

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 8

2017 APR 24 AM 9:52

IN THE MATTER OF:) Docket No. ~~CWA-08-2017-0011~~
))
Crestwood Equity Partners, LP,) **ADMINISTRATIVE ORDER ON**
) **CONSENT**
))
))
)) Proceeding under section 309(a) of the
Respondent.) Clean Water Act, 33 U.S.C. § 1319(a)

FILED
EPA REGION VIII
HEARING CLERK

I. INTRODUCTION

This Administrative Order on Consent (Consent Order) is entered into voluntarily by the U.S. Environmental Protection Agency, Region 8 (EPA), and Crestwood Equity Partners, LP (Crestwood). The objective of this Consent Order is to carry out the goals of the Clean Water Act (CWA), 33 U.S.C. § 1251 *et seq.*, to “restore and maintain the chemical, physical, and biological integrity of the Nation’s waters,” by requiring Crestwood to address the past discharge, and the threat of present and future discharges, of produced water to Lake Sakakawea and a tributary thereof arising from Crestwood’s Phase IA Pipeline produced water spill.

II. STATUTORY AUTHORITY

This Consent Order is issued under section 309(a)(3) of the CWA, 33 U.S.C. § 1319(a)(3), which authorizes the EPA to issue an order requiring compliance by a person found to be in violation of certain provisions of the CWA. The authority to execute this Consent Order has been delegated to the undersigned EPA official. The Consent Order is based on a violation of section 301(a) of the CWA, 33 U.S.C. § 1311(a), which among other things, prohibits the discharge of pollutants into navigable waters except as in compliance with section 402 of the CWA, 33 U.S.C. § 1342.

III. PARTIES BOUND

This Consent Order shall apply to and be binding upon the EPA and upon Crestwood and its affiliates Arrow Pipeline, LLC; Arrow Water, LLC; and Arrow Midstream Holdings, LLC; and the officers, employees, agents, successors, and assigns of Crestwood and its affiliates. The signatories to this Consent Order certify that they are authorized to execute and legally bind the parties they represent to this Consent Order. No change in the ownership or operation of Crestwood's Phase IA Pipeline shall alter Crestwood's responsibilities under this Consent Order unless the EPA, Crestwood and the transferee agree in writing to allow the transferee to assume such responsibilities. Additionally, 30 calendar days prior to such transfer, Crestwood shall notify the EPA at the addresses specified in paragraph 41 below.

IV. STATEMENT OF THE PARTIES

The following FINDINGS OF FACT AND LAW are made solely by the EPA. In signing this Consent Order, Crestwood neither admits nor denies the FINDINGS OF FACT AND LAW. As such, and without any admission of any fact or liability, Crestwood consents to issuance of this Consent Order and agrees to abide by all of the conditions herein. Crestwood waives any and all claims for relief and otherwise available rights or remedies to judicial or administrative review which Crestwood may have with respect to any issue of fact or law set forth in this Consent Order including, but not limited to, any right of judicial review of this CWA section 309(a)(3) Consent Order under the Administrative Procedure Act, 5 U.S.C. §§ 701-706. Crestwood further agrees not to challenge the jurisdiction of the EPA or the FINDINGS OF FACT AND LAW below in any proceeding brought by the EPA to enforce this Consent Order or in any action under this Consent Order.

