

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION III
BEFORE THE ADMINISTRATOR

In the Matter of:	:	
	:	Docket No. CAA-03-2016-0193
	:	
Dominion Transmission, Inc.	:	Proceeding under CAA Section 113(d)
925 White Oaks Boulevard	:	
Bridgeport, WV 26330	:	
	:	
Respondent.	:	
Hastings Extraction Plant	:	
Route 20	:	
Pine Grove, WV 26419	:	
	:	
Facility.	:	

RECEIVED
MAY 14 11:06
EPA REGION III
OFFICE OF THE ADMINISTRATOR
1000 MARKET STREET
PHILADELPHIA, PA 19104

CONSENT AGREEMENT

A. PRELIMINARY STATEMENT

1. This is an administrative penalty assessment proceeding brought under Section 113(d) of the Clean Air Act (the "Act" or "CAA"), 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 III (the "EPA"). On the EPA's behalf, the Director of the Air Protection Division for EPA is delegated the authority to settle civil administrative penalty proceedings under Section 113(d) of the Act.

3. Respondent is Dominion Transmission, Inc., a Delaware corporation now located at 925 White Oaks Boulevard, Bridgeport, WV, 26330, and doing business in the state of West Virginia.
4. Respondent is a “person” as defined in Section 302(e) of the Act, 42 U.S.C. § 7602(e), and within the meaning of Section 113(d) of the Act.
5. Complainant and Respondent, having agreed that settlement of this action is in the public interest, consent to the entry of this consent agreement (“Consent Agreement” or “Agreement”) and the attached final order (“Final Order” or “Order”) without adjudication of any issues of law or fact herein, and Respondent agrees to comply with the terms of this Consent Agreement and Final Order.

B. JURISDICTION

6. This Consent 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.
7. EPA and the United States Department of Justice jointly determined that although this matter involves alleged violations that occurred more than one year before the initiation of this proceeding, it is appropriate for an administrative penalty assessment. 42 U.S.C. § 7413(d).
8. The Regional Judicial Officer for EPA Region III is authorized to ratify this Consent Agreement which memorializes a settlement between Complainant and Respondent. 40 C.F.R. §§ 22.4(b) and 22.18(b).
9. The issuance of this Consent Agreement and attached Final Order simultaneously commences and concludes this proceeding. 40 C.F.R. § 22.13(b).

C. GOVERNING LAW

10. Pursuant to Section 111 of the CAA, 42 U.S.C. § 7411, EPA is required to determine categories of stationary sources which cause or contribute significantly to air pollution which may endanger public health and welfare, and propose standards of performance for the control of air pollution from new sources in that category (new source performance standards).
11. In accordance with Section 111 of the CAA, in 1985 EPA promulgated 40 C.F.R. Part 60, Subpart KKK, which provides new source performance standards for onshore natural gas processing plants at which construction, reconstruction, or modification commenced after January 20, 1984 and on or before August 23, 2011. *See* 40 C.F.R. §§ 60.630 – 60.636. Subpart KKK regulates leaks from equipment in VOC service at onshore natural gas processing plants.
12. “Natural gas processing plant” is defined as 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. 40 C.F.R. § 60.631.
13. “Process unit” is defined as equipment assembled for the extraction of natural gas liquids from field gas, the fractionation of the liquids into natural gas products, or other operations associated with the processing of natural gas products. A process unit can operate independently if supplied with sufficient feed or raw materials and sufficient storage for the products. 40 C.F.R. § 60.631.
14. “Equipment” is defined as each pump, pressure relief device, open-ended valve or line, valve, compressor, and flange or other connector that is in VOC service or in wet gas service, and any device or system required by Subpart KKK. 40 C.F.R. § 60.631.

