UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 8

IN THE MATTER OF: Continental Resources, Inc. 20 N. Broadway Oklahoma City, OK 73102 **Respondent.**	))))))))))	Docket No. CAA-08-2024-0006 **CONSENT AGREEMENT**

FILED
Oct 01, 2025
9:28 am
U.S. EPA REGION 8
HEARING CLERK

Complainant, the authorized representative of the United States Environmental Protection Agency, and Respondent, Continental Resources, Inc., (collectively, the Parties), by their undersigned representatives, hereby consent and agree as follows:

I. PRELIMINARY STATEMENT

1. This is an administrative penalty assessment proceeding brought under section 113(d) of the Clean Air Act (CAA or the Act), 42 U.S.C. § 7413(d), and sections 22.13 and 22.18 of the Consolidated Rules of Practice Governing the Administrative Assessment of Civil Penalties and the Revocation/Termination or Suspension of Permits (Consolidated Rules), as codified at 40 C.F.R. part 22.
2. Continental Resources, Inc. (Respondent) owns and/or operates oil and gas facilities located in North Dakota, specifically the Chicago/Syracuse 3-4 Eco Pad and Miramar 2+3 Dual Pad.
3. The Parties, having agreed settlement of this action is in the public interest, consent to the entry of this consent agreement (Agreement) without adjudication of any issues of law or fact herein, and Respondent agrees to comply with the terms of this Agreement.

II. JURISDICTION

4. This Agreement is entered into under the authority vested in the Administrator of the EPA by section 113(d) of the Act, 42 U.S.C. § 7413(d). The undersigned EPA official has been duly authorized to institute this action.
5. In satisfaction of the notice requirements of section 113(a)(4) of the Act, 42 U.S.C. § 7413(a)(4), on July 15, 2024, EPA issued to Respondent a notice of

violation (NOV) and provided a copy of the NOV to the State of North Dakota, providing notice to both that EPA found Respondent committed the alleged violations described in section V of this Agreement and providing Respondent an opportunity to confer with EPA. On August 22, 2024, September 11, 2024, and October 28, 2024, the Parties discussed the July 15, 2024, NOV.

6. The Regional Judicial Officer is authorized to approve this Agreement with a final order. 40 C.F.R. §§ 22.18(b), 22.4(b).

7. The final order approving this Agreement simultaneously commences and concludes this proceeding. 40 C.F.R. § 22.13(b).

III. DEFINITIONS

8. "Accuracy" means how close a measurement is to the correct value.

9. "Associated Gas" means the natural gas from wells operated primarily for oil production that is released from the liquid hydrocarbon during the initial stage of separation after the wellhead. Associated gas production begins at the startup of production after the flow back period ends. Gas from wildcat or delineation wells is not associated gas.

10. "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.

11. "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.

12. "Digital Pilot Light Monitor" means a system used to report the condition of a standing pilot light. Such systems often include, but are not limited to, a thermocouple placed in the pilot flame that provides temperature measurements that can be communicated via Supervisory Control and Data Acquisition (SCADA) system and an alert or alarm distributed in certain

conditions.

13. "Effective Date" shall have the definition provided in section XII (Effective Date) of this Agreement.

14. "Gas" means a mixture of naturally occurring gases, principally comprised of hydrocarbons such as methane, ethane, and propane, that is produced from an oil and natural gas well and exists in the vapor phase.

15. "Flare" means all High-Pressure Flares and Low-Pressure Flares.

16. "High Pressure Flare" means the air pollution control equipment that is intended for the burning of high pressure associated gas.

17. "Inoperable Flare" means a Flare (1) simultaneously meeting conditions (i) and (ii) in Appendix A Section (3)(c), or meeting condition (iii) in Appendix A Section (3)(c).

18. "Low Pressure Flare" means the air pollution control equipment that is intended for burning low pressure waste gas (non-associated gas).

19. "On-Site Investigation" means an internal review by personnel to determine the cause of any "Inoperable Flare" conditions as described in Paragraph (3)(c) of Appendix A.

20. "Thermal Mass Flow Meter" means a device that measures gas mass flow by utilizing the measuring principle of a hot-film anemometer. This includes, but is not limited to, SensyMaster FMT thermal mass meters manufactured by ABB.

21. "Visible Smoke Emissions" mean a pollutant 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.

22. "VOC" or "VOCs" means volatile organic compounds as defined in 40 C.F.R. § 60.2.

23. "Sites" means the properties that are subject to this Agreement are identified in Table 1 of Appendix A.

24. "Wells" means all oil and gas production wells sending product or vapors to the Flares at the Sites.

IV. GOVERNING LAW

25. 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.

26. 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."

27. 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).

28. Ground-level ozone 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. Short-term exposures (1 to 3 hours) to ground-level ozone can cause acute health effects observed even at low concentrations, including temporary pulmonary inflammation. Long-term exposure (months to years) may cause permanent damage to lung tissue. Children and adults who are active outdoors are particularly susceptible to the adverse effects of exposure to ozone. *See* 73 Fed. Reg. 16,436 (Mar. 27, 2008).