V. FINDINGS OF FACT AND LAW

Background

1. Crestwood maintains its principal place of business at 700 Louisiana Street, Suite 2550, Houston, Texas 77002. Crestwood directly owns Arrow Midstream Holdings, LLC (Arrow Holdings), which owns Arrow Pipeline, LLC (Arrow Pipeline), which owns the Phase 1A Pipeline (Pipeline). Arrow Pipeline and its immediate owner Arrow Holdings are affiliates of Crestwood's other subsidiaries.
2. Crestwood is a "person" as defined in section 502(5) of the CWA, 33 U.S.C. § 1362(5), and 40 C.F.R. § 122.2.
3. Crestwood acquired 100% of the membership interests of Arrow Holdings and became the owner of Arrow Pipeline and the Pipeline on November 8, 2013. The Pipeline, which begins at Latitude 47.789372 / Longitude -102.641881 and ends at Latitude 47.778920 / Longitude -102.649041, runs on and/or through the exterior boundaries of the Fort Berthold Reservation, North Dakota (Reservation) for the purpose of conveying produced water from oil and gas operations in the area to disposal wells.
4. The Three Affiliated Tribes of the Mandan, Hidatsa and Arikara Nations (Tribes) do not own, manage or control the Pipeline. Crestwood is the grantee under certain Grants of Deed of Easement from the Bureau of Indian Affairs, and is authorized in accordance with 25 U.S.C. §§ 323-328, applicable to certain Indian trust lands, to construct, operate and maintain pipelines and other equipment related to oil and gas production activities on the Reservation.

5. The Pipeline, a portion of which contains four-inch diameter Fiberspar pipe, was constructed in July and August 2010. The Pipeline has a daily throughput of approximately 4,000 to 6,000 barrels per day (BPD).

6. The Pipeline is a “point source” within the meaning of section 502(14) of the CWA, 33 U.S.C. § 1362(14).

7. Produced water is waste water generated during the production of oil and natural gas, consisting of fossil seawater from the producing formation and flowback water.

8. Produced water is both a “chemical waste” and “industrial waste” and therefore a “pollutant” as defined by section 502(6) of the CWA 33 U.S.C. § 1362(6).

9. The “unnamed creek” impacted by the discharge is a tributary that flows into Bear Den Bay, which is part of Lake Sakakawea (Lake), the third largest man-made reservoir in the U.S. The unnamed creek is fed by seasonal precipitation, snow runoff and several springs located throughout the drainage.

10. 10. The Lake and its tributaries including, but not limited to, the unnamed creek that flow into the Lake’s Bear Den Bay are “navigable waters” within the meaning of section 502(7) of the CWA, 33 U.S.C. § 1362(7).

11. Section 502(12) of the CWA, 33 U.S.C. § 1362(12) defines “discharge of a pollutant” to include “any addition of any pollutant to navigable waters from any point source.”

12. Section 301(a) of the CWA, 33 U.S.C. § 1311(a), prohibits, among other things, the discharge of any pollutant by any person into navigable waters, unless authorized by certain other provisions of the CWA, including section 402 of the CWA, 33 U.S.C. § 1342.

13. Section 402 of the CWA, 33 U.S.C. § 1342, establishes a National Pollutant Discharge Elimination System (NPDES) program, under which the EPA may issue permits authorizing discharges into navigable waters, subject to specific terms and conditions.

14. The Pipeline is not authorized to discharge pursuant to a NPDES permit issued under the authority of section 402 of the Act, 33 U.S.C. § 1342.

15. The EPA is authorized under section 309 of the CWA, 33 U.S.C. § 1319, to issue compliance orders for violations of section 301(a) of the CWA.

Discharge

16. On the morning of July 8, 2014, Crestwood identified an unauthorized discharge from the Pipeline of approximately 1,095,528 gallons (26,084 barrels) of produced water near a pipe coupling in the SE¼ of the NE¼ of Section 24, Township 150 North, Range 94 West of the 5th Principal Meridian, approximately one mile south of the Lake's Bear Den Bay and adjacent to Turney Ridge Road near Mandaree, North Dakota.

17. Crestwood believes that the incident began on July 3, 2014, and continued until discovered on July 8, 2014.

18. The majority of the discharge flowed southwest along the north side of Turney Ridge Road approximately 950 feet before pooling near the edge of a ravine depicted as Area A on the aerial photograph attached as Exhibit A. The discharge then flowed west down the ravine into a

wooded draw, depicted as Area B in Exhibit A. The discharge followed the ravine (elevation 2,215 feet) for approximately 1,250 feet before entering the unnamed creek (elevation 2,039 feet), depicted as Area C in Exhibit A. Once in the creek, the discharge travelled north, approximately 5,300 feet, through eight intact beaver dams and three un-intact beaver dams before reaching Bear Den Bay of Lake Sakakawea (elevation 1,845 feet), depicted as Area D in Exhibit A. Each of the eight intact beaver dams held ponding water at the time of the discharge. The discharge impacted both tribal trust and allotted lands in McKenzie County and waters of the U.S.