15. Pursuant to 40 C.F.R. § 60.630(a)(3), an affected facility is the group of all equipment except compressors within a process unit.
16. Pursuant to 40 C.F.R. § 60.632, owners and operators of affected facilities subject to Subpart KKK are required to comply with the requirements of 40 C.F.R. §§ 60.482-1 (a), (b), and (d) and 60.482-2 through 60.482-10, except as provided in 40 C.F.R. § 60.633, as soon as practicable, but no later than 180 days after initial startup.
17. Pursuant to 40 C.F.R. § 60.632, each owner or operator is required to demonstrate compliance with 40 C.F.R. §§ 60.482-1 (a), (b), and (d) and 60.482-2 through 60.482-10, except as provided in 40 C.F.R. § 60.633, within 180 days after initial startup. 40 C.F.R. §§ 60.482-1 and 60.482-2 through 60.482-10 include standards of performance for equipment leaks for equipment including, but not limited to, leak detection and repair requirements (“LDAR”).
18. Pursuant to 40 C.F.R. § 60.632(f), each piece of equipment is presumed to be in VOC service or in wet gas service unless an owner or operator demonstrates that the equipment is not in VOC service or in wet gas service. For equipment to be considered in wet gas service, it must be determined that it contains or contacts the field gas before the extraction step in the process.

D. STIPULATED FACTS

19. At all times relevant to this matter, Respondent has owned and operated a facility known as the Hastings Extraction Plant (“Hastings Plant”) which is engaged in the extraction of natural gas liquids from field gas and the fractionation of mixed natural gas liquids to natural gas products, and is therefore a “natural gas processing plant” as defined in 40 C.F.R. § 60.631. The Hastings Plant is located in West Virginia and is therefore an “onshore” natural gas processing plant as defined by 40 C.F.R. § 60.631.
20. At the Hasting Plant, the gas inlet area (i.e., the slug catcher area and Hastings Electric Compressor Station), the absorber pump seal pot area, and the liquid return line from the vapor recovery unit (“VRU”) are part of operations associated with the processing of natural gas products. As such, the gas inlet area, the absorber pump seal pot area, and the liquid return line from the VRU are part of the process unit and all equipment at these areas are part of the “affected facility” for Subpart KKK.
21. Respondent conducted a modification at the Hastings Plant on or around September 25, 2003, and therefore the Hastings Plant became subject to Subpart KKK at that time.
22. Therefore, Respondent is, and has been at all relevant times herein, subject to the requirements at 40 C.F.R. §§ 60.482-1(a), (b) and (d) and 60.482-2 through 60.482-10 for the group of equipment at the gas inlet area, the absorber pump seal pot area, and the liquid return line from the VRU. 40 C.F.R. §§ 60.630(a)(3) and 60.632(a).
23. At the Hastings Plant, the gas inlet area, the absorber pump seal pot area, and the liquid return line from the VRU include equipment subject to 40 C.F.R. §§ 60.482-2

through 60.482-10, including, but not limited to, valves, pumps, and/or pressure relief devices, because the equipment is part of the affected facility, presumed to be in VOC service, and is part of the process unit. 40 C.F.R. § 60.631 (definition of “equipment”).

24. At all times relevant to this matter, Respondent has owned and operated a natural gas products loading facility, called the Galmish Facility, which is approximately 1.8 miles away from the Hastings Plant. The Galmish Facility receives, via pipelines, several natural gas products produced at the Hastings Plant (propane, butanes, natural gasoline) and loads these products into trains or trucks for delivery to product users.
25. The Hastings Plant and the Galmish Facility are covered under one Title V permit issued to the facilities on November 22, 2011, by West Virginia DEP, permit R30-10300009-2011 (permit 9). On May 19, 2016, Respondent submitted a Title V permit renewal application to West Virginia DEP.
26. On March 26 to 28, 2013, EPA conducted an inspection of the Hastings Plant and the Galmish Facility (the “Inspection”).

E. ALLEGED VIOLATIONS OF LAW

27. At the time of the Inspection, Respondent was not conducting any required LDAR monitoring pursuant to 40 C.F.R. §§ 60.482-1(a), (b), (d) and 60.482-2 through 60.482-10 at the gas inlet area, absorber pump seal pot area, or on the liquid return line from the VRU.
28. At the time of the Inspection and based upon a review of records provided by the Respondent, EPA determined that since September 2009 the equipment at the gas inlet

area, the absorber pump seal pot area, and, since September 2012, the liquid return line from the VRU were not included in the Hastings Plant's LDAR monitoring program and Respondent had no records related to LDAR monitoring for equipment at those locations as required by 40 C.F.R. §§ 60.482-2 through 60.482-10.