29. 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).

30. Section 110(a)(2)(C) of the Act requires that every state implementation plan for national primary and secondary ambient air quality standards include a program to regulate the construction and modification of stationary sources; this includes a permitting program as required by parts C and D of Title I of the Act. *See* 42 U.S.C. § 7410(a)(2)(C).

31. Section 111(b) of the Act authorizes the Administrator of the EPA to promulgate standards of performance applicable to "new sources" within categories of sources that cause "air pollution which may reasonably be anticipated to endanger public health or welfare." 42 U.S.C. § 7411(b).

32. A "stationary source" is a building, structure, facility, or installation that emits or may emit any air pollutant. *Id.* at § 7411(a)(3).

33. In 1979, the EPA listed "Crude Oil and Natural Gas Production" as a source category that contributes significantly to air pollution and for which standards of performance would be established. 44 Fed. Reg. 49,222 (Aug. 21, 1979).

34. It is unlawful for owners and operators of any new source to operate in violation of applicable standards of performance after the standards have gone into effect. 42 U.S.C. § 7411(e).

35. A "new source" is any stationary source, the construction or modification of which is commenced after the promulgation of the standards of performance that will apply to such source. *Id.* at § 7411(a)(2).

36. In 2012, the EPA promulgated "Standards of Performance for Crude Oil and Natural Gas Production, Transmission and Distribution" under section 111 of the Clean Air Act. 77 Fed. Reg. 49,490, 49,542 (Aug. 16, 2012). These standards are set forth in 40 C.F.R part 60, subpart OOOO, which includes 40 C.F.R. §§ 60.5360–5430 & Tables 1-3.

37. Each of these standards is a "standard of performance" within the meaning of section 111(a)(1) of the Clean Air Act, 42 U.S.C. § 7411(a)(1), or a "design, equipment, work practice, or operational standard, or combination thereof"

under section 111(h) of the Clean Air Act, 42 U.S.C. § 7411(h).

38. NSPS OOOO applies to "affected facilities" for which owners or operators commence construction, modification or reconstruction after August 23, 2011, and on or before September 18, 2015. 40 C.F.R. § 60.5365.

39. A "storage vessel affected facility" under NSPS OOOO includes a single storage vessel located in the natural gas production segment that has the potential for VOC emissions equal to or greater than 6 tons per year, as determined according to 40 C.F.R. § 60.5365(e).

40. NSPS OOOO requires "[a]t all times, including periods of startup, shutdown, and malfunction, owners and operators shall maintain and operate any affected facility including associated air pollution control equipment in a manner consistent with good air pollution control practice for minimizing emissions." 40 C.F.R. § 60.5370(b).

41. NSPS OOOO requires storage vessel affected facilities that utilize a control device to be equipped with a cover that meets the requirements of 40 C.F.R. § 60.5411(b) and is connected through a closed vent system that meets the requirements of § 60.5411(c), and emissions must be routed to a control device that meets the conditions specified in § 60.5412(c) and (d). 40 C.F.R. § 60.5395(e)(1).

42. Owners and operators must comply with the following requirements for covers on storage vessel affected facilities under NSPS OOOO:

(a) The cover and all openings on the cover (e.g., access hatches and pressure relief valves) shall form a continuous impermeable barrier over the entire surface area of the liquid in the storage vessel. 40 C.F.R. § 60.5411(b)(1).

(b) Each cover opening must be secured in a closed, sealed position whenever material is in the unit, except during those times specified in 40 C.F.R. § 60.5411(b)(2)(i)–(iv). 40 C.F.R. § 60.5411(b)(2).

(c) Each storage vessel thief hatch must be equipped, maintained and operated with a weighted mechanism or equivalent, to ensure that the lid remains properly seated. 40 C.F.R. § 60.5411(b)(3).

43. Owners and operators must comply with the following requirements for closed

vent systems associated with storage vessel affected facilities under NSPS OOOO:

(a) Design the closed vent system to route all gases, vapors, and fumes emitted from the material in the storage vessel to a control device that meets the requirements specified in § 60.5412(c) and (d), or to a process. 40 C.F.R. § 60.5411(c)(1)

(b) Design and operate a closed vent system with no detectable emissions, as determined using olfactory, visual and auditory inspections. 40 C.F.R. § 60.5411(c)(2).

44. Owners and operators must comply with the following requirements for control devices to reduce emissions from storage vessel affected facilities under NSPS OOOO:

(a) Install and operate a continuous burning pilot flame. 40 C.F.R. §§ 60.5412(d)(1)(ii), 60.5413(e)(2).

(b) Operate each control device used to comply with NSPS OOOO at all times when gases, vapors, and fumes are vented from storage vessel affected facilities through the closed vent system to the control device. 40 C.F.R. § 60.5412(d)(3).

