

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY REGION 8

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http://www.epa.gov/region08

DOCKET NO	O.: CAA-08-2020-0008	3:11 PM
IN THE MATTER OF:)	Received by
) EINAL ODDER	EPA Region VIII
ENERPLUS RESOURCES (USA) CORPORATION) FINAL ORDER	Hearing Clerk
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)	
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 The Final Order issued August 13, 2020, containing a typographical error, is hereby rescinded.

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 17TH DAY OF AUGUST, 2020.

KATHERIN HALL Digitally signed by KATHERIN HALL Date: 2020.08.17 14:38:17 -06'00'

Katherin Hall Regional Judicial Officer

Received by

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY REGION 8

EPA Region VIII Hearing Clerk

IN THE MATTER OF:)	Docket No. CAA-08-2020-0008
ENERPLUS RESOURCES (USA) CORPORATION 950 17 th Street, Suite 2200)))	Docket No.
Denver, Colorado 80202)	
Respondent.)))	
))	CONSENT AGREEMENT

I. PRELIMINARY STATEMENT

- 1. This is an administrative penalty assessment proceeding brought under section 113(d) of the Clean Air Act ("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 U.S. Environmental Protection Agency, Region 8 ("EPA"). On the EPA's behalf, the Director of the Enforcement and Compliance Assurance Division is delegated the authority to settle civil administrative penalty proceedings under section 113(d) of the Act.
- 3. Respondent, Enerplus Resources (USA) Corporation ("Enerplus"), is a corporation doing business in the State of North Dakota and on the Fort Berthold Indian Reservation ("FBIR"). Respondent is a "person" as defined in section 302(e) of the Act, 42 U.S.C. § 7602(e).
- 4. Complainant and Respondent, (together, the "Parties") 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 entry of a final order ("Final Order") without adjudication of any issues of law or fact herein, and Respondent agrees to comply with the terms of this Consent Agreement and the Final Order issued by the Regional Judicial Officer ("RJO") approving this Consent Agreement.
- 5. The Parties consent to service of the Final Order by e-mail at the following valid e-mail addresses: dean.abigail@epa.gov (for Complainant), and NFisher@enerplus.com (for Respondent).

II. 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. The alleged violations in this Consent Agreement are pursuant to section 113(a)(3)(A) of the Act.
- 7. The EPA and the United States Department of Justice jointly 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 penalty assessment and conditions of settlement. 42 U.S.C. § 7413(d); 40 C.F.R. § 19.4.
- 8. In satisfaction of the requirement in section 113(a)(4) of the Act, 42 U.S.C. § 7413(a)(4), the EPA provided Respondent an opportunity to confer regarding the violations alleged in this Agreement, and meetings regarding those issues subsequently took place.
- 9. The EPA Region 8 RJO is authorized to ratify this Consent Agreement which memorializes a settlement between Complainant and Respondent in a Final Order. 40 C.F.R. § 22.4, 22.18(b).
- 10. This Consent Agreement, upon incorporation into a Final Order by the RJO and full satisfaction by the Parties, simultaneously commences and concludes this proceeding. 40 C.F.R. § 22.13(b).

III. <u>DEFINITIONS</u>

- 11. "Active Use" means a Tank System is connected to one or more Active Wells. For a Tank System to be deemed "not in Active Use" under this Consent Agreement, it must not be reasonably capable of receiving production from any and all Active Wells at the Well Pad(s) and the liquids in each of the Storage Tanks must have been drawn down to the load lines.
- 12. "Active Well" means a well in which the completion interval is capable of producing hydrocarbons through the wellhead and where the well is currently in operation or may be restored to operation by opening valves or by energizing equipment involved in operating the well.
- 13. "Appendix B" means the listed Traditional Thief Hatch Systems that will be retrofitted to Lock Down Thief Hatch Systems.
- 14. "AVO" means audio, visual, olfactory.
- 15. "Business Day" means Monday through Friday, with the exception of federal holidays. In computing any period of time under this Agreement expressed in Business Days, where the last day would fall on a Saturday, Sunday, or federal holiday, the period shall run until 11:59 p.m. Mountain Time of the next Business Day.
- 16. "Calendar Day" means any of the seven days of the week. In computing any period of time under this Agreement expressed in Calendar Days (as opposed to Business Days), where the

- last Calendar Day would fall on a Saturday, Sunday, or federal holiday, the period shall not be extended to the next Business Day.
- 17. "Effective Date" shall have the definition provided in section X (Effective Date) of this Agreement.
- 18. "Heater-Treater" means a unit that heats the reservoir fluid to break oil/water emulsions and to reduce the oil viscosity. The water is then typically removed by using gravity to allow the water to separate from the oil.
- 19. "IR Camera Inspection" means an inspection of a Vapor Control System using an optical gas imaging infrared camera designed for and capable of detecting hydrocarbon and volatile organic compound ("VOC") emissions, conducted by trained personnel who maintain proficiency through regular use of the optical gas imaging infrared camera.
- 20. "Lock Down Thief Hatch System" means a Tank System that uses an Enardo Model 1000 Lock Down Hatch, similarly functioned hatch, or blind flange installed on the typical thief hatch opening on oil and gas storage vessels. In addition, the system will function with one or more pallet-weighted vacuum relief valves and one or more pallet-weighted pressure relief valves. On the date that a Traditional Thief Hatch System is fully retrofitted with an operating Lock Down Thief Hatch System pursuant to paragraph 72, the requirements of this Agreement applicable to a Lock Down Thief Hatch System will apply to that system.
- 21. "Malfunction" means any sudden, infrequent, and not reasonably preventable failure of air pollution control equipment, process equipment, or a process to operate in a normal or usual manner. Failures that are caused in part by poor maintenance or careless operation are not malfunctions.
- 22. "MHA Nation" means the Three Affiliated Tribes of the Mandan, Hidatsa and Arikara Nation, a federally recognized Indian tribe.
- 23. "Normal Operations" mean all periods of operation, excluding Malfunctions. For Storage Tanks at Well Pads, Normal Operations include, but are not limited to, liquid dumps from a Separator or Heater-Treater.
- 24. "Post-Repair IR Camera Inspection" means an IR Camera Inspection conducted following the observance of Reliable Information and the performance of corrective action to confirm the repair, replacement, etc. resulted in no further emissions.
- 25. "Produced Oil" means oil that is separated from extracted reservoir fluids during Production Operations.
- 26. "Produced Water" means water that is separated from extracted reservoir fluids during Production Operations.
- 27. "Production Operations" mean the extraction, separation using Separators and/or Heater-Treaters, and temporary storage of reservoir fluids from an oil and natural gas well at a Well Pad.

- 28. "Reliable Information" means any observance or detection of VOC emissions either: 1) from a Storage Tank opening (e.g., pressure relief device ("PRD")/thief hatch), except during gauging or maintenance; or 2) from a combustion device used in a Vapor Control System without flame presence indicating combustion. Reliable Information must be observed or detected: 1) using an optical gas imaging infrared camera, EPA Method 21 monitoring, or AVO inspection; and 2) by the EPA, Respondent's employees, or Respondent's contractors trained to conduct inspections for emissions. For purposes of this Agreement only, evidence of past surface staining alone shall not be considered Reliable Information. As to combustion devices used in a Vapor Control System, Reliable Information shall also include any observance or detection of Visible Smoke Emissions or no pilot light present by the EPA, Respondent's employees or Respondent's contractors.
- 29. "Semi-Annual Report" means the report to be submitted every six months during the duration of this Agreement. The Semi-Annual Report will include the records required under subparagraphs 71.a.iv. The first report, which shall document activities over the first six months of the Respondent's Directed Inspection and Preventative Maintenance ("DI/PM") Program shall be submitted no later than 240 days after commencement of the DI/PM Program. Respondent shall submit the second report, documenting compliance over the next six months, no later than six months after its first report is due. Respondent shall thereafter continue to submit the Semi-Annual Reports on a rolling six-month basis until termination of the Agreement. The Semi-Annual Reports will be submitted to:

Alexis North U.S. Environmental Protection Agency, (8ENF-AT) 1595 Wynkoop Street Denver, Colorado 80202 North.Alexis@epa.gov

- 30. "Separator" means a pressurized vessel designed to separate reservoir fluids into their constituent components of oil, natural gas, and water.
- 31. "Storage Tank" means a unit that is constructed primarily of non-earthen materials (such as steel, fiberglass, or plastic) which provides structural support and is designed to contain an accumulation of produced reservoir fluids (e.g., Produced Oil or Produced Water).
- 32. "Tank System" means one or more Storage Tanks, with at least one Produced Oil Storage Tank, that share a common Vapor Control System. The "Tank Systems" that are subject to this Consent Agreement are listed in Appendix A, which lists all Tank Systems on Well Pads owned or operated by Respondent located on the FBIR as of the Effective Date.
- 33. "Traditional Thief Hatch System" means Tank Systems with spring-weighted thief hatches.
- 34. "Trigger Point" means the lowest set point of any device designed to relieve pressure from a Tank System minus two ounces. Set point refers to the pressure (in ounces) at which a device is designed to relieve pressure.

- 35. "Vapor Control System" or "VCS" means the system used to contain, convey, and control vapors from one or more Storage Tank(s) (including flashing, working, breathing, and standing losses), as well as any natural gas carry-through to Storage Tanks. A Vapor Control System includes a Tank System, piping to convey vapors from a Tank System to a combustion device and/or vapor recovery unit, fittings, connectors, liquid knockout vessels or vapor control piping, openings on Storage Tanks (such as thief hatches and any other PRDs) emission control devices.
- 36. "VCS Root Cause Analysis" means an assessment conducted through a process of investigation to determine the primary cause and contributing cause(s), if any, of VOC emissions from a Vapor Control System.
- 37. "Visible Smoke Emissions" mean pollutants generated by thermal oxidation in a flare or enclosed combustor and occurring immediately downstream of the flame. Visible Smoke occurring within, but not downstream, of the flame, is not considered to constitute Visible Smoke Emissions.
- 38. "VOC" or "VOCs" means volatile organic compounds as defined in 40 C.F.R. § 60.2.
- 39. "Well Pad" means a property with one or more Storage Tank(s) capable of receiving Produced Oil from Production Operations. The Well Pads that are subject to this Agreement are identified in column two of Appendix A.

IV. GOVERNING LAW

- 40. As set forth in section 101(b)(1) of the Act, 42 U.S.C. § 7401(b)(1), the purpose of the Act is to protect and enhance the quality of the nation's air, so as to promote the public health and welfare and the productive capacity of its population.
- 41. Section 108 of the Act, 42 U.S.C. § 7408, directs the EPA to identify those air pollutants which "may reasonably be anticipated to endanger public health or welfare" and to issue air quality criteria for them based on "the latest scientific knowledge" about the effects of the pollutants on public health and the environment. The pollutants identified as such are called "criteria pollutants."
- 42. Section 109 of the Act, 42 U.S.C. § 7409, requires the EPA to promulgate regulations establishing national ambient air quality standards ("NAAQS") for criteria pollutants. The primary NAAQS must be set at the level "requisite to protect the public health" with an adequate margin of safety, and the secondary NAAQS are intended to protect "the public welfare." Public welfare effects include, but are not limited to, "effects on soils, water, crops, vegetation, . . . animals, wildlife, weather, visibility, and climate, damage to and deterioration of property . . . as well as effects on economic values" 42 U.S.C. § 7602(h).
- 43. Ground-level ozone, commonly known as "smog," is one of six criteria pollutants for which the EPA has promulgated national standards, due to its adverse effects on human health and the environment.

- 44. Ozone is not emitted directly from sources of air pollution. Ozone is a photochemical oxidant, formed when certain chemicals in the ambient air react with oxygen in the presence of sunlight. These chemicals VOC and nitrogen oxides ("NOx") are called "ozone precursors." Sources that emit ozone precursors are regulated to reduce ground-level ozone. *See* 62 Fed. Reg. 38,856 (July 18, 1997), and 80 Fed. Reg. 65292, 65299 (October 26, 2015).
- 45. On March 22, 2013, the EPA finalized the Fort Berthold Federal Implementation Plan for Oil and Natural Gas Well Production Facilities ("FIP") to "establish legally and practicably enforceable requirements to control and reduce VOC emissions from well completion operations, well recompletion operations, production operations, and storage operations at existing, new and modified oil and natural gas production facilities." 78 Fed. Reg. 17835, 17858 (Mar. 22, 2013).
- 46. The FIP regulations can be found at 40 C.F.R. §§ 49.4161-4168. The FIP provides, in relevant part:
 - a. Each owner or operator must ensure that each enclosed combustor and utility flare is "[o]perated with a liquid knock-out system to collect any condensable vapors (to prevent liquids from going through the control device) . . ." 40 C.F.R. § 49.4165(c)(6)(ii).
 - b. "Each owner or operator must monitor the operation of each enclosed combustor, utility flare, and pit flare to confirm proper operation . . ." 40 C.F.R. § 49.4166(g).
 - c. "Each owner or operator must perform quarterly visual inspections of the peak pressure and vacuum values in each closed vent system and control system for the produced oil and produced water storage tanks to ensure that the pressure and vacuum relief set-points are not being exceeded in a way that has resulted, or may result, in venting and possible damage to equipment. The quarterly inspections must be performed while the produced oil and produced water storage tanks are being filled." 40 C.F.R. § 49.4166(f).
 - d. Within 90 days of the first date of production, "each owner or operator must... [r]oute the produced natural gas from the production operations through a closed-vent system to... (i) [a]n operating system designed to recover and inject all the produced natural gas into a natural gas gathering pipeline system for sale or other beneficial purpose; or (ii) [a] utility flare or equivalent combustion device capable of reducing the mass content of VOC in the produced natural gas vented to the device by at least 98.0 percent or greater" 40 C.F.R § 49.4164(d)(1).
 - e. Within 90 days of the first date of production, "each owner or operator must . . . [r]oute all standing, working, breathing, and flashing losses from the produced oil storage tanks and any produced water storage tank interconnected with the produced oil storage tanks through a closed vent system to . . . (i) [a]n operating system designed to recover and inject the natural gas emissions into a natural gas gathering pipeline system for sale or other beneficial purpose; or (ii) an enclosed combustor or utility flare capable of reducing the mass content of VOC . . . by at least 98.0