19. Water was present in the unnamed creek at the time of the discharge.

20. Crestwood estimates that approximately 20,500 barrels (861,000 gallons) of the discharge did not reach the unnamed creek via overland flow. Approximately 1,510 barrels (63,410 gallons) were recovered and removed off-site by a vacuum truck prior to reaching the unnamed creek and the rest of the 20,500 gallons infiltrated into the ground. Approximately 5,584 barrels (234,528 gallons) of produced water reached the unnamed creek via overland flow and flowed down the unnamed creek.

21. Crestwood estimates that approximately 250 barrels of produced water from the unauthorized discharge entered the Lake's Bear Den Bay. The rest of the 5,584 barrels infiltrated into the unnamed creek channel sediments.

22. Samples of the spill water taken by the North Dakota Industrial Commission on July 8, 2014, detected chloride at 177,000 mg/L at a location approximately 250 yards from the point of discharge and 14,000 mg/L from the unnamed creek 100 yards before its confluence with the Lake's Bear Den Bay.

23. Background water samples were obtained on August 15, 2014, from three locations in the unnamed creek upstream from where the spill entered. The chloride concentrations for the backgrounds samples were 13 mg/L, 10 mg/L and 17 mg/L for locations BK1, BK2 and BK3, respectively.

24. There are no federally-approved water quality standards currently in effect on the Reservation.

25. The Lake is a trans-boundary water and a Class I water according to the State of North Dakota's stream classification system.

26. The maximum limit for chlorides in Class I water is 100 mg/L.

27. The EPA's recommended ambient aquatic life criteria lists chloride at 230 mg/L.

28. At least 20 separate locations along the discharge flowpath were tested during the initial spill response for multiple parameters including chloride. According to these sampling events, the chloride levels sampled on July 9, 2014, were 25,900 mg/L (Creek 1 water); 20.1 mg/L (Side Creek), which was a background sample; 21,500 mg/L (Dam 2); 27,200 mg/L (Dam 1); 25,100 mg/L (BD 1); 19,600 mg/L (Creek to Bay); 122 mg/L (Bay); 15 mg/L (Inside Boom in Bay); and 11.1 mg/L (Outside Boom in Bay).

29. The chloride levels sampled on July 10, 2014, were 76,500 mg/L (S5 Tree Pond); 72,900 mg/L (S6 Coulee Start); 14,400 mg/L (S9 Beaver Dam 1); 12 mg/L (Side Creek); 21,400 mg/L (S11); 238 mg/L (S12 before boom); 74.2 mg/L (Bay); and 23.8 mg/L (S16).

30. The chloride analyses for subsequent surface water samples taken at different dates and locations are as follows:

Date	S5 Tree Pond (mg/L)	Dam 1 (mg/L)	Creek to Bay (mg/L)	Bay (mg/L)
7/9/2014	-	27,200	19,600	122
7/10/2014	76,500	-	-	74.2
7/16/2014	11,000	5,910	-	8
7/20/2014	19,600	5,450	2,060	7.7
7/23/2015	21,200	4,230	2,620	7.2
7/28/2014	24,500	3,220	3,160	8
7/31/2014	26,100	2,950	2,920	7.2
8/4/2014	25,700	2,220	642	7.2
8/18/2014	26,500	1,520	1,270	9.3
9/2/2014	25,700	1,080	1,010	7.6
9/16/2014	28,800	977	652	6.9
10/2/2014	18,800	605	682	8.1
10/13/2014	22,200	-	276	7.5
10/14/2014	-	694	-	-
3/27/2015	10,900	365	-	-
5/4/2015	16,600	446	479	-
8/27/2015	12,100	168	159	12.4
11/23/15	13,600	250	293	16
4/20/16	8,030	361	219	11.5
5/31/16	-	143	-	-
6/9/16	12,500	159	207	11.8
7/20/16	10,400	214	112	8.4
11/1/16	7,790	211	234	8.6

31. The Mandaree drinking water intake location was sampled for chloride on 73 different days between July 14, 2014, and December 10, 2014. The chloride samples ranged from 5.7 mg/L to 12.9 mg/L with an average of 7.1 mg/L.