45. Each control device used to comply with the emission reduction standard in § 60.5395(d)(1) for a storage vessel affected facility must demonstrate continuous compliance with (h)(1) through (3) of 40 C.F.R. § 60.5417(h). 40 C.F.R. § 60.5415(e)(3)(ii)(B).

46. 40 C.F.R. § 60.5417(h)(3) requires that each control device must be operated following the manufacturer's written operating instructions, procedures and maintenance schedules to ensure good air pollution control practices to reduce emissions.

47. The EPA approved the State of North Dakota's Air Pollution Control (NDAC) Rules in its SIP. *See* Approval & Promulgation of Implementation Plans; North Dakota, 84 Fed. Reg. 1,610 (Feb. 5, 2019). The approved SIP incorporates North Dakota's requirements for flares at oil and gas facilities, as set forth in NDAC 33.1-15-07 for Control of Organic Compounds. *See* 42

U.S.C. § 7413(a)(1) (authorizing EPA enforcement of requirements and prohibitions in EPA-approved SIPs after 30-day notice to the State).

48. Under NDAC 33.1-15-07-02.1, no person may cause or permit the emission of organic compounds gases and vapors, except from an emergency vapor blowdown system or emergency relief system, unless these gases and vapors are burned by flares, or an equally effective control device as approved by the department. Minor sources, as determined by the department and not subject to New Source Performance Standards (NSPS), may be granted exemptions to this subsection. NDAC 33.1-15-07-02.1.

49. Each flare required under this section must be equipped and operated with an automatic igniter or a continuous burning pilot. NDAC 33.1-15-07-02.3.

50. Under North Dakota's regulations, "emission" means a release of air contaminants into the ambient air. NDAC 33.1-15-01-04.9.

51. Under North Dakota's regulations, "person" means any individual, corporation, partnership, firm, association, trust, estate, public or private institution, group, agency, political subdivision of this state, any other state or political subdivision or agency thereof and any legal successor, representative agent, or agency of the foregoing. NDAC 33.1-15-01-04.29.

V. **FINDINGS OF FACT**

52. Respondent is a privately held corporation incorporated in the State of Oklahoma.

53. At all relevant times to this Consent Agreement, Respondent conducted and conducts business in the State of North Dakota.

54. Respondent is a "person" within the meaning of section 302(e) of the CAA, 42 U.S.C. § 7602(e), and within the meaning of NDAC 33.1-15-01-04.29.

55. Respondent owns and operates the oil and natural gas facilities at the Chicago/Syracuse 3-4 Eco Pad (North Dakota Industrial Commission (NDIC) Numbers 23050, 23051, 23048, and 23049) and the Miramar 2+3 Dual Pad (NDIC Numbers 28750 and 28751)(collectively, "Chicago/Syracuse and Miramar facilities") in North Dakota.

56. In October of 2023, EPA's contractor, Toeroek Associates, Inc. (Toeroek) and

ChampionX Emissions Technologies Group (ChampionX) performed aerial monitoring surveys of oil and gas facility operations in North Dakota. The aerial surveys were conducted using a helicopter operating at approximately 250 feet above ground level and an optical gas imaging (OGI) camera.

57. On October 22, 2023, and October 28, 2023, Toeroek/Champion X recorded observations of hydrocarbon emissions, including VOCs, from unlit flares at the Chicago/Syracuse and Miramar facilities described in paragraph 54.

58. On November 15, 2023, after analyzing the information provided by Toeroek/Champion X, EPA contacted Continental representatives to inform them of the unlit flares at the Chicago/Syracuse and Miramar facilities, which were identified in the aerial surveys on October 22, 2023, and October 28, 2023.

59. The storage vessels and associated emissions control equipment at the Chicago/Syracuse and Miramar facilities are subject to the NSPS contained in 40 C.F.R part 60, subpart OOOO, which includes 40 C.F.R. §§ 60.5360–5430 & Tables 1-3.

VI. <u>ALLEGED VIOLATIONS OF LAW</u>

60. Based on aerial observations at the NSPS OOOO-subject Chicago/Syracuse and Miramar facilities, Respondent violated requirements under 40 C.F.R. § 60.5370(b) to maintain and operate at all times, including periods of startup, shutdown, and malfunction, tank affected facilities and the associated flare air pollution control equipment in a manner consistent with good air pollution control practice for minimizing emissions, because the flare was unlit and venting uncontrolled VOC emissions to the atmosphere.

61. Based on aerial observations at the NSPS OOOO-subject Chicago/Syracuse and Miramar facilities, Respondent violated requirements under 40 C.F.R. § 60.5395(e)(1) and 40 C.F.R. § 60.5411(c) to operate storage vessel closed vent system(s) with no detectable emissions, as determined using olfactory, visual, and auditory inspections, because the flare was unlit and venting uncontrolled VOC emissions into the atmosphere.