- percent." 40 C.F.R. § 49.4164(d)(2).
- f. In the event that natural gas recovered for pipeline injection must be diverted to a backup control device because injection is temporarily infeasible and there is no operational enclosed combustor or utility flare at the oil and natural gas production facility, each owner or operator must limit the use of pit flares to a "maximum of 500 hours in any twelve (12) consecutive months." 40 C.F.R. § 49.4165(d)(2)(ii).
- g. "Each owner or operator must perform quarterly visual inspections of tank thief hatches, covers, seals, PRVs, and closed vent systems to ensure proper condition and functioning and repair any damaged equipment. The quarterly inspections must be performed while the produced oil and produced water storage tanks are being filled." 40 C.F.R. § 49.4166(e).
- h. Each owner or operator must ensure that each enclosed combustor and utility flare is "equipped with a monitoring system for continuous recording of the parameters that indicate proper operation of each combustor, utility flare, continuous burning pilot flame, and electronically controlled automatic igniter, such as a chart recorder, data logger or similar devices." 40 C.F.R. § 49.4165(c)(6)(v).
- i. "Each owner or operator must operate and maintain all liquid and gas collection, storage, processing and handling operations, regardless of size, so as to minimize leakage of natural gas emissions to the atmosphere." 40 C.F.R. § 49.4164(a).
- j. "Each owner or operator must equip all openings on each produced oil storage tank and produced water storage tank interconnected with produced oil storage tanks with a cover to ensure that all natural gas emissions are efficiently being routed through a closed-vent system to a vapor recovery system, an enclosed combustor, a utility flare, or a pit flare." 40 C.F.R. § 49.4165(a).
- k. "Each cover and all openings on the cover (e.g., access hatches, sampling ports, pressure relief valves ("PRVs"), and gauge wells) shall form a continuous impermeable barrier over the entire surface area of the produced oil and produced water in the storage tank." 40 C.F.R. § 49.4165(a)(1).
- 1. "Each cover opening shall be secured in a closed, sealed position (e.g., covered by a gasketed lid or cap) whenever material is in the unit on which the cover is installed except during those times when it is necessary to use an opening [to add or remove material, inspect or sample material, or inspect or repair equipment]." 40 C.F.R. § 49.4165(a)(2).
- m. "Each thief hatch cover shall be weighted and properly seated." 40 C.F.R. § 49.4165(a)(3).
- n. "Each closed-vent system must route all produced natural gas and natural gas emissions from production and storage operations to the natural gas sales pipeline or

- the control devices required by [40 C.F.R. § 49.4165(a)]." 40 C.F.R. § 49.4165(b)(1).
- o. "All vent lines, connections, fittings, valves, relief valves, or any other appurtenance employed to contain and collect natural gas, vapor, and fumes and transport them to a natural gas sales pipeline and any VOC control equipment must be maintained and operated properly at all times." 40 C.F.R. § 49.4165(b)(2).

V. FINDINGS OF FACT

- 47. Respondent is a corporation organized under the laws of Delaware.
- 48. At all times relevant to this Agreement, Respondent conducted oil and natural gas production operations in the "Bakken Pool," as defined by 40 C.F.R. § 49.4163(a)(1).
- 49. Respondent is the owner and operator, as defined by section 111(a)(5) of the Act, 42 U.S.C. § 7411(a)(5), and 40 C.F.R. § 49.4163(a)(13), of the Well Pads listed in Appendix A.
- 50. Each of the Well Pads in Appendix A is an "oil and natural gas production facility," within the meaning of the FIP, 40 C.F.R. § 49.4163(a)(11).
- 51. Each of the Well Pads listed in Appendix A produces oil and/or natural gas from the Bakken, Three Forks, or Sanish Formations in North Dakota and on the FBIR (i.e., the Bakken Pool).
- 52. Each of the Well Pads in Appendix A has one or more oil and natural gas wells that was completed or recompleted on or after August 12, 2007.
- 53. As oil and natural gas production facilities located on the FBIR, with one or more wells completed or recompleted after August 12, 2007, and producing from the Bakken Pool, the Well Pads listed in Appendix A are subject to the requirements of the FIP.
- 54. In a letter dated November 26, 2013, Respondent disclosed emissions control device issues at its Well Pads to the EPA.
- 55. On August 15, 2013, Respondent submitted its annual report for the 2012 calendar year ("2012 FIP Annual Report") to the EPA regarding its compliance with provisions of the FIP for the months of August December in 2012 at its oil and natural gas wells, as required by 40 C.F.R. 49.4168(b).
- 56. On August 15, 2014, Respondent submitted its annual report for the 2013 calendar year ("2013 FIP Annual Report") to the EPA regarding its compliance with provisions of the FIP for the months of January December in 2013 at its oil and natural gas wells, as required by 40 C.F.R. 49.4168(b).
- 57. On August 15, 2015, Respondent submitted its annual report for the 2014 calendar year ("2014 FIP Annual Report") to the EPA regarding its compliance with provisions of the FIP

- for the months of January December in 2014 at its oil and natural gas wells, as required by 40 C.F.R. 49.4168(b).
- 58. Between March 30 31, 2015, the EPA conducted field inspections at four of Respondent's Well Pads, containing 11 individual wells, on the FBIR. Using an optical gas-imaging infrared camera, the EPA observed vapor control systems at Well Pads that were emitting vapors directly to the atmosphere.
- 59. On June 9, 2015, the EPA issued an information request to Respondent to obtain additional information regarding the EPA's observations at the time of the March 2015 field inspections.
- 60. On July 27, 2015, the EPA received part one of Respondent's response to the June 9, 2015, information request.
- 61. In 2015, to address potential leaks, Respondent implemented a program to install lock down thief hatches at all new well pads.
- 62. In 2015, to address potential leaks, Respondent replaced all thief hatches at its well pad facilities with an improved model (Enardo 660L).
- 63. On November 6, 2015, the EPA received part two of Respondent's response to the June 9, 2015, information request.
- 64. To address potential leaks, Respondent voluntarily initiated semi-annual third party OGI inspections and corrective actions at all facilities commencing in June 2016.

VI. ALLEGED VIOLATIONS OF LAW

- 65. Based on the EPA's review of Respondent's November 26, 2013, letter, the 2013 FIP Annual Report, and the 2014 FIP Annual Report, the EPA alleges the following violations up to the Effective Date:
 - a. Failure to route the produced natural gas from production operations through a closed-vent system to: (i) an operating system designed to recover and inject all the produced natural gas into a natural gas gathering pipeline system for sale or other beneficial use; or (ii) a utility flare or equivalent combustion device capable of reducing the mass content of VOC in the produced natural gas vented to the device by at least 98.0 percent within 90 days of the first date of production, as required by 40 C.F.R. § 49.4164(d)(1).
 - b. Failure to monitor the operation of each enclosed combustor, utility flare, and pit flare to confirm proper operation, as required by 40 C.F.R. § 49.4166(g).
 - c. Failure to route all standing, working, breathing, and flashing losses from the produced oil storage tanks and any produced water storage tank interconnected with the produced oil storage tanks through a closed vent system to: (i) an operating

system designed to recover and inject the natural gas emissions into a natural gas gathering pipeline system for sale or other beneficial purpose; or (ii) an enclosed combustor or utility flare capable of reducing the mass content of VOC in the natural gas emissions vented to the device by at least 98.0 percent within 90 days of the first date of production, as required by 40 C.F.R. § 49.4164(d)(2).

- d. Failure to ensure that each enclosed combustor and utility flare is operated with a liquid knock-out system to collect any condensable vapors, as required by 40 C.F.R. § 49.4165(c)(6)(ii).
- e. Failure to ensure that each enclosed combustor and utility flare is equipped with a monitoring system for continuous recording of the parameters that indicate proper operation of each enclosed combustor, utility flare, continuous burning pilot flame, and electronically controlled automatic igniter, as required by 40 C.F.R. § 49.4165(c)(6)(v).
- f. Failure to limit pit flare operations to 500 hours of operation in any 12 consecutive months, as required by 40 C.F.R § 49.4165(d)(2)(ii).
- g. Failure to perform quarterly visual inspections of tank thief hatches, covers, seals, PRVs, and closed vent systems while the produced oil and produced water storage tanks are being filled to ensure proper condition and functioning and repair any damaged equipment, as required by 40 C.F.R. § 49.4166(e).
- h. Failure to perform quarterly visual inspections of the peak pressure and vacuum values in each closed vent system and control system for the produced oil and produced water storage tanks while the produced oil and produced water storage tanks are being filled to ensure that the pressure and vacuum relief set-points are not being exceeded in a way that has resulted, or may result, in venting and possible damage to equipment, as required by 40 C.F.R. § 49.4166(f).
- 66. Based on the EPA's field inspections on March 30 31, 2015, and Respondent's responses to the EPA's June 9, 2015, information request, the EPA alleges the following FIP violations up to the Effective Date:
 - a. Failure to operate and maintain all liquid and gas collection, storage, processing and handling operations, regardless of size, so as to minimize leakage of natural gas emissions to the atmosphere, as required by 40 C.F.R. § 49.4164(a).
 - b. Failure to route all standing, working, breathing, and flashing losses from the produced oil storage tanks and any produced water storage tank interconnected with the produced oil storage tanks through a closed vent system to: (i) an operating system designed to recover and inject the natural gas emissions into a natural gas gathering pipeline system for sale or other beneficial purpose; or (ii) an enclosed combustor or utility flare capable of reducing the mass content of VOC by at least 98.0 percent within 90 days of the first date of production, as required by 40 C.F.R. § 49.4164(d)(2).

- c. Failure to equip all openings on each produced oil storage tank and produced water storage tank interconnected with produced oil storage tanks with a cover to ensure that all natural gas emissions are efficiently being routed through a closed-vent system to a vapor recovery system, an enclosed combustor, a utility flare, or a pit flare, as required by 40 C.F.R. § 49.4165(a).
- d. Failure to ensure that each cover and all openings on the cover (e.g., access hatches, sampling ports, pressure relief valves (PRV), and gauge wells) form a continuous impermeable barrier over the entire surface area of the produced oil and produced water in the storage tank, as required by 40 C.F.R. § 49.4165(a)(1).
- e. Failure to ensure that each cover opening shall be secured in a closed, sealed position (e.g., covered by a gasketed lid or cap) whenever material is in the unit on which the cover is installed except during those times when it is necessary to use an opening [to add or remove material, inspect or sample material, or inspect or repair equipment], as required by 40 C.F.R. § 49.4165(a)(2).
- f. Failure to ensure that each thief hatch cover is weighted and properly seated, as required by 40 C.F.R. § 49.4165(a)(3).
- g. Failure to ensure that each closed-vent system route all produced natural gas and natural gas emissions from production and storage operations to the natural gas sales pipeline or the control devices required by [40 C.F.R. § 49.4165(a)], as required by 40 C.F.R. § 49.4165(b)(1).
- h. Failure to ensure that all vent lines, connections, fittings, valves, relief valves, or any other appurtenance employed to contain and collect natural gas, vapor, and fumes and transport them to a natural gas sales pipeline and any VOC control equipment is maintained and operated properly at all times, as required by 40 C.F.R. § 49.4165(b)(2).

VII. TERMS OF CONSENT AGREEMENT

- 67. For the purpose of this proceeding, as required by 40 C.F.R. § 22.18(b)(2), Respondent:
 - a. admits the EPA has jurisdiction over the subject matter alleged in this Agreement;
 - b. neither admits nor denies the alleged violations of law stated above;
 - c. consents to the assessment of a civil penalty as stated below;
 - d. consents to the issuance of any specified compliance or corrective action order;
 - e. consents to any conditions specified in this Consent Agreement;
 - f. waives any right to contest the alleged violations of law; and

g. waives its rights to appeal the Final Order issued by the RJO approving this Consent Agreement.

68. For the purpose of this Consent Agreement, 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 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 Act, 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 North Dakota; 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 agrees that federal law shall govern in any such civil action.

69. Penalty Payment: Respondent agrees to:

- a. pay the civil penalty of \$200,000 ("EPA Penalty") to the United States within 30 calendar days of the Effective Date of this Agreement; and
- 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. []." Within 24 hours of payment of the EPA Penalty, send proof of payment to Alex North at north.alexis@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. []").]
- 70. If Respondent fails to timely pay any portion of the EPA Penalty assessed under this Agreement, the EPA may:
 - a. request the Attorney General 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.
- 71. As a condition of settlement, Respondent agrees to the following:
 - a. <u>Directed Inspection and Preventative Maintenance Program</u>: The DI/PM Program must be conducted pursuant to a written standard operating procedure ("SOP") prepared by Respondent, pursuant to paragraph 71.a.i, below, and submitted for initial review by the EPA. Respondent shall implement the DI/PM program at each Tank System, and associated Well Pad, by 120 days after the Effective Date and maintain the program for a period of three years from the Effective Date.

Respondent is not required to implement the requirements of this paragraph at a Well Pad where all Tank Systems are not in Active Use and remain not in Active Use, so long as Respondent, upon returning one or more Tank System(s) to Active Use, performs the actions specified in subparagraph 71.a.ii at the Well Pad within seven days and performs the actions specified in subparagraph 71.a.iii at the Well Pad within 30 days for facilities with Traditional Thief Hatch Systems, and within 30 days or the same quarter, whatever is later, for facilities with Lock Down Thief Hatch Systems.