Initial Remediation

32. 6.108 acres of vegetation were affected by the discharge, including prairie grasses near the source of the incident, a wooded drainage area, and vegetation in and adjacent to the unnamed creek. On September 22, 2014, Keitu Engineers and Consultants, Inc. (Keitu), on behalf of Crestwood, conducted a botanical field survey to identify plant species within 500 feet of the affected area of the spill. Due to the nature of brine contaminated soil, all species located within the immediate drainage pathway of the incident were negatively impacted, including the following:

Tree and Shrub Species		
Scientific Name	Common Name	Amount Lost or Negatively Affected
<i>Fraxinus Pennsylvanica</i>	Green Ash	165
<i>Juniperus Scopulorum</i>	Rocky Mountain Juniper	3
<i>Quercus Macrocarpa</i>	Bur Oak	6
<i>Ulmus Americana</i>	American Elm	18

33. Crestwood’s immediate remediation efforts included, among other things: (i) crimping straw to a depth of three feet in some areas; (ii) tilling alfalfa to a depth of 12 inches in some areas; (iii) applying powdered citric acid and calcium carbonate in some areas; and (iv) flushing the ravine hillside and unnamed creek with approximately 1 million gallons of clean water over a five-day period. Crestwood also seeded some areas impacted by the release and applied straw blankets to assist in seed growth. Over a period of approximately four months, Crestwood

pumped the water from the last beaver dam before the Lake's Bear Den Bay. An estimated 5.4 million gallons of water were removed from the pooling area prior to the last beaver dam and disposed of off-site. Crestwood also applied and tilled into the soil Bio-Cal, a calcium-based soil amendment, excavated saturated soils near the release location, utilized various erosion and sediment control practices and re-vegetated the relevant areas.

34. On July 10, 2014, Crestwood obtained 20 soil samples along the spill pathway, including the unnamed creek and the Lake and analyzed them for benzene, toluene, ethylbenzene, xylenes, gasoline range organics (GRO) and diesel range organics (DRO). Sample locations S1 Spill, S2 Road Ditch, S7A, S7B, S7C, S8A, S8B and S8C in Area A in Exhibit A had detectable levels of benzene, toluene, xylenes, GRO and DRO. Crestwood excavated the soils where the benzene, toluene, xylenes, GRO and DRO were detected and disposed of the excavated soil at an off-site location.

Remediation Update

35. Following the initial remediation, Crestwood's consultant, Keitu, designed a remediation plan with the overall goal of restoring vegetation to the spill area by, among other things, driving the majority of the chlorides within the soil down below the root zone using a combination of mechanical and chemical methods. Initial remediation activities were completed in the fall of 2014 with the goal of visual plant growth in the spring of 2015. Parts of Areas A, B, C and E depicted in Exhibit A were fenced off to protect the areas from roaming cattle.

36. Crestwood informed the EPA that it has taken several steps to prevent or mitigate future spill incidents, including:

- a) Inspecting all valve cans to ensure no valve can is positioned directly on any segment of Fiberspar pipe;
- b) Removing air release valves to eliminate connections similar to the one involved in the July 2014 incident;
- c) Installing 39 additional check valves throughout the Pipeline;
- d) Installing Flexsteel in all new Pipeline segments;
- e) Hydrostatically testing segments of the Pipeline;
- f) Monitoring the Pipeline with biweekly aerial patrols to check for potential releases;
- g) Monitoring the Pipeline through daily patrols by field operators (many of whom traverse the entire Pipeline more than once each day) to check for potential releases;
- h) Developing and implementing new training and operational policies and procedures for staff and personnel, including required training exercises and courses;
- i) Developing, installing and implementing a remote monitoring system that measures the volume and pressure of produced water at different points and that transmits data to Crestwood's computer terminals approximately every twenty minutes;
- j) Decreasing maximum operating pressures on the Pipeline;
- k) Evaluating the impact of decreasing maximum allowable operating pressure on the Pipeline; and

l) Performing an Overland Spill Modeling of the Pipeline to assess the extent of hypothetical releases of produced water to prioritize mitigation efforts.