62. Based on aerial observations at the NSPS OOOO-subject Chicago/Syracuse

and Miramar facilities, Respondent violated requirements under 40 C.F.R. §§ 60.5411(b) and 60.5411(c) to equip storage vessel affected facilities with a cover that meets the requirements of 40 C.F.R. § 60.5411(b), and is connected through a closed vent system that meets the requirements of 60.5411(c), and that routes emissions to a control device that meets the conditions specified in 60.5412(c) and(d), because the flare was unlit and venting uncontrolled VOC emissions into the atmosphere.

63. Based on aerial observations at the NSPS OOOO-subject Chicago/Syracuse and Miramar facilities, Respondent violated requirements under 40 C.F.R. § 60.5412(d)(3) to operate each flare control device at all times when gases, vapors, and fumes are vented from the storage vessel affected facility through the closed vent system to the control device, because the flare was unlit and venting uncontrolled emissions into the atmosphere.

64. Based on aerial observations at the NSPS OOOO-subject Chicago/Syracuse and Miramar facilities, Respondent violated 40 C.F.R. § 60.5417(h) to demonstrate continuous compliance with (h)(1) through (3) of 40 C.F.R. § 60.5417(h) for each control device used to comply with the emission reduction standard in § 60.5395(d)(1) for a storage vessel affected facility. Specifically, Respondent failed to operate the control devices following the manufacturer's written operating instructions, procedures, and maintenance schedule to ensure good air pollution control practices to minimize emissions because the flare was unlit and venting uncontrolled VOC emissions into the atmosphere.

65. Each of the violations alleged in Paragraphs 60 through 64 are violations of section 111 of the CAA, 42 U.S.C. § 7411(e).

66. Based on aerial observations at the Chicago/Syracuse and Miramar facilities, Respondent violated requirements under NDAC 33.1-15-07-02.1 by causing or permitting the emission of organic compounds gases and vapors which were not burned by flares or an equally effective control device approved by the North Dakota Department of Environmental Quality. NDAC 33.1-15-07-02.1.

67. Based on aerial observations at the Chicago/Syracuse and Miramar facilities in Table 1, Respondent violated requirements under 33.1-15-07-02.3 to equip

and operate each flare with an automatic igniter or a continuous burning pilot. NDAC 33.1-15-07-02.3.

VII. TERMS OF CONSENT AGREEMENT

68. For the purpose of this proceeding, Respondent:

(a) admits the jurisdictional allegations in section II of this Agreement;

(b) neither admits nor denies the characterization of governing law in section IV, the alleged violations of law in section VI, or the factual allegations stated in section V of this Agreement;

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

(d) consents to any conditions specified in this Consent Agreement;

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

(f) waives any and all available rights to judicial or administrative review or other remedies Respondent may have, with respect to any issue of fact or law or any terms and conditions set forth in this Consent Agreement, including any right of judicial review under the Administrative Procedure Act, 5 U.S.C. §§ 701–706;

(g) waives any rights or defenses that Respondent has or may have for this matter to be resolved in federal court, including but not limited to any right to a jury trial, and waives any right to challenge the unlawfulness of the final order accompanying this consent agreement; and

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

69. Civil Penalty.

(a) Section 113(d)(1) of the Act, 42 U.S.C. § 7413(d)(1), authorizes EPA to assess a civil penalty in this matter.

(b) To determine the amount of the civil penalty, the EPA considered the size of

Respondent's business, the economic impact of the penalty on the business, Respondent's full compliance history and good faith efforts to comply, the duration of the violations as established by any credible evidence, payment by the Respondent of penalties previously assessed for the same violations, the economic benefit of noncompliance, the seriousness of the violations, and such other factors as justice may require. 42 U.S.C. § 7413(e)(1).

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

70. Penalty Payment. Respondent agrees to pay the civil penalty in the amount of $75,000 (Assessed Penalty) within 30 days after the date of the Final Order ratifying this Agreement is filed with the Regional Hearing Clerk ("Filing Date").

71. Respondent shall pay the Assessed Penalty and any interest, fees, and other charges due using any method, or combination of methods, provided on the EPA website: https://www.epa.gov/financial/makepayment. For additional instructions see: https://www.epa.gov/financial/additional-instructions-making-payments-epa.

72. When making a payment, a Respondent shall:

(a) Identify every payment with Respondent's name and the docket number of this Agreement, Docket No. CAA-08-2024-0006; and

(b) Concurrently with any payment or within 24-hours of any payment, Respondent shall serve proof of such payment to the following persons:

Regional Hearing Clerk
U.S. Environmental Protection Agency, Region 8
ORC-IO, 1595 Wynkoop Street, Denver, CO 80202
Region8_hearing_clerk@epa.gov

and

Mr. Scott Patefield
Air and Toxics Enforcement Branch Manager
U.S. Environmental Protection Agency, Region 8
8ENF-AT, 1595 Wynkoop Street, Denver, CO

R8AirReportEnforcement@epa.gov

and

U.S. Environmental Protection Agency

Cincinnati Finance Center

Via electronic mail to: CINWD_acctsReceivable.epa.gov

73. "Proof of payment" means, as applicable, a copy of the check, confirmation of credit card or debit card payment, or confirmation of wire or automated clearinghouse transfer, and any other information required to demonstrate that payment has been made according to EPA requirements, in the amount due, and identified with the appropriate docket number and Respondent's name.

