UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 8
1595 WYNKOOP STREET
DENVER, CO 80202-1129
Phone 800-227-8917
http://www.epa.gov/region08

DOCKET NO.: CAA-08-2018-0007

IN THE MATTER OF:	)	
	)	
COLORADO INTERSTATE GAS COMPANY, LLC	)	**FINAL ORDER**
	)	
	)	
	)	
	)	
RESPONDENT	)	

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

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

SO ORDERED THIS 24th **DAY OF** May, **2018.**

Katherin E. Hall
Regional Judicial Officer

UNITED STATES
ENVIRONMENTAL PROTECTION AGENCY
REGION 8

2018 MAY 24 PM 2:45

FILED
EPA REGION VIII
HEARING CLERK

In the Matter of:	
COLORADO INTERSTATE GAS COMPANY, LLC	COMBINED COMPLAINT AND CONSENT AGREEMENT
Rawlins NGL Plant & Compressor Station	**Docket No. CAA-08-2018-0007**
Respondent.	

COMBINED COMPLAINT AND CONSENT AGREEMENT

I. PRELIMINARY STATEMENT

1. This is an administrative penalty assessment proceeding brought under section 113(d) of the Clean Air Act ("CAA" or the "Act"), 42 U.S.C. § 7413(d), and sections 22.13 and 22.18 of the Consolidated Rules of Practice Governing the Administrative Assessment of Civil Penalties and the Revocation/Termination or Suspension of Permits ("Consolidated Rules"), as codified at 40 C.F.R. part 22.

2. Complainant is the United States Environmental Protection Agency, Region 8. On the EPA's behalf, Suzanne J. Bohan, Assistant Regional Administrator for the Office of Enforcement, Compliance and Environmental Justice, is delegated the authority to settle civil administrative penalty proceedings under section 113(d) of the Act.

3. Respondent is Colorado Interstate Gas Company, LLC, organized under the laws of Delaware, and doing business in the State of Wyoming.

4. Collectively, Complainant and Respondent are referred to as the "Parties."

5. The Respondent is a "person" as defined in section 302(e) of the Act, 42 U.S.C. § 7602(e).

6. Complainant and Respondent, having agreed that settlement of this action is in the public interest, consent to the entry of this combined complaint and consent agreement ("Agreement") without adjudication of any issues of law or fact herein, and Respondent agrees to comply with the terms of this Agreement.

II. JURISDICTION

7. This Agreement is entered into under section 113(d) of the Act, as amended, 42 U.S.C. § 7413(d), and the Consolidated Rules, 40 C.F.R. part 22. The alleged violations in this Agreement are settled pursuant to section 113(a)(3)(A) of the CAA, 42 U.S.C. § 7413(a)(3)(A).

8. The EPA and the Department of Justice determined that this matter, although it involves alleged violations that occurred more than one year before the initiation of this proceeding, is appropriate for an administrative resolution. 42 U.S.C. § 7413(d).

9. The Regional Judicial Officer is authorized to ratify this Agreement, which memorializes a settlement between Complainant and Respondent in a final order. 40 C.F.R. §§ 22.4(b) and 22.18(b).

10. This Agreement and approval in a final order simultaneously commences and concludes this proceeding. 40 C.F.R. § 22.13(b).

III. BACKGROUND

11. In August 2011, EPA investigated Respondent's Rawlins NGL Plant & Compressor Station for compliance with the leak detection and repair ("LDAR") requirements under National Emissions Standards for Hazardous Air Pollutants ("NESHAP"), 40 C.F.R. part 63, subpart HH.

12. EPA concluded that Respondent violated certain LDAR requirements by failing to properly use leak detection Method 21.

13. As a result of this investigation, EPA and Respondent entered into settlement discussions in July 2012 and agreed upon a final settlement on or around September 2013. EPA and Respondent

submitted a consent agreement ("2013 Consent Agreement") for approval by a Regional Judicial Officer ("RJO").

14. In September 2013, Respondent began performing its obligations to fulfill the 2013 Consent Agreement even prior to the RJO's final decision on the 2013 Consent Agreement.

15. On September 20, 2013, the RJO approved certain provisions of the 2013 Consent Agreement, rejected certain provisions, and instructed the Parties to comply with all remaining terms of the agreement. The RJO's order required the Parties to file administrative orders on consent in order to enforce the rejected provisions. EPA filed a motion for reconsideration of the RJO's order with the Environmental Appeals Board ("EAB").

16. On December 6, 2013, the EAB dismissed EPA's motion for reconsideration for lack of jurisdiction.

17. On April 8, 2014, the RJO issued a written order, directing EPA and Respondent to make certain amendments and clarifications to the 2013 Consent Agreement.

18. Following the RJO's April 8, 2014 order, EPA and Respondent revised the 2013 Consent Agreement to reflect the RJO's instructions. EPA and Respondent submitted the revised consent agreement ("2014 Consent Agreement") to the RJO for approval. On May 7, 2014, the RJO approved the 2014 Consent Agreement in a final order.

IV. GOVERNING LAW

19. The CAA establishes a regulatory scheme "to protect and enhance the quality of the Nation's air resources so as to promote the public health and welfare and the productive capacity of its population." 42 U.S.C. § 7401(b)(1).

A. Subpart HH

20. Section 112 of the CAA authorizes the Administrator of the EPA to promulgate regulations establishing emission standards for certain sources of air pollutants. 42 U.S.C. § 7412(d)(1).

21. In 1999, the EPA promulgated under the CAA "National Emission Standards for Hazardous Air Pollutants From Oil and Natural Gas Production Facilities." 64 Fed. Reg. 32,610, 32,628 (June 17, 1999). Those standards are located in 40 C.F.R. part 63, subpart HH (hereinafter "Subpart HH"), which includes 40 C.F.R. §§ 63.760–77.

22. Subpart HH includes requirements for monitoring valves, pumps and other components for leaks of air pollutants, repairing leaks, recordkeeping, and reporting to regulators. Subpart HH also incorporates certain other regulations in 40 C.F.R. part 61 by reference.

B. Subpart KKK

23. Section 111 of the CAA authorizes the Administrator of the EPA to promulgate regulations establishing emission standards for certain sources of air pollutants. 42 U.S.C. § 7411(b).

24. Subpart KKK of 40 C.F.R. part 60 ("Subpart KKK") provides New Source Performance Standards ("NSPS") for onshore natural gas processing plants, including but not limited to equipment leaks of VOCs, at which construction, reconstruction, or modification commenced after January 20, 1984 and on or before August 23, 2011.

25. Pursuant to 40 C.F.R. § 60.631, a "natural gas processing plant" means "any processing site engaged in the extraction of natural gas liquids from field gas, fractionation of mixed natural gas liquids to natural gas products, or both."