37. Crestwood has also regularly monitored the situation in the field and communicated with affected parties.

38. Crestwood prepared a draft Conceptual Water Balance Model and Fate Assessment at the EPA's request in October 2015 that evaluated the possible movement and fate of the spilled fluids along the flow path both above and below the surface.

VI. ORDER

39. In order to fully restore the environment affected by the spill and prevent future discharges of pollutants to the unnamed creek and/or the Lake from contaminated soils, ground water and/or surface water that may result from the July 8, 2014 spill, and upon consultation and collaboration with the Tribes, the U.S. Department of the Interior, Bureau of Indian Affairs, Fort Berthold Agency and Great Plains Regional Office, and the U.S. Army Corps of Engineers, the EPA ORDERS and Crestwood AGREES to perform the following compliance actions pursuant to section 309(a)(5)(A) of the CWA, 33 U.S.C. § 1319(a)(5)(A):

Remediation Plan and Schedule

40. Attached hereto and incorporated herein is a Remediation Plan accepted and approved by Crestwood and EPA. Pursuant to which Crestwood agrees to perform the following:

a) Sampling, Monitoring, Mitigation and Restoration. Crestwood shall implement and adhere to all methods, timeframes and other requirements set forth in the Remediation Plan including: (i) sampling and monitoring soils, surface water, perched

water, and groundwater; and (ii) to the extent required by the Remediation Plan, mitigation and/or restoration of surface water, soils, and vegetation. Pursuant to the Remediation Plan, and if appropriate and scientifically warranted based on Crestwood's evaluation of the first year of monitoring results, Crestwood will propose a Future Mitigation and/or Restoration Plan (the "Future Plan") to EPA that may include future mitigation and/or restoration of perched water, the S5 – Tree Pond, or groundwater. Crestwood shall not implement the Future Plan without first obtaining the EPA's concurrence and approval.

b) Assessment and Re-evaluation. Crestwood shall assess and adjust with EPA approval vegetation regrowth, soil amendments, surface water, perched water, and groundwater sampling, treatment and disposal as needed after the first year anniversary of the Remediation Plan and at any point thereafter during the effective period of this Consent Order to satisfy the goals and objectives listed in the Remediation Plan, and to restore the site and affected resources to their pre-spill grazing uses.

c) Progress Reports. Crestwood shall submit quarterly progress reports on or before the 15th day of the month following the end of the calendar quarter, or the following business day, excluding holidays or weekends, to the EPA, the Tribes, BIA, and the Corps in accordance with Section VII. Moreover, EPA shall also supply Crestwood's quarterly progress reports within five (5) days of receipt to the Tribes, BIA, and the Corps in accordance with Section VII to guarantee all stakeholders receive the quarterly progress reports. The progress reports shall include available sampling results, an explanation of any monitoring, remediation or replanting completed, and proposed assessment and adjustment, if needed.

d) Duration. Crestwood agrees to perform the work set forth in the Remediation Plan for a minimum period of four years from the effective date of the Consent Order, unless all the goals and objectives of the Remediation Plan are satisfied earlier, thereby, warranting a reduction in sampling and monitoring as approved by EPA.

VII. NOTICES AND SUBMISSIONS

41. Notifications, plans, reports, schedules and other submittals required pursuant to this Consent Order shall be deemed submitted on the date (a) postmarked and sent by certified mail, return receipt requested, or by regular first-class mail; (b) sent by email; or (c) sent by overnight delivery service. Except as otherwise provided, when written notification to or communication with a party is required by the terms of this Consent Order, it shall be addressed as follows:

As to EPA:

Amy Swanson, Attorney
Legal Enforcement Program
U.S. EPA Region 8 ((8ENF-L)
1595 Wynkoop Street
Denver, CO 80202-1129
Phone: (303) 312-6906
Email: swanson.amy@epa.gov