74. Interest, Charges, and Penalties on Late Payments. Pursuant to 42 U.S.C. § 7413(d)(5), 31 U.S.C. § 3717, 31 C.F.R. § 901.9, and 40 C.F.R. § 13.11, if Respondent fails to timely pay the full amount of the Assessed Penalty per this Agreement, the EPA is authorized to recover, in addition to the amount of the unpaid Assessed Penalty, the following amounts:

(a) Interest. Interest begins to accrue from the Filing Date. If the Assessed Penalty is paid in full within 30 days, interest accrued is waived. If the Assessed Penalty is not paid in full within 30 days, interest will continue to accrue until any unpaid portion of the Assessed Penalty as well as any interest, penalties, and other charges are paid in full. Per 42 U.S.C. § 7524(c)(6), interest will be assessed pursuant to 26 U.S.C. § 6621(a)(2), that is the IRS standard rate, equal to the Federal short-term rate plus 3 percentage points.

(b) Handling Charges. The United States' enforcement expenses including, but not limited to, attorneys' fees and costs of handling collection.

(c) Late Payment Penalty. A 10% quarterly non-payment penalty.

75. Late Penalty Actions. In addition to the amounts described in the prior Paragraph, If Respondent fails to timely pay any portion of the Assessed Penalty under this Agreement, the EPA may take additional actions. Such actions EPA may take include, but are not limited to the following:

(a) Refer the debt to a credit reporting agency or a collection agency, per 40 C.F.R. §§ 13.13 and 13.14.

(b) Collect the debt by administrative offset (i.e., the withholding of money payable by the United States government to, or held by the United States government for, a person to satisfy the debt the person owes the United States government), which includes, but is not limited to, referral to the Internal Revenue Service for offset against income tax refunds, per 40 C.F.R. Part 13, Subparts C and H.

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

(d) Request that the Attorney General bring a civil action in the appropriate district court to enforce the Final Order and recover the full remaining balance of the Assessed Penalty, in addition to interest and the amounts described above, pursuant to 42 U.S.C. § 7413(d)(5). In any such action, the validity, amount, and appropriateness of the Assessed Penalty and Final Order shall not be subject to review.

76. As a condition of settlement, Respondent agrees to perform the actions listed in Appendix A.

77. The provisions of this Agreement shall apply to and be binding upon Respondent, and its officers, directors, employees, agents, trustees, servants, authorized representatives, successors, and assigns. No closing or transfer of ownership or operation of any portion of or interest in the Sites shall relieve Respondent of its obligation to comply with the terms of this Agreement, unless:

(a) From the Effective Date of this Agreement until its termination pursuant to Section X. Respondent must provide written notice and a copy of this Agreement to any successors in interest prior to any transfer of ownership or control of any portion of or interest in the Sites at least 30 Days prior to closing. Simultaneously with such notice, Respondent shall provide written notice of the transfer, assignment, or delegation to the EPA together with a copy of the Purchase and Sale Agreement (PSA). In the event of any such transfer, assignment, or delegation, Respondent shall not be released from the obligations or liabilities of this Agreement unless the EPA has provided written approval of the release of these obligations or liabilities;

(b) The transferee agrees in the PSA 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 Appendix A of the Agreement (unless already satisfactorily implemented by Respondent), but excepting paragraph 70 (Penalty Payment);

(d) Respondent submits information to demonstrate the transferee has both the financial and technical capability to perform the obligations in Appendix A of this Agreement;

(e) The EPA approves Respondent's request to be relieved of its obligations under this Agreement, which approval shall not be unreasonably withheld, conditioned, or delayed.

78. Upon receipt of a request by Respondent to transfer the obligations of this Agreement, as provided in paragraph 77 above, 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.

79. This Agreement shall not be construed to prohibit a contractual allocation—as between Continental and any purchaser or transferee of the facilities—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 Appendix A have been met, subject to the right of transfer as provided in paragraph 77.

80. 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.

81. The undersigned representative of Respondent certifies they are 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.

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

83. By signing this Agreement, both Parties agree that each Party's obligations under this Agreement constitute sufficient consideration for the other Party's obligations.

84. 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.

85. Except as qualified by paragraph 74, each Party shall bear its own attorney's fees, costs, and disbursements incurred in this proceeding.

86. Respondent agrees the time period from the Effective Date of this Agreement until all of the conditions specified in Appendix A are completed (Tolling Period) shall not be included in computing the running of any statute of limitations potentially applicable to any action brought by EPA on any claims

(Tolled Claims) set forth in section VI of this Agreement. Respondent shall not assert, plead, or raise in any fashion, whether by answer, motion or otherwise, any defense of laches, estoppel, or waiver, or other similar equitable defense based on the running of any statute of limitations or the passage of time during the Tolling Period in any action brought on the Tolled Claims.

