

IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF UTAH

UNITED STATES OF AMERICA, )  
 )  
 Plaintiff )  
 )  
 vs. )  
 )  
 GASCO ENERGY, INC., )  
 )  
 Defendant, )  
 )  
 and )  
 )  
 MONARCH NATURAL GAS LLC, )  
 )  
 Defendant-Intervenor. )

Civil Action No. 2:10CV1282PMW

**CONSENT DECREE**

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WHEREAS, Plaintiff, the United States of America, on behalf of the United States Environmental Protection Agency (“EPA”), has filed a Complaint alleging that Gasco Energy, Inc (“Gasco”) violated requirements of the Clean Air Act (“CAA” or the “Act”), 42 U.S.C. § 7401, et seq., and the federal regulations implementing the Act applicable to the Riverbend Compressor Station located in the Uinta Basin southwest of Vernal, Utah;

WHEREAS, on February 26, 2010, Gasco and Monarch Natural Gas LLC (“Monarch”) entered into an asset purchase agreement, which includes the sale and transfer of ownership and operation of the Riverbend Compressor Station, effective February 26, 2010. The United States was notified of the sale, and Monarch was invited to participate in ongoing settlement discussions with Gasco and the United States;

WHEREAS, Monarch has moved to intervene in this action as a defendant;

WHEREAS, the Riverbend Compressor Station is a natural gas production facility located exclusively on Indian Country in the State of Utah, as defined in Paragraph 4(g) of this Consent Decree;

WHEREAS, EPA administers the Act’s programs for National Emission Standards for Hazardous Air Pollutants (“NESHAPs”), New Source Performance Standards (“NSPS”), and federal operating permits under Title V of the Act with respect to facilities located on Indian Country in Utah;

WHEREAS, Gasco self-disclosed certain violations of the Act in a letter, dated June 21, 2007, that Gasco contends was subject to EPA’s policy titled “Incentives for Self-Policing: Discovery, Disclosure, Correction and Prevention of Violations,” see 65 Fed. Reg. 19,618 - 27 (April 11, 2000) (Audit Policy); Gasco does not admit any violations alleged in the Complaint that were not disclosed in the June 21, 2007 letter;

WHEREAS, Gasco and Monarch contend that despite the lack of federally enforceable provisions for emission controls, the Potential-to-Emit (“PTE”) at its Riverbend Compressor Station has not exceeded major source thresholds under the Prevention of Significant Deterioration (“PSD”) program in the CAA nor has a major modification occurred.

WHEREAS, Gasco and Monarch have worked cooperatively with the United States to settle this matter and committed to reduce or avoid annual emissions of Hazardous Air Pollutants (“HAPs”) and other pollutants from the Riverbend Compressor Station in the Uinta Basin;

WHEREAS, the United States, Gasco, and Monarch (collectively the “Parties”) recognize, and the Court by entering this Consent Decree finds, that this Consent Decree has been negotiated by the Parties in good faith and at arm’s length, will avoid litigation among the Parties, that this Consent Decree is consistent with the goals of the Act, and that its entry is in the best interests of the Parties and is in the public interest;

WHEREAS, the controls Gasco and Monarch have implemented or will implement at the Riverbend Compressor Station required by this Consent Decree will result in the reduction of 427.1 tons of volatile organic compounds (“VOCs”), 122.1 tons of carbon monoxide (“CO”), and 181.4 tons of HAPs annually.

NOW, THEREFORE, before the taking of any testimony, without the adjudication or admission of any issue of fact or law except as provided in Section I (Jurisdiction and Venue), and with the consent of the Parties,

IT IS HEREBY ADJUDGED, ORDERED, AND DECREED as follows:

**I. JURISDICTION AND VENUE**

1. This Court has jurisdiction over the subject matter of this action and the Parties pursuant to 28 U.S.C. §§ 1331, 1345, and 1355, and Sections 113(b), 167, and 304 of the Act, 42 U.S.C. §§ 7413(b), 7477, and 7604. Venue lies in this District pursuant to Sections 113(b) and

304(c) of the Act, 42 U.S.C. §§ 7413(b) and 7604(c), and 28 U.S.C. §§ 1391(b) & (c) and 1395(a), because the violations in the Complaint are alleged to have occurred in, and Gasco and Monarch conduct business in, this judicial district. Riverbend Compressor Station is located on “Indian Country” as defined in Paragraph 4(g) of this Consent Decree in Uintah County. For purposes of this Consent Decree, or any action to enforce this Consent Decree, Gasco and Monarch consent to and will not contest the jurisdiction of the Court over this matter. For purposes of this Consent Decree, while not admitting the allegations, Gasco and Monarch agree that the Complaint states claims upon which relief may be granted pursuant to Sections 113, 167, and 304(a) of the Act, 42 U.S.C. §§ 7413, 7477, and 7604(a).

## **II. APPLICABILITY**

2. The obligations of this Consent Decree apply to and are binding upon the United States, Gasco and Monarch and any of their successors, assigns or other entities or persons otherwise bound by law.

3. In any action to enforce this Consent Decree, Gasco and Monarch shall not raise as a defense the failure by any of its officers, directors, employees, agents, contractors, or corporate affiliates or subsidiaries to take any actions necessary to comply with the applicable provisions of this Consent Decree.

## **III. DEFINITIONS**

4. Terms used in this Consent Decree that are defined in the Act or in regulations promulgated pursuant to the Act shall have the meanings assigned to them in the Act or such regulations, unless otherwise provided in this Decree. Whenever the terms set forth below are used in this Consent Decree, the following definitions shall apply:

- a. “Compression Facility” shall mean a compressor station and all equipment related to increasing the pressure of natural gas in order to move natural gas from a

well-site or tank battery to a natural gas processing plant or sales pipeline. The Compression Facility does not include the equipment, such as compressors located in the vicinity of a well-site or tank battery, upstream of the compressor station.