Emilio Llamozas, Environmental Engineer
NPDES Technical Enforcement Program
U.S. EPA Region 8 (8ENF-W-NP)
1595 Wynkoop Street
Denver, CO 80202-1129
Phone: (303) 312-6407
Email: llamozas.emilio@epa.gov

42. Copies of all progress reports, sampling data and other reports required by this Consent Order also shall be provided to the Tribes, BIA and the Corps as follows:

As to Tribes:

Edmund Baker, Environmental Protection Division Director
Three Affiliated Tribes
Email: edmundbaker@mhanation.com

As to U.S. Army Corps of Engineers:

David Beck, Garrison Project Chief of Technical Support Section
Email: David.D.Beck@usace.army.mil

As to U.S. Bureau of Indian Affairs:

Mark Herman, Great Plains Region
Email: Mark.Herman@bia.gov

43. Any information that Crestwood is required to provide or maintain pursuant to this Consent Order is not subject to the Paperwork Reduction Act of 1995, 44 U.S.C. § 3501 et seq.

44. Crestwood may assert a business confidentiality claim in the manner described in 40 C.F.R § 2.203(b) covering all or part of any information submitted to the EPA pursuant to this Consent Order. Any assertion of confidentiality shall be adequately substantiated by Crestwood when the assertion is made in accordance with 40 C.F.R § 2.204(e)(4). Information submitted for which Crestwood asserts a claim of confidentiality shall be disclosed by EPA only to the extent and manner permitted by 40 C.F.R part 2, subpart B. If no such confidentiality claim accompanies the information when it is submitted to the EPA, it may be made available to the public by the EPA without further notice to Crestwood.

45. All plans, reports, schedules and other submittals required by this Consent Order shall include the following certification statement, signed and dated by either a principal executive officer of Crestwood, including but not limited to its Vice-President, Environmental Safety & Regulatory, or a duly authorized representative of such person:

I hereby certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine or imprisonment for knowing violations.

VIII. EPA REVIEW AND APPROVAL

46. The EPA will review all plans, reports, schedules or other submittals required under this Consent Order, and complete such review within sixty (60) days of receipt. The EPA may: (a) approve the submission; (b) approve the submission with modifications; or (c) disapprove the submission and direct Crestwood to re-submit the document to the EPA for approval after addressing the EPA's comments.

47. Prior to approval in writing, or approval with modifications in writing, no plan, report, schedule or other submittal shall be construed as approved and final. Oral advice, suggestions, or comments given by the EPA representatives will not constitute approval, nor shall any oral approval or oral assurance of approval be considered as binding.

48. Upon receipt of a notice of disapproval or a request for a modification in Paragraph 46 above, Crestwood shall, within 30 days, or such longer time as specified by the EPA in its notice of disapproval or request for modification, correct the deficiencies and resubmit the plan, report, schedule or other submittal for approval.

49. Subject to the Dispute Resolution provisions set forth in Article X, all plans, reports, schedules and other submittals required by this Consent Order are, upon approval or approval with modifications by the EPA, fully incorporated into this Consent Order. Subject to the Dispute Resolution provisions set forth in Article X, any noncompliance with such EPA-

approved plans, reports, schedules, and other submittals and their attachments shall be noncompliance with this Consent Order.

IX. STIPULATED PENALTIES

50. Subject to the Dispute Resolution provisions set forth in Article X, for each day that Crestwood fails to perform fully any requirement of Section VI of the Consent Order in the manner and/or timeframe specified, Crestwood shall be liable as follows:

a) For failure to submit a timely progress quarterly report, Crestwood shall pay a stipulated penalty of \$250 per day until the quarterly report is received by EPA.

b) For “work” required by the Remediation Plan and schedule that is not timely completed, Crestwood shall pay a stipulated penalty of \$250 for each day such failure(s) remain outstanding.

51. Stipulated penalties shall become owing upon written demand by the EPA and are due on or before the 15th of the month following the month the written demand is received unless Crestwood invokes dispute resolution hereunder with respect to the event giving rise to such stipulated penalties.