26. "Modification" means "any physical change in, or change in the method of operation of, an existing facility which increases the amount of any air pollutant (to which a standard applies) emitted into the atmosphere by that facility or which results in the emission of any air pollutant (to which a standard applies) into the atmosphere not previously emitted." 40 C.F.R. § 60.2. The addition or replacement of equipment for the purpose of process improvement which is accomplished without a capital expenditure shall not by itself be considered a modification. 40 C.F.R. § 60.630(c).

27. "Reconstruction" means "the replacement of components of an existing facility to such an extent that: (1) The fixed capital cost of the new components exceeds 50 percent of the fixed capital cost that would be required to construct a comparable entirely new facility, and (2) It is technologically and economically feasible to meet the applicable standards set forth in this part." 40 C.F.R. § 60.15(b).

28. Prior to January 13, 2015 and at times relevant to this Agreement, the Rawlins NGL Plant & Compressor Station included an onshore natural gas processing plant.

V. GENERAL ALLEGATIONS

29. Prior to January 13, 2015 and at times relevant to this Agreement, Respondent owned and operated an onshore natural gas processing plant and compressor station, known collectively as the "Rawlins NGL Plant & Compressor Station," located in Carbon County, near the town of Sinclair, Wyoming.

30. Prior to January 13, 2015, the Rawlins NGL Plant extracted natural gas liquids from the natural gas it received via pipeline and fractionated these natural gas liquids as well as liquids received by truck. This process included the use of compressor engines to provide propane refrigeration and natural gas recompression.

31. The Compressor Station compresses natural gas received from separate pipelines for further transmission.

32. As of January 13, 2015, Respondent is no longer operating the Rawlins NGL Plant and therefore, no longer engages in either the extraction of natural gas liquids from field gas or the fractionation of mixed natural gas liquids to natural gas products. Respondent continues to operate the Compressor Station.

A. Subpart HH

33. Prior to January 13, 2015 and at times relevant to this Agreement, the Rawlins NGL Plant & Compressor Station included a "natural gas processing plant (gas plant)" within the meaning of 40 C.F.R. § 63.761.

34. The Rawlins NGL Plant & Compressor Station is a "major source" within the meaning of section 112(a)(1) of the CAA, 42 U.S.C. § 7412(a)(1), and 40 C.F.R. § 63.761.

35. Natural gas may contain volatile hazardous air pollutants, or VHAPs.

36. Emissions from various processes and operations at natural gas processing plants may contain at least five different VHAPs: benzene, toluene, ethyl benzene, mixed xylenes, and n-hexane.

37. Benzene (Chemical Abstracts Service registry number ("CAS No.") 71432), Toluene (CAS No. 108883), Ethyl Benzene (CAS No. 100414), mixed Xylenes (CAS Nos. 1330207, 95476, 108383, and 106423), and Hexane (CAS No. 110543), including n-hexane, are listed as hazardous air pollutants in section 112(b)(1) of the Clean Air Act, 42 U.S.C. § 7412(b)(1).

38. Certain equipment at the Rawlins NGL Plant & Compressor Station, including certain valves and pumps, are subject to Subpart HH and were operated "in VHAP service" (within the meaning of 40 C.F.R. § 63.761), for at least 300 hours per calendar year.

39. The Rawlins NGL Plant & Compressor Station used "ancillary equipment" (within the meaning of 40 C.F.R. § 63.761), including, without limitation, pumps and valves intended to operate "in VHAP service."

40. Prior to January 13, 2015, and at times relevant to this Agreement, Respondent had been subject to the provisions of Subpart HH with respect to certain equipment at the Rawlins NGL Plant & Compressor Station.

41. When ancillary equipment intended to operate in VHAP service at the Rawlins NGL Plant & Compressor Station leaks, it can release VHAPs to the atmosphere.

42. Pursuant to Subpart HH, owners and operators of "natural gas processing plants" must monitor certain equipment for leaks of VHAPs using "Method 21," including any applicable modifications. 40 C.F.R. § 63.769.

B. Subpart KKK

43. Prior to January 13, 2015 and at times relevant to this Agreement, Rawlins NGL Plant & Compressor Station included a "natural gas processing plant (gas plant)" within the meaning of 40 C.F.R. § 60.631.

44. Prior to January 13, 2015 and at times relevant to this Agreement, the Compressor Station was "located at an onshore natural gas processing plant," 40 C.F.R. § 60.630(e).

45. EPA contends that owners or operators of the Rawlins NGL Plant & Compressor Station may have historically undertaken revisions at portions of the Rawlins NGL Plant & Compressor Station that constituted a "modification" or "reconstruction" as defined in 40 C.F.R. §§ 60.2 and 60.15(b), respectively.

46. Owners and operators of onshore natural gas processing plants or compressor stations located at onshore natural gas processing plants for which construction, reconstruction or modification commenced after January 20, 1984 and on or before August 23, 2011 must comply with leak detection and repair requirements in Subpart KKK for equipment in VOC service or in wet gas service.

VI. ALLEGED VIOLATIONS OF LAW

A. Failure to Identify Regulated Components

47. With certain exceptions and alternatives not relevant here, pursuant to Subpart HH, Respondent was required to monitor certain valves and pumps in VHAP service for leaks using Method 21. 40 C.F.R. §§ 63.769, 61.242-2, 61.242-7, and 61.245(b)(1).

48. From at least 2009, until at least 2014, EPA alleges that Respondent failed to conduct leak testing on ancillary equipment, including, but not limited to, certain valves and pumps in VHAP service at the Rawlins NGL Plant & Compressor Station.

49. The Respondent's failures to perform leak testing is a violation of Subpart HH and section 112 of the CAA.

B. Subpart KKK

50. Prior to January 13, 2015 and at times relevant to this Agreement, Rawlins NGL Plant & Compressor Station included a "natural gas processing plant (gas plant)" within the meaning of 40 C.F.R. § 60.631. EPA contends that owners or operators of the Rawlins NGL Plant & Compressor Station may have historically (prior to 2011) undertaken revisions at portions of the Rawlins NGL Plant & Compressor Station that constituted a "modification" as defined in 40 C.F.R. § 60.2.

51. Prior to January 13, 2015, and at times relevant to this Agreement, equipment in VOC or wet gas service within a process unit and compressors in VOC or wet gas service located at the Rawlins NGL Plant & Compressor Station were subject to the provisions of Subpart KKK

52. At no time has the Rawlins NGL Plant & Compressor Station been operated subject to or in compliance with the provisions of Subpart KKK.