- b. “Consent Decree” or “Decree” shall mean this Consent Decree and all appendices attached hereto.
- c. “Day” shall mean a calendar Day unless expressly stated to be a business Day or operating Day. In computing any period of time under this Consent Decree, where the last day would fall on a Saturday, Sunday, or federal holiday, the period shall run until the close of business on the next business Day.
- d. “Defendants” shall mean Gasco Energy Inc. and Monarch Natural Gas LLC “Defendant” shall mean Gasco Energy Inc. or Monarch Natural Gas LLC, as indicated by the intent and context of the applicable paragraph in which the term is used.
- e. “Effective Date” shall mean the date of entry of this Consent Decree by the United States District Court for the District of Utah after satisfaction of the public notice and comment procedures in 28 C.F.R. § 50.7 and Section 113(g) of the Act, 42 U.S.C. § 7413(g).
- f. “Gasco” shall mean Gasco Energy Inc.
- g. “Indian Country” shall mean any lands held in trust by the United States for an Indian tribe, and as further defined at 18 U.S.C. § 1151 and under applicable federal statutory and case law.
- h. “Lodging Date” shall mean the date the United States lodges this Consent Decree with the United States District Court for the District of Utah prior to

satisfaction of the public notice and comment procedures in 28 C.F.R. § 50.7 and Section 113(g) of the Act, 42 U.S.C. § 7413(g).

- i. “Monarch” shall mean Monarch Natural Gas LLC.
- j. “Month” shall mean a calendar month and includes the first calendar day and runs through and including the last calendar day of each month.
- k. “Oil and Natural Gas Production Facility” shall mean an oil or gas exploration or production well and its associated equipment located upstream of compression facilities.
- l. “Paragraph” shall mean a portion of this Decree identified by an Arabic numeral.
- m. “Pneumatic Controller” shall mean a natural-gas driven pneumatic level controller. For purposes of this Consent Decree, a “high-bleed” Pneumatic Controller is any pneumatic control device that has the capacity to bleed in excess of 6 standard cubic feet of natural gas per hour (i.e., 52,560 scf/year) in normal operation, and a “low-bleed” or “no bleed” actuator is a pneumatic control device that bleeds natural gas at a lesser rate than a “high-bleed” Pneumatic Controller.
- n. “Reciprocating Internal Combustion Engine” or “RICE” shall mean a stationary, immobile, natural gas-fired reciprocating internal combustion engine used in natural gas compression service.
- o. “Section” shall mean a portion of this Decree identified by a Roman numeral.
- p. “TPY” shall mean tons per year.



q. “Volatile Organic Compounds” or “VOCs” shall mean any compound of carbon, excluding carbon monoxide, carbon dioxide, carbonic acid, metallic carbides or carbonates, and ammonium carbonate, which participates in atmospheric photochemical reactions. This includes any such organic compound other than those listed in 40 C.F.R. § 51.100(s)(1).

r. “Year” shall mean a calendar year.

#### **IV. EMISSION REDUCTION REQUIREMENTS**

##### **A. Riverbend Compressor Station**

5. Beginning on the Effective Date of this Consent Decree, unless otherwise specified, Monarch shall meet the emission reduction requirements set forth in Section IV.A. below for the identified units at the Riverbend Compressor Station.

##### **A-1. Dehydrators**

6. Each dehydrator is subject to the total HAP emission limits, recordkeeping, and reporting requirements set forth in 40 C.F.R. Part 63, Subpart HH - National Emission Standards for Hazardous Air Pollutants From Oil & Natural Gas Production Facilities. Beginning on the Effective Date, Monarch shall comply with the emission limits, recordkeeping and reporting requirements set forth in 40 C.F.R. Part 63, Subpart HH at the dehydrators. Beginning on the Effective Date, the thermal oxidizer on the dehydrators shall achieve a 95% by weight or greater reduction of VOC emissions. A continuous monitoring system, which is described in Appendix “A”, has been installed and Monarch shall continue to operate it so that a determination can be made as to whether the thermal oxidizer is meeting the 95% by weight or greater reduction of VOC emissions required in this paragraph.

A-2. Storage Tanks

7. Monarch shall continuously control VOC and total HAP emissions from the condensate, produced water and slop oil storage tanks using either the existing thermal oxidizer or an alternative control device system that meet the specifications and operational requirements in Section IV.A-1 (Dehydrators) above.

A-3. Compressor Engines

8. The RICE are subject to the emission limits, recordkeeping, and reporting requirements set forth in 40 C.F.R. Part 63, Subpart ZZZZ - National Emission Standards for Hazardous Air Pollutants from Stationary Reciprocating Internal Combustion Engines. Monarch shall comply with the emission limits, recordkeeping and reporting requirements set forth in 40 C.F.R. Part 63, Subpart ZZZZ for these RICE.

9. All control devices on RICE shall meet an emission limit of 2.0 gram per horse power hour (“g/hp-hr”) for NO<sub>x</sub> and 2 g/hp-hr for CO, when the RICE are operating at a 90% load or higher.

10. Monarch shall conduct annual performance tests for NO<sub>x</sub> and CO using EPA Reference Methods in accordance with the Reference Method Test Protocol that shall be submitted to EPA at least sixty (60) Days in advance of testing the RICE. For additional tests performed using the same Reference Method Test Protocol, Monarch is not required to submit the Protocol to EPA for approval as long as Monarch continues to comply with all requirements of the Test Protocol.

A-4. Pneumatic Controllers

11. At the Riverbend Compressor Station, Monarch and Gasco have completed the retrofitting or replacement of all high-bleed Pneumatic Controllers that are listed in Appendix B with Wellmark Mizer No-Bleed Pilot Valves, models M4010-111 and M1110-111. In addition,

Monarch and Gasco have, to the extent practicable, repaired or replaced leaking gaskets, tubing fittings, and seals, and completed all work so as to minimize potential emissions associated with the retrofit/replacement project.

12. Within sixty (60) Days after the Effective Date of this Consent Decree, Monarch and Gasco shall submit a joint report to EPA that certifies the completion of the retrofit/replacement project at the Riverbend Compressor Station, and an accompanying spreadsheet in the format specified in Appendix "C", that identifies each unit retrofitted or replaced, its site location, its service, the date the retrofit or replacement was completed, and estimated bleed-rate reductions and corresponding estimates of both annual VOC reductions and amount of natural gas conserved, and the approximate cost of each retrofit or replacement.

13. By no later than six (6) Months after the Effective Date of this Consent Decree, Gasco shall complete the retrofitting or replacement of all high-bleed Pneumatic Controllers at natural gas compressors and well-heads located upstream of the Riverbend Compressor Station that are owned or operated by Gasco and listed in Appendix B, with low-bleed or no-bleed actuators, except where Gasco determines that the use of low-bleed or no-bleed actuators are not technically or operationally feasible.