Subparagraph 71.a.ii.1 shall be implemented weekly; subparagraph 71.a.iii shall be implemented in accordance with the schedule set forth therein. The DI/PM Program shall be comprised of the following:

- i. Include a SOP with the following, at a minimum: 1) a list of the parameters to be checked during AVO inspections, 2) identify and describe the procedures for documentation of compliance with DI/PM program requirements, 3) include an initial schedule for long-term maintenance, inspection, and replacement schedules for wear equipment; 4) describe the procedures for implementing periodic IR camera inspections, including schedules. The DI/PM Program SOP may be updated as needed without additional review by the EPA.
- ii. Address system-wide inspection, response, and preventative maintenance procedures for the Vapor Control Systems, including:

- 1. Audio, Visual, Olfactory Inspection: AVO walk-around inspection of all Tank Systems to check for VOC emissions (including while Storage Tank(s) are receiving Produced Oil from Production Operations), including checking for hissing, new stains, evidence of a spill, or other indicators of operational abnormalities. The AVO walk-around inspection shall also check the following parameters, where relevant, on the following equipment on a weekly basis:
 - a. Separators and Heater-Treaters final stage of separation operating pressure and temperature, set point of any device restricting final stage Separator or Heater-Treater dump flow rate (e.g., device not stuck open), and valves in correct position.
 - b. Tank System PRDs/thief hatches (including that thief hatches are closed and latched), tank valve/load line/drain valve leaks, and seals.
 - c. Vapor Control System combustion device checks that burner is operational, no Visible Smoke Emissions, and presence of a pilot light, liquid knockout drained as necessary, inlet valves functioning properly, and auto-ignitor in good working condition.
- iii. Periodic IR Camera Inspections: For a period of three years from the Effective Date, Respondent shall undertake an IR Camera Inspection program at all Tank Systems, all associated combustion devices, and all other components at the associated Well Pad, beginning with and moving downstream from the first valve off of the wellhead (but excluding components located in a Heater-Treater shed), that have the potential to emit VOCs in accordance with the following requirements:
 - 1. Traditional Thief Hatch Systems: IR Camera Inspections shall be performed on a quarterly basis.
 - 2. Lock Down Thief Hatch Systems: IR Camera Inspections shall be performed in accordance with the schedule provided in 40 CFR § 60.5397a(g)(1).
 - 3. Respondent shall notify the MHA Nation at least 24 hours in advance of an IR Camera Inspection done pursuant to this paragraph and allow representatives of the MHA Nation to observe any such inspection. Notice to the MHA Nation shall include the date, time, and NDIC number(s) of the Tank System(s) to be inspected. Notice shall be made to the MHA Energy Division Compliance Department by email to salbeston@mhanation.com and klyson@mhanation.com and the MHA

Environmental Division of the Natural Resources Department by email to edmundbaker@mhanation.com, and to the Tribal Science Advisor at lhlonefight@mhanation.com. The MHA Nation may change the individuals to receive notice on its behalf by providing written notice to Respondent of such change. Verification of the MHA Nation's attendance or absence at an inspection is not required for Respondent to perform the inspection.

- 4. These inspections must be conducted pursuant to a written SOP prepared by Respondent and submitted for review and comment by the EPA. During the IR Camera Inspection, Respondent shall also confirm, for each combustion device used in the associated Vapor Control System, that a pilot light is present and that there are no Visible Smoke Emissions. These periodic IR Camera Inspections shall begin within 120 days after the Effective Date.
- 5. In the event that VOC emissions from a Tank System opening (e.g., PRD/thief hatch), or from a combustion device used in the associated Vapor Control System without flame presence indicating combustion, are observed or detected during an inspection under this paragraph, or that a combustion device is observed to not have a pilot light present or to have Visible Smoke Emissions during an inspection under this paragraph, Respondent shall comply with the requirements of paragraph 71.b (Reliable Information, Investigation, and Corrective Action).
- 6. In the event that VOC emissions from any component required to be inspected but not identified in subparagraph 71.a.iii.5 are observed or detected during an inspection under this paragraph, Respondent shall:
 - a. Complete all necessary corrective actions to address the VOC emissions as soon as practicable, but no later than 30 Calendar Days after detection of the fugitive emissions; or
 - b. If Respondent is unable to complete all necessary corrective actions to address the VOC emissions within 30 Calendar Days because the corrective actions are technically infeasible or would require a temporary shut-in of Production Operations, the corrective action must be completed during the next temporary shut-in of the relevant Production Operations or within two years, whichever is earlier.
- iv. <u>Record Maintenance</u>: Respondent shall maintain for a period of three years records of the following for each inspection and this information shall be summarized in a table and submitted with each Semi-Annual Report:

- 1. The date, time, Well Pad, Tank System, number of Storage Tanks inspected, and number of combustion devices inspected;
- 2. The date and time when: 1) VOC emissions are observed from a combustion device without flame presence indicating combustion; 2) VOC emissions are observed from a PRD/thief hatch or other opening on Storage Tanks, except for VOC emissions that are reasonably required for maintenance or gauging; 3) a combustion device does not have a pilot light present or has Visible Smoke Emissions; or 4) VOC emissions are observed from any other component required to be inspected under this paragraph;
- 3. The model and manufacturer, where available, of any combustion devices found with: 1) VOC emissions observed without flame presence indicating combustion; 2) no pilot light present; or 3) Visible Smoke Emissions; and
- 4. For any component, excluding those identified in subparagraph 71.a.iii.6, with VOC emissions observed or detected: (i) the date, Well Pad, and a description of the component and emissions; (ii) the date(s) corrective actions were made, including a description of the corrective actions; (iii) the location of where the corrective action was performed (e.g., NDIC #, Tank #, component repaired, corrected, etc.); (iv) the date and results of a Post-Repair IR Camera Inspection; and (iv) if corrective actions are delayed pursuant to subparagraph 71.b.i.2, a description of the reason for delay.

b. Reliable Information, Investigation and Corrective Action:

- i. Within five Calendar Days after Respondent obtains any Reliable Information, Respondent shall either:
 - complete all necessary corrective actions to address the VOC emissions or issues identified and conduct a Post-Repair IR Camera Inspection; unless there is a regularly scheduled IR Camera Inspection, which occurs within 15 days of the corrective action, then that IR Camera Inspection may serve as the Post-Repair IR Camera Inspection; or
 - 2. temporarily shut-in Production Operations associated with the Tank System. The five-day period in the preceding sentence to complete all necessary corrective actions or temporarily shut-in shall be extended an additional 10 Calendar Days due to any of the following:
 - a. parts are unavailable due to back orders, shipment delay, etc.;

- b. major safety concerns (specific reason must be documented); and/or
- c. unavailable outside resources after contacting a reasonable number of vendors/contractors (specific reason and contacts must be documented);
- d. severe weather;
- e. the repair has been determined to be technically infeasible without a well shutdown or shut-in.
- ii. For each Tank System with associated Production Operations temporarily shut-in pursuant to the requirements of this paragraph, Respondent shall document in a spreadsheet the following:
 - 1. The date Reliable Information was obtained resulting in a temporary shut-in;
 - 2. The Tank System identification;
 - 3. The date that such Production Operations were temporarily shut-in;
 - 4. The date(s) repair(s) were made, including a description of the repair(s);
 - 5. The date of the Post-Repair IR Camera Inspection and a summary of the results of that inspection; and
 - 6. The date that Production Operations were resumed.
- iii. For each instance where Respondent obtains Reliable Information, and within the deadline provided in subparagraph 71.b.i.1 above, completes all necessary corrective actions, Respondent shall document the following:
 - 1. The date Reliable Information was obtained;
 - 2. The identification of the Tank System, location of observed emission (e.g., NDIC #, Tank #, component); and
 - 3. The date corrective actions were made, including a description of the corrective actions.
 - 4. The date and results of the Post-Repair IR Camera Inspection after Reliable Information is detected and the corrective actions performed.

- iv. Respondent shall attach copies of the spreadsheets required by this paragraph to the next Semi-Annual Report that follows at least 30 days after corrective action or any required IR Camera Inspection is completed.
- c. <u>Electronic Tank Pressure Monitors:</u> By 180 days of the Effective Date, and for a period of three years from the Effective Date, at all Tank Systems, Respondent shall install, calibrate (in accordance with manufacturer recommendations, if available), operate, and maintain one electronic pressure monitor per battery of Storage Tanks with head spaces manifolded together. Each electronic pressure monitor shall continuously measure and record pressure data (e.g., one measurement every one minute), which shall be stored onsite in a format that is capable of being downloaded for review. Each electronic pressure monitor shall be connected to a visual alarm at the Well Pad that lights up (and remains lit until manually reset) when a measurement has exceeded the Trigger Point.
 - i. For the first six months after the deadline for installation of electronic pressure monitors, Respondent shall have a performance optimization period to evaluate calibration and optimize electronic pressure monitor performance and reliability. This period will allow Respondent, and its contractors or electronic pressure monitor vendors, an opportunity to ensure that the electronic pressure monitors, to the greatest extent practicable, are producing quality data that may be used to identify the potential for over-pressurization of Tank Systems (e.g., optimization of electronic pressure monitor location, determination of electronic pressure measurements and frequency indicative of potential for over-pressurization).
 - ii. Following the performance optimization period, if an electronic pressure monitor measurement exceeds the Trigger Point for a for a Tank System (thereby triggering the visual alarm at the Well Pad), Respondent shall conduct a site investigation prior to resetting the visual alarm. The investigation shall include a site visit to test the electronic pressure monitor and the operating parameters of the associated Tank System. During the site visit, Respondent shall either conduct an IR Camera Inspection or an AVO inspection of the Tank System. The investigation shall be completed no later than five Calendar Days following the date of the electronic pressure monitor measurement that exceeded the Trigger Point unless the fifth day would fall on a non-Business Day, in which case the investigation shall be completed by the end of the next Business Day. In the event a Tank System requires three site investigations in a consecutive 30 Calendar Day period, Respondent shall conduct a VCS Root Cause Analysis.
 - iii. Respondent shall maintain records of the following and this information shall be provided in a spreadsheet (unless the Parties agree in writing to a different format) with each Semi-Annual Report: (1) the date, time, location, and numerical value of all electronic pressure readings in excess of the Trigger

- Point; and (2) the date and results of all corresponding site investigations and all corresponding VCS Root Cause Analyses.
- iv. At any time, Respondent may submit to the EPA a request for alternative criteria (e.g., pressure measurements and number of measurements in a given time period) triggering a site investigation and/or VCS Root Cause Analysis. The EPA may grant or deny Respondent's request in whole or in part.
- After at least 18 months of operation of the digital pressure monitors, including the six-month performance optimization period, if Respondent demonstrates, and the EPA determines, that it is infeasible or overly burdensome in relation to the benefits to continue operating one or more of the electronic pressure monitors, Respondent may discontinue operation of and remove the electronic pressure monitor(s). As part of Respondent's demonstration, Respondent shall submit to the EPA an analysis of operation and maintenance of such monitors to date, including a summary of all measurements triggering site investigations or VCS Root Cause Analyses, the results of those site investigations or analyses, and corrective actions taken. Operation of an electronic pressure monitor shall be considered infeasible if (1) the monitor cannot be kept in proper condition (including calibration) for sufficient periods of time to produce reliable, adequate, or useful measurements; or (2) recurring, chronic, or unusual equipment adjustment, servicing, or replacement needs cannot be resolved through reasonable expenditures.
- 72. Lock Down Thief Hatches: Respondent shall install Lock Down Thief Hatch Systems for all new Production Operation facilities constructed on the FBIR during the term of this Agreement. In addition, Respondent shall retrofit the existing Traditional Thief Hatch Systems listed in Appendix B to Lock Down Thief Hatch Systems. Respondent proposes to complete at least one-third of the retrofits in each year after the Effective Date of this Agreement. Respondent retains the right to petition the EPA for approval of alternative technologies capable of meeting similar or better performance as compared to the Lock Down Thief Hatch Systems.
- 73. The provisions of this Agreement shall apply to and be binding upon Respondent, its successors and assigns. No closing or transfer of ownership or operation of any portion of or interest in the facilities identified in Appendix A shall relieve Respondent of its obligation to comply with the terms of this Agreement unless:
 - a. Respondent provides written notice and a copy of this Agreement to the proposed transferee at least 30 days prior to closing and simultaneously provides written notice of the transfer, together with a copy of the written transfer agreement, to the EPA;
 - b. The transferee agrees in the written transfer agreement to undertake the obligations and liabilities of this Agreement and to be bound by the terms thereof;

- c. The transferee agrees in writing to be substituted for Respondent for all provisions in this Agreement and to be bound by the terms thereof, including implementation of the conditions of settlement set forth in paragraphs 71 and 72 of the Agreement (unless already satisfactorily implemented by Respondent), but excepting paragraph 69 (Civil Penalty);
- d. Respondent submits information to demonstrate the transferee has both the financial and technical capability to perform the obligations in paragraphs 71 and 72 of this Agreement; and
- e. The EPA approves Respondent's request to be relieved of its obligations under this Agreement, which approval shall not be unreasonably withheld.
- 74. The Parties agree to take appropriate steps to file such notices as are required to substitute the transferee for the Respondent in this Agreement, and to relieve Respondent of its obligation to comply with this Agreement, as provided in paragraph 73.
- 75. Upon receipt of a request by Respondent to transfer the obligations of this Agreement, as provided in paragraph 73, the EPA shall have 30 calendar days to object to the request. If the EPA denies the request to transfer the obligations of this Agreement the Parties will follow the Dispute Resolution process set forth in section VIII of this Agreement. The EPA shall bear the burden of showing that any objection to relieving Respondent of its obligations of this Agreement was not unreasonable.
- 76. This Agreement shall not be construed to prohibit a contractual allocation as between Respondent and any purchaser or transferee of the facilities identified in Appendix A– of the obligations of compliance with this Agreement, provided, however, that such contractual allocation shall not relieve Respondent of its obligations under the Agreement unless and until the provisions of paragraphs 69, 71, and 72 have been met, subject to the right of transfer as provided in paragraph 73.
- 77. By signing this Agreement, Respondent acknowledges that this Agreement will be available to the public and agrees that this Agreement does not contain any confidential business information or personally identifiable information.
- 78. 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.
- 79. By signing this Agreement, both Parties agree that each Party's obligations under this Agreement constitute sufficient consideration for the other Party's obligations.
- 80. 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.
- 81. Except as qualified by paragraph 70, each Party shall bear its own attorney's fees, costs, and disbursements incurred in this proceeding.

VIII. DISPUTE RESOLUTION

- 82. 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.
- 83. 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 extended by written agreement. If the EPA and Respondent 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, including any agreed extension of the period for negotiation under this paragraph, Respondent invokes formal dispute resolution procedures as set forth below.
- 84. 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.
- 85. 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 requests alternative dispute resolution in accordance with the following paragraph.
- 86. Respondent may request that EPA coordinate to designate a neutral party for dispute resolution. If the Parties cannot agree on a neutral party, Respondent may request the Regional Administrator or the RJO appoint a neutral party to proceed with dispute resolution.
- 87. 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.

