENT AND FINAL ORDER:

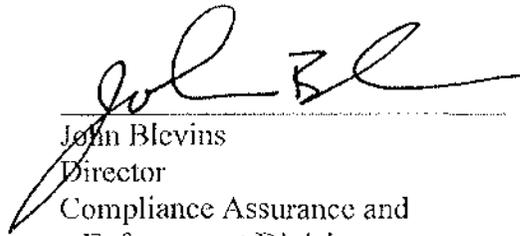
FOR THE RESPONDENT:

Date: 3/27/2015


Enterprise Products Operating, L.L.C.
Graham W. Bacon

FOR THE COMPLAINANT:

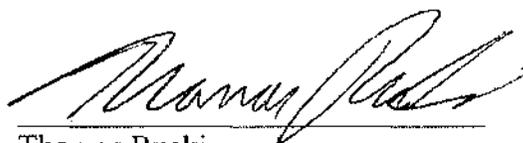
Date: 4.6.15



John Blevins
Director
Compliance Assurance and
Enforcement Division

FINAL ORDER

Pursuant to the Section 113 of the CAA, 42 U.S.C. § 7413, and the Consolidated Rules of Practice Governing the Administrative Assessment of Civil Penalties, 40 C.F.R. Part 22, the foregoing Consent Agreement is hereby ratified. This Final Order shall not in any case affect the right of EPA or the United States to pursue appropriate injunctive relief or other equitable relief for criminal sanctions for any violations of law. This Final Order shall resolve only those causes of action alleged herein. Nothing in this Final Order shall be construed to waive, extinguish or otherwise affect the Respondent's (or their officers, agents, servants, employees, successors, or assigns) obligation to comply with all applicable federal, state, and local statutes and regulations, including the regulations that were the subject of this action. The Respondent is ordered to comply with the terms of settlement as set forth in the Consent Agreement. Pursuant to 40 C.F.R. § 22.31(b), this Final Order shall become effective upon filing with the Regional Hearing Clerk.

Date: 4-6-15

Thomas Rucki
Regional Judicial Officer

CERTIFICATE OF SERVICE

I hereby certify that on the 6th day of April, 2015, the original and one copy of the foregoing Consent Agreement and Final Order (CAFO) was hand delivered to the Regional Hearing Clerk, U.S. EPA - Region 6, 1445 Ross Avenue, Dallas, Texas 75202-2733, and that a true and correct copy of the CAFO was sent to the following by the method indicated below:

Certified mail, return receipt requested 7007 3020 0002 5102 1844:

Eddie Lewis
Norton Rose Fulbright US LLP
1301 McKinney
Suite 5100
Houston, Texas 77010-3095

Certified mail, return receipt requested 7006 0810 0005 9535 9110:

Graham Bacon
Group Senior Vice President, Operations and EHS & T
Enterprise Products Partners
1100 Louisiana Street
Houston, TX 77002