14. Within sixty (60) Days after the completion of the retrofit/replacement project described in Paragraph 13 of this Consent Decree, Gasco shall submit a report to EPA that certifies the completion of the retrofit/replacement project at the natural gas compressors and wellheads located upstream of the Riverbend Compressor Station, that are owned or operated by Gasco and listed in Appendix B, and an accompanying spreadsheet in the format specified in Appendix "C", that identifies each unit retrofitted or replaced, its site location, its service, the date the retrofit or replacement was completed, and estimated bleed-rate reductions and

corresponding estimates of both annual VOC reductions and amount of natural gas conserved, and the approximate cost of each retrofit or replacement. In the event that Gasco determines that the use of a low-bleed or no-bleed actuator is not technically or operationally feasible, Gasco shall describe the reason why the retrofit or replacement could not be accomplished in the report. In the event EPA does not believe that Gasco has adequately demonstrated that the use of a low-bleed or no bleed actuator is technically or operationally feasible at a certain location, EPA will provide the basis for its objections.

A-5. Leak Detection and Repair

15. Monarch shall comply with the applicable emission limits, recordkeeping and reporting requirements set forth in 40 C.F.R. Part 60, Subpart KKK – New Source Performance Standards for Equipment Leaks of VOC From On-shore Natural Gas Processing Plants.

A-6. Federally Enforceable Emission Limitations

16. Beginning on the Effective Date and during all times that Paragraphs 6-10 of this Consent Decree remain in effect, unless otherwise required by applicable regulations implementing the Act, the emission limitations and emission reduction requirements specified in Section IV.A. of this Consent Decree shall be considered “federally enforceable” and as applicable, “practicably enforceable” and shall be binding upon Monarch and EPA for purposes of calculating the PTE of the identified units, stationary sources and affected facilities in this Section IV.A. and in Section V of this Consent Decree.

A-7. Title V Permit

17. By no later than ninety (90) Days after the Effective Date of this Consent Decree, Monarch shall submit an amendment to the existing Title V Permit application for the Riverbend Compressor Station, as appropriate, to incorporate all installation, operation, monitoring and reporting requirements set forth in Section IV.A. of this Consent Decree. The emissions limits

and monitoring and recordkeeping requirements set forth in Paragraphs 6-10 shall constitute “applicable requirements” for purposes of the Title V Permit that will be considered by the EPA Air Permit Program in reviewing the Title V Permit application.

A-8. General Recordkeeping Requirement

18. Monarch shall maintain records and information adequate to demonstrate compliance with the requirements of Section IV of this Consent Decree, and shall report the status of compliance with these requirements in the Annual Reports submitted pursuant to Section VII (Recordkeeping and Reporting Requirements). In addition, Monarch shall submit all applicable reports as required under 40 C.F.R. Part 63, Subparts HH and ZZZZ.

A-9. General Pollution Control Requirement

19. All emission capture, collection and pollution abatement equipment, including vent lines, connections, fittings, valves, relief valves, hatches and other appurtenances required in Section IV.A. must be maintained in good working order and operated properly at all times that the Riverbend Compressor Station is operated.

A-10. Startup, Shutdown, Malfunction and Non-operation

20. Affected sources that are subject to 40 C.F.R. Part 63, Subpart HH shall comply with the provisions of 40 C.F.R. § 63.762 during all periods of startup, shutdown, malfunction and non-operation of such affected sources. Affected sources that are subject to 40 C.F.R. Part 63, Subpart ZZZZ shall comply with the provisions of 40 C.F.R. § 63.6605 during all periods of startup, shutdown, malfunction and non-operation of such affected sources.

21. For units that are subject to 40 C.F.R. Part 60, Subpart KKK, Monarch shall, to the extent practicable, maintain and operate the units, including associated air pollution control equipment, at all times, including periods of startup, shutdown and malfunction, in a manner

consistent with good air pollution control practice for minimizing emissions in accordance with 60 C.F.R. § 60.11(d).

**B. New Compression Facilities**

22. Beginning on the Effective Date of this Consent Decree, unless otherwise specified, Gasco and Monarch shall comply with the emission reduction requirements set forth below in Section IV.B. at any new Compression Facility that they construct or modify in Indian Country in the State of Utah after the Effective Date of this Consent Decree. For any Compression Facility that Gasco or Monarch acquire in Indian Country in the State of Utah after the Effective Date of this Consent Decree, the applicable Defendant shall comply with the emission reduction requirements set forth in Section IV.B. below within eighteen (18) Months of the acquisition. This deadline may be extended by written agreement of Gasco or Monarch and the United States.

**B-1. Dehydrators**

23. Gasco and Monarch shall install and operate only integrated low-emission dehydrators or dehydrator process vent control devices that meet the requirements of 40 C.F.R. § 63.765 and achieve a 95% by weight or greater reduction of VOC emissions from each dehydrator.

24. Within sixty (60) Days after installing an integrated low-emission dehydrator or dehydrator process vent control device, Gasco or Monarch, as appropriate, shall demonstrate compliance with the requirements in Paragraph 23 by submitting to EPA one of the following: a worksheet setting forth the design calculations, a written performance guarantee from the equipment manufacturer or other demonstration to EPA's written satisfaction, confirming that such equipment will achieve the 95% by weight or greater reduction of VOC emissions from each dehydrator.

25. Gasco and Monarch shall operate all installed dehydrator process vent control devices pursuant to the requirements of 40 C.F.R. § 63.765(b) and the manufacturer's written instructions or procedures.

26. Instead of designing, operating, maintaining, and monitoring integrated low-emission dehydrators or dehydrator process vent control devices in accordance with the applicable requirements of this Section IV.B. of this Consent Decree, Gasco and Monarch may elect to control emissions from dehydrators by installing and operating a Vapor Recovery Unit ("VRU") or any other system to capture and beneficially use or prevent VOC and total HAP emissions from the dehydrators. No later than thirty (30) Days prior to installation of such a system, Gasco and Monarch (as applicable) shall submit to EPA a monitoring plan to ensure the alternative control device system meets a 95% by weight or greater reduction in VOC and total HAP emissions.

27. No later than sixty (60) Days after the startup of an integrated low-emission dehydrator, a dehydrator process vent control device, or an alternative control system, Gasco and/or Monarch (as applicable) shall certify to EPA that it has complied with the requirements of Paragraphs 23 through 26, as applicable, using the certification language set forth in Paragraph 89.

#### B-2. Storage Tanks

28. Gasco and Monarch shall continuously control VOC and total HAP emissions from condensate, produced water and slop oil storage tanks by using emission control devices that meet the requirements specified in Section IV.B-1 (Dehydrators) above.