VII. TERMS OF CONSENT AGREEMENT

53. For the purpose of this proceeding, as required by 40 C.F.R. § 22.18(b)(2), Respondent:

a) admits that the EPA has jurisdiction over the subject matter alleged in this Agreement;

b) neither admits nor denies the factual allegations stated above;

c) neither admits nor denies the alleged violations of law stated above;

d) consents to the assessment of a civil penalty as stated below;

e) consents to the authority to issue and the issuance of this specified compliance or corrective action order;

f) consents to the conditions specified in this Agreement;

g) consents to any stated Permit Action;

h) waives any right to contest the alleged violations, the terms of this Agreement, and the compliance and corrective action required by this Agreement; and

i) waives its rights to appeal any Final Order which approves this Agreement.

54. For the purpose of this proceeding, Respondent:

a) agrees that this Agreement states a claim upon which relief may be granted against Respondent;

b) acknowledges that this Agreement constitutes an enforcement action for purposes of considering Respondent's compliance history in any subsequent enforcement actions;

c) waives any and all remedies, claims for relief and otherwise available rights to judicial or administrative review that the Respondent may have with respect to any issue of fact or law set forth in this Agreement, including any right of judicial review under section 307(b)(1) of the CAA, 42 U.S.C. § 7607(b)(1);

d) consents to personal jurisdiction in any action to enforce this Agreement, in the United States District Court for the District of Wyoming; and

e) waives any rights it may possess at law or in equity to challenge the authority of the EPA to bring a civil action in a United States District Court to compel compliance with the Agreement, and to seek an additional penalty for such noncompliance, and agree that federal law shall govern in any such civil action.

55. Section 113(d)(1)(B) of the Act, 42 U.S.C. § 7413(d)(1)(B), and at the time of the violations, 40 C.F.R. § 19.4, authorized the assessment of a civil penalty of up to $37,500 per day of

violation for each violation of the implementing regulations associated with the CAA. To determine the amount of the civil penalty to be assessed pursuant to section 113(e)(1) of the Act, 42 U.S.C. § 7413(e)(1), the EPA took into account, in addition to such other factors as justice may require, the size of the business, the economic impact of the penalty on the business, the violator's full compliance history and good faith efforts to comply, the duration of the violations as established by any credible evidence, payment by the violator of penalties previously assessed for the same violations, the economic benefit of noncompliance, and the seriousness of the violations.

56. The EPA has compromised the civil penalty pursuant to section 113(d)(2)(B) of the Act, 42 U.S.C. § 7413(d)(2)(B).

57. Penalty Payment. Respondent agrees to:

a) pay the civil penalty of two hundred and fifty thousand dollars ($250,000) within 30 calendar days of the Effective Date of this Agreement (as set forth in Paragraph 92, below);

b) pay the civil penalty using any method provided on the following website: https://www.epa.gov/financial/makepayment;

c) identify any payment with the docket number that appears on the Final Order;

d) within 24 hours of payment of the EPA Penalty, send proof of payment to Laurie Ostrand at ostrand.laurie@epa.gov (proof of payment means, as applicable, a copy of the check, confirmation of credit card or debit card payment, confirmation of wire or automated clearinghouse transfer, and any other information required to demonstrate that payment has been made according to the EPA requirements).

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

a) request the Attorney General to bring a civil action in an appropriate district court to recover: the amount assessed; interest at rates established pursuant to 26 U.S.C. § 6621(a)(2); the

United States' enforcement expenses; and a 10 percent quarterly nonpayment penalty, 42 U.S.C. § 7413(d)(5);

b) refer the debt to a credit reporting agency or a collection agency, 42 U.S.C. § 7413(d)(5), 40 C.F.R. §§ 13.13, 13.14, and 13.33;

c) collect the debt by administrative offset (i.e., the withholding of money payable by the United States to, or held by the United States for, a person to satisfy the debt the person owes the Government), which includes, but is not limited to, referral to the Internal Revenue Service for offset against income tax refunds, 40 C.F.R. part 13, subparts C and H; and

d) suspend or revoke Respondent's licenses or other privileges, or suspend or disqualify Respondent from doing business with the EPA or engaging in programs the EPA sponsors or funds, 40 C.F.R. § 13.17.

59. Conditions. As conditions of settlement, Respondent agrees to the following:

a) Permit Changes. Within 60 days of the Effective Date of this Agreement, Respondent shall file any applications necessary to remove the equipment listed in Appendix A from the relevant construction permit, the Title V permit, and any other relevant air quality permit or approval for the Rawlins NGL Plant & Compressor Station. Respondent shall revise the facility's Title V Permit and the relevant construction permit(s) to reflect the current operational status of the Rawlins NGL Plant & Compressor Station. Upon application for the removal of the equipment listed in Appendix A from the relevant construction permit(s), the Title V permit, and any other relevant air quality permit or approval, Respondent may not extract natural gas liquids from field gas or fractionate mixed natural gas liquids into natural gas products without obtaining the necessary permits. Within 30 days of filing any applications required under this subparagraph, Respondent shall provide written notice along with a copy of the application to EPA at the address in subparagraph 59.n(6).

b) Time Period of Conditions.

(1) The Conditions of subparagraphs 59(c)–(o) will begin from the date the Rawlins NGL Plant resumes the extraction of natural gas liquids from field gas, fractionation of mixed natural gas liquids to natural gas products, or both, pursuant to a valid construction permit or other relevant air quality permit or approval (other than a Title V permit) ("Restart"). This construction permit or other relevant air quality permit or approval must be issued under an EPA-approved program that is incorporated into the Wyoming State Implementation Plan, and issued under authority independent of Wyoming's authority to issue Title V permits.

(2) If the Rawlins NGL Plant does not Restart within five years from the Effective Date of this Agreement, then Respondent will not be required to meet the conditions of subaragraphs 59(c)–(o).

(3) Beginning in the calendar year following the Effective Date of this Agreement, Respondent shall submit written notice of the operational status of the Rawlins NGL Plant to the EPA by January 31 of every year, continuing until termination of this Agreement. Respondent shall provide written notice to the EPA within 30 days of Restart pursuant to subparagraph 59.b(1). All notices under this subparagraph shall be submitted to the address in subparagraph 59.n(6).

c) NSPS Applicability. At the time of Restart pursuant to subparagraph 59.b(1), Respondent shall:

(1) Accept applicability of the LDAR requirements of the most current (as of the date of such Restart pursuant to subparagraph 59.b(1)) NSPS for natural gas processing plants for "equipment" (as currently defined in 40 C.F.R. § 60.5430) in VOC service or in wet gas service (herein the "LDAR Program") at the Rawlins NGL Plant & Compressor Station. Respondent will comply with the LDAR requirements of the most current NSPS for natural gas processing plants that are in full force and effect at the time of Restart pursuant to subparagraph 59.b(1), regardless of later revisions to the applicable NSPS.