VIII. DISPUTE RESOLUTION

87. 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.

88. 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 Parties cannot resolve a dispute by informal negotiations, then the position advanced by EPA shall be considered binding unless, within 45 days after the conclusion of the informal negotiation period, including any agreed extension of the period for negotiation under this paragraph, Respondent invokes formal dispute resolution procedures as set forth below.

89. 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.

90. 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.

91. 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.

92. 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. EFFECT OF CONSENT AGREEMENT AND FINAL ORDER

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

94. Consistent with section 162(f)(1) of the Internal Revenue Code, 26 U.S.C. § 162(f)(1), Respondent will not deduct penalties paid under this Agreement for federal tax purposes.

95. Pursuant to 26 U.S.C. § 6050X and 26 C.F.R. § 1.6050X-1, EPA is required to annually send to the Internal Revenue Service ("IRS") a completed IRS Form 1098-F ("Fines, Penalties, and Other Amounts") with respect to any court order or settlement agreement (including administrative settlements) that require a payor to pay an aggregate amount that EPA reasonably believes will be equal to, or in excess of, $50,000 for the payor's violation of any law or the investigation or inquiry into the payor's potential violation of any law, including amounts paid for "restitution or remediation of property" or to come "into compliance with a law." EPA is further required to furnish a written statement, which provides the same information provided to the IRS, to each payor (i.e., a copy of IRS Form 1098-F). Respondent's failure to comply with

providing IRS Form W-9 or Tax Identification Number ("TIN"), as described below, may subject Respondent to a penalty, per 26 U.S.C. § 6723, 26 U.S.C. § 6724(d)(3), and 26 C.F.R. § 301.6723-1. To provide EPA with sufficient information to enable it to fulfill these obligations, Respondent shall complete the following actions as applicable.

(a) Respondent shall complete an IRS Form W-9 ("Request for Taxpayer Identification Number and Certification"), which is available at https://www.irs.gov/pub/irs-pdf/fw9.pdf.

(b) Respondent shall therein certify that its completed IRS Form W-9 includes Respondent's correct TIN or that Respondent has applied and is waiting for issuance of a TIN.

(c) Respondent shall email its completed Form W-9 to EPA's Cincinnati Finance Division at Chalifoux.Jessica@epa.gov, on or before the date that Respondent's penalty payment is due, pursuant to Paragraph 70 of this Consent Agreement. EPA recommends encrypting IRS Form W-9 email correspondence.

(d) In the event that Respondent has certified in its completed IRS Form W-9 that it does not yet have a TIN but has applied for a TIN, Respondent shall provide EPA's Cincinnati Finance Division with Respondent's TIN, via email, within five (5) days of Respondent's receipt of a TIN issued by the IRS.

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

97. Any violation of this Agreement, and subsequently issued final order approving this Agreement, may result in a civil judicial action for an injunction or civil penalties of up to $57,617 per day per violation, or both, as provided in section 113(b)(2) of the Act, 42 U.S.C. § 7413(b)(2), as well as criminal sanctions as provided in section 113(c) of the Act, 42 U.S.C. § 7413(c). The EPA may use any information submitted under this Agreement in an administrative, civil judicial, or criminal action.

98. Nothing in this Agreement shall relieve Respondent of the duty to comply

with all applicable provisions of the Act and other federal, state, or local laws, nor shall it restrict EPA's authority to seek compliance with any applicable laws or regulations, nor shall it be construed to be a ruling on, or determination of, any issue related to any federal, state, or local permit.

99. 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.

100. If and to the extent EPA finds, after signing this Agreement, that any information provided by Respondent was materially false or inaccurate at the time such information was provided to EPA, EPA reserves any and all of its legal and equitable rights.

101. The Parties consent to service of the Final Order approving this Consent Agreement by e-mail at the following valid e-mail addresses: Hill.Kai@epa.gov (for Complainant), and csnow@velaw.com and Matt.Thompson@clr.com (for Respondent).

X. TERMINATION

102. Upon payment of the Assessed Penalty in accordance with paragraph 71 and demonstration of compliance with Appendix A of this Agreement, including compliance with the duration specified in Paragraph 5 of Appendix A, Respondent shall provide a Statement of Completion along with the final Periodic Report.

103. The Statement of Completion shall certify that Respondent is in substantial and material compliance with all requirements of this Agreement.

104. Within 90 days of receipt of the Statement of Completion, EPA shall provide a Confirmation of Termination or notify Respondent of outstanding compliance items.

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

105. For purposes of the identification requirement of section 162(f)(2)(A)(ii) of the Internal Revenue Code, 26 U.S.C. § 162(f)(2)(A)(ii), performance of paragraph paragraphs 70 and 76 is restitution or required to come into compliance with law.

XII. EFFECTIVE DATE

106. The Parties 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 Agreement In the Matter of Continental Resources, Inc., is hereby stipulated, agreed, and approved for entry.