29. Instead of designing, operating, maintaining, and monitoring VOC and total HAP emissions control devices in accordance with the applicable requirements of Section IV.B-1, Gasco and Monarch may elect to control emissions from condensate, produced water and slop oil

storage tanks by installing and operating a VRU or any other system to capture and beneficially use or prevent VOC and total HAP emissions. No later than thirty (30) Days prior to installation, Gasco and/or Monarch shall submit to EPA a monitoring plan to ensure the alternative control device system meets a 95% by weight or greater reduction in VOC and total HAP emissions.

30. No later than sixty (60) Days after the startup of control devices for VOC and total HAP emissions from condensate, produced water and slop oil storage tanks, Gasco and/or Monarch (as applicable) shall certify to EPA that it has complied with the requirements of Paragraphs 28 or 29, as applicable, using the certification language set forth in Paragraph 89.

#### B-3. Compressor Engines

31. Each rich-burn and lean-burn RICE with a nameplate rating of 500 hp or greater shall be operated as an engine subject to MACT ZZZZ and each engine shall not exceed emission standards of 1.5 g/hp-hr NO<sub>x</sub> and 2.0 g/hp-hr CO when operating at 90% load or higher.

32. For each rich-burn and lean-burn engine with a nameplate rating of 500 hp or greater, Gasco and/or Monarch (as applicable) shall test for NO<sub>x</sub>, CO and formaldehyde using EPA Reference Methods in accordance with the Reference Method Test Protocol that Gasco and/or Monarch shall submit to EPA no later than sixty (60) Days prior to the first testing on such engine. Testing shall be performed within ninety (90) Days of startup and annually thereafter to determine continued performance of the catalyst and compliance with the emission limitations in Paragraph 31. For additional tests performed using the same Reference Method Test Protocol, the Reference Method Test Protocol need not be submitted to EPA for approval.

#### B-4. Pneumatic Controllers

33. New Compression Facilities that Gasco and/or Monarch constructs after the Effective Date of this Consent Decree must be equipped with low-bleed or no-bleed actuators to



reduce emissions of natural gas from Pneumatic Controllers where instrument-air is not otherwise available. Low-bleed or no-bleed actuators need not be installed if Gasco and/or Monarch can demonstrate that the use of low-bleed or no-bleed actuators are not technically or operationally feasible.

34. By no later than eighteen (18) Months after the acquisition of any Compression Facility, Gasco and/or Monarch shall retrofit or replace all high-bleed Pneumatic Controllers with low-bleed or no-bleed actuators at that facility. Low-bleed or no-bleed actuators need not be installed if Gasco and/or Monarch can demonstrate that the use of low-bleed or no-bleed actuators are not technically or operationally feasible.

35. Within sixty (60) Days of the completion of each retrofit/replacement project specified in Paragraph 34, Gasco and/or Monarch shall provide a report to EPA that certifies completion of the retrofit/replacement project, and an accompanying spreadsheet in the format set forth in Appendix "C" that identifies each unit retrofitted or replaced, its site location, its service, the date the retrofit or replacement was completed, the estimated bleed rate reductions and corresponding estimates of both annual VOC reductions and amount of natural gas conserved, and the approximate cost of each retrofit or replacement. In the event that Gasco and/or Monarch determine(s) that the use of a low-bleed or no-bleed actuators are not technically or operationally feasible, Gasco and/or Monarch shall describe the reason why the retrofit or replacement could not be accomplished in the report. In the event EPA does not believe that Gasco and/or Monarch (as applicable) have adequately demonstrated that the use of a low-bleed or no bleed actuator is technically or operationally feasible at a certain location, EPA will provide the basis for its objections.

B-5. Federally Enforceable Emission Limitations

36. Beginning on the Effective Date and during all times that this Consent Decree remains in effect, unless otherwise required by applicable regulations implementing the Act, the emission limitations and emission reduction requirements specified in Section IV.B. of this Consent Decree shall be considered “federally enforceable” and as applicable, “practicably enforceable” and shall be binding upon Gasco and Monarch and EPA for purpose of calculating the PTE of the identified units, stationary sources and affected facilities in this Section IV.B. of this Consent Decree.

B-6. General Recordkeeping Requirement

37. Gasco and Monarch shall maintain records and information that are adequate to demonstrate compliance with the requirements of Section IV.B. of this Consent Decree and shall report the status of its compliance with these requirements in its Annual Reports submitted pursuant to Section VII (Recordkeeping and Reporting Requirements). In addition, Gasco and Monarch shall submit all applicable reports as required under 40 C.F.R. Part 63, Subparts HH and ZZZZ.

B-7. General Pollution Control Requirement

38. All emission capture, collection and pollution abatement equipment, including vent lines, connections, fittings, valves, relief valves, hatches and other appurtenances required in Section IV. B. must be maintained in good working order and operated properly at all times that the facility is operated except as provided by Paragraph 39.

B-8. Startup, Shutdown, Malfunction and Non-operation

39. During periods of startup, shutdown, malfunction, non-operation and maintenance of equipment that is not subject to 40 C.F.R. Part 63, Subparts HH or ZZZZ, the requirements specified in Section IV.B. do not apply. However, affected sources that are subject to 40 C.F.R.

Part 63, Subpart HH shall comply with the provisions of 40 C.F.R. § 63.762 during all periods of startup, shutdown, malfunction and non-operation of such affected sources. Likewise, affected sources that are subject to 40 C.F.R. Part 63, Subpart ZZZZ shall comply with the provisions of 40 C.F.R. § 63.6605 during all periods of startup, shutdown, malfunction and non-operation of such affected sources.

**C. Existing Oil and Natural Gas Production Facilities**

40. No later than eighteen (18) Months after the Effective Date of this Consent Decree, unless otherwise specified, Gasco shall comply with the emission reduction requirements set forth below at Existing Oil and Natural Gas Production Facilities located on Indian Country in the State of Utah that are listed in Appendix “D”.