IX. <u>EFFECT OF CONSENT AGREEMENT AND FINAL ORDER</u>

- 88. In accordance with 40 C.F.R. § 22.18(c), this Agreement resolves only Respondent's liability for federal civil penalties for the violations and facts specifically alleged above.
- 89. Penalties paid pursuant to this Consent Agreement are not deductible for federal tax purposes. 28 U.S.C. § 162(f).
- 90. 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.
- 91. Any violation of a Final Order issued by the RJO in this matter 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 Order in an administrative, civil judicial, or criminal action.
- 92. Nothing in this Consent Agreement relieves Respondent of the duty to comply with all applicable provisions of the Act or other federal, state or local laws or statutes, or restricts the EPA's authority to seek compliance with any applicable laws or regulations, nor will it be construed to be a ruling on, or determination of, any issue related to any federal, state, or local permit.
- 93. 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.
- 94. The EPA reserves the right to revoke this Consent Agreement and accompanying settlement penalty if and to the extent that the EPA finds, after signing this Consent Agreement, any information provided by Respondent was or is materially false or inaccurate, and the EPA reserves the right to pursue, assess, and enforce legal and equitable remedies for any violation described herein. The EPA will give Respondent written notice of such termination, which will be effective upon mailing.

X. <u>EFFECTIVE DATE</u>

95. Respondent and Complainant agree to issuance of a final order approving this Agreement. Upon filing, the RJO 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 RJO, on the date of filing with the Hearing Clerk.

The foregoing Consent Agreement In the Matter of Enerplus Resources (USA) Corporation, is Hereby Stipulated, Agreed and Approved.

ENERPLUS RESOURCES (USA) CORPORATION

160 86	7/15/2020
Signature	Date
Printed Name: VP, United States Address: 950 17 5 St. Svite	Business Unit 2200, Denver Co 80202
Respondent's Federal Tax Identification N	umber: 75-1777291
UNITED STATES ENVIRONMENTAL PROTECTION AGENCY, REGION 8,	
SUZANNE Digitally signed by SUZANNE BOHAN Date: 2020.07.22 10:47:50 -06'00'	7/22/20
Signature	Date

Suzanne J. Bohan, Director Enforcement and Compliance Assurance Division United States Environmental Protection Agency 1595 Wynkoop Street, 8ENF Denver, Colorado 80202-1129

COMPLAINANT

		APPF	NDIX A				
PAD NAME	WELL NAME	API NUMBER		LONGITUDE	SURFACE LOCATION	FIELD NAME	COUNTY
AFRICAN ANIMALS NORTH	CARACAL 149-93-30A-31H-TF	33025033190000	47.70038		NWNESEC30T149NR93W	MANDAREE	DUNN
AFRICAN ANIMALS NORTH	CHEETAH 149-93-30A-31H	33025019580000	47.70038		NWNESEC30T149NR93W	MANDAREE	DUNN
AFRICAN ANIMALS NORTH	HONEY BADGER 149-93-30A-31H	33025034180000	47.70038		NWNESEC30T149NR93W	MANDAREE	DUNN
AFRICAN ANIMALS NORTH	HYENA 149-93-30A-31H-TF	33025019570000			NWNESEC30T149NR93W	MANDAREE	DUNN
AFRICAN ANIMALS NORTH	LEOPARD 149-93-30A-31H-TF	33025033210000			NWNESEC30T149NR93W	MANDAREE	DUNN
AFRICAN ANIMALS NORTH	SERVAL 149-93-30A-31H	33025033200000	47.70038		NWNESEC30T149NR93W	MANDAREE	DUNN
AFRICAN ANIMALS SOUTH	HIPPO 148-94-03A-10-4H TF	33025015150000	47.67274		LOT1SEC03T148NR94W	MCGREGORY BUTTES	DUNN
AFRICAN ANIMALS SOUTH	JACKAL 149-93-31A-30-1H	33025015180000	47.67336		LOT1SEC03T148NR94W	MANDAREE	DUNN
AFRICAN ANIMALS SOUTH	LION 149-93-31A-30-2H TF	33025015170000	47.67315		LOT1SEC03T148NR94W	MANDAREE	DUNN
AFRICAN ANIMALS SOUTH	RHINO 148-94-03A-10-3H	33025015160000	47.67295	-102.63501	LOT1SEC03T148NR94W	MCGREGORY BUTTES	DUNN
AFRICAN ANIMALS-FISH WEST	GROUPER 149-94-36D-25H	33025015110000	47.67346		NENWSEC03T148NR94W	MCGREGORY BUTTES	DUNN
AFRICAN ANIMALS-FISH WEST	IMPALA 148-94-03B-10-1H	33025015140000	47.67346		NENWSEC03T148NR94W	MCGREGORY BUTTES	DUNN
ANDREW-VOIGT	ANDREW 24-11H	33025009590000	47.63114		NWNWSEC24T148NR94W	MCGREGORY BUTTES	DUNN
ANDREW-VOIGT	VOIGT 24-11H	33025007550000	47.63091		NWNWSEC24T148NR94W	MCGREGORY BUTTES	DUNN
BAGS	ARTSY 150-94-05BH TF	33053080670000	47.84562		NWNWSEC05T150NR94W	SPOTTED HORN	MCKENZIE
BAGS	BERKELEY 150-94-05BH	33053080650000			NWNWSEC05T150NR94W	SPOTTED HORN	MCKENZIE
BAGS	BLOOMSBURY 150-94-05BH	33053080680000			NWNWSEC05T150NR94W	SPOTTED HORN	MCKENZIE
BAGS	HALL 5-11H	33053036390000	47.8454		NWNWSEC05T150NR94W	SPOTTED HORN	MCKENZIE
BAGS	SPEEDY 150-94-05BH TF	33053080660000	47.84513		NWNWSEC05T150NR94W	SPOTTED HORN	MCKENZIE
BAKER-BIRON	BAKER 20-34H	33025010660000	47.70381		SWSESEC20T149NR92W	HEART BUTTE	DUNN
BAKER-BIRON	BAKER 29-31H	33025011890000	47.70381		SWSESEC20T149NR92W	HEART BUTTE	DUNN
BAKER-BIRON	BIRON 20-24H	33025011630000	47.70371		SWSESEC20T149NR92W	HEART BUTTE	DUNN
BENSON	BENSON 3-9H	33025012300000	47.76591		NENWSEC09T148NR93W	SOUTH FORK	DUNN
BENSON	BENSON 3-9HA	33025012300000	47.65888		NENWSEC09T148NR93W	SOUTH FORK	DUNN
BIKES-DWELLINGS NORTH	BMX 148-93-23B-24H TF	33025017770000	47.62873		NWNWSEC23T148NR93W	SOUTH FORK	DUNN
BIKES-DWELLINGS NORTH	EARTH LODGE 148-93-22A-21H TF	33025015200000	47.62864		NWNWSEC23T148NR93W	SOUTH FORK	DUNN
BIKES-DWELLINGS NORTH	TANDEM 148-93-23B-24H	33025015210000	47.62878		NWNWSEC23T148NR93W	SOUTH FORK	DUNN
BIKES-DWELLINGS NORTH	TIPI 148-93-22A-21H	33025015130000	47.62869		NWNWSEC23T148NR93W	SOUTH FORK	DUNN
BIRD BEAR	AGAVE 149-93 06C-4H TF	33025013220000			SESWSEC06T149NR93W	MANDAREE	DUNN
		33025012420000			SESWSEC06T149NR93W		_
BIRD BEAR	BIRDBEAR 6C-1H					MANDAREE	DUNN
BIRDS NORTH	FINCH 148-92-22A-21H	33025031260000	47.62696		SWNWSEC23T148NR92W	HEART BUTTE	DUNN
BIRDS NORTH	ROBIN 148-92-23B-24H	33025031250000	47.62686		SWNWSEC23T148NR92W	HEART BUTTE	DUNN
BRADFIELD-GEMSTONES	BRADFIELD 31-14H	33053040220000	47.67507		SWSWSEC31T149NR94W	EAGLE NEST	MCKENZIE
BRADFIELD-GEMSTONES	EMERALD 148-95-03A-10H	33053040230000	47.67511		SWSWSEC31T149NR94W	EAGLE NEST	MCKENZIE
BRUGH BEAR	BEAVER CREEK 149-94-31D-30H TF	33053044900000	47.67534		SWSESEC31T149NR94W	EAGLE NEST	MCKENZIE
BRUGH BEAR	ZION 148-95-02B-11H	33053044920000	47.67534		SWSESEC31T149NR94W	EAGLE NEST	MCKENZIE
BUFFALO RUN	BUFFALO RUN 5-24H	33025011580000	47.66139		SESWSEC05T148NR94W	EAGLE NEST	DUNN
BUFFALO RUN	GRAY WOLF 148-94-05CH TF	33025014520000	47.66139		SESWSEC05T148NR94W	EAGLE NEST	DUNN
BUGS	BEETLE 150-94-11C-12H	33053077000000	47.82324		NWSWSEC11T150NR94W	SPOTTED HORN	MCKENZIE
BUGS	LADYBUG 150-94-11C-12H-TF	33053077010000	47.82311		NWSWSEC11T150NR94W	SPOTTED HORN	MCKENZIE
BUGS	WASP 150-94-11C-12H	33053077020000	47.82298		NWSWSEC11T150NR94W	SPOTTED HORN	MCKENZIE
BURR	BURR 16-44H	33025007640000			SESESEC16T148NR94W	EAGLE NEST	DUNN
CACTUS	CACTUS 149-92-35B-05H TF	33025027140000			NENWSEC35T149NR92W	HEART BUTTE	DUNN
CACTUS	DESERT ROSE 149-92-35A-04H TF	33025032180000	47.68783		NENWSEC35T149NR92W	HEART BUTTE	DUNN
CACTUS	EUPHORBIA 149-92-35B-05H	33025027150000	47.68781		NENWSEC35T149NR92W	HEART BUTTE	DUNN
CACTUS	OCOTILLO 149-92-35A-04H	33025029470000	47.68783	-102.41952	NENWSEC35T149NR92W	HEART BUTTE	DUNN
CACTUS	REBUTIA 149-92-35B-05H	33025027190000	47.68783		NENWSEC35T149NR92W	HEART BUTTE	DUNN
CACTUS	SAGUARO 149-92-35A-04H	33025027160000	47.68783	-102.41988	NENWSEC35T149NR92W	HEART BUTTE	DUNN
CACTUS	WOOLY TORCH 149-92-35A-04H	33025029330000		-102.4197	NENWSEC35T149NR92W	HEART BUTTE	DUNN
CATS	BENGAL 147-93-06A-07H	33025029140000	47.58662	-102.57195	NENESEC06T147NR93W	MOCCASIN CREEK	DUNN
CATS	CALICO 148-93-31D-30H	33025029130000	47.58666		NENESEC06T147NR93W	MCGREGORY BUTTES	DUNN
CATS	MANX 148-93-31D-30H TF	33025029150000			NENESEC06T147NR93W	MCGREGORY BUTTES	DUNN
CATS	PERSIAN 147-93-06A-07H	33025029180000	-		NWNESEC06T147NR93W	MOCCASIN CREEK	DUNN
CATS	SIAMESE 148-93-31D-30H	33025029170000			NWNESEC06T147NR93W	MCGREGORY BUTTES	DUNN
CATS	TABBY 147-93-06A-07H TF	33025029160000		-102.57221	NENESEC06T147NR93W	MOCCASIN CREEK	DUNN
CLOUDS EAST	CIRRUS 149-94-33D-28H	33053045070000	47.67483	-102.7104	SESESEC33T149NR94W	EAGLE NEST	MCKENZIE
CLOUDS EAST	NIMBUS 149-94-33D-28H	33053045080000	47.67483	-102.71081	SESESEC33T149NR94W	EAGLE NEST	MCKENZIE
CLOUDS WEST	STRATUS 149-94-33C-28H TF	33025035990000	47.67207	-102.72236	NENESEC01T148NR95W	EAGLE NEST	DUNN
CLOUDS WEST	FOG 149-94-33C-28H-TF-LL	33025035970000	47.67212	-102.72263	NENESEC01T148NR95W	EAGLE NEST	DUNN
CLOUDS WEST	LENTICULAR 149-94-33C-28H	33025035980000	47.6721	-102.7225	NENESEC01T148NR95W	EAGLE NEST	DUNN
CLOUDS WEST	CUMULUS 149-94-33C-28H	33025036000000	47.67205	-102.72222	NENESEC01T148NR95W	EAGLE NEST	DUNN
CLOUDS WEST	HAZE 149-94-33C-28H	33025036020000	47.672	-102.72195	NENESEC01T148NR95W	EAGLE NEST	DUNN
CLOUDS WEST	VAPOR 149-94-33C-28H TF	33025036010000	47.67202	-102.72208	NENESEC01T148NR95W	EAGLE NEST	DUNN
CLOUDS WEST	ALTO 149-94-33C-28H TF	33025036030000			NENESEC01T148NR95W	EAGLE NEST	DUNN
CRANES	CRANE 150-94-33C-28H	33053079860000			LOT4SEC04T149NR94W	SPOTTED HORN	MCKENZIE
CRANES	WHOOPING 150-94-33C-28H TF2	33053079870000			LOT4SEC04T149NR94W	SPOTTED HORN	MCKENZIE
CROPS-FISH SOUTH	BULLHEAD 148-93-15D-16H TF	33025017750000			NWSWSEC14T148NR93W	SOUTH FORK	DUNN
CROPS-FISH SOUTH	CATFISH 148-93-15D-16H	33025020370000			NWSWSEC14T148NR93W	SOUTH FORK	DUNN
CROPS-FISH SOUTH	PUMPKIN 148-93-14C-13H TF	33025020370000			NWSWSEC14T148NR93W	SOUTH FORK	DUNN
CROPS-FISH SOUTH	TOBACCO 148-93-14C-13H	33025020380000			NWSWSEC14T148NR93W	SOUTH FORK	DUNN
DANKS	DANKS 17-44H	33053032960000	47.89196		SESESEC17T151NR94W	ANTELOPE	MCKENZIE
DANKS	DANKS 17-44H DANKS 20-41H	33053032960000	47.89196		SESESEC17T151NR94W	ANTELOPE	MCKENZIE
DOGS EAST	POINTER 149-94-23AH	33053032970000			NWNESEC23T149NR94W	SQUAW CREEK	MCKENZIE
		_					_
EAGLES NEST ELEMENTS EAST	EAGLES NEST 34-44H FIRE 151-94-16DH	33025011590000	47.5898		SESESEC34T148NR94W	MCGREGORY BUTTES	DUNN
	1110E 131-94-10DE	33053072630000	47.89026	-102./1259	NENESEC21T151NR94W	ANTELOPE	MCKENZIE