29. At the time of the Inspection, EPA observed several hydrocarbon leaks through the use of a Forward Looking Infrared ("FLIR") Camera, Model GF-320, and subsequently detected several leaks of hydrocarbons in excess of levels in 40 CFR §§ 60.482-2 through 60.482-10 from the equipment at the gas inlet area with the use of a Toxic Vapor Analyzer ("TVA").
30. At the time of the Inspection, EPA observed through the use of a FLIR Camera a hydrocarbon leak and subsequently detected with the use of a TVA a leak of greater than 10,000 parts per million of VOCs from the absorber pump seal pot area.
31. Therefore, since September 2009, Respondent has violated Subpart KKK, including 40 C.F.R. § 60.632(a), by failing to comply with 40 C.F.R. §§ 60.482-2 through 60.482-10 by failing to conduct required LDAR monitoring for equipment at the gas inlet area, the absorber pump seal pot area, and since September 2012, the liquid return line from the VRU.

F. TERMS OF CONSENT AGREEMENT

32. 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 Consent Agreement;
- (b) Admits the facts stipulated in Section D, and neither admits nor denies the facts alleged in Section E;
- (c) Consents to the assessment of a civil penalty as stated below;
- (d) Consents to the issuance of the Final Order;
- (e) Consents to the conditions specified in Paragraphs 36 - 39 of this Consent Agreement;
- (f) Waives any right to contest the alleged violations of law set forth in Section E of this Consent Agreement; and
- (g) Waives its rights to appeal the Final Order accompanying this Consent Agreement.

33. For the purpose of this proceeding, Respondent:

- (a) Agrees that this Consent Agreement states a claim upon which relief may be granted against Respondent;
- (b) Acknowledges that this Consent 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 Respondent may have with respect to

any issue of fact or law set forth in this Order, including any right of judicial review under Section 307(b)(1) of the Act, 42 U.S.C. § 7607(b)(1);

- (d) Consents to personal jurisdiction in any action to enforce this Consent Agreement or Order, or both, in the United States District Court for the Northern District of West Virginia; 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 Consent Agreement or Order, or both, and to seek an additional penalty for such noncompliance, and agrees that federal law shall govern in any such civil action.

34. Penalty Payment. The settlement penalty amount of \$ 98,000 is based upon Complainant's consideration of and application of the statutory penalty factors set forth in Section 113(e) of the Act, 42 U.S.C. § 7413(e), which include the size of the business, economic impact of the penalty, the violator's full compliance history and good faith efforts to comply, the duration of the violation as established by any credible evidence, the economic benefit of noncompliance, the payment of penalties previously assessed for same violation, the seriousness of violation and such other matters as justice may require, and EPA's Clean Air Act Stationary Source Civil Penalty Policy (dated October 25, 1991), as indexed for inflation in keeping with 40 C.F.R. Part 19 (Adjustment to Civil Monetary Penalties for Inflation). Respondent agrees to:

- (a) Pay the civil penalty of \$ 98,000 ("EPA Penalty") within 30 calendar days of the Effective Date of this Consent Agreement.

- (b) Pay the EPA Penalty using any method, or combination of methods, provided on the website <http://www2.epa.gov/financial/additional-instructions-making-payments-epa>, and identifying each and every payment with “Docket No. CAA-03-2016-0193. Within 24 hours of payment of the EPA Penalty, send proof of payment to Bowen Hosford, Environmental Scientist, at U.S. Environmental Protection Agency, Region 3, Air Protection Division (3AP20), 1650 Arch Street, Philadelphia, PA 19103-2029; and to hosford.chip@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, in the amount due, and identified with “Docket No. CAA-03-2016-0193”.

35. If Respondent fails to timely pay any portion of the EPA Penalty assessed under this Consent 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 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 (ii) 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.

36. Conditions. As a condition of settlement, Respondent certifies that it will make, or has made, the following changes to its LDAR program under 40 C.F.R. Part 60, Subpart KKK, within 60 days of the Effective Date of this Order:

- a. Respondent has added the covered components in the absorber pump seal pot area, the gas inlet area, and the liquids return line area from the VRU, to the equipment which must be monitored under the Respondent's LDAR program requirements pursuant to 40 C.F.R. Part 60, Subpart KKK and will follow the requirements set forth in 40 C.F.R. §§ 60.482-1(a), (b), and (d), 60-482-2 through 60.482-10, 60.485, except as provided in 60.633, and 60.635.
- b. The gas inlet and liquids return line areas have been included in the R13 and Title V revision application submitted to WVDEP on August 19, 2015.
- c. No later than 90 days after the Effective Date of this Order, Respondent shall : (i) revise its LDAR Compliance Manual for the Hastings Plant to include the absorber pump seal pot area, the gas inlet area, and the liquid return line area from the VRU; (ii) update its tracking program (e.g. Management of Change) to ensure that new components added to the Hastings Plant, gas inlet area, and liquid return line are integrated into the LDAR program described in (i) and that components

- taken out of service are removed from the LDAR program; (iii) update the roles and responsibilities of all employee and contractor personnel assigned to this LDAR program, and (iv) ensure the number of personnel dedicated to this LDAR program is sufficient to satisfy the program's requirements.
- d. Following the revision described above, Respondent shall provide EPA with a courtesy copy of its Leak Detection and Repair (LDAR) Compliance Manual for the Hastings Plant.
- e. No later than 180 days after the Effective Date of this Order, Dominion must conduct and complete a third-party LDAR audit of the Hastings Plant, the gas inlet areas, and the liquid return line. The audit shall include:
- i. Reviewing compliance with all applicable LDAR regulations, including:
 - a) Verifying that equipment was monitored at the appropriate frequency;
 - b) Verifying that proper documentation and sign-offs have been recorded for all equipment placed on the delay of repair list;
 - c) Ensuring that repairs were performed in the required periods;
 - d) Reviewing monitoring data and equipment counts (e.g. number of pieces of equipment monitored per day) for feasibility and unusual trends;
 - e) Verifying that proper calibration records and monitoring instrument maintenance information are maintained;

- f) Verifying that other LDAR program records are maintained as required.
 - ii. Reviewing whether any pieces of equipment that are required to be in the LDAR program are not included, and;
 - iii. “comparative monitoring” as described in the paragraph below.
- f. Comparative monitoring. Comparative monitoring conducted during the LDAR audit required by the paragraph above shall be undertaken as follows:
 - i. Calculating a Comparative Monitoring Audit Leak Percentage. Equipment shall be monitored to calculate a leak percentage for the Hastings plant (but not the gas inlet area) broken down by equipment type (*i.e.*, valves, pumps, agitators, and connectors). The monitoring that takes place during the audit shall be called “Comparative Monitoring” and the leak percentages derived from the Comparative Monitoring shall be called the “Comparative Monitoring Audit Leak Percentages.” During Comparative Monitoring, Dominion shall not be required to monitor every component in the Hastings Plant.
 - ii. Calculating the Historic, Average Leak Percentage from Prior Periodic Monitoring Events. The historic, average leak percentage from prior periodic monitoring events, broken down by equipment type (*i.e.*, valves (excluding pressure relief devices), pumps, agitators, and connectors) shall be calculated. The following number of complete monitoring periods immediately preceding the Comparative Monitoring shall be used for this purpose; Valves – four periods; pumps and agitators – twelve periods; and connectors – two periods.

- iii. Calculating the Comparative Monitoring Leak Ratio (“CMLR”). For each type of equipment, Dominion will calculate the CMLR using the following equation:

$$\text{CMLR} = \frac{\text{Comparative Monitoring Audit Leak Percentage (f.i.)}}{\text{Historic, Average Leak Percentage (f.ii)}}$$

If the denominator in this calculation is “zero,” it shall be assumed (for purposes of this calculation, but not for any other purpose under this Order or under any applicable laws and regulations) that one leaking piece of equipment was found in the Unit through routine monitoring during the 12-month period before the Comparative Monitoring.

- g. Corrective Action Plan (“CAP”)
- i. Requirements of a CAP. By no later than 30 days after the LDAR audit completion date, Dominion shall develop a preliminary CAP if:
- a. the results of the LDAR audit identifies any deficiencies; or
 - b. a Comparative Monitoring Leak Ratio calculated pursuant to Subparagraph f.iii is 3.0 or higher *and* the Comparative Monitoring Audit Leak Percentage calculated pursuant to Subparagraph f.i. is greater than or equal to 0.5 percent. The preliminary CAP shall describe the actions that Dominion has taken or shall take to address:
 1. the deficiencies and/or
 2. 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). Dominion shall include a schedule for completing corrective actions that have been started. Dominion shall complete each corrective action item within 90 days after the LDAR audit completion date. If any action is not completed or not expected to be completed within 90 days after the LDAR audit completion date, Dominion shall explain the reasons and propose a schedule for prompt completion in the final CAP.