52. The payment shall be made by remitting a check or making a wire transfer or on line payment. The check or other payment shall designate the name and docket number of this case, be in the amount demanded by the EPA, and be payable to “Treasurer, United States of America.”

If remitted by regular U.S. mail:

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

If remitted by any overnight commercial carrier:

U.S. Bank
Government Lockbox No. 979077
1005 Convention Plaza
Mail Station SL-MO-C2GL
St. Louis, Missouri 63101

Contact: Craig Steffen, 513-487-2091, steffen.craig@epa.gov

If remitted by wire transfer: Any wire transfer must be sent directly to the Federal Reserve Bank in New York City using the following information:

Federal Reserve Bank of New York
ABA = 021030004
Account = 68010727
SWIFT address = FRNYUS33
33 Liberty Street
New York, New York 10045
Field Tag 4200 of the Fedwire message should read "D 68010727 Environmental Protection Agency"

If remitted through the Automated Clearing House (ACH) for receiving US currency:

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, Maryland 20737

Contacts: John Schmid, 202-874-7026, and REX (Remittance Express), 866-234-5681

If remitted on-line with a debit card or credit card: No user name, password, or account number is necessary for this option. On-line payment can be accessed via WWW.PAY.GOV, entering 1.1 in the form search box on the left side of the screen, opening the form, and following the directions on the screen.

53. Notice of payment shall be provided concurrently to those persons identified in paragraph 41 above.

54. If Crestwood fails to pay stipulated penalties according to the terms of this Consent Order, the EPA shall be entitled to collect interest on such penalties pursuant to 31 U.S.C. § 3717.

55. The EPA may, in the unreviewable exercise of its discretion, reduce or waive stipulated penalties otherwise due under this Consent Order.

X. DISPUTE RESOLUTION

56. If Crestwood disagrees, in whole or in part, with any comments, modification, disapproval or other decision made by the EPA pursuant to this Consent Order, Crestwood shall notify EPA in writing of its objections, the basis for its position, and any matters which it considers necessary for determination, within 14 days of receipt of EPA's disapproval, modification, partial approval or decision. The EPA and Crestwood shall have 14 days, or such longer time as agreed to in writing by the parties, from EPA's receipt of Crestwood's objections to attempt to resolve the dispute. If an agreement is reached, the resolution shall be written, signed by representatives of each party and incorporated into this Consent Order. If the parties are unable to reach agreement within this period, Crestwood may request mediation of the dispute by the undersigned EPA representative, or the EPA Office of Administrative Law Judges Alternative Dispute Resolution (ADR) process by requesting the assignment of an administrative law judge as a neutral. The EPA will maintain a record of the dispute, which will contain all statements of position and any other documentation submitted pursuant to this section. The EPA will allow timely submission of relevant supplemental statements to the dispute by Crestwood.

The undersigned EPA official or ADR neutral will decide the dispute with a written decision after reviewing the record and conferring with the parties.

57. Any agreement or decision made pursuant to this section by the EPA shall be automatically incorporated into this Consent Order and binding on the parties. If the United States brings an action to enforce any such decision, Crestwood has and reserves the right to raise any defenses it would otherwise be permitted to raise under applicable principles of administrative law.

58. Stipulated penalties may not be assessed for alleged noncompliance with requirements of this Consent Order which are the subject of dispute resolution during the pendency of the dispute resolution process.

XI. ACCESS

59. Crestwood shall provide access within the scope of the company's control at all reasonable times to the areas affected by the spill so that the EPA, its representatives, consultants and contractors may review, sample or oversee the work performed by Crestwood pursuant to the Remediation Plan and schedule incorporated herein; provided that Crestwood shall be entitled to a split or duplicate sample upon request. Crestwood shall further provide the EPA all records and documentation relating to surface water, perched water, groundwater, soil and vegetation conditions at the spill-impacted areas. Crestwood shall not impede EPA and its representatives free movement at and around the spill site and affected areas, as permitted by the landowner, to conduct activities the EPA determines necessary to oversee Crestwood's compliance with this Consent Order. Operations requiring the use of heavy equipment, such as intrusive sampling of the beaver dams or unnamed creek may be completed only after discussion

with the Tribes, BIA and individual allottees, as appropriate, concerning access, safety and impact for such operations.