		APPE	NDIX A				
PAD NAME	WELL NAME	API NUMBER	LATITUDE	LONGITUDE	SURFACE LOCATION	FIELD NAME	COUNTY
ELEMENTS EAST	FURLONG 151-94-21A-28H	33053072610000	47.89026	-102.71299	NWNESEC21T151NR94W	ANTELOPE	MCKENZIE
ELEMENTS EAST	WATER 151-94-16DH-TF	33053072620000	47.89027	-102.71279	NWNESEC21T151NR94W	ANTELOPE	MCKENZIE
ETHAN HALL	ANNA G. BAKER 6B-30-2H TF	33025011720000	47.58774	-102.58231	NENWSEC06T147NR93W	MCGREGORY BUTTES	DUNN
ETHAN HALL	ANNA G. BAKER 6B-7-2H TF	33025014150000	47.58774	-102.58245	NENWSEC06T147NR93W	MOCCASIN CREEK	DUNN
ETHAN HALL	DANCE HALL 147-93-06B-07H	33025030260000	47.58774	-102.58273	NENWSEC06T147NR93W	MOCCASIN CREEK	DUNN
ETHAN HALL	ETHAN HALL 6B-31-30-1H	33025010170000	47.58762		NENWSEC06T147NR93W	MCGREGORY BUTTES	DUNN
ETHAN HALL	ETHAN HALL 6B-7-1H	33025010170000	47.58763		NENWSEC06T147NR93W	MOCCASIN CREEK	DUNN
ETHAN HALL	TOWN HALL 148-93-31C-30H	33025030270000	47.58774		NENWSEC06T147NR93W	MCGREGORY BUTTES	DUNN
FISH WEST	BAIT 149-95-36C-25H	33053068730000	47.67473		LOT4SEC36T149NR95W	EAGLE NEST	MCKENZIE
			47.67473			EAGLE NEST	_
FISH WEST	QUILLFISH 149-95-36C-25H-TF-LLW	33053074210000			LOT4SEC36T149NR95W		MCKENZIE
FISH WEST	TACKLE 149-95-36C-25H-TF	33053068740000	47.67473		LOT4SEC36T149NR95W	EAGLE NEST	MCKENZIE
FOUR BEARS	FOUR BEARS 20-11H	33053029040000	47.97661		NWNWSEC20T152NR93W	FOUR BEARS	MCKENZIE
FOX RIDGE	FOX RIDGE 10-21H	33025013230000	47.74538	-102.56784	NWNESEC10T149NR93W	MANDAREE	DUNN
FOX RIDGE	MORRISON 149-93-10AH	33025013970000	47.74545	-102.56728	NWNESEC10T149NR93W	MANDAREE	DUNN
FOX RIDGE	RED ROCKS 149-93-10AH	33025013980000	47.74545	-102.56773	NWNESEC10T149NR93W	MANDAREE	DUNN
FURBEARERS	BADGER 150-94-04B-09H TF	33053063230000	47.84871	-102.71575	SWSESEC33T151NR94W	SPOTTED HORN	MCKENZIE
FURBEARERS	BOBCAT 150-94-04A-09H TF	33053047160000	47.84871	-102.71433	SWSESEC33T151NR94W	SPOTTED HORN	MCKENZIE
FURBEARERS	COYOTE 151-94-33DH TF	33053042020000	47.84872	-102.71506	SWSESEC33T151NR94W	ANTELOPE	MCKENZIE
FURBEARERS	FOX 150-94-04A-09H	33053047170000	47.84871	-102.71392	SWSESEC33T151NR94W	ANTELOPE	MCKENZIE
FURBEARERS	MINK 150-94-04B-09H TF	33053063250000	47.84871		SWSESEC33T151NR94W	SPOTTED HORN	MCKENZIE
FURBEARERS	MUSKRAT 150-94-04B-09H	33053063220000	47.84871		SWSESEC33T151NR94W	SPOTTED HORN	MCKENZIE
FURBEARERS	PRAIRIE DOG 150-94-04A-09H	33053003220000	47.84871		SWSESEC33T151NR94W	SPOTTED HORN	MCKENZIE
FURBEARERS	RACCOON 150-94-04B-09H	33053042030000	47.84871		SWSESEC33T151NR94W	SPOTTED HORN	MCKENZIE
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GRAINS	POTATO 148-92-19B-20H TF	33025032170000	47.62731		LOT2SEC19T148NR92W	HEART BUTTE	DUNN
GRAINS	WHEAT 148-92-19B-20H	33025032160000	47.62736		LOT02SEC19T148NR92W	HEART BUTTE	DUNN
GREEK GODS EAST	APOLLO 149-93-33D-28H-TF	33025034850000	47.67483		SWSESEC33T149NR93W	MANDAREE	DUNN
GREEK GODS EAST	ATHENA 149-93-33C-28H-TF	33025034870000	47.67483		SWSESEC33T149NR93W	MANDAREE	DUNN
GREEK GODS EAST	BOREAS 149-93-33C-28H	33025034890000	47.67483	-102.58742	SWSESEC33T149NR93W	MANDAREE	DUNN
GREEK GODS EAST	EOS 149-93-33D-28H-TF	33025034810000	47.67483	-102.58629	SWSESEC33T149NR93W	MANDAREE	DUNN
GREEK GODS EAST	HERA 149-93-33D-28H	33025034840000	47.67483	-102.58671	SWSESEC33T149NR93W	MANDAREE	DUNN
GREEK GODS EAST	HOMER 149-93-33D-28H TF	33025034830000	47.67483	-102.58657	SWSESEC33T149NR93W	MANDAREE	DUNN
GREEK GODS EAST	METIS 149-93-33C-28H-TF	33025034880000	47.67483	-102.58728	SWSESEC33T149NR93W	MANDAREE	DUNN
GREEK GODS EAST	NYX 149-93-33D-28H	33025034820000	47.67483		SWSESEC33T149NR93W	MANDAREE	DUNN
GREEK GODS EAST	ZEUS 149-93-33D-28H	33025034860000	47.67483		SWSESEC33T149NR93W	MANDAREE	DUNN
GREEK GODS WEST	ATLAS 149-93-33C-28H	33025017850000	47.67402		SESWSEC33T149NR93W	MANDAREE	DUNN
GREEK GODS WEST	CALYPSO 149-93-33C-28H TF	33025017840000	47.67401		SESWSEC33T149NR93W	MANDAREE	DUNN
HANS-DUCKS	CANVASBACK 148-93-20B-29H	33025034290000	47.6309		NENWSEC20T148NR93W	MCGREGORY BUTTES	DUNN
HANS-DUCKS	DAFFY 148-93-20A-29H	33025034310000	47.63103		NENWSEC20T148NR93W	MCGREGORY BUTTES	DUNN
HANS-DUCKS	DEWEY 148-93-20B-29H-TF	33025034280000	47.6309		NENWSEC20T148NR93W	MCGREGORY BUTTES	DUNN
HANS-DUCKS	HANS 20-21H	33025013870000	47.63103	-102.56088	NENWSEC20T148NR93W	MCGREGORY BUTTES	DUNN
HANS-DUCKS	MALLARD 148-93-20B-29H TF	33025034320000	47.63103	-102.56141	NENWSEC20T148NR93W	MCGREGORY BUTTES	DUNN
HANS-DUCKS	MUSCOVY 148-93-20A-29H-TF	33025034300000	47.63103	-102.56109	NENWSEC20T148NR93W	MCGREGORY BUTTES	DUNN
HANS-DUCKS	SCROOGE 148-93-20B-29H-TF	33025034270000	47.63089	-102.56106	NENWSEC20T148NR93W	MCGREGORY BUTTES	DUNN
HENRY BAD GUN EAST	HENRY BAD GUN 16B-21-1H	33025010630000	47.5591	-102.54124	NWNWSEC16T147NR93W	MOCCASIN CREEK	DUNN
HENRY BAD GUN EAST	HENRY BAD GUN 9C-4-1H	33025010300000	47.55937	-102.54124	SWSWSEC09T147NR93W	MOCCASIN CREEK	DUNN
HENRY BAD GUN WEST	HENRY BAD GUN 17A-20-1H	33025010570000	47.55914		NENESEC17T147NR93W	MOCCASIN CREEK	DUNN
HENRY BAD GUN WEST	HENRY BAD GUN 8D-5-1H	33025010580000	47.55941		SESESEC08T147NR93W	MOCCASIN CREEK	DUNN
HORNS	TRUMPET 148-94-13AH	33025032710000	47.64368		NENESEC13T148NR94W	MCGREGORY BUTTES	DUNN
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HORSES EAST	MUSTANG 149-93-29A-32H TF	33025016690000			NENESEC29T149NR93W	MANDAREE	DUNN
HORSES EAST	PINTO 149-93-29A-32H	33025016700000			NENESEC29T149NR93W	MANDAREE	DUNN
HORSES WEST	ARABIAN 149-93-29B-32H	33025016680000			NENWSEC29T149NR93W	MANDAREE	DUNN
HUDSON	HUDSON 13-21H	33053033910000	47.7309		NENWSEC13T149NR94W	MANDAREE	MCKENZIE
ISLANDS EAST	HAWAII 148-94-23A-1H	33025014010000			NWNESEC23T148NR94W	MCGREGORY BUTTES	DUNN
ISLANDS EAST	MAUI 148-94-23A-4H TF	33025014020000			NWNESEC23T148NR94W	MCGREGORY BUTTES	DUNN
ISLANDS WEST	HILO 148-94-23B-2H TF	33025013990000	47.63082	-102.62429	NENWSEC23T148NR94W	MCGREGORY BUTTES	DUNN
ISLANDS WEST	KONA 148-94-23B-3H	33025014000000	47.63068	-102.62395	NENWSEC23T148NR94W	MCGREGORY BUTTES	DUNN
JM HALL	J.M. HALL 1-19H	33025009100000	47.63117	-102.58467	NWNWSEC19T148NR93W	WILDCAT	DUNN
LANDFORMS	CANYON 152-94-16A-21H-TF2	33053079620000	47.99098	-102.71956	NENWSEC16T152NR94W	ANTELOPE	MCKENZIE
LANDFORMS	GULLY 152-94-16A-21H-TF1	33053079630000	47.99112		NENWSEC16T152NR94W	ANTELOPE	MCKENZIE
LANDFORMS	MESA 152-94-16A-21H	33053079640000	47.99098		NENWSEC16T152NR94W	ANTELOPE	MCKENZIE
LANDFORMS	RAVINE 152-94-16A-21H	33053079610000	47.99112		NENWSEC16T152NR94W	ANTELOPE	MCKENZIE
LEVINGS ESTATE	LEVINGS ESTATE 1-08H	33025010180000	47.73268		SESESEC08T149NR93W	MANDAREE	DUNN
	LIKES EAGLE 2-31H						_
LIKES EAGLE		33025013880000	47.67331		NENESEC02T148NR95W	EAGLE NEST	DUNN
LIKES EAGLE	ISLE ROYAL 148-95-02A-11H-TF-LL	33025036590000			NENESEC02T148NR95W	EAGLE NEST	DUNN
LIKES EAGLE	ACADIA 148-95-02A-11H TF	33025016520000			NENESEC02T148NR95W	EAGLE NEST	DUNN
LIKES EAGLE	YOSEMITE 148-95-02A-11H	33025036580000			NENESEC02T148NR95W	EAGLE NEST	DUNN
LIKES EAGLE	SHILOH 148-95-02A-11H	33025036570000			NENESEC02T148NR95W	EAGLE NEST	DUNN
LIKES EAGLE	GLACIER 148-95-02A-11H TF	33025016510000	47.67345	-102.7428	NENESEC02T148NR95W	EAGLE NEST	DUNN
LIKES EAGLE	EVERGLADES 148-95-02A-11H-TF	33025036560000	47.67345	-102.74294	NENESEC02T148NR95W	EAGLE NEST	DUNN
LIKES EAGLE	YELLOWSTONE 148-95-02B-11H	33025036550000	47.67345	-102.74308	NENESEC02T148NR95W	EAGLE NEST	DUNN
	ALLIGATOR 151-94-17A-20H	33053084040000	47.90779		SWSESEC08T151NR94W	ANTELOPE	MCKENZIE
LIZARDS							
	CROCODILE 151-94-17A-20H-TF	33053084050000	47.90789	-102.73571	ISWSESEC08T151NR94W	IANTELOPE	MCKEN7IF
LIZARDS	CROCODILE 151-94-17A-20H-TF KOMODO 151-94-17A-20H-TF	33053084050000 33053084030000	47.90789 47.9077		SWSESEC08T151NR94W SWSESEC08T151NR94W	ANTELOPE ANTELOPE	MCKENZIE MCKENZIE
LIZARDS LIZARDS	KOMODO 151-94-17A-20H-TF	33053084030000	47.9077	-102.73571	SWSESEC08T151NR94W	ANTELOPE	MCKENZIE
LIZARDS				-102.73571 -102.53258			