- h. Submission of the Final CAP to EPA. By no later than 120 days after the LDAR audit completion date, Dominion shall submit the final 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 the LDAR audit completion date, Dominion shall explain the reasons, together with a proposed schedule for prompt completion. Dominion shall submit a supplemental certification of completion by no later than 30 days after completing all corrective actions.

37. Additional Conditions (Mitigation). As a condition of settlement, Respondent agrees to the following mitigation actions, for a period of three (3) years from the Effective Date of this CAFO:

- a. Within 90 days of the effective date of this Order, Respondent shall develop and begin implementing an LDAR program for the Galmish Facility which identifies the LDAR practices to be followed at the Galmish Facility for such covered equipment, as follows:
 1. identify each piece of equipment, as set forth in 40 CFR §§ 60.482-2 through 60.482-10 (pumps, compressors, pressure relief devices, etc.), at the Galmish Facility which will be monitored as part of this paragraph,
 2. identify the corresponding leak standard, as set forth in 40 CFR §§ 60.482-2 through 60.482-10, which will be applied at each piece of Galmish Facility equipment monitored under subparagraph 37.a.1 above,
 3. identify the monitoring frequency for each piece of equipment, as prescribed in 40 CFR §§ 60.482-2 through 60.482-10,
 4. if a leak is found, identify the time period for attempting a first repair of the equipment leak, the time period for follow-up leak detection monitoring, and the time period by which final repair shall be completed, as prescribed in 40 CFR §§ 60.482-2 through 60.482-10,
 5. for each piece of equipment monitored, specify the LDAR monitoring equipment or method to be used, the protocol for operating such monitoring equipment, and the prescribed retention of monitoring results, as prescribed in 40 CFR §§ 60.482-2 through 60.482-10, and
 6. record-keeping requirements adequate to show compliance with this 3-year LDAR program.

38. Additional Conditions (Reporting). As a condition of settlement, Respondent agrees to the following reporting requirements, for a period of three (3) years from the Effective Date of this CAFO:

- a. Within sixty (60) calendar days after the end of each calendar year after the Effective Date of this CAFO, Respondent shall submit a report for the preceding year that shall include: (1) a discussion of Respondent's progress in satisfying its obligations in connection with the compliance requirements provided for in Paragraphs 34 through 37 of this Consent Agreement; (2) any problems encountered or anticipated in complying with the compliance requirements contained in this Consent Agreement, together with implemented or proposed solutions; and (3) the status of the Title V permit renewal application submitted to WVDEP on May 19, 2016.
- b. At Respondent's discretion, the final yearly report may include a request that EPA promptly assess whether Respondent has satisfactorily completed the mitigation project described in paragraph 37 above. If EPA determines that the mitigation project was satisfactorily completed, EPA shall notify Respondent of its determination in writing.
- c. These yearly reports shall be in addition to any other reporting requirements set forth in applicable regulations or Respondent's title V permit.

39. All written reports shall be submitted to Bowen Hosford, Environmental Specialist, at U.S. Environmental Protection Agency, Region 3, Air Protection Division (3AP20), 1650 Arch Street, Philadelphia, PA 19103-2029 and to hosford.chip@epa.gov.

- a. Each report submitted by Respondent under this Section shall be signed by an official of the submitting party and include 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. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

This certification requirement does not apply to emergency, oral notifications, or similar notifications where compliance would be impractical.

G. EFFECT OF CONSENT AGREEMENT AND ATTACHED FINAL ORDER

40. In accordance with 40 C.F.R § 22.18(c), the Consent Agreement and Final Order resolves only Respondent's liability for federal civil penalties for the facts and violations alleged in Section E of this Consent Agreement.

41. Complainant covenants not to sue Respondent for injunctive or other equitable relief for the violations and facts alleged in this matter, but such covenant automatically terminates if and when Respondent fails to timely and satisfactorily complete every condition stated in Paragraphs 34 through 39. If and when such covenant terminates,

the Complainant at its election may seek to compel performance of the conditions stated in Paragraphs 34 through 39 in a civil judicial action under the CAA or as a matter of contract. The covenant not to sue becomes permanent upon satisfactory performance of the conditions stated in Paragraphs 34 through 39.