C-1. Dehydrators

41. Within ninety (90) Days after the Effective Date of this Consent Decree, Gasco shall install and operate only integrated low-emission dehydrators or dehydrator process vent control devices that meet the requirements of 40 C.F.R. § 63.765 and achieve a 95% by weight or greater reduction of VOC and total HAP emissions from each dehydrator with uncontrolled annual VOC emissions from reboiler still vents, glycol flash separators, and still vent condensers in excess of 20.0 tons per year (“TPY”), rounded to the nearest 0.1 ton. If actual annual average throughput to a unit equals or exceeds 3.0 MMscfd and actual benzene emissions from the unit is equal to or greater than 1.0 TPY considering controls, the unit is an affected unit under 40 C.F.R. Part 63, Subpart HH (NESHAP for Oil and Natural Gas Area Production Facilities) and must comply with the applicable provisions of the rule. The uncontrolled VOC emissions analysis shall be determined by using GRI GLYCalc version 4.0 or higher with:

- a. the results of a recent extended gas analysis from a representative site-specific sample of the stream entering the natural gas dehydrator contactor tower;

- b. the maximum lean glycol recirculation rate for the glycol circulation pump in use (redundant pumps may be present in the system provided: i) the evaluation is performed using the maximum circulation rate of the largest volume pump; and ii) only one pump may operate at any one time (if the maximum circulation rate for the pump in use is not included in the GRI GLYCalc User Manual then documentation must be provided to EPA upon request); and
- c. the average operational parameters including wet gas temperature and pressure, dry gas water content, glycol flash separator temperature and pressure, stripping gas source and rate, and average daily gas production.

42. The average daily gas production shall be determined based on actual gas production for the twelve (12) Month-period prior to the Month of the Effective Date of this Consent Decree as reported to the Utah Division of Oil and Gas and Mining (DOG M) or equivalent agency with jurisdiction.

43. In lieu of using GRI GLYCalc version 4.0 or higher as specified in Paragraph 41, Gasco may use an alternate calculation method provided that Gasco submits sufficient information demonstrating the appropriateness of the alternate calculation method to EPA at least sixty (60) Days prior to its use and EPA approves the alternate calculation method.

44. Each dehydrator shall be controlled for a minimum twelve (12) Month-period, after which time the control system or device may be removed without prior EPA approval provided, within thirty (30) Days of removal, Gasco notifies EPA in writing of the removal date and submits information demonstrating that the uncontrolled, annualized VOC emission rate is less than 5 TPY. The submittal to EPA will include the calculations of VOC emissions rate using the methods of calculation described in Paragraphs 41, 42 or 43 (with the exception that

the operating and production data used in the model be the annual average of the most recent twelve (12) Month-period following at least twelve (12) Months of operation with controls.

45. Gasco shall operate all installed dehydrator process vent control devices pursuant to the requirements of 40 C.F.R. § 63.765(b) (including EPA Reference Methods) and the manufacturer's written instructions or procedures.

46. Within sixty (60) Days after installing an integrated low-emission dehydrator or dehydrator process vent control device, Gasco shall demonstrate compliance with the requirements in Paragraph 41 by submitting to EPA one of the following: a worksheet setting forth the design calculations, a written performance guarantee from the equipment manufacturer or other demonstration to EPA's written satisfaction, confirming that such equipment will achieve the 95% by weight or greater reduction of VOC emissions from each dehydrator.

47. Instead of designing, operating, maintaining, and monitoring integrated low-emission dehydrators or dehydrator process vent control devices in accordance with the applicable requirements of this Section IV.C. of this Consent Decree, Gasco may elect to control emissions from a dehydrator by installing and operating a VRU or any other system to capture and beneficially use or prevent VOC and total HAP emissions from the dehydrator. No later than thirty (30) Days prior to installation, Gasco shall submit to EPA a monitoring plan to ensure the alternative control device system meets a 95% by weight or greater reduction in VOC and total HAP emissions.

48. No later than sixty (60) Days after the startup of an integrated low-emission dehydrator, a dehydrator process vent control device, or an alternative control device system, Gasco shall certify that it has complied with the requirements of Paragraphs 41 through 47, as applicable, using the language set forth in Paragraph 89.

C-2. Storage Tanks

49. Beginning ninety (90) Days after the Effective Date of this Consent Decree, Gasco shall continuously control VOC and total HAP emissions from condensate or crude oil storage tanks when the following conditions trigger the control requirement: i) for condensate (API Gravity of 40 degrees or greater) tanks, controls are required when the tank battery throughput exceeds an average daily throughput of 14 bbl/day; and ii) for crude oil (API Gravity less than 40 degrees) tanks, controls are required when the tank battery throughput exceeds an average daily throughput of 60 bbl/day. The average daily condensate or crude oil production shall be determined based on actual production for the twelve (12) Month-period prior to the Month of the Effective Date of the Consent Decree as reported to the Utah DOGM or equivalent agency with jurisdiction.

50. When controls are required for condensate or crude oil storage tanks, Gasco shall continuously control VOC and total HAP emissions using control devices that meet the requirements under Section IV.C-1 (Dehydrators) above.

51. Instead of designing, operating, maintaining, and monitoring emission control devices in accordance with the applicable requirements of Paragraph 50, Gasco may elect to control emissions from condensate or crude oil storage tanks by installing and operating a VRU or any other system to capture and beneficially use or prevent VOC and total HAP emissions. No later than thirty (30) Days prior to installation, Gasco shall submit to EPA a monitoring plan to ensure the alternative control device system meets a 95% by weight or greater reduction in VOC and total HAP emissions.

52. No later than sixty (60) Days after startup of VOC and HAP emission controls for condensate or crude oil storage tanks, Gasco shall certify to EPA that it has complied with the

requirements of Paragraphs 49, 50 or 51, as applicable, using the language set forth in Paragraph 89.

53. Vapors from the condensate or crude oil storage tanks, including tank flash and standing/working/breathing vapors, that are required to be controlled under Paragraph 50 shall be controlled for at least a twelve (12) Month-period after which time the controls may be removed without prior EPA approval provided, within thirty (30) Days of the removal, Gasco notifies EPA in writing of the removal date and submits information demonstrating that the uncontrolled, annualized VOC emission rate is less than 10 TPY. The submittal to EPA will include the calculations of VOC emission rate using the following method of calculation: i) use an approved flashing emissions model or actual measurements to determine actual average annual emissions; and ii) input for the approved flashing model must include: a) the annual average daily production based on the twelve (12) Month-period of actual production as reported to the EPA or equivalent agency with jurisdiction following operation during a twelve (12) Month-period with controls; b) a site specific extended hydrocarbon analysis of pressurized condensate/oil sampled at the outlet of the separator or treater and upstream of the atmospheric storage tanks sampled at the operating conditions of the separator or treater to obtain an “unflashed” condensate/oil sample; and c) the actual operational parameters of the separation and storage equipment at the time the sample was collected and the decanes molecular weight and specific gravity. In addition, an unpressurized sample of the sales condensate or crude oil is to be collected and analyzed for Reid Vapor Pressure and API Gravity. For condensate with API Gravity of 40 Degrees or greater, the submittal to EPA shall include the calculation of VOC emission rates using an EPA approved flash emission model, actual measurements or other methods acceptable to EPA to determine actual average annual emissions. For crude oils with API Gravity less than

40 degrees, Gasco shall use the Vasquez-Beggs GOR (VB) correlation to estimate flashing emissions and EPA Tanks 4 program to calculate standing working and breathing emissions. Flashing emissions, especially those from pressurized vessels, may also be determined through direct measurement and analysis of the vapors when routing all the tank vapors through a calibrated meter.