		ADDE	NDIX A				
PAD NAME	WELL NAME	API NUMBER	LATITUDE	LONGITUDE	SURFACE LOCATION	FIELD NAME	COUNTY
MARSUPIALS EAST	FOOL BEAR 23-34H	33053034600000	47.96383		SESESEC23T152NR94W	ANTELOPE	MCKENZIE
METALS EAST	COBALT 147-93-09D-04H	33025033440000	47.55946			MOCCASIN CREEK	DUNN
METALS EAST	LEAD 147-93-16B-21H TF	33025033490000	47.55946		NENESEC16T147NR93W	MOCCASIN CREEK	DUNN
METALS EAST	NICKEL 147-93-16B-21H-TF	33025033450000	47.55946		NENESEC16T147NR93W	MOCCASIN CREEK	DUNN
METALS EAST	STEEL 147-93-09D-04H TF	33025033460000	47.55946	-102.52839	NENESEC16T147NR93W	MOCCASIN CREEK	DUNN
METALS EAST	TUNGSTEN 147-93-16A-21H	33025033470000	47.55946	-102.52824	NENESEC16T147NR93W	MOCCASIN CREEK	DUNN
METALS EAST	ZINC 147-93-09D-04H	33025033480000	47.55946	-102.5281	NENESEC16T147NR93W	MOCCASIN CREEK	DUNN
METALS NORTH	ALUMINUM 148-93-32CH	33025032870000	47.58996	-102.56304	SWSWSEC32T148NR93W	MCGREGORY BUTTES	DUNN
METALS NORTH	CHROME 147-93-05B-08H	33025032880000	47.58996	-102.5629	SWSWSEC32T148NR93W	MOCCASIN CREEK	DUNN
METALS NORTH	GOLD 147-93-05B-08H-TF	33025032860000	47.58996	-102.56319	SWSWSEC32T148NR93W	MOCCASIN CREEK	DUNN
METALS NORTH	SODIUM 147-93-05B-08H-TF	33025032890000	47.58996	-102.56276	SWSWSEC32T148NR93W	MOCCASIN CREEK	DUNN
METALS NORTH	ZIRCONIUM 147-93-05B-08H	33025032850000	47.58996	-102.56333	SWSWSEC32T148NR93W	MOCCASIN CREEK	DUNN
MILES	MILES 151-94-28D-21H TF	33053035920000	47.86356	-102.7082	SESESEC28T151NR94W	ANTELOPE	MCKENZIE
MOUNTAINS	BLANC 148-95-12D-01H	33025032900000	47.64681	-102.7195	SESESEC12T148NR95W	EAGLE NEST	DUNN
MOUNTAINS	DENALI 148-95-12D-01H TF	33025031600000	47.64681	-102.71889	SESESEC12T148NR95W	EAGLE NEST	DUNN
MOUNTAINS	ELBERT 148-95-12D-01H-TF	33025032480000	47.64681	-102.7193	SESESEC12T148NR95W	EAGLE NEST	DUNN
MOUNTAINS	EVANS 148-95-12D-01H	33025032920000	47.64681	-102.71991	SESESEC12T148NR95W	EAGLE NEST	DUNN
MOUNTAINS	EVEREST 148-95-12D-01H	33025031590000	47.64681	-102.71869	SESESEC12T148NR95W	EAGLE NEST	DUNN
MOUNTAINS	VINSON 148-95-12D-01H-TF	33025032910000	47.64681	-102.71971	SESESEC12T148NR95W	EAGLE NEST	DUNN
MOUNTAINS	WHITNEY 148-95-12D-01H	33025032470000	47.64681	-102.7191	SESESEC12T148NR95W	EAGLE NEST	DUNN
MUSIC EAST	CHORD 148-93-18D-07-3H	33025014320000	47.6331	-102.57378	SWSESEC18T148NR93W	MCGREGORY BUTTES	DUNN
MUSIC EAST	MUSIC 148-93-18D-07-4H TF	33025014330000	47.6331	-102.57419	SWSESEC18T148NR93W	MCGREGORY BUTTES	DUNN
MUSIC WEST	DUET 148-93-18C-07-1H	33025014340000	47.63225	-102.57972	SESWSEC18T148NR93W	MCGREGORY BUTTES	DUNN
MUSIC WEST	HARMONY 148-93-18C-07-2H TF	33025014350000	47.63225	-102.58012	SESWSEC18T148NR93W	MCGREGORY BUTTES	DUNN
OCEANS	ARCTIC 150-94-36BH	33053064750000	47.77374	-102.65977	NWNWSEC36T150NR94W	SPOTTED HORN	MCKENZIE
OWLS	BARN 147-94-13A-24H	33025028850000	47.557	-102.59212	NENESEC13T147NR94W	MCGREGORY BUTTES	DUNN
OWLS	BURROWING 147-94-13B-24H	33025028820000	47.55751	-102.5928	NENESEC13T147NR94W	MCGREGORY BUTTES	DUNN
OWLS	HORNED 147-93-18B-19H	33025020850000	47.55731	-102.59253	NENESEC13T147NR94W	MOCCASIN CREEK	DUNN
OWLS	PYGMY 147-93-18B-19H TF	33025020860000	47.55721	-102.5924	NENESEC13T147NR94W	MOCCASIN CREEK	DUNN
OWLS	SCREECH 147-94-13B-24H	33025028830000	47.55741	-102.59267	NENESEC13T147NR94W	MCGREGORY BUTTES	DUNN
OWLS	SNOWY 147-94-13A-24H TF	33025028840000	47.55711	-102.59226	NENESEC13T147NR94W	MCGREGORY BUTTES	DUNN
PATRICIA CHARGING	PATRICIA CHARGING 4-15H	33025009420000	47.73065	-102.57649	NWNWSEC15T149NR93W	MANDAREE	DUNN
PEPPERS	ANCHO 148-94-11C-2H	33025034710000	47.64699	-102.61415	SESESEC11T148NR94W	MCGREGORY BUTTES	DUNN
PEPPERS	HIDALGO 148-94-11C-2H-TF	33025034700000	47.64699	-102.61429	SESESEC11T148NR94W	MCGREGORY BUTTES	DUNN
PEPPERS	SANTAKA 148-94-11C-2H-TF	33025034720000	47.64699	-102.61401	SESESEC11T148NR94W	MCGREGORY BUTTES	DUNN
PEPPERS	SERRANO 148-94-11D-2H-TF	33025034750000	47.64699	-102.61358	SESESEC11T148NR94W	MCGREGORY BUTTES	DUNN
PEPPERS	TABICHE 148-94-11C-2H	33025034740000	47.64699	-102.61372	SESESEC11T148NR94W	MCGREGORY BUTTES	DUNN
PEPPERS	THAI 148-94-11C-2H-TF	33025034730000	47.64699	-102.61386	SESESEC11T148NR94W	MCGREGORY BUTTES	DUNN
PEPPERS-TOOLS WEST	FORGE 148-94-11B-3H	33025013770000	47.65983	-102.62354	NENWSEC11T148NR94W	MCGREGORY BUTTES	DUNN
PEPPERS-TOOLS WEST	JALAPENO 148-94-02C-3H	33025013760000	47.65998	-102.62325	NENWSEC11T148NR94W	MCGREGORY BUTTES	DUNN
PITCH-TENNIS WEST	KNUCKLE 149-92-19C-18H	33025015860000	47.70399	-102.50602	SESWSEC19T149NR92W	HEART BUTTE	DUNN
PITCH-TENNIS WEST	NET 149-92-30B-31H	33025015880000	47.70399	-102.50521	SESWSEC19T149NR92W	HEART BUTTE	DUNN
RED TIPPED ARROW	AUDREY RABBITHEAD HALL 33-11H	33053032010000	47.77466	-102.7275	NWNWSEC33T150NR94W	SPOTTED HORN	MCKENZIE
RED TIPPED ARROW	RED TIPPED ARROW 33-11H	33053030480000	47.77452		NWNWSEC33T150NR94W	SPOTTED HORN	MCKENZIE
ROBERTS TRUST	ROBERTS TRUST 1-13H	33025009820000	47.63475		SWSWSEC13T148NR94W	MCGREGORY BUTTES	DUNN
ROBERTS TRUST	ROBERTS TRUST 13C-2H TF	33025012080000	47.63486		SWSWSEC13T148NR94W	MCGREGORY BUTTES	DUNN
SEWING EAST	BOBBIN 149-93-04D-03H TF	33025027380000	47.74826	+		MANDAREE	DUNN
SEWING EAST	QUILT 149-93-04D-03H	33025027370000	47.7484		SWSWSEC02T149NR93W	MANDAREE	DUNN
SEWING EAST	THREAD 149-93-04D-03H	33025027390000			SWSWSEC02T149NR93W	MANDAREE	DUNN
SEWING WEST	NEEDLE 149-93-05AH	33025016750000	47.75895	1	LOT1SEC05T149NR93W	MANDAREE	DUNN
SEWING WEST	SCISSORS 149-93-04B-03H	33025034210000	47.75906		LOT1SEC05T149NR93W	MANDAREE	DUNN
SEWING WEST	SERGER 149-93-04B-03H TF	33025016740000	47.75907	 	LOT1SEC05T149NR93W	MANDAREE	DUNN
SEWING WEST	TAILOR 149-93-04B-03H-TF	33025034190000	47.75919	1	LOT1SEC05T149NR93W	MANDAREE	DUNN
SEWING WEST	THIMBLE 149-93-04B-03H	33025034200000			LOT1SEC05T149NR93W	MANDAREE	DUNN
SHRUBS	CAMELIA 148-94-16CH	33025034450000			SWSESEC16T148NR94W	EAGLE NEST	DUNN
SNAKES	BULL 152-94-18B-19H TF	33053054730000	47.99317		SWSWSEC07T152NR94W	ANTELOPE	MCKENZIE
SNAKES	HOGNOSE 152-94-18B-19H TF	33053054750000	47.99317		SESWSEC07T152NR94W	ANTELOPE	MCKENZIE
SNAKES	RATTLE 152-94-18B-19H	33053054740000	47.99317	-	SWSWSEC07T152NR94W	ANTELOPE	MCKENZIE
SNAKES	RIBBON 152-94-18B-19H	33053053860000	47.99317		SESWSEC07T152N94W	ANTELOPE	MCKENZIE
SNAKES EAST	GARTER 152-94-18A-19H	33053076790000	47.99086		NENESEC18T152NR94W	ANTELOPE	MCKENZIE
SNAKES EAST	RACER 152-94-18A-19H-TF	33053076780000	47.99072	+	NENESEC18T152NR94W	ANTELOPE	MCKENZIE
SNAKES EAST	REDBELLY 152-94-18A-19H-TF	33053076840000	47.99099		NENESEC18T152NR94W	ANTELOPE	MCKENZIE
SNAKES EAST	SMOOTH GREEN 152-94-18A-19H	33053076770000	47.99058		NENESEC18T152NR94W	ANTELOPE	MCKENZIE
SOWARD	SOWARD 1-05H	33025008900000	47.74755	1	SESWSEC05T149NR93W	MANDAREE	DUNN
SPICES	HIDATSA HILLS 26-21H	33025032780000	47.68986		SWSWSEC26T149NR93W	MANDAREE	DUNN
STRINGS	BANJO 149-94-02B-01H TF	33053047870000	47.75884		NWNWSEC02T149NR94W	MANDAREE	MCKENZIE
STRINGS	GRASSY KNOLL 2-11H	33053047860000		1	NWNWSEC02T149NR94W	MANDAREE	MCKENZIE
TAT 2-1H	TAT (714A) 2-1H	33025008970000			LOT2SEC01T148NR95W	EAGLE NEST	DUNN
		33025013620000	47.64661	-102.5954	SWSESEC12T148NR94W	MCGREGORY BUTTES	DUNN
TREES EAST	CEDAR 148-94-12D-01-4H	+					
TREES EAST TREES EAST	PINE 148-94 12D-01-3H	33025013610000	47.64661		SWSESEC12T148NR94W	MCGREGORY BUTTES	DUNN
TREES EAST TREES EAST TREES WEST	PINE 148-94 12D-01-3H OAK 148-94-12C-01-1H	33025013610000 33025013640000	47.6469	-102.60169	SESWSEC12T148NR94W	MCGREGORY BUTTES	DUNN
TREES EAST TREES EAST TREES WEST TREES WEST	PINE 148-94 12D-01-3H OAK 148-94-12C-01-1H SPRUCE 148-94 12C-01-2H TF	33025013610000 33025013640000 33025013630000	47.6469 47.64662	-102.60169 -102.60169	SESWSEC12T148NR94W SESWSEC12T148NR94W	MCGREGORY BUTTES MCGREGORY BUTTES	DUNN DUNN
TREES EAST TREES EAST TREES WEST TREES WEST TRIBES EAST	PINE 148-94 12D-01-3H OAK 148-94-12C-01-1H SPRUCE 148-94 12C-01-2H TF ARIKARA 150-94-32D-29H TF	33025013610000 33025013640000 33025013630000 33053037860000	47.6469 47.64662 47.76155	-102.60169 -102.60169 -102.73724	SESWSEC12T148NR94W SESWSEC12T148NR94W SWSESEC32T150NR94W	MCGREGORY BUTTES MCGREGORY BUTTES SPOTTED HORN	DUNN DUNN MCKENZIE
TREES EAST TREES EAST TREES WEST TREES WEST	PINE 148-94 12D-01-3H OAK 148-94-12C-01-1H SPRUCE 148-94 12C-01-2H TF	33025013610000 33025013640000 33025013630000	47.6469 47.64662	-102.60169 -102.60169 -102.73724 -102.73726	SESWSEC12T148NR94W SESWSEC12T148NR94W	MCGREGORY BUTTES MCGREGORY BUTTES	DUNN DUNN