(2) Include the LDAR Program in any construction permit application or other relevant air quality permit or approval (other than a Title V permit), obtained pursuant to subparagraph 59.b(1), from the Wyoming Department of Environmental Quality (WYDEQ). This permit or other approval must be issued under the Wyoming State Implementation Plan, and issued under authority independent of Wyoming's authority to issue Title V permits.

d) Updated Title V Permit. Within 180 days of issuance of any permit under subparagraph 59.c(2), Respondent shall file any applications necessary to incorporate the requirements of that permit into the Title V operating permit.

e) Third-Party Inventory Audit. Within 30 days of any Restart pursuant to subparagraph 59.b(1), Respondent must conduct a Third-Party Inventory Audit at the Rawlins NGL Plant & Compressor Station to identify all equipment in VOC service or in wet gas service. The Third-Party Inventory Audit will occur prior to initiation of the LDAR Program (subparagraph 59.f), to ensure all necessary equipment will be monitored as part of the LDAR Program.

f) LDAR Program. Within 30 days of any Restart pursuant to subparagraph 59.b(1), Respondent will implement the LDAR Program described in subparagraph 59.c(1). For purposes of this Agreement only, Respondent shall treat the equipment to be monitored at the Rawlins NGL Plant & Compressor Station as though part of a new or modified facility, thus resulting in the Respondent monitoring each valve in VOC service or in wet gas service monthly until two successive months show no leaks over the valve leak levels, at which point Respondent can reduce to quarterly LDAR valve monitoring, on a valve by valve basis. If a leak is detected during quarterly LDAR valve monitoring, the valve shall be monitored monthly until a leak is not detected for two successive months.

g) Facility-wide LDAR Document. By no later than 90 days after any Restart pursuant to subparagraph 59.b(1), Respondent shall prepare a facility-wide LDAR document and ensure that it describes: (i) the LDAR Program (e.g., applicability of regulations to equipment; leak definitions; monitoring frequencies); (ii) a tracking program (e.g., Management of Change) that ensures that new

pieces of equipment in VOC service or in wet gas service that are added to the Rawlins NGL Plant & Compressor Station for any reason are integrated into the LDAR program, and that pieces of equipment in VOC service or in wet gas service that are taken out of service are removed from the LDAR Program; and (iii) a section describing the roles and responsibilities of all employee and contractor personnel assigned to implementation of the LDAR Program at the Rawlins NGL Plant & Compressor Station, including a description of those particular requirements of the LDAR program assigned to any particular employee or contractor.

h) Quality Assurance/Quality Control (QA/QC) Program. Commencing by no later than the first full calendar quarter after any Restart pursuant to subparagraph 59.b(1), and continuing for an additional seven (7) calendar quarters (for *a* total of (8) quarterly reviews), at times that are not announced to the LDAR monitoring technicians, Respondent shall have LDAR-trained employees or contractors of Respondent, who do not serve on a routine basis as an LDAR monitoring technician at the Rawlins NGL Plant & Compressor Station, undertake the following no less than once per calendar quarter: (1) Verify that the equipment was monitored at the frequency required by regulation; (2) Verify that any required documentation and sign-offs have been recorded for all equipment placed on the delay-of-repair list; (3) Assess whether repairs have been performed in any required periods; (4) Review monitoring data and equipment counts for feasibility and unusual trends in the scope and timing of monitoring (e.g., number of pieces of equipment monitored per day per technician, and the time between monitoring events); (5) Verify that any required calibration records and monitoring instrument maintenance information are maintained; (6) Verify that any other LDAR Program records are maintained as required; and (7) Observe in the field each LDAR monitoring technician who is conducting leak detection monitoring on the day QA/QC is conducted to ensure that monitoring during the quarterly QA/QC is being conducted as required. Respondent shall only perform observations according to this subparagraph 59.h on days when LDAR monitoring is being performed, and shall make an effort to observe the maximum number of technicians who perform monitoring at the site as is

possible. Respondent shall promptly correct any deficiencies detected or observed pursuant to subparagraph 59.h. Respondent shall maintain a log that: (i) records the date and time that the reviews, verifications, and observations required by subparagraph 59.h are undertaken; and (ii) describes the nature and timing of any corrective actions taken. This subparagraph 59.h provides the mechanisms through which any deficiencies discovered by the QA/QC program will be corrected.

i) Third-Party LDAR Audit. During the period that is 365 days to 730 days after initiation of the LDAR Program (to the extent the LDAR Program is initiated because of a Restart pursuant to subparagraph 59.b(1)), Respondent must conduct one Third-Party LDAR Audit of equipment in the LDAR Program at the Rawlins NGL Plant & Compressor Station and any equipment installed since the date of the Third-Party Inventory Audit. Respondent shall ensure that the Third-Party LDAR Audit includes: (i) reviewing compliance with the applicable LDAR Program, including LDAR requirements related to valves and pumps in heavy liquid service; (ii) reviewing and/or verifying the same items that are required to be reviewed and/or verified in subparagraph 59.h; (iii) reviewing whether any pieces of equipment that are required to be in the LDAR Program are not included; and (iv) "Comparative Monitoring" as described in subparagraph 59.i(1). Respondents shall retain a third-party with experience in conducting LDAR audits. Respondents shall select a different company than the regular LDAR contractor for the Rawlins NGL Plant & Compressor Station to perform the Third-Party LDAR Audit and Respondents may not hire that company as the regular LDAR contractor for the Rawlins NGL Plant & Compressor Station during the life of the Agreement. For purposes of this Agreement, completion of the Third-Party LDAR Audit shall mean the date upon which the third-party submits the final third-party audit report to Respondent.

(1) Comparative Monitoring. Respondent shall ensure that comparative monitoring during the Third-Party LDAR Audit is undertaken as follows:

(a) Calculating a Comparative Monitoring Audit Leak Percentage. Equipment in VOC service or in wet gas service must be monitored in order to calculate a leak

percentage for each process unit, broken down by type of equipment (i.e., valves and pumps). To the extent that any equipment in VOC service or in wet gas service within the LDAR Program is not contained within any process unit, then the leak percentage shall be calculated based on all equipment in VOC service or in wet gas service at the Rawlins NGL Plant & Compressor Station not contained within a process unit and shall be broken down by type of equipment in VOC service or in wet gas service (i.e., valves and pumps). For descriptive purposes under this subparagraph, the monitoring that takes place during the Third-Party LDAR Audit will be called "Comparative Monitoring" and the leak percentages derived from the comparative monitoring will be called the "Comparative Monitoring Audit Leak Percentages." In undertaking Comparative Monitoring, Respondent shall not be required to monitor every piece of equipment in VOC service or in wet gas service.