42. The reporting requirements of this Consent Agreement do not relieve Respondent of any reporting obligations required by the Clean Air Act or implementing regulations, or by any other federal, state or local law, regulation, permit, or other requirement.
43. Any information provided pursuant to this Consent Agreement may be used by the Complainant in any proceeding to enforce the provisions of this Consent Agreement and as otherwise permitted by law.
44. Respondent agrees that the time period from the Effective Date of this Consent Agreement until all of the conditions specified in Paragraphs 34 through 39 are completed (the "Tolling Period") shall not be included in computing the running of any statute of limitations potentially applicable to any action brought by Complainant on any claims (the "Tolled Claims") set forth in Section E of this Consent Agreement. Respondent shall not assert, plead, or raise in any fashion, whether by answer, motion or otherwise, any defense of laches, estoppel, or waiver, or other similar equitable defense based on the running of any statute of limitations or the passage of time during the Tolling Period in any action brought on the Tolled Claims.
45. The provisions of this Consent Agreement shall apply to and be binding upon Respondent and its officers, directors, employees, agents, trustees, servants, authorized

representatives, successors, and assigns. From the Effective Date of this Consent Agreement and attached Final Order until the end of the Tolling Period, as set out in Paragraph 45, Respondent must give written notice and a copy of this Consent Agreement to any successors in interest prior to any transfer of ownership or control of any portion of or interest in the Facility. Simultaneously with such notice, Respondent shall provide written notice of such transfer, assignment, or delegation to the EPA. In the event of any such transfer, assignment, or delegation, Respondent shall not be released from the obligations or liabilities of this Consent Agreement unless the EPA has provided written approval of the release of said obligations or liabilities.

46. By signing this Consent Agreement, Respondent acknowledges that this CAFO will be available to the public and agrees that this Consent Agreement does not contain any confidential business information or personally identifiable information.
47. By signing this Consent 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 Consent Agreement and has the legal capacity to bind the party he or she represents to this Consent Agreement.
48. By signing this Consent Agreement, both parties agree that each party's obligations under this Consent Agreement and attached Final Order constitute sufficient consideration for the other party's obligations. Additionally, both parties agree that Complainant's covenant not to sue Respondent during the time period between the issuance of the attached Final Order and the deadline for Respondent to complete the

non-penalty conditions of the Consent Agreement constitutes sufficient consideration for Respondent's obligation to completely perform the non-penalty conditions of this Consent Agreement as stated in Paragraphs 37 through 40 regardless of whether the covenant not to sue subsequently terminates.

49. By signing this Consent 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.
50. Except as qualified by Paragraph 35, each party shall bear its own attorney's fees, costs, and disbursements incurred in this proceeding.
51. Penalties paid pursuant to this Consent Agreement shall not be deductible for purposes of federal taxes.
52. This Consent 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.
53. The terms, conditions, and additional conditions of this Consent Agreement may not be modified or amended except upon the written agreement of Respondent and the Regional Administrator of EPA Region III.

54. Any violation of this Consent Agreement may result in a civil judicial action for an injunction or civil penalties of up to \$37,500 per day per violation, 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 Order in an administrative, civil judicial, or criminal action.
55. Nothing in this Consent 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.
56. Nothing herein shall be construed to limit the power of the EPA to undertake any action against Respondent or any person in response to conditions that may present an imminent and substantial endangerment to the public health, welfare, or the environment.

H. EFFECTIVE DATE

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

The foregoing Consent Agreement *In the Matter of Dominion Transmission, Inc.*, Docket No. CAA-03-2016-0193, is Hereby Stipulated, Agreed, and Approved for Entry.

FOR RESPONDENT:
Dominion Transmission, Inc.

Brian C. Sheppard
Name Brian C. Sheppard

07-29-2016
Date

Printed Name: Brian C. Sheppard

Title: Vice President – Pipeline Operations

Address: 925 White Oaks Boulevard, Bridgeport, WV 26330

Respondent's Federal Tax Identification Number: 55-0629203

The foregoing Consent Agreement *In the Matter of Dominion Transmission, Inc.*, Docket No. CAA-03-2016-0193, is Hereby Stipulated, Agreed, and Approved for Entry.