	APPENDIX A										
PAD NAME	WELL NAME	API NUMBER	LATITUDE	LONGITUDE	SURFACE LOCATION	FIELD NAME	COUNTY				
TRIBES EAST	TAT 150-94-32D-29H	33053037850000	47.76155	-102.73703	SWSESEC32T150NR94W	SPOTTED HORN	MCKENZIE				
TRIBES WEST	FORT BERTHOLD 150-94-32C-29H	33053079230000	47.76155	-102.74038	SESWSEC32T150NR94W	SPOTTED HORN	MCKENZIE				
TRIBES WEST	HIDATSA 150-94-32C-29H	33053037840000	47.76156	-102.74058	SESWSEC32T150NR94W	SPOTTED HORN	MCKENZIE				
TRIBES WEST	MANDAN 150-94-32C-29H TF	33053037830000	47.76151	-102.74076	SESWSEC32T150NR94W	SPOTTED HORN	MCKENZIE				
TRIBES WEST	MANDAREE 150-94-32C-29H TF	33053078480000	47.76152	-102.73973	SESWSEC32T150NR94W	SPOTTED HORN	MCKENZIE				
TURTLES EAST	BOX 152-94-33D-28H-TF2	33053085910000	47.93606	-102.71628	SWSESEC33T152NR94W	ANTELOPE	MCKENZIE				
TURTLES EAST	HAWKSBILL 152-94-33D-28H	33053085880000	47.93578	-102.71628	SWSESEC33T152NR94W	ANTELOPE	MCKENZIE				
TURTLES EAST	PAINTED 152-94-33D-28H	33053085900000	47.93597	-102.71628	SWSESEC33T152NR94W	ANTELOPE	MCKENZIE				
TURTLES EAST	TERRAPIN 152-94-33D-28H	33053085920000	47.93616	-102.71628	SWSESEC33T152NR94W	ANTELOPE	MCKENZIE				
TURTLES EAST	TORTOISE 152-94-33C-28H-TF1	33053085870000	47.93568	-102.71628	SWSESEC33T152NR94W	ANTELOPE	MCKENZIE				
TURTLES-BUTTERFLIES	MONARCH 152-94-32D-29H	33053056650000	47.93611	-102.73298	SESESEC32T152NR94W	ANTELOPE	MCKENZIE				
TURTLES-BUTTERFLIES	SNAPPER 152-94-33C-28H	33053056620000	47.9361	-102.73237	SESESEC32T152NR94W	ANTELOPE	MCKENZIE				
TURTLES-BUTTERFLIES	SOFTSHELL 152-94-33C-28H TF	33053056610000	47.9361	-102.73216	SESESEC32T152NR94W	ANTELOPE	MCKENZIE				
TURTLES-BUTTERFLIES	SWALLOW TAIL 152-94-32D-29H	33053056630000	47.9361	-102.73257	SESESEC32T152NR94W	ANTELOPE	MCKENZIE				
TURTLES-BUTTERFLIES	VICEROY 152-94-32D-29H TF	33053056640000	47.93611	-102.73278	SESESEC32T152NR94W	ANTELOPE	MCKENZIE				
VEGETATION NORTH	ARNICA 149-93-21B-22H TF	33025016780000	47.71309	-102.60135	SENESEC20T149NR93W	MANDAREE	DUNN				
VEGETATION NORTH	BLACKBERRY 149-93-21B-22H	33025035650000	47.71317	-102.60141	SENESEC20T149NR93W	MANDAREE	DUNN				
VEGETATION NORTH	BOXWOOD 149-93-21B-22H-TF	33025035640000	47.71326	-102.60148	SENESEC20T149NR93W	MANDAREE	DUNN				
VEGETATION NORTH	CHOKECHERRY 149-93-21A-22H	33025016790000	47.71287	-102.60112	SENESEC20T149NR93W	MANDAREE	DUNN				
VEGETATION NORTH	MARIGOLD 149-93-21B-22H-LL	33025035630000	47.71334	-102.60155	SENESEC20T149NR93W	MANDAREE	DUNN				
VEGETATION NORTH	MULBERRY 149-93-21B-22H-TF	33025035660000	47.713	-102.60128	SENESEC20T149NR93W	MANDAREE	DUNN				
VEGETATION SOUTH	BLUESTEM 149-93-21C-22H TF	33025016770000	47.70741	-102.59888	NWSWSEC21T149NR93W	MANDAREE	DUNN				
VEGETATION SOUTH	WORMWOOD 149-93-21C-22H	33025016760000	47.70714	-102.59888	NWSWSEC21T149NR93W	MANDAREE	DUNN				
VEGETATION SOUTH	ELDERBERRY 149-93-21C-22H	33025036280000	47.70760	-102.59885	NWSWSEC21T149NR93W	MANDAREE	DUNN				
VEGETATION SOUTH	FIREWEED 149-93-21C-22H	33025036270000	47.70750	-102.59885	NWSWSEC21T149NR93W	MANDAREE	DUNN				
VEGETATION SOUTH	MOSS 149-93-21C-22H-LL	33025036250000	47.70722	-102.59886	NWSWSEC21T149NR93W	MANDAREE	DUNN				
VEGETATION SOUTH	WISTERIA 149-93-21C-22H-TF	33025036260000	47.70732	-102.59886	NWSWSEC21T149NR93W	MANDAREE	DUNN				
VOIGT	VOIGT 24-21H	33025007140000	47.63098	-102.59944	NENWSEC24T148NR94W	MCGREGORY BUTTES	DUNN				
VOIGT-ZANE	VOIGT 32-34H	33025008480000	47.58873	-102.55771	SESWSEC32T148NR93W	MCGREGORY BUTTES	DUNN				
VOIGT-ZANE	ZANE 32-24H	33025009490000	47.58873	-102.55795	SESWSEC32T148NR93W	MCGREGORY BUTTES	DUNN				
WARRIORS	COURAGE 150-94-06A-18H	33053053320000	47.84689	-102.76072	LOT2SEC06T150NR94W	SPOTTED HORN	MCKENZIE				
WARRIORS	GRACE 150-94-06B-07H	33053043120000	47.84686	-102.76091	LOT3SEC06T150NR94W	SPOTTED HORN	MCKENZIE				
WARRIORS	HONOR 150-94-06B-18H TF	33053043110000	47.84685	-102.76085	LOT3SEC06T150NR94W	SPOTTED HORN	MCKENZIE				
WARRIORS	PRIDE 150-94-06A-18H TF	33053053330000	47.84689	-102.76031	LOT2SEC06T150NR94W	SPOTTED HORN	MCKENZIE				
WEATHER NORTH	RAIN 149-93-07A-12H TF	33025021770000	47.74099	-102.6249	SENESEC07T149NR93W	MANDAREE	DUNN				
WEATHER NORTH	SNOW 149-93-07A-12H	33025021780000	47.74108	-102.62467	SENESEC07T149NR93W	MANDAREE	DUNN				
WEATHER SOUTH	LIGHTNING 149-93-07D-12H	33025036480000	47.73542	-102.62407	SESESEC07T149NR93W	MANDAREE	DUNN				
WEATHER SOUTH	SQUALL 149-93-07D-12H-TF	33025036470000	47.73533	-102.62407	SESESEC07T149NR93W	MANDAREE	DUNN				
WEATHER SOUTH	STORMY 149-93-07D-12H-LL	33025036460000	47.73514	-102.62407	SESESEC07T149NR93W	MANDAREE	DUNN				
WEATHER SOUTH	SUN 149-93-07D-12H	33025021800000	47.73551	-102.62407	NESESEC07T149NR93W	MANDAREE	DUNN				
WEATHER SOUTH	TYPHOON 149-93-07D-12H-TF	33025036490000	47.73561	-102.62407	SESESEC07T149NR93W	MANDAREE	DUNN				
WEATHER SOUTH	WIND 149-93-07D-12H TF	33025021790000	47.73518	-102.62358	SESESEC07T149NR93W	MANDAREE	DUNN				
WHALES NORTH	BELUGA 148-93-06B-05-3H	33025015100000	47.66982	-102.58695	SWNWSEC06T148NR93W	MCGREGORY BUTTES	DUNN				
WHALES NORTH	HUMPBACK 148-93-06B-05-4H TF	33025015090000	47.66955	-102.58686	SWNWSEC06T148NR93W	MCGREGORY BUTTES	DUNN				
WOMAN CREEK	WOMAN CREEK 4-11H	33025008360000	47.67206	-102.5432	NWNWSEC04T148NR93W	UNNAMED	DUNN				
YELLOWBIRD	SITKA 149-93 06A-3H TF	33025012400000	47.76022	-102.62996	NWNESEC06T149NR93W	MANDAREE	DUNN				
YELLOWBIRD	YELLOWBIRD 6A-1H	33025012390000	47.76019	-102.63024	NWNESEC06T149NR93W	MANDAREE	DUNN				

		ADDE	NDIX B				
PAD NAME	WELL NAME	API NUMBER		LONGITUDE	SURFACE LOCATION	FIELD NAME	COUNTY
AFRICAN ANIMALS SOUTH	HIPPO 148-94-03A-10-4H TF	33025015150000	47.67274	-102.63528		MCGREGORY BUTTES	DUNN
AFRICAN ANIMALS SOUTH	JACKAL 149-93-31A-30-1H	33025015180000	47.67336		LOT1SEC03T148NR94W	MANDAREE	DUNN
AFRICAN ANIMALS SOUTH	LION 149-93-31A-30-2H TF	33025015170000	47.67315	-102.63473	LOT1SEC03T148NR94W	MANDAREE	DUNN
AFRICAN ANIMALS SOUTH	RHINO 148-94-03A-10-3H	33025015160000	47.67295	-102.63501	LOT1SEC03T148NR94W	MCGREGORY BUTTES	DUNN
AFRICAN ANIMALS-FISH WEST	GROUPER 149-94-36D-25H	33025015110000	47.67346		NENWSEC03T148NR94W	MCGREGORY BUTTES	DUNN
AFRICAN ANIMALS-FISH WEST	IMPALA 148-94-03B-10-1H	33025015140000	47.67346		NENWSEC03T148NR94W	MCGREGORY BUTTES	DUNN
BAGS	HALL 5-11H	33053036390000	47.8454	-102.74752		SPOTTED HORN	MCKENZIE
BAKER-BIRON	BAKER 20-34H	33025010660000			SWSESEC20T149NR92W	HEART BUTTE	DUNN
BAKER-BIRON BAKER-BIRON	BAKER 29-31H BIRON 20-24H	33025011890000 33025010670000	47.70371 47.70381		SWSESEC20T149NR92W SWSESEC20T149NR92W	HEART BUTTE	DUNN
BIKES-DWELLINGS NORTH	BMX 148-93-23B-24H TF	33025010670000	47.62873		NWNWSEC23T148NR93W	HEART BUTTE SOUTH FORK	DUNN
BIKES-DWELLINGS NORTH	EARTH LODGE 148-93-22A-21H TF	33025015210000	47.62864		NWNWSEC23T148NR93W	SOUTH FORK	DUNN
BIKES-DWELLINGS NORTH	TANDEM 148-93-23B-24H	33025015190000	47.62878		NWNWSEC23T148NR93W	SOUTH FORK	DUNN
BIKES-DWELLINGS NORTH	TIPI 148-93-22A-21H	33025015220000	47.62869		NWNWSEC23T148NR93W	SOUTH FORK	DUNN
BIRDS NORTH	FINCH 148-92-22A-21H	33025031260000	47.62696	-102.37185	SWNWSEC23T148NR92W	HEART BUTTE	DUNN
BIRDS NORTH	ROBIN 148-92-23B-24H	33025031250000	47.62686	-102.37188	SWNWSEC23T148NR92W	HEART BUTTE	DUNN
BRADFIELD-GEMSTONES	BRADFIELD 31-14H	33053040220000	47.67507	-102.76982	SWSWSEC31T149NR94W	EAGLE NEST	MCKENZIE
BRADFIELD-GEMSTONES	EMERALD 148-95-03A-10H	33053040230000	47.67511	-102.77002	SWSWSEC31T149NR94W	EAGLE NEST	MCKENZIE
CACTUS	CACTUS 149-92-35B-05H TF	33025027140000	47.68783		NENWSEC35T149NR92W	HEART BUTTE	DUNN
CACTUS	DESERT ROSE 149-92-35A-04H TF	33025032180000	47.68783		NENWSEC35T149NR92W	HEART BUTTE	DUNN
CACTUS	EUPHORBIA 149-92-35B-05H	33025027150000	47.68781		NENWSEC35T149NR92W	HEART BUTTE	DUNN
CACTUS	OCOTILLO 149-92-35A-04H	33025029470000	47.68783 47.68783		NENWSEC35T149NR92W NENWSEC35T149NR92W	HEART BUTTE	DUNN
CACTUS	REBUTIA 149-92-35B-05H	33025027190000 33025027160000	47.68783		NENWSEC35T149NR92W	HEART BUTTE	DUNN
CACTUS	SAGUARO 149-92-35A-04H WOOLY TORCH 149-92-35A-04H	33025027160000	47.68783		NENWSEC35T149NR92W	HEART BUTTE HEART BUTTE	DUNN
CLOUDS EAST	CIRRUS 149-94-33D-28H	33053045070000	47.67483		SESESEC33T149NR94W	EAGLE NEST	MCKENZIE
CLOUDS EAST	NIMBUS 149-94-33D-28H	33053045080000	47.67483		SESESEC33T149NR94W	EAGLE NEST	MCKENZIE
CROPS-FISH SOUTH	BULLHEAD 148-93-15D-16H TF	33025017750000	47.636		NWSWSEC14T148NR93W	SOUTH FORK	DUNN
CROPS-FISH SOUTH	CATFISH 148-93-15D-16H	33025020370000	47.63593	-102.50139	NWSWSEC14T148NR93W	SOUTH FORK	DUNN
CROPS-FISH SOUTH	PUMPKIN 148-93-14C-13H TF	33025020380000	47.63568	-102.50052	NWSWSEC14T148NR93W	SOUTH FORK	DUNN
CROPS-FISH SOUTH	TOBACCO 148-93-14C-13H	33025020390000	47.63557	-102.50077	NWSWSEC14T148NR93W	SOUTH FORK	DUNN
DANKS	DANKS 17-44H	33053032960000	47.89196	-102.73152	SESESEC17T151NR94W	ANTELOPE	MCKENZIE
DANKS	DANKS 20-41H	33053032970000	47.89177		SESESEC17T151NR94W	ANTELOPE	MCKENZIE
DOGS EAST	POINTER 149-94-23AH	33053037110000	47.71604		NWNESEC23T149NR94W	SQUAW CREEK	MCKENZIE
ELEMENTS EAST	FIRE 151-94-16DH	33053072630000	47.89026		NENESEC21T151NR94W	ANTELOPE	MCKENZIE
ELEMENTS EAST	FURLONG 151-94-21A-28H	33053072610000	47.89026 47.89027		NWNESEC21T151NR94W	ANTELOPE	MCKENZIE
ELEMENTS EAST ETHAN HALL	WATER 151-94-16DH-TF ANNA G. BAKER 6B-30-2H TF	33053072620000 33025011720000	47.89027	!	NWNESEC21T151NR94W NENWSEC06T147NR93W	ANTELOPE MCGREGORY BUTTES	DUNN
ETHAN HALL	ANNA G. BAKER 6B-7-2H TF	33025014150000	47.58774		NENWSEC06T147NR93W	MOCCASIN CREEK	DUNN
ETHAN HALL	DANCE HALL 147-93-06B-07H	33025030260000	47.58774		NENWSEC06T147NR93W	MOCCASIN CREEK	DUNN
ETHAN HALL	ETHAN HALL 6B-31-30-1H	33025010170000	47.58762		NENWSEC06T147NR93W	MCGREGORY BUTTES	DUNN
ETHAN HALL	ETHAN HALL 6B-7-1H	33025010160000	47.58763		NENWSEC06T147NR93W	MOCCASIN CREEK	DUNN
ETHAN HALL	TOWN HALL 148-93-31C-30H	33025030270000	47.58774	-102.58259	NENWSEC06T147NR93W	MCGREGORY BUTTES	DUNN
FISH WEST	BAIT 149-95-36C-25H	33053068730000	47.67473	-102.79049	LOT4SEC36T149NR95W	EAGLE NEST	MCKENZIE
FISH WEST	QUILLFISH 149-95-36C-25H-TF-LLW	33053074210000	47.67473	-102.79069	LOT4SEC36T149NR95W	EAGLE NEST	MCKENZIE
FISH WEST	TACKLE 149-95-36C-25H-TF	33053068740000	47.67473		LOT4SEC36T149NR95W	EAGLE NEST	MCKENZIE
FOX RIDGE	FOX RIDGE 10-21H	33025013230000	47.74538		NWNESEC10T149NR93W	MANDAREE	DUNN
FOX RIDGE	MORRISON 149-93-10AH	33025013970000	47.74545		NWNESEC10T149NR93W	MANDAREE	DUNN
FOX RIDGE	RED ROCKS 149-93-10AH	33025013980000			NWNESEC10T149NR93W	MANDAREE	DUNN
FURBEARERS FURBEARERS	BADGER 150-94-04B-09H TF BOBCAT 150-94-04A-09H TF	33053063230000 33053047160000			SWSESEC33T151NR94W SWSESEC33T151NR94W	SPOTTED HORN SPOTTED HORN	MCKENZIE MCKENZIE
FURBEARERS	COYOTE 151-94-33DH TF	33053047100000	47.84871		SWSESEC33T151NR94W	ANTELOPE	MCKENZIE
FURBEARERS	FOX 150-94-04A-09H	33053042020000			SWSESEC33T151NR94W	ANTELOPE	MCKENZIE
FURBEARERS	MINK 150-94-04B-09H TF	33053063250000	47.84871		SWSESEC33T151NR94W	SPOTTED HORN	MCKENZIE
FURBEARERS	MUSKRAT 150-94-04B-09H	33053063220000			SWSESEC33T151NR94W	SPOTTED HORN	MCKENZIE
FURBEARERS	PRAIRIE DOG 150-94-04A-09H	33053042030000	47.84871	-102.71473	SWSESEC33T151NR94W	SPOTTED HORN	MCKENZIE
FURBEARERS	RACCOON 150-94-04B-09H	33053063240000	47.84871	-102.71555	SWSESEC33T151NR94W	SPOTTED HORN	MCKENZIE
GRAINS	POTATO 148-92-19B-20H TF	33025032170000	47.62731	-102.46018	LOT2SEC19T148NR92W	HEART BUTTE	DUNN
GRAINS	WHEAT 148-92-19B-20H	33025032160000	47.62736	-102.4603	LOT02SEC19T148NR92W	HEART BUTTE	DUNN
GREEK GODS WEST	ATLAS 149-93-33C-28H	33025017850000			SESWSEC33T149NR93W	MANDAREE	DUNN
GREEK GODS WEST	CALYPSO 149-93-33C-28H TF	33025017840000			SESWSEC33T149NR93W	MANDAREE	DUNN
HENRY BAD GUN EAST	HENRY BAD GUN 16B-21-1H	33025010630000	47.5591		NWNWSEC16T147NR93W	MOCCASIN CREEK	DUNN
HENRY BAD GUN EAST	HENRY BAD GUN 9C-4-1H	33025010300000	47.55937		SWSWSEC09T147NR93W	MOCCASIN CREEK	DUNN
HENRY BAD GUN WEST HENRY BAD GUN WEST	HENRY BAD GUN 17A-20-1H HENRY BAD GUN 8D-5-1H	33025010570000 33025010580000	47.55914 47.55941		NENESEC17T147NR93W SESESEC08T147NR93W	MOCCASIN CREEK MOCCASIN CREEK	DUNN
HORSES EAST	MUSTANG 149-93-29A-32H TF	33025010580000			NENESEC29T149NR93W	MANDAREE	DUNN
HORSES EAST	PINTO 149-93-29A-32H	33025016700000			NENESEC29T149NR93W	MANDAREE	DUNN
HUDSON	HUDSON 13-21H	33053033910000	47.7309		NENWSEC13T149NR94W	MANDAREE	MCKENZIE
ISLANDS EAST	HAWAII 148-94-23A-1H	33025014010000			NWNESEC23T148NR94W	MCGREGORY BUTTES	DUNN
ISLANDS EAST	MAUI 148-94-23A-4H TF	33025014020000			NWNESEC23T148NR94W	MCGREGORY BUTTES	DUNN
ISLANDS WEST	HILO 148-94-23B-2H TF	33025013990000			NENWSEC23T148NR94W	MCGREGORY BUTTES	DUNN
ISLANDS WEST	KONA 148-94-23B-3H	33025014000000			NENWSEC23T148NR94W	MCGREGORY BUTTES	DUNN
MARSUPIALS EAST	FLYER 152-94-23DH TF	33053071600000	47.96383	-102.66921	SESESEC23T152NR94W	ANTELOPE	MCKENZIE
MARSUPIALS EAST	FOOL BEAR 23-34H	33053034600000	47.96383		SESESEC23T152NR94W	ANTELOPE	MCKENZIE
MUSIC EAST	CHORD 148-93-18D-07-3H	33025014320000	47.6331		SWSESEC18T148NR93W	MCGREGORY BUTTES	DUNN