(b) Calculating the Historic, Average Leak Percentage from Prior Periodic Monitoring Events. For each process unit or collectively for the equipment in VOC service or in wet gas service not contained in a process unit, the historic, average leak percentage from prior periodic monitoring events, broken down by type of equipment (i.e., valves (excluding pressure relief valves) and pumps) must be calculated. The following number of complete monitoring periods immediately preceding the comparative monitoring must be used for this purpose: valves: 4 periods; pumps: 12 periods. The preceding monitoring periods may comprise a mix of the monitoring periods and frequencies specified in the LDAR Program.

(c) Calculating the Comparative Monitoring Leak Ratio. For each process unit or collectively for the equipment in VOC service or in wet gas service not contained in a process unit, the ratio of the Comparative Monitoring Audit Leak Percentage from subparagraph 59.i(1)(a) to the historic, average leak percentage from subparagraph 59.i(1)(b) must be calculated. This ratio will be called the "Comparative Monitoring Leak Ratio." If the denominator in this calculation is "zero," it will be assumed (for purposes of this calculation but not for any other purpose under this Agreement or under any applicable laws and regulations) that one leaking piece of equipment was found

in the process unit or collectively from the equipment in VOC service or in wet gas service not contained in a process unit through routine monitoring during the 12-month period before the comparative monitoring.

(2) Corrective Action Plan ("CAP").

(a) Requirements of a CAP. By no later than the date that is one month after completion of any Third-Party LDAR Audit, Respondent shall develop a Corrective Action Plan if: (i) the results of the Third-Party LDAR Audit identify any deficiencies; or (ii) the Comparative Monitoring Leak Ratio calculated pursuant to subparagraph 59.i(1)(c) is 3.0 or higher *and* the Comparative Monitoring Audit Leak Percentage calculated pursuant to subparagraph 59.i(1)(a) is greater than or equal to 0.5 percent. The CAP must describe the actions that Respondent has taken or will take to address: (i) the deficiencies; and (ii) the causes of a Comparative Monitoring Leak Ratio that is 3.0 or higher (but only if the Comparative Monitoring Audit Leak Percentage is at or above 0.5 percent). Respondent shall include a schedule by which actions that have not yet been completed must be completed. Respondent shall promptly complete each corrective action item with the goal of completing each action within 90 days after completion of the Third-Party LDAR Audit. This subparagraph 59.i(2)(a) provides the mechanisms through which any deficiencies identified through the Third-Party LDAR Audit will be corrected.

(b) Submission of the Final CAP to EPA. By no later than 120 days after completion of any Third-Party LDAR Audit, Respondent shall submit the CAP to EPA, together with a certification of the completion of each item of corrective action. If any action is not completed within 90 days after completion of the Third-Party LDAR Audit, Respondent shall explain the reasons, together with a proposed schedule for prompt completion. Respondent shall submit a supplemental certification of completion by no later than 30 days after completing all actions.

j) Low-Emission (Low-E) Valves and Packing. Commencing no later than six months after any Restart pursuant to subparagraph 59.b(1) and continuing for two (2) years Respondent

shall ensure that each new valve (other than a valve that serves as the closure device on an open-ended line) that they install and that when installed will be contained in the LDAR Program, either is a Low-E Valve or is fitted with Low-E Packing. This requirement applies to entirely new valves that are added and to existing valves that are replaced.

(1) "Low-Emissions Valve" or "Low-E Valve" means either of the following:

(a) A valve (including its specific packing assembly or stem sealing component) for which the manufacturer has issued a written warranty that it will not emit fugitives at greater than 100 parts per million (ppm), and that, if it does so emit at greater than 100 ppm at any time in the first five years after installation, the manufacturer will replace the valve; provided, however, that no valve may qualify as "Low-E" by reason of written warranty unless the valve (including its specific packing assembly) either: (i) first was tested by the manufacturer or a qualified testing firm pursuant to generally accepted good engineering practices for testing fugitive emissions; or (ii) is as an "extension of another valve" that qualified as "Low-E" under this subparagraph; or

(b) A valve (including its specific packing assembly) that: (i) has been tested by the manufacturer or a qualified testing firm pursuant to generally accepted good engineering practices for testing fugitive emissions and that, during the test, at no time leaked at greater than 500 ppm, and on average, leaked at less than 100 ppm; or (ii) is an "extension of another valve" that qualified as "Low-E" under this subparagraph.

(2) "Low-Emissions Packing" or "Low-E Packing" means either of the following:

(a) A valve packing product, independent of any specific valve, for which the manufacturer has issued a written warranty that the packing will not emit fugitive emissions at greater than 100 ppm, and that, if it does so emit at greater than 100 ppm at any time in the first five years after installation, the manufacturer will replace the product; provided, however, that no packing product may qualify as "Low-E" by reason of written warranty unless the packing first was tested by the

manufacturer or a qualified testing firm pursuant to generally accepted good engineering practices for testing fugitive emissions; or

(b) A valve packing product, independent of any specific valve, that has been tested by the manufacturer or a qualified testing firm pursuant to generally accepted good engineering practices for testing fugitive emissions, and that, during the test, at no time leaked at greater than 500 ppm, and on average, leaked at less than 100 ppm.

k) Equipment Monitoring and Database. By no later than any Restart pursuant to subparagraph 59.b(1), and continuing for two years from such Restart pursuant to subparagraph 59.b(1), for all equipment in the LDAR Program Respondent shall use an instrument attached to a data logger (or an equivalent instrument) which directly records electronically the screening value (the highest emission level that is recorded at each piece of equipment as it is monitored in compliance with Method 21) detected at each piece of equipment, the date and time that each screening value is taken, and the identification numbers of the monitoring instrument and the technician. Respondent shall transfer this monitoring data to an electronic database on at least a weekly basis for recordkeeping purposes.

l) Optical Gas Imaging Program: Within 180 days after any Restart pursuant to subparagraph 59.b(1), and continuing for two years from such Restart pursuant to subparagraph 59.b(1), Respondent shall develop and implement a protocol for semiannual optical gas imaging emission monitoring of equipment (that is subject to the LDAR Program). Respondent shall utilize this protocol for a period of two years (for a total of four monitoring surveys).

(1) This monitoring must be in accordance with the instrument manufacturer's operating parameters, and the instrument shall be maintained according to manufacturer's recommendations.

(2) The protocol does not have to utilize a specific instrument and may be amended to use an alternative leak detection technology, upon EPA approval. This protocol shall include a discussion of how parameters such as viewing distance, thermal background, wind speed, interferences

(e.g., steam), and operator training will be taken into account, unless sufficiently addressed by the instrument manufacturer's operating parameters.

(3) The protocol shall include an instrument check on each day that the instrument is used. The instrument check shall ensure that the instrument can effectively detect leaks under the conditions outlined in subparagraph 59.l(2) above.