FOR COMPLAINANT:

9/16/16
DATE

Douglas J. Snyder
Douglas J. Snyder
Assistant Regional Counsel
U.S. EPA, Region III

9/12/16
DATE

Mary B. Coe
Mary B. Coe
Regional Counsel
U.S. EPA, Region III

Accordingly, the Air Protection Division, United States Environmental Protection Agency, Region III, recommends that the Regional Administrator of EPA Region III or his designee, the Regional Judicial Officer, ratify this Consent Agreement and issue the accompanying Final Order (CAA-03-2016-0193). The amount of the recommended civil penalty assessment is \$98,000.00

9/13/2016
DATE

David Arnold for
Cristina Fernandez, Division Director
EPA Region III Air Protection Division
1650 Arch Street, Philadelphia, PA 19103

**UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION III
BEFORE THE ADMINISTRATOR**

In the Matter of:	:	
	:	Docket No. CAA-03-2016-0193
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Dominion Transmission, Inc.	:	Proceeding under CAA Section 113(d)
925 White Oaks Boulevard	:	
Bridgeport, WV 26330	:	
Respondent.	:	
Hastings Extraction Plant	:	
Route 20	:	
Pine Grove, WV 26419	:	
Facility.	:	

FINAL ORDER

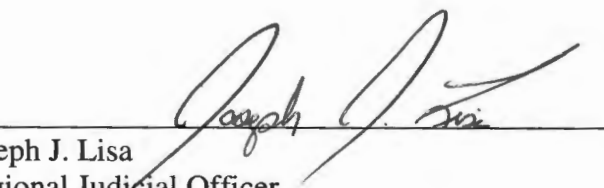
Complainant, the Division Director of the Air Protection Division, U.S. Environmental Protection Agency, Region III, and Respondent Dominion Transmission, Inc. have executed a document entitled "Consent Agreement," which I hereby ratify as a Consent Agreement in accordance with the Consolidated Rules of Practice Governing the Administrative Assessment of Civil Penalties and the Revocation/Termination or Suspension of Permits ("Consolidated Rules of Practice"), 40 C.F.R. Part 22 (with specific reference to Sections 22.1(a)(2), 22.13(b) and 22.18(b)(2) and (3)). The terms of the foregoing Consent Agreement are accepted by the undersigned and incorporated into this Final Order as if fully set forth at length herein.

Based on the representations of the parties in the attached Consent Agreement, the penalty agreed to therein is based upon consideration of, *inter alia*, EPA's Clean Air Act Stationary Source Civil Penalty Policy (dated October 25, 1991), and the statutory factors set forth in Section 113(e) of the CAA, 42 U.S.C. § 7413(e).

NOW, THEREFORE, PURSUANT TO Section 113(d) of the CAA, 42 U.S.C. §7413(d), and Section 22.18(b)(3) of the Consolidated Rules of Practice, **IT IS HEREBY ORDERED** that Respondent pay a civil penalty in the amount of **Ninety Eight Thousand Dollars** (\$98,000), plus any applicable interest, in accordance with the payment provisions set forth in the Consent Agreement, and comply with the terms and conditions of the Consent Agreement.

The effective date of the foregoing Consent Agreement and this Final Order, is the date on which this Final Order is filed with the Regional Hearing Clerk.

Date: Sept. 14, 2016



Joseph J. Lisa
Regional Judicial Officer
U.S. EPA, Region III

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CERTIFICATE OF SERVICE

I certify that the signed original of the foregoing "Consent Agreement" and "Final Order," in the *Matter of Dominion Transmission, Inc.*, Docket No. CAA-03-2016-0193, was on the date shown below filed with the Regional Hearing Clerk of EPA Region 3, and that a true and correct copy was mailed to the parties shown below at the address shown below by the method shown below.

VIA FIRST CLASS MAIL, Return Receipt Requested:

Daniel Siegfried, Esq.
Counsel for Dominion Transmission, Inc.
Senior Counsel
Dominion Resources Services, Inc.
120 Tredegar Street, Riverside 2
Richmond, VA 23219-4306

9/14/16
DATE

Douglas J. Snyder
Douglas Snyder
Assistant Regional Counsel
U.S. EPA, Region III
1650 Arch Street (3RC10)
Philadelphia, PA 19103

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