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY, REGION 8,

SCOTT PATEFIELD

Digitally signed by SCOTT PATEFIELD
Date: 2025.09.30 17:31:12 -06'00'

Date: ________________

By:______________________________
Scott Patefield, Branch Manager
Air and Toxics Enforcement Branch
Enforcement and Compliance Assurance Division

Complainant.

CONTINENTAL RESOURCES, INC.,

Date: 9/23/25

By: ______________________

Printed Name: JOHN ARGO

Title: VP WILLISTON

Respondent.

Appendix A

1. <u>Installation of Thermal Mass Flow Meters at all Flares Located at the Sites in Table 1 of Consent Agreement.</u>

   a) <u>Installation and Calibration</u>. Within 60 Days of the Effective Date of this Consent Agreement, Respondent shall install Flow Meters at the inlet of all High-Pressure and Low-Pressure Flares located at the Sites identified in Table 1 of the Consent Agreement. Thermal Mass Flow Meters shall be utilized on the Low-Pressure Flares and shall measure within +/- 10% Accuracy the flow to each Flare at all times. Continental's data recording system shall record volumetric flow rates from each Flow Meter at a minimum of once every 5-minutes. Flow Meter data shall be transmitted at a minimum of once every 5 minutes in the absence of a communication failure (i.e. Supervisory Control and Data Acquisition ("SCADA") or telecommunications interruption).

      i. <u>Meter Calibration Standard Operating Procedures</u>. Within 60 Days of the Effective Date of this Consent Agreement, Respondent shall develop a Calibration Standard Operating Procedure (Calibration SOP) that details procedures for appropriate calibration of the Thermal Mass Flow Meters. This will incorporate the manufacturer specifications for the Thermal Mass Flow Meters and include procedures that the Respondent shall conduct for the Thermal Mass Flow Meter test in accordance with this Appendix A, Paragraph 1(b), below.

      ii. <u>Calibration and Optimization Period</u>. Within 30 Days of the Installation and Calibration and in compliance with the Calibration SOP, Respondent shall conduct the following for each installed Thermal Mass Flow Meters:

         1. Calibrate the Thermal Mass Flow Meters;
         2. Conduct an optimization period to ensure that the Thermal Mass Flow Meters are adequately installed and have an accuracy of +/- 10%; and
         3. Conduct the Thermal Mass Flow Meter testing protocol

pursuant to API Chapter 22.3 and Paragraph 1(b).

b) Thermal Mass Flow Meters Make and Model Tested for Flare Use Pursuant to API MPMS Chapter 22.3, Testing Protocol for Flare Gas Metering, First Edition, August 2015. Respondent shall apply the testing protocol at API Chapter 22.3 at each Thermal Mass Flow Meter. Gas samples for analysis must be taken at the inlet to the Flare.

2. Installation of Digital Pilot Light Monitors at all Flares Located at Sites in Table 1. Within 60 Days of the Effective Date of this Consent Agreement, Respondent shall install Digital Pilot Light Monitors at all Flares located at the Sites identified in Table 1 of the Consent Agreement. The Digital Pilot Light Monitors must meet the following requirements:

a) The Digital Pilot Light Monitors must continuously monitor the Flare pilot light flame;

b) The Digital Pilot Light Monitors must record monitoring parameters no less than once every 5-minutes.

3. Response to Inoperable Flares.

a) Following the Thermal Mass Flow Meter optimization deadline in Appendix A, Paragraph 1(a)(ii) Respondent shall address Inoperable Flares at the Sites identified in Table 1 of the Consent Agreement, based on the conditions described in this Appendix A, Paragraphs 3(b) through 3(d) below.

b) Respondent must respond to any notifications of Inoperable Flares within 12 hours, perform corrective actions, and attempt to resume normal Flare operations within 24 hours, unless doing so would create a safety risk, such as extreme weather conditions, a natural disaster, or similar event, to personnel, in which case Respondent must respond as quickly as can be safely accomplished. If the aforementioned safety risk make it unsafe for personnel to respond to the Inoperable Flare within 12-hours, Continental shall provide, within fourteen (14) business days of the event causing the delay, an explanation in writing to EPA describing the reasons for the delay, the duration of the delay, all measures taken to prevent or minimize the delay, and a statement as to whether such event may cause or contribute to an endangerment of public health, welfare, or the environment, including a statement of how many tons of uncontrolled VOC emissions were emitted into the environment.

c) Inoperable Flares. A Flare will be considered Inoperable when conditions (i) and (ii) below exist simultaneously or condition (iii) exists independently:

i. Any time when the Digital Pilot Light Monitor records a temperature below 250 F continuously for 30 minutes or more; and

ii. The flow meter records a non-zero gas flow rate of at least 3 MCFD at the end of that 30-minute period; or

iii. Any time when the gas flow rate to the Flare is, continuously for 30 minutes or more, (a) outside the Flare manufacturer's specifications for maximum and minimum gas flow rates to meet the Flare's reported performance specifications, or (b) is outside the Thermal Mass Flow Meter's calibrated range where it has been demonstrated to report gas flow within +/- 10% Accuracy, as detected by the Thermal Mass Flow Meter.