54. In lieu of using the Vasquez-Beggs GOR (VB) correlation and EPA Tanks 4 program as specified in Paragraph 53, Gasco may use alternate calculation methods provided that Gasco submits sufficient information demonstrating the appropriateness of the alternate calculation methods to EPA at least sixty (60) Days prior to its use and EPA approves the alternate calculation methods.

C-3. Pneumatic Controllers

55. Gasco shall retrofit or replace all high-bleed Pneumatic Controllers with low-bleed or no bleed actuators in accordance with Paragraphs 56 and 57 of this Consent Decree. Gasco need not install low bleed or no bleed actuators if Gasco determines that the use of low bleed or no bleed actuators are not technically or operationally feasible. During the performance of each retrofit/replacement project, Gasco shall, to the extent practicable, repair or replace leaking gaskets, tubing fittings, and seals, and all work will be completed so as to minimize potential emissions associated with the retrofit or replacement project.

56. By no later than twelve (12) Months after the Effective Date of this Consent Decree, Gasco shall retrofit or replace at least one-half of the high-bleed Pneumatic Controllers with low-bleed or no-bleed actuators.

57. By no later than eighteen (18) Months after the Effective Date of this Consent Decree, Gasco shall retrofit or replace all high-bleed Pneumatic Controllers with low-bleed or no-bleed actuators.



58. Within sixty (60) Days of the completion of each retrofit/replacement project specified in Paragraph 57, Gasco shall provide a report to EPA that certifies completion of the retrofit/replacement project, and an accompanying spreadsheet in the format set forth in Appendix “C” that identifies each unit retrofitted or replaced, its site location, its service, the date the retrofit or replacement was completed, the estimated bleed rate reductions and corresponding estimates of both annual VOC reductions and amount of natural gas conserved, and the approximate cost of each retrofit or replacement. In the event that Gasco determines that the use of a low-bleed or no-bleed actuators are not technically or operationally feasible, Gasco shall describe the reason why the retrofit or replacement could not be accomplished in the Annual Report submitted pursuant to Section VII (Recordkeeping and Reporting Requirements).

C-4. Federally Enforceable Emission Limitation

59. Beginning on the Effective Date and at all times that this Consent Decree remains in effect, unless otherwise required by applicable regulations implementing the Act, the emission limitations and emission reduction requirements specified in Section IV.C. of this Consent Decree shall be considered “federally enforceable” and as applicable, “practicably enforceable” and shall be binding upon Gasco and EPA for purposes of calculating the PTE of the identified units, stationary sources and affected facilities in this Section IV.C. and in Section V of this Consent Decree.

C-5. General Recordkeeping Requirement

60. Gasco shall maintain records and information adequate to demonstrate its compliance with the applicable requirements of Section IV.C of this Consent Decree, and shall report the status of its compliance with these requirements in its Annual Reports submitted pursuant to Section VII (Recordkeeping and Reporting Requirement). In addition, Gasco shall submit all applicable reports as required under 40 C.F.R. Part 63, Subparts HH and ZZZZ.

C-6. General Pollution Control Requirement

61. All emission capture, collection and pollution abatement equipment, including vent lines, connections, fittings, valves, relief valves, hatches and other appurtenances must be maintained in good working order and operated properly at all times that the facility is operated, except as provided in Paragraph 62.

C-7. Startup, Shutdown, Malfunction, Non-operation

62. During periods of startup, shutdown, malfunction, non-operation and maintenance of equipment that is not subject to 40 C.F.R. Part 63, Subparts HH or ZZZZ, the requirements specified in Section IV.C. do not apply. However, affected sources that are subject to 40 C.F.R. Part 63, Subpart HH shall comply with the provisions of 40 C.F.R. § 63.762 during all periods of startup, shutdown, malfunction and non-operation of such affected sources. Likewise, affected sources that are subject to 40 C.F.R. Part 63, Subpart ZZZZ shall comply with the provisions of 40 C.F.R. § 63.6605 during all periods of startup, shutdown, malfunction and non-operation of such affected sources.

**D. New Oil and Natural Gas Production Facilities**

63. Beginning on the Effective Date of this Consent Decree and at all times thereafter, unless otherwise specified, Gasco shall comply with the emission reduction requirements set forth in Section IV.D. at New Oil and Natural Gas Production Facilities located on Indian Country in the State of Utah that either company constructs or modifies after the Effective Date of this Consent Decree. For New Oil and Natural Gas Production Facilities located on Indian Country in the State of Utah that Gasco acquires after the Effective Date of this Consent Decree, Gasco shall comply with the emission reduction requirements set forth in Section IV.D. below within eighteen (18) Months of the acquisition.

D-1. Dehydrators

64. Gasco shall install and operate only integrated low-emission dehydrators or dehydrator process vent control devices that achieve a 95% by weight or greater reduction of VOC and total HAP emissions from each dehydrator with uncontrolled annual VOC emissions from reboiler still vents, glycol flash separators, and still vent condensers in excess of 20.0 TPY, rounded to the nearest 0.1 ton. If actual annual average throughput to the unit equals or exceeds 3.0 MMscfd and actual benzene emissions from the unit is equal to or greater than 1.0 TPY considering controls, the unit is an affected unit under 40 C.F.R. Part 63, Subpart HH for Oil and Natural Gas Area Production Facilities and Gasco must comply with the applicable provisions of the rule. The uncontrolled VOC emissions analysis shall be determined by using GRI GLYCalc version 4.0 or higher with:

- a. the results of a recent extended gas analysis from a representative site-specific sample of the stream entering the natural gas dehydrator contactor tower;
- b. the maximum lean glycol recirculation rate for the glycol circulation pump in use (redundant pumps may be present in the system provided: i) the evaluation is performed using the maximum circulation rate of the largest volume pump; and ii) only one pump may operate at any one time) (if the maximum circulation rate for the pump in use is not included the GRI GLYCalc User Manual then documentation must be provided to EPA upon request); and
- c. the average operational parameters including wet gas temperature and pressure; dry gas water content; glycol flash separator temperature and pressure; stripping gas source and rate; and average daily gas production.