(4) If Respondent detects emissions from equipment in the LDAR Program with the optical gas imaging instrument, it shall repair the equipment in accordance with the LDAR Program, unless Respondent first determines, using a Method 21 instrument, that the emissions are not a "leak" that is subject to repair requirements under the LDAR Program.

(5) The protocol shall include five year retention requirements for the following records: all optical gas imaging surveys, daily equipment checks, location of identified leaks and associated video recordings, timing and efficacy of all repairs, and follow-up evaluations of all repairs.

m) Recordkeeping. Respondent shall keep all records required by this Agreement, including the Third-Party LDAR Audit report, to document compliance with the requirements of this Agreement for at least one year after termination of this Agreement. Upon request by EPA, Respondent shall make all such documents available to EPA and shall provide, in electronic format if so requested, all LDAR monitoring data generated during the life of this Agreement.

n) Status Reports. Beginning in the calendar year following any Restart pursuant to subparagraph 59.b(1), Respondent shall submit reports by January 31 of every year, continuing until termination of this Agreement, regarding the required information in the previous twelve-month period. The compliance status reports shall include the following information:

(1) An identification and description of any non-compliance with the requirements of this Agreement.

(2) An identification of any problems encountered in complying with the requirements of Agreement.

(3) Any deviations identified in implementation of the QA/QC program performed under subparagraph 59.h as well as any corrective actions taken under subparagraph 59.i(2).

(4) A backup (*.bak) copy of the electronic database kept pursuant to subparagraph 59.k.

(5) Respondent shall ensure that the Responsible Official signs each report submitted under this Agreement and makes the following certification:

> I 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 who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete.

(6) Respondent shall submit all Reports under this Agreement to EPA as follows:

Director
Technical Enforcement Program
U.S. EPA Region 8 (8ENF-AT)
1595 Wynkoop Street
Denver, CO 80202

o) Stipulated Penalties. Respondent will be liable for stipulated penalties to the United States for violations of this Agreement as specified below. A violation includes failing to perform any obligation required by the terms of this Agreement, including any work plan or schedule approved under this Agreement, according to all applicable requirements of this Agreement and within the specified time schedules established by or approved under this Agreement.

(1) If EPA determines that a stipulated penalty should be paid pursuant to this Agreement, it shall make a written demand for stipulated penalty. Respondent shall pay any stipulated penalty within 60 days of receiving EPA's written demand, unless the demand is disputed.

(2) The EPA may in the unreviewable exercise of its discretion, reduce or waive stipulated penalties otherwise due under this Agreement.

(3) Stipulated penalties continue to accrue during any dispute resolution, but need not be paid until 30 days after the dispute is resolved.

(4) Respondent shall pay stipulated penalties owing to EPA in the manner set forth and with the confirmation notices required by Paragraph 57, except that the transmittal letter must state that the payment is for stipulated penalties and must state for which alleged violation(s) the penalties are being paid.

(5) The following stipulated penalties may apply:

Violation	Stipulated Penalty	
(1) Failure to timely develop a Facility-Wide LDAR Document as required by subparagraph 59.g.	*Period of Noncompliance*	*Penalty per component per day late*
	1–15 days	$150
	16–30 days	$200
	Over 30 days	$250

(2) For each failure to use a monitoring device that is attached to a data logger and failure, during each monitoring event, to directly electronically record the screening value, date, time, identification number of the monitoring instrument, and the identification of technician, in violation of the requirements of subparagraph 59.k.	$100 per failure per piece of equipment monitored
(3) Each failure to transfer monitoring data to an electronic database on at least a weekly basis, in violation of the requirement in subparagraph 59.k.	$500 per week for each week that the transfer is late
(4) Each failure to install a Low-E Valve or a valve fitted with Low-E Packing when required to do so pursuant to subparagraph 59.j.	$10,000 per failure
(5) Each failure to perform any of the requirements relating to QA/QC in subparagraph 59.h.	$1,000 per missed requirement per quarter

(6) Failure to conduct the Third-Party Inventory Audit in accordance with the schedule set forth in subparagraph 59.e.	*Period of noncompliance*	*Penalty per day*
	1–15 days	$75
	16–30 days	$100
	Over 30 days	$125
	not to exceed $5,000	

(7)(a) Failure to conduct the Third-Party LDAR Audit in accordance with the schedule set forth in subparagraph 59.i.	*Period of noncompliance*	*Penalty per day*
	1–15 days	$150
	16–30 days	$200
	Over 30 days	$250
	not to exceed a cumulative total of $50,000	

(8) Failure to use a third party as an auditor for the Third Party LDAR Audit; each use of a third party auditor that is not experienced in LDAR audits for the Third Party LDAR Audit; and each use of Respondent's regular LDAR contractor to conduct the Third Party LDAR Audit, in violation of the requirements of subparagraph 59.i.	$15,000 per audit

(9) Failure to perform any of the Third Party LDAR Audit requirements in subparagraph 59.i.	$10,000 per audit

(10) Failure to timely submit a Corrective Action Plan that substantially conforms to the requirements of subparagraph 59.i(2).	*Period of noncompliance*	*Penalty per day per violation*
	1–15 days	$100
	16–30 days	$250
	Over 30 days	$500
	not to exceed $50,000 per audit	

(11) Each failure to implement a corrective action within 90 days after the LDAR Audit Completion Date or pursuant to the schedule that Respondent must propose pursuant to subparagraph 59.i if the corrective action cannot be completed in 90 days.	*Period of noncompliance*	*Penalty per week per violation*
	1–2 weeks	$500
	2-4 weeks	$750
	Over 4 weeks	$1,000
	not to exceed $100,000 per audit	

(12) Each failure to perform an Optical Gas Imaging survey as required by subparagraph 59.l.	$50,000 per survey

(13) Each failure to comply with the repair requirements of subparagraph 59.l(4).	*Type of equipment*	*Penalty per day per violation*
	Pumps	$900
	Other equipment	$225
	Not to exceed $120,000 per pump or $30,000 per piece of other equipment	

(14) Each failure to substantially comply with any recordkeeping or reporting requirement in subparagraph 59.m and 59.n.	*Period of noncompliance*	*Penalty per day per violation*
	1–15 days	$100
	16–30 days	$250
	Over 30 days	$500
	Not to exceed $15,000 per failure.	

60. The requirements of subparagraph 59.j shall be performed for the purpose of mitigating environmental harm allegedly caused by the violations alleged in Section VI.