XII. FORCE MAJEURE

60. Crestwood agrees to perform all requirements under this Consent Order within the timeframes specified unless the performance is delayed or prevented by an event of force majeure. For purposes of this Consent Order, a force majeure event is defined as any event arising from causes beyond the control of Crestwood, including any and all actions of the Tribes and/or BIA, which delays, prevents or cancels performance of any obligation under this Consent Order despite Crestwood's best efforts to fulfill the obligation. Force majeure does not include Crestwood's financial inability to complete the work or increased cost of performance. Nothing in this Consent Order precludes the parties from extending any of the time frames by mutual agreement. However, such agreement must be memorialized in writing prior to the due dates.

61. Crestwood shall notify the EPA officials identified in paragraph 41 herein verbally within 24 hours after a force majeure event arises, and in writing within five (5) days after Crestwood becomes or should have become aware of events which constitute a force majeure. Such notice shall: (i) identify the force majeure event that may delay, prevent or cancel Crestwood's performance; (ii) estimate the anticipated length of delay, including necessary demobilization and re-mobilization; (iii) state the measures taken or to be taken to minimize the delay; and (iv) estimate the timetable for implementation of the measures. Crestwood shall take all reasonable measures to avoid and minimize the force majeure event. Failure to comply with the notice provision of this Section shall waive any claim of force majeure by Crestwood.

62. If EPA determines Crestwood is delayed, prevented or prohibited from performing a requirement under this Consent Order as a result of a force majeure event, the time period for performance of the requirement shall be extended; however, no event of force majeure shall (i) extend a performance requirement beyond the duration of this Consent Order or the Remediation Plan; nor (ii) extend the duration of this Consent Order or the Remediation Plan. When an event of force majeure ceases, Crestwood shall undertake the required performance within a reasonable time period thereafter as deemed appropriate by EPA. Such an extension shall not alter Crestwood's obligation to perform or complete other tasks required by this Consent Order that are not directly affected by the force majeure event. In the event Crestwood is prevented or prohibited by an event of force majeure from performing an obligation under this Consent Order or the Remediation Plan, EPA shall not hold Crestwood to be in violation of the obligation otherwise required by the Remediation Plan or Consent Order.

XIII. GENERAL PROVISIONS

63. Issuance of this Consent Order shall not be deemed an election by the EPA to forego any civil or criminal action to seek civil penalties, fines, or other appropriate relief under the CWA for the violations set forth in the Findings of Fact and Law.

64. Issuance of this Consent Order does not otherwise affect the EPA's ability to enforce or implement the CWA.

65. Failure to comply with the terms of this Consent Order after the effective date hereof may result in Crestwood's liability for civil penalties for each violation of up to \$51,570 per day under section 309(d) of the CWA, 33 U.S.C. § 1319(d), as modified by 40 C.F.R. part 19.

66. The effective date of this Consent Order shall be the date of filing with the EPA Region 8 Regional Hearing Officer.

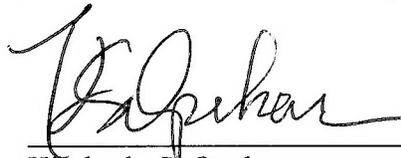
67. This Consent Order and any plan, schedule or report incorporated herein may only be modified upon written agreement by the EPA and Crestwood. Modifications are effective upon written approval by the EPA.

68. This Consent Order shall terminate upon written request by Crestwood and approval by the EPA after a minimum period of four years following successful completion of all requirements set forth in the Consent Order, and the Remediation Plan incorporated herein.

SO AGREED TO BY THE PARTIES,

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

Date: April 21, 2017



Kimberly S. Opekar
Acting Assistant Regional Administrator
Office of Enforcement, Compliance,
and Environmental Justice

CRESTWOOD EQUITY PARTNERS, LP.

Date: April 19, 2017



Miranda D. Jones
Vice President, Environmental, Safety, &
Regulatory
Crestwood Equity Partners, L.P.
Crestwood Midstream Partners, L.P.