65. The average daily gas production shall be calculated as follows: calculate the average daily production for the first thirty (30) operating Days following the first date of

production (total gas produced in first thirty (30) operating Days divided by 30 days). If VOC emissions meet or exceed the threshold, controls must be installed within one hundred twenty (120) Days of the first date of production.

66. Gasco shall operate all installed dehydrator process vent control devices in accordance with the requirements of 40 C.F.R. § 63.765(b) and the manufacturer's written instructions or procedures.

67. No later than sixty (60) Days after installing an integrated low-emission dehydrator or dehydrator process vent control device, Gasco shall demonstrate compliance with the requirements in Paragraph 64 by submitting to EPA one of the following: a worksheet setting forth the design calculations, or a written performance guarantee from the equipment manufacturer or other demonstration to EPA's written satisfaction, confirming that such equipment will achieve the 95% by weight or greater reduction of VOC emissions from each dehydrator.

68. Instead of designing, operating, maintaining, and monitoring installed dehydrator process vent control devices in accordance with the applicable requirements of Section IV. D. of this Consent Decree, Gasco may elect to control emissions from dehydrators by installing and operating a VRU or any other system to capture and beneficially use or prevent VOC and total HAP emissions from the dehydrators. No later than thirty (30) Days prior to installation, Gasco shall submit to EPA a monitoring plan to ensure the alternative control device system meets an 95% or greater reduction in VOC and total HAP emissions.

69. No later than sixty (60) Days after the startup of an integrated low-emission dehydrator, dehydrator process vent control device, or the alternative control device system,

Gasco shall certify to EPA that it has complied with the requirements of Paragraphs 64 through 68, as applicable, using the certification language set forth in Paragraph 89.

70. Each dehydrator that is required to be controlled under Paragraph 63 shall be controlled for a minimum twelve (12) Month-period, after which time the control system or device may be removed without prior EPA approval provided, within thirty (30) Days of removal, Gasco notify(ies) EPA in writing of the removal date and submit(s) information demonstrating that the uncontrolled, annualized VOC emission rate is less than 5 TPY. The submittal to EPA shall include the calculations of VOC emission rate using the method of calculation described in Paragraphs 63 and 64 (with the exception that the operating and production data used in the model be the annual average of the most recent twelve (12) Month-period following at least twelve (12) Months of operation with controls).

71. In lieu of using GRI GLYCalc version 4.0 or higher as specified in Paragraph 64, Gasco may use an alternate calculation method provided that the applicable company submits sufficient information demonstrating the appropriateness of the alternate calculation method to EPA at least sixty (60) Days prior to its use and EPA approves the alternate calculation method.

#### D-2. Storage Tanks

72. Gasco shall continuously control VOC and total HAP emissions from condensate and crude oil storage tanks within ninety (90) Days of first production when the following conditions are met: i) for condensate (API Gravity of 40 degrees or greater) tanks, controls are required when the tank battery throughput exceeds a projected average daily throughput of 14 bbl/day; and ii) for crude oil (API Gravity less than 40 degrees) tanks, controls are required when the tank battery throughput exceeds a projected average daily throughput of 60 bbl/day. The projected average daily throughput shall be calculated as follows: calculate the average daily

production for the first thirty (30) operating Days following the first date of production (total bbl produced in first thirty (30) operating Days divided by thirty (30) calendar days).

73. When controls are required under Paragraph 72, Gasco shall continuously control VOC and total HAP emissions from condensate and crude oil storage tanks in accordance with the requirements under Section IV.D-1 (Dehydrators) above.

74. Instead of designing, operating, maintaining, and monitoring emission control devices in accordance with Paragraph 73, Gasco may elect to control emissions from condensate and crude oil storage tanks by installing and operating a VRU or any other system to capture and beneficially use or prevent VOC and total HAP emissions from the storage tanks. No later than thirty (30) Days prior to installation, Gasco shall submit to EPA a monitoring plan to ensure the alternative control device system meets the 95% or greater reduction in VOC and total HAP emissions.

75. No later than sixty (60) Days following the start up of emission controls on condensate and crude oil storage tanks, Gasco shall certify to EPA that it has complied with the requirements of Paragraphs 72-74, as applicable, using the certification language set forth in Paragraph 89.

76. Vapors from the condensate and crude oil storage tanks, including tank flash and standing working breathing vapors, that are required to be controlled under Paragraph 70 shall be controlled for at least a twelve (12) Month-period, after which time the control may be removed without prior EPA approval provided, within thirty (30) Days of removal, Gasco shall notify EPA in writing of the removal date and demonstrate that the uncontrolled, annualized VOC emission rate is less than 10 TPY. The submittal to EPA shall include the calculations of VOC emission rate using the following method of calculation: use an approved flashing emissions

model or actual measurements to determine actual average annual emissions. Input for the approved flashing model must include: the annual average daily production based on the twelve (12) Months actual production as reported to the EPA equivalent agency with jurisdiction following operation for at least twelve (12) Months with controls; a site specific extended hydrocarbon analysis of pressurized condensate/oil sampled at the outlet of the separator or treater and upstream of the atmospheric storage tanks sampled at the operating conditions of the separator or treater to obtain an “unflashed” condensate/oil sample; the actual operational parameters of the separation and storage equipment at the time the sample was collected and the decanes molecular weight and specific gravity. In addition, an unpressurized sample of the sales condensate or crude oil is to be collected and analyzed for Reid Vapor Pressure and API Gravity. Use an EPA approved flash emissions model or actual measurements to determine actual average annual emissions for condensates with API Gravity of 40 degrees or greater. For crude oils with an API Gravity of less than 40 degrees use the Vasquez-Beggs GOR (VB) correlation to estimate flashing emissions and EPA Tanks 4 program to calculate standing working and breathing emissions. Flashing emissions, especially those from pressurized vessels, may also be determined through direct measurement and analysis of the vapors when routing all the tank vapors through a calibrated meter.

77. In lieu of using the Vasquez-Beggs GOR (VB) correlation and EPA Tanks 4 program as specified in Paragraph 76, Gasco may use alternate calculation methods provided that Gasco submits sufficient information demonstrating the appropriateness of the alternate calculation methods to EPA at least sixty (60) Days prior to its use and EPA approves the alternate calculation methods.

D-3. Pneumatic Controllers

78. Gasco shall install and operate only low-bleed and no-bleed Pneumatic Controllers where instrument air is not otherwise available. Low-bleed or no-bleed Pneumatic Controllers need not be installed if Gasco determines that the use of low-bleed or no-bleed Pneumatic Controllers are not technically or operationally feasible.