APPENDIX B									
PAD NAME	WELL NAME	API NUMBER		LONGITUDE	SURFACE LOCATION	FIELD NAME	COUNTY		
MUSIC EAST	MUSIC 148-93-18D-07-4H TF	33025014330000	47.6331		SWSESEC18T148NR93W	MCGREGORY BUTTES	DUNN		
MUSIC WEST	DUET 148-93-18C-07-1H	33025014340000		-102.57972	SESWSEC18T148NR93W	MCGREGORY BUTTES	DUNN		
MUSIC WEST	HARMONY 148-93-18C-07-2H TF	33025014350000			SESWSEC18T148NR93W	MCGREGORY BUTTES	DUNN		
OCEANS	ARCTIC 150-94-36BH	33053064750000	47.77374		NWNWSEC36T150NR94W	SPOTTED HORN	MCKENZIE		
OWLS	BARN 147-94-13A-24H	33025028850000	47.557		NENESEC13T147NR94W	MCGREGORY BUTTES	DUNN		
OWLS	BURROWING 147-94-13B-24H	33025028820000			NENESEC13T147NR94W	MCGREGORY BUTTES	DUNN		
OWLS	HORNED 147-93-18B-19H	33025020850000	47.55731		NENESEC13T147NR94W	MOCCASIN CREEK	DUNN		
OWLS	PYGMY 147-93-18B-19H TF	33025020860000			NENESEC13T147NR94W	MOCCASIN CREEK	DUNN		
OWLS	SCREECH 147-94-13B-24H	33025028830000			NENESEC13T147NR94W	MCGREGORY BUTTES	DUNN		
OWLS	SNOWY 147-94-13A-24H TF	33025028840000	47.55711		NENESEC13T147NR94W	MCGREGORY BUTTES	DUNN		
PEPPERS-TOOLS WEST	FORGE 148-94-11B-3H	33025013770000			NENWSEC11T148NR94W	MCGREGORY BUTTES	DUNN		
PEPPERS-TOOLS WEST	JALAPENO 148-94-02C-3H	33025013760000			NENWSEC11T148NR94W	MCGREGORY BUTTES	DUNN		
PITCH-TENNIS WEST	KNUCKLE 149-92-19C-18H	33025015860000	47.70399	-102.50602	SESWSEC19T149NR92W	HEART BUTTE	DUNN		
PITCH-TENNIS WEST	NET 149-92-30B-31H	33025015880000	47.70399		SESWSEC19T149NR92W	HEART BUTTE	DUNN		
SEWING EAST	BOBBIN 149-93-04D-03H TF	33025027380000	 	-102.55629	SWSWSEC02T149NR93W	MANDAREE	DUNN		
SEWING EAST	QUILT 149-93-04D-03H	33025027370000	47.7484		SWSWSEC02T149NR93W	MANDAREE	DUNN		
SEWING EAST	THREAD 149-93-04D-03H	33025027390000	47.74813		SWSWSEC02T149NR93W	MANDAREE	DUNN		
SEWING WEST	NEEDLE 149-93-05AH	33025016750000	 		LOT1SEC05T149NR93W	MANDAREE	DUNN		
SEWING WEST	SERGER 149-93-04B-03H TF	33025016740000			LOT1SEC05T149NR93W	MANDAREE	DUNN		
SNAKES	BULL 152-94-18B-19H TF	33053054730000	47.99317		SWSWSEC07T152NR94W	ANTELOPE	MCKENZIE		
SNAKES	HOGNOSE 152-94-18B-19H TF	33053054750000	 		SESWSEC07T152NR94W	ANTELOPE	MCKENZIE		
SNAKES	RATTLE 152-94-18B-19H	33053054740000	 		SWSWSEC07T152NR94W	ANTELOPE	MCKENZIE		
SNAKES	RIBBON 152-94-18B-19H	33053053860000			SESWSEC07T152N94W	ANTELOPE	MCKENZIE		
STRINGS	BANJO 149-94-02B-01H TF	33053047870000	47.75884		NWNWSEC02T149NR94W	MANDAREE	MCKENZIE		
STRINGS	GRASSY KNOLL 2-11H	33053047860000			NWNWSEC02T149NR94W	MANDAREE	MCKENZIE		
TREES EAST	CEDAR 148-94-12D-01-4H	33025013620000	 		SWSESEC12T148NR94W	MCGREGORY BUTTES	DUNN		
TREES EAST	PINE 148-94 12D-01-3H	33025013610000	47.64661		SWSESEC12T148NR94W	MCGREGORY BUTTES	DUNN		
TREES WEST	OAK 148-94-12C-01-1H	33025013640000	47.6469		SESWSEC12T148NR94W	MCGREGORY BUTTES	DUNN		
TREES WEST	SPRUCE 148-94 12C-01-2H TF	33025013630000	 		SESWSEC12T148NR94W	MCGREGORY BUTTES	DUNN		
TRIBES EAST	ARIKARA 150-94-32D-29H TF	33053037860000	47.76155		SWSESEC32T150NR94W	SPOTTED HORN	MCKENZIE		
TRIBES EAST	BEAR DEN 150-94-32D-29H	33053078650000	47.76161		SWSESEC32T150NR94W	SPOTTED HORN	MCKENZIE		
TRIBES EAST	MHA 150-94-32D-29H TF	33053078640000	 		SWSESEC32T150NR94W	SPOTTED HORN	MCKENZIE		
TRIBES EAST	TAT 150-94-32D-29H	33053037850000	47.76155		SWSESEC32T150NR94W	SPOTTED HORN	MCKENZIE		
TRIBES WEST	FORT BERTHOLD 150-94-32C-29H	33053079230000		-102.74038	SESWSEC32T150NR94W	SPOTTED HORN	MCKENZIE		
TRIBES WEST	HIDATSA 150-94-32C-29H	33053037840000	 		SESWSEC32T150NR94W	SPOTTED HORN	MCKENZIE		
TRIBES WEST	MANDAN 150-94-32C-29H TF	33053037830000			SESWSEC32T150NR94W	SPOTTED HORN	MCKENZIE		
TRIBES WEST	MANDAREE 150-94-32C-29H TF	33053078480000	47.76152		SESWSEC32T150NR94W	SPOTTED HORN	MCKENZIE		
TURTLES-BUTTERFLIES	MONARCH 152-94-32D-29H	33053056650000			SESESEC32T152NR94W	ANTELOPE	MCKENZIE		
TURTLES-BUTTERFLIES	SNAPPER 152-94-33C-28H	33053056620000			SESESEC32T152NR94W	ANTELOPE	MCKENZIE		
TURTLES-BUTTERFLIES	SOFTSHELL 152-94-33C-28H TF	33053056610000	47.9361		SESESEC32T152NR94W	ANTELOPE	MCKENZIE		
TURTLES-BUTTERFLIES	SWALLOW TAIL 152-94-32D-29H	33053056630000	47.9361		SESESEC32T152NR94W	ANTELOPE	MCKENZIE		
TURTLES-BUTTERFLIES	VICEROY 152-94-32D-29H TF	33053056640000			SESESEC32T152NR94W	ANTELOPE	MCKENZIE		
WARRIORS	COURAGE 150-94-06A-18H	33053053320000	47.84689	-102.76072	LOT2SEC06T150NR94W	SPOTTED HORN	MCKENZIE		
WARRIORS	GRACE 150-94-06B-07H	33053043120000			LOT3SEC06T150NR94W	SPOTTED HORN	MCKENZIE		
WARRIORS	HONOR 150-94-06B-18H TF	33053043110000			LOT3SEC06T150NR94W	SPOTTED HORN	MCKENZIE		
WARRIORS	PRIDE 150-94-06A-18H TF	33053053330000	 		LOT2SEC06T150NR94W	SPOTTED HORN	MCKENZIE		
WEATHER SOUTH	SUN 149-93-07D-12H	33025021800000	47.73551		NESESEC07T149NR93W	MANDAREE	DUNN		
WEATHER SOUTH	WIND 149-93-07D-12H TF	33025021790000			SESESEC07T149NR93W	MANDAREE	DUNN		
WHALES NORTH	BELUGA 148-93-06B-05-3H	33025015100000	 		SWNWSEC06T148NR93W	MCGREGORY BUTTES	DUNN		
WHALES NORTH	HUMPBACK 148-93-06B-05-4H TF	33025015090000	47.66955	-102.58686	SWNWSEC06T148NR93W	MCGREGORY BUTTES	DUNN		
		33025012400000	47.76022		NWNESEC06T149NR93W	MANDAREE	DUNN		
YELLOWBIRD	SITKA 149-93 06A-3H TF	33023012400000	1 47.70022			INIANDANLL			

CERTIFICATE OF SERVICE

The undersigned certifies that the attached **CONSENT AGREEMENT** and the **FINAL ORDER** in the matter of **ENERPLUS RESOURCES** (USA) **CORPORATION**; **DOCKET NO.: CAA-08-2020-0008** was filed with the Regional Hearing Clerk on August 17, 2020.

Further, the undersigned certifies that a true and correct copy of the documents were emailed to, Abigail Dean, Enforcement Attorney, and sent via certified receipt email on August 18, 2020, to:

Respondent

Nathan Fisher Enerplus Resources (USA) Corporation nfisher@enerplus.com

Legal Counsel

Colin G. Harris Faegre Drinker Biddle & Reath colin.harris@faegredrinker.com

EPA Financial Center

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Cincinnati Finance Center
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August 18, 2020

MELISSA Digitally signed by MELISSA HANIEWICZ Date: 2020.08.18 08:53:28 -06'00'

Melissa Haniewicz Regional Hearing Clerk