61. Force majeure, for purposes of this Consent Decree, is defined as any event arising from causes beyond the control of Respondent, of any entity controlled by Respondent or of Respondent's contractors that delays or prevents the performance of any obligation under this Agreement despite Respondent's best efforts to fulfill the obligation. The requirement that Respondent's exercise "best efforts to fulfill the obligation" includes using best efforts to anticipate any potential force majeure event and best efforts to address the effects of any such event (a) as it is occurring and (b) after it has occurred to prevent or minimize any resulting delay to the greatest extent possible. Force Majeure does not include Respondent's financial inability to perform any obligation under this Agreement.

62. If any event occurs or fails to occur which causes or may cause a delay or impediment to performance in complying with any provision of this Agreement, Respondent will notify EPA in writing as soon as practicable, but in any event within 20 business days of the date when Respondent first knew of the event or should have known of the event by the exercise of due diligence. In this notice,

Respondent will specifically reference this Paragraph and describe the anticipated length of time the delay may persist, the cause or causes of the delay, and the measures taken or to be taken at the Rawlins NGL Plant & Compressor Station to prevent or minimize the delay and the schedule by which those measures will be implemented. Respondent will take all reasonable steps to avoid or minimize such delays. The notice required by this Paragraph will be effective upon the mailing of the same by overnight mail or by certified mail, return receipt requested, to the EPA Regional Office. Respondent shall include with any notice all available documentation supporting the claim that the delay was attributable to a force majeure. Failure to comply with the above requirements shall preclude Respondent from asserting any claim of force majeure for that event for the period of time of such failure to comply, and for any additional delay caused by such failure. Respondent shall be deemed to know of any circumstance of which Respondent, any entity controlled by Respondent, or Respondent's contractors knew or should have known.

63. If EPA agrees that the delay or anticipated delay is attributable to a force majeure event, the time for performance of the obligations under this Agreement that are affected by the force majeure event will be extended by EPA, for such time as is necessary to complete those obligations. An extension of the time for performance of the obligations affected by the force majeure event shall not, of itself, extend the time for performance of any other obligation. EPA will notify Respondent in writing of the length of the extension, if any, for performance of the obligations affected by the force majeure event.

64. If EPA does not agree that the delay or anticipated delay has been or will be caused by a force majeure event, EPA will notify Respondent in writing of its decision.

65. If Respondent elects to invoke the dispute resolution procedures set forth in Section VIII, it shall do so no later than 15 after receipt of EPA's notice. In any such proceeding, Respondent shall have the burden of demonstrating by a preponderance of the evidence that the delay or anticipated delay has been or will be caused by a force majeure event, that the duration of the delay or the extension

sought was or will be warranted under the circumstances, that best efforts were exercised to avoid and mitigate the effects of the delay, and that Respondent complied with the requirements of Paragraph 59 above. If Respondent carries this burden, the delay at issue shall be deemed not to be a violation by Respondent of the affected obligation of this Agreement identified to EPA, and the relevant deadline shall be extended for such time as is necessary to complete the obligations affected by the force majeure event.

66. In the event that during the term of this Agreement there is a change in the statute or regulations that provide the underlying basis for this Agreement such that the Rawlins NGL Plant & Compressor Station would not otherwise be required to perform any of the obligations herein, or would have the option to undertake or demonstrate compliance in an alternative manner, Respondent may request in writing a modification to this Agreement reflecting the current state of the law, including current regulatory obligations. EPA's approval of such request for modification shall not be unreasonably withheld.

67. This Agreement applies to and is binding upon the Complainant and the Respondent. Successors and assigns of Respondent are also bound if they are owned, in whole or in part, directly or indirectly, or otherwise controlled by Respondent. Nothing in the previous sentence adversely affects any right of the EPA under applicable law to assert successor or assignee liability against Respondent's successor or assignee.

68. From the Effective Date of this Agreement until Termination (Section XII), Respondent must give written notice and a copy of this Agreement to any successors in interest or assignees prior to any transfer of ownership or control of any portion of or interest in the Rawlins NGL Plant & Compressor Station.

69. No transfer of ownership or operation of all or part of Rawlins NGL Plant & Compressor Station shall relieve Respondent of its obligation to ensure that the terms of this Agreement are implemented unless:

a. Respondent provides a copy of this Agreement to the proposed transferee and shall simultaneously provide written notice of the transfer, together with a copy of the proposed written transfer agreement, to Complainant in accordance with subparagraph 59.n(6);

b. The transferee agrees to undertake the obligations of this Agreement and to be bound by the terms thereof;

c. Complainant consents to relieve Respondent of its obligations of the Agreement, which consent shall not be unreasonably withheld;

d. The transferee undertakes the obligations of this Agreement and is bound by the terms thereof.

e. Upon receipt of a request by Respondent to transfer ownership or operation, Complainant shall have 60 calendar days to grant or deny the request. If Complainant denies the request to transfer ownership or operation, the Parties will follow the Dispute Resolution process set forth in Section VIII of this Agreement.

VIII. DISPUTE RESOLUTION

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

71. Informal Dispute Resolution. Any dispute subject to Dispute Resolution under this Agreement shall first be the subject of informal negotiations. The dispute shall be considered to have arisen when Respondent sends EPA a written Notice of Dispute. Such Notice of Dispute shall state clearly the matter in dispute. The period of informal negotiations shall not exceed 60 days from the date the dispute arises, unless that period is modified by written agreement. If the Parties cannot resolve a

dispute by informal negotiations, then the position advanced by EPA shall be considered binding unless, within 45 Days after the conclusion of the informal negotiation period, Respondent invokes formal dispute resolution procedures as set forth below.

72. Formal Dispute Resolution. Respondent shall invoke formal dispute resolution procedures, within the time period provided in the preceding Paragraph, by serving on EPA a written Statement of Position regarding the matter in dispute. The Statement of Position shall include, but need not be limited to, any factual data, analysis, or opinion supporting Respondent's position and any supporting documentation relied upon by Respondent.

73. EPA shall serve its Statement of Position within 45 Days of receipt of Respondent's Statement of Position. EPA's Statement of Position shall include, but need not be limited to, any factual data, analysis, or opinion supporting that position and any supporting documentation relied upon by EPA. EPA's Statement of Position shall be binding on Respondent, unless Respondent request alternative dispute resolution in accordance with the following Paragraph.

74. Respondent may request that EPA coordinate to designate a neutral party for dispute resolution consistent with 40 C.F.R. § 22.18(d). If the Parties cannot agree on a neutral party, the Respondent may move for the appointment of a neutral party to proceed with dispute resolution consistent with 40 C.F.R. § 22.18(d).

75. The invocation of dispute resolution procedures under this Section shall not, by itself, extend, postpone, or affect in any way any obligation of Respondent under this Agreement, unless and until final resolution of the dispute so provides. Stipulated penalties with respect to the disputed matter shall continue to accrue from the first day of noncompliance, but payment shall be stayed pending resolution of the dispute as provided in subparagraph 59.o (Stipulated Penalties). If Respondent does not prevail on the disputed issue, stipulated penalties shall be assessed and paid as provided in subparagraph 59.o.