d) Flare Operation. Following the Thermal Mass Flow Meter optimization deadline in Appendix A, Paragraph 1(a)(ii), at any time when a Flare becomes an Inoperable Flare, Respondent must comply with the requirements of Appendix A, Paragraph 3(b) to prevent vapors from being routed to an Inoperable Flare.

e) On-Site Investigation. Within five Calendar Days of an Inoperable Flare under Appendix A, Paragraph 3(b), Respondent must begin an On-Site Investigation to determine the cause of any non-operational pilot light flame(s), low flare temperature measurements, and/or the Flare gas flow conditions which caused an Inoperable Flare. Respondent shall record the cause(s) of the Inoperable Flare, as well as the date, time, and duration of the Inoperable Flare. If weather conditions, a natural disaster, or similar event make it unsafe for personnel to conduct an On-Site Investigation within five Calendar Days of an Inoperable Flare, then Respondent must conduct the On-Site Investigation as quickly as can be safely accomplished. If any event occurs or has occurred that may delay the performance of the On-Site Investigation, Continental, within fourteen (14) business days of the event causing the delay, shall provide to EPA in writing an explanation and description of reasons for the delay, the anticipated duration of the delay, the actions taken to minimize the delay, a schedule for implementation of any measures taken to prevent or mitigate the delay or effect of the delay, and a statement from Continental as to whether such event may cause or contribute to an endangerment of public health, welfare, or the environment.

f) <u>Flare Design and Operation Improvements</u>. Following two occurrences of an Inoperable Flare on a specific Site identified in Table 1 of the Consent Agreement becoming Inoperable as set forth under Appendix A, Paragraph 3(c) within a 30-Day period or three times within a 60-Day period, Respondent shall review the causes of that Flare becoming Inoperable as determined in the On-Site Investigations under Appendix A, Paragraph 3(d), and identify whether design improvements to the Site and/or Flare are necessary to improve Flare operation (e.g., reducing or increasing vapor lines to the Flare; adjusting backpressure regulator settings; replacing the Flare make or model), or if operational adjustments (e.g., increased frequency of vent line blowouts; daily AVO inspections) are necessary to improve flare operation. Respondent shall apply identified design or operational improvements to all Flares that are the same manufacturer make and model at the Sites.

4. <u>Initial Report</u>. Within 60-Days of the completion of the Calibration and Optimization period required by Appendix A, Paragraph 1(a)(ii), Respondent shall submit an initial report to the EPA that contains the following information:

a) The make, model of each Thermal Mass Flow Meter installed pursuant to Appendix A, Paragraph 1(a);

b) The dates of installation of all Thermal Mass Flow Meters and Digital Pilot Light Monitors in accordance with this Appendix A;

c) The manufacturer specifications for each Thermal Mass Flow Meter installed pursuant to Appendix A, Paragraph 1(a) and Respondent shall highlight the minimum and maximum gas flow range of each flow meter (the range over which the flow meter will be calibrated to be accurate within +/- 10%);

d) The minimum and maximum gas flow rates of each Flare at which the manufacturer guarantees the Flare will meet its reported performance specifications;

e) The make and model of each Digital Pilot Monitor installed pursuant to Appendix A, Paragraph 2; and

f) Issues and corrective actions identified during the calibration and optimization period performed pursuant to Appendix A, Paragraph 1(a)(ii).

g) Periodic Reporting. Following the first full calendar month of operation after the installation and calibration of the Thermal Mass Flow Meters consistent with Appendix A, Paragraph 1, and Digital Pilot Light Monitors in Paragraph 2, Respondent shall provide the following report quarterly on the 10th day of every third month (e.g., July 10th for monitoring between April 1 - June 30):

i. Any Inoperable Flare events, including the date and duration of the event, the measured volume of gas, any safety related events that caused Respondent to need additional time to respond, and the cause of the Inoperable Flare event;

ii. Any design or operational improvements identified and implemented for Flares pursuant to Appendix A, Section 3;

iii. The total daily metered volume in standard cubic feet (SCF) measured by each Thermal Mass Flow Meter installed pursuant to Appendix A, Paragraph 1; and

iv. A certification of compliance with the terms of the Order or a description of any noncompliance with the requirements of this Order and an explanation of the violation's likely cause and of the remedial steps taken, or to be taken, to prevent or minimize such violation.

5. Duration. The requirements in this Appendix A will remain in effect for at least 12 months following the calibration and period of the Thermal Mass Flow Meters as outlined in Paragraph 1.a.ii and installation of the Digital Pilot Light Monitors as

outlined in Paragraph 1.b. Continental must demonstrate a minimum of 12-months of compliance with the terms of this Agreement prior to Termination.

Table 1

Site Name	NDIC Numbers
Chicago/Syracuse 3-4 Eco Pad	23050, 23051, 23048, 23049
Miramar 2+3 Dual Pad	28750, 28751