IX MISCELLANEOUS

76. Notwithstanding any other provisions of this Agreement, Respondent may assert that any documentation provided pursuant to this Agreement contains confidential business information pursuant to 40 C.F.R. part 2. If Respondent fails to furnish a business confidentiality claim on any documentation provided, the EPA will construe such failure as a waiver of that claim, and the information may be made available to the public without further notice to the Respondent.

77. By signing this Agreement, the undersigned representative of Complainant and the undersigned representative of Respondent each certify that he or she is fully authorized to execute and enter into the terms and conditions of this Agreement and has the legal capacity to bind the party he or she represents to this Agreement.

78. By signing this Agreement, both parties agree that each party's obligations under this Agreement constitute sufficient consideration for the other party's obligations.

79. By signing this Agreement, Respondent certifies that the information it has supplied concerning this matter was at the time of submission true, accurate, and complete for each such submission, response, and statement. Respondent acknowledges that there are significant penalties for submitting false or misleading information, including the possibility of fines and imprisonment for knowing submission of such information, under 18 U.S.C. § 1001.

80. Except as qualified by Paragraph 58, each party shall bear its own attorney's fees, costs, and disbursements incurred in this proceeding.

X. EFFECT OF AGREEMENT

81. In accordance with 40 C.F.R. § 22.18(c), completion of the terms of this Agreement resolves Respondent's liability for federal civil penalties for the violations and facts specifically alleged above.

82. Penalties paid pursuant to this Agreement shall not be deductible for purposes of federal taxes.

83. This Agreement constitutes the entire agreement and understanding of the parties and supersedes any prior agreements or understandings, whether written or oral, among the parties with respect to the subject matter hereof.

84. The terms, conditions, and compliance requirements of this Agreement may not be modified or amended except upon the written agreement of all parties, and approval of the Regional Judicial Officer.

85. This Agreement may be signed in any number of counterparts, each of which will be deemed an original and, when taken together, constitute one agreement; the counterparts are binding on each of the parties individually as fully and completely as if the parties had signed on single instrument, so that the rights and liabilities of the parties will be unaffected by the failure of any of the undersigned to execute any or all of the counterparts; any signature page and any copy of a signed signature page may be detached from any counterpart and attached to any other counterpart of this Agreement.

86. Except as otherwise provided herein, any violation of this Agreement and subsequently issued final order approving this agreement may result in a civil judicial action for an injunction or civil penalties, or both, as provided in section 113(b)(2) of the Act, 42 U.S.C. § 7413(b)(2), as well as criminal sanctions as provided in section 113(c) of the Act, 42 U.S.C. § 7413(c). The EPA may use any information submitted under this Agreement in an administrative, civil judicial, or criminal action.

87. Nothing in this Agreement shall relieve Respondent of the duty to comply with all applicable provisions of the Act and other federal, state, or local laws or statutes, nor shall it restrict the EPA's authority to seek compliance with any applicable laws or regulations, nor shall it be construed to be a ruling on, or determination of, any issue related to any federal, state, or local permit.

88. Nothing herein shall be construed to limit the power of the EPA to undertake any action against the Respondent or any person in response to conditions that may present an imminent and substantial endangerment to the public health, welfare, or the environment.

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

89. For purposes of the identification requirement of Section 162(f)(2)(A)(ii) of the Internal Revenue Code, 26 U.S.C. § 162(f)(2)(A)(ii), performance of subparagraphs 59.a-n and Appendix A, is restitution or required to come into compliance with law.

XII. TERMINATION

90. Upon completion of all compliance requirements in Paragraph 59, or after five years from the Effective Date of this Agreement if the Rawlins NGL Plant does not Restart pursuant to subparagraph 59.b(1), Respondent shall provide a Statement of Completion certifying that Respondent has completed all compliance requirements pursuant to Paragraph 59 or that the Rawlins NGL Plant did not Restart pursuant to subparagraph 59.b(1). The Statement of Completion shall be submitted with the final status report described in subparagraph 59.n, if applicable.

91. After reviewing the Statement of Completion, EPA shall provide a Confirmation of Termination or notify Respondent of any outstanding compliance items.

XIII. EFFECTIVE DATE

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

The foregoing Combined Complaint and Consent Agreement In the Matter of Colorado Interstate Gas Company, LLC is hereby stipulated, agreed, and approved.

FOR RESPONDENT:

Signature _____ Date 4-27-18

Printed Name: CHRIS M. MEYER

Title: President

Address: 2 North Nevada Avenue, Colorado Springs, CO 80903

Respondent's Federal Tax Identification Number: 84-0173305

The foregoing Combined Complaint and Consent Agreement In the Matter of Colorado Interstate Gas Company, LLC is hereby stipulated, agreed, and approved.

FOR COMPLAINANT:

5/8/18
DATE

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

Appendix A – Permit Changes: Equipment for Removal Pursuant to Paragraph 59(a) of Combined Complaint and Consent Agreement In the Matter of Colorado Interstate Gas Company, LLC, Respondent

Source ID	Source Description
11-1A	White Superior 8GT825 Reciprocating Engine (propane compression)
11-1B	White Superior 8GT825 Reciprocating Engine (propane compression)
11-1D	White Superior 8GT825 Reciprocating Engine (propane compression)
11-1D	White Superior 8GT825 Reciprocating Engine (propane compression)
28-17	Firewater Pump Engine
20-1	Econotherm Process Furnace 35 MMBtu/hr
H-1	Heatec Process Furnace 15.3 MMBtu/hr
25-10	Glycol Regenerator 232 MMSCFD
X-33	Refuse Incinerator
20-2	Sivalls Salt Bath Heater 1.7 MMBtu/hr

CERTIFICATE OF SERVICE

The undersigned certifies that the original of the attached **COMBINED COMPLAINT AND CONSENT AGREEMENT and FINAL ORDER** in the matter of **COLORADO INTERSTATE GAS COMPANY, LLC; DOCKET NO.: CAA-08-2018-0007** was filed with the Regional Hearing Clerk on May 24, 2018.

Further, the undersigned certifies that a true and correct copy of the documents were emailed to, Jessica Portmess, Enforcement Attorney. True and correct copies of the aforementioned documents were placed in the United States mail certified/return receipt on May 24, 2018, to:

Respondent

Jennifer Biever
Legal Representative for Colorado Interstate Gas Company, LLC
1601 Wewatta Street, Suite 900
Denver, Colorado 80202

And emailed to:

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

May 24, 2018

Elizabeth Archer
Acting Regional Hearing Clerk