D-4. Federally Enforceable Limits

79. Beginning on the Effective Date and at all times that this Consent Decree remains in effect, unless otherwise required by applicable regulations implementing the Act, the emission limitations and control requirements specified in Section IV.D. of this Consent Decree shall be considered “federally enforceable” and as applicable, “practicably enforceable” and shall be binding upon Gasco and EPA for purposes of calculating the PTE of the identified units, stationary sources and affected facilities in this Section IV.D. and in Section V of this Consent Decree.

D-5. General Recordkeeping Requirement

80. Gasco shall maintain records and information adequate to demonstrate compliance with the applicable requirements of Section IV.D. of this Consent Decree, and shall report the status of its compliance with the requirements of Section IV.D. of this Consent Decree in its Annual Reports submitted pursuant to Section VII (Recordkeeping and Reporting Requirements).

D-6. General Pollution Control Requirement

81. All emission capture, collection and pollution abatement equipment, including vent lines, connections, fittings, valves, relief valves, hatches and other appurtenances required in Section IV.D. must be maintained in good working order and operated properly at all times that the facility is operated, except as provided in Paragraph 82.



D-7. Startup, Shutdown, Malfunction and Non-operation

82. During periods of startup, shutdown, malfunction, non-operation and maintenance of equipment that is not subject to 40 C.F.R. Part 63, Subparts HH or ZZZZ, the requirements specified in Section IV. D. do not apply. However, affected sources that are subject to 40 C.F.R. Part 63, Subpart HH shall comply with the provisions of 40 C.F.R. § 63.762 during all periods of startup, shutdown, malfunction and non-operation of such affected sources. Likewise, affected sources that are subject to 40 C.F.R. Part 63, Subpart ZZZZ shall comply with the provisions of 40 C.F.R. § 63.6605 during all periods of startup, shutdown, malfunction and non-operation of such affected sources.

**V. LIMITS ON POTENTIAL TO EMIT**

83. Beginning on the Effective Date of this Consent Decree and continuing at all times that this Consent Decree or relevant part of this Consent Decree remains in effect, unless otherwise required by applicable regulations implementing the Act, the emission limitations and control requirements as specified in Section IV.A. (Riverbend Compressor Station), Section IV.B. (New Compression Facilities), Section IV.C. (Existing Oil and Natural Gas Production Facilities), and Section IV.D. (New Oil and Natural Gas Production Facilities) shall be considered “applicable requirements” for purposes of Title V Permits and “federally enforceable” and/or, “practicably enforceable” for purposes of calculating the PTE of an identified unit or stationary source for purposes of non-major/Title V and minor new source review/PSD applicability determinations, including future physical changes or changes in the method of operation, and other requirements under the Clean Air Act and any implementing federal regulations. Upon any partial termination of this Consent Decree, emission limitations and control requirements set forth in a terminated portion of this Consent Decree shall not be

considered, by virtue of this Consent Decree, “applicable requirements” for purposes of Title V permits or “federally” or “practicably” enforceable for purposes of calculating PTE.

## **VI. CIVIL PENALTY**

84. Within thirty (30) Days after the Effective Date of this Consent Decree, Gasco shall pay to the United States a total civil penalty pursuant to Section 113 of the Act, 42 U.S.C. § 7413, in the amount of THREE HUNDRED AND FIFTY THOUSAND DOLLARS (\$350,000.00), with interest accruing from the date on which the Consent Decree is entered by the Court at the rate specified in 28 U.S.C. § 1961 as of the Date of Entry. Gasco may not assign its obligation under this Consent Decree to pay the civil penalty set forth in this paragraph, nor may it be released from such obligation through sale or transfer of ownership.

85. Gasco shall make the payment by Electronic Funds Transfer (“EFT”) to the United States Department of Justice (“DOJ”), in accordance with current EFT procedures, referencing the United States Attorney’s Office (“USAO”) File Number and DOJ Case Number 90-5-2-1-09483. Payment shall be made in accordance with instructions provided by the USAO for the District of Utah. Any funds received after 11:00 a.m. (EST/EDT) shall be credited on the next business Day. Gasco shall provide notice of payment, referencing the USAO File Number, DOJ Case Number 90-5-2-1-09483 and the civil case name and case number, to DOJ and to EPA, as provided in Section XIV (“Notices”).

86. No amount of the civil penalty to be paid by Gasco shall be used to reduce its federal or state tax obligations.

## **VII. RECORDKEEPING AND REPORTING REQUIREMENTS**

87. Defendants shall maintain records and information to demonstrate compliance with the applicable requirements of Section IV, and shall submit the reports specified below:

a. All initial performance test results, retest reports, initial status reports, progress reports, final reports, notices, and monitoring data pursuant to any specific requirement of this Consent Decree for each Year (not a cumulative requirement);

b. By no later than January 30 of each Year, Defendants shall submit an Annual Report that containing the reports, notices, and information identified in Paragraph 87.a. for the previous Year.

88. Annual Reports shall be submitted to the EPA Officials in Section XIV (Notices) of this Consent Decree.

89. Each Annual Report submitted by Gasco and Monarch shall be signed by an authorized official and include the following certification:

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete.

90. The reporting requirements of this Section shall continue until termination of this Consent Decree; however, upon written agreement by EPA, where a Consent Decree reporting requirement is added to a final Title V permit or other non-Title V permit such that the permit meets or exceeds such Consent Decree reporting requirement, Defendants may fulfill that Consent Decree reporting requirement by notifying EPA that the required report has been provided pursuant to a permit requirement, and by identifying the relevant permit in their Annual Reports submitted pursuant to this Section VII (Recordkeeping and Reporting Requirements).

91. Any information provided pursuant to this Consent Decree may be used by the United States in any proceeding to enforce the provisions of this Consent Decree and as otherwise permitted by law.

### **VIII. STIPULATED PENALTIES**

92. Gasco and Monarch shall be liable for stipulated penalties to the United States for their violations of applicable requirements in this Consent Decree as specified below, unless excused under Section IX (Force Majeure) of this Consent Decree. However, Monarch shall not be liable for any stipulated penalties for violations relating to Section IV.A. occurring prior to February 26, 2010, and (for the Riverbend facility) Gasco shall not be liable for any stipulated penalties for violations relating to Section IV.A. occurring on or after February 26, 2010. A violation includes failing to perform any obligation required by the terms of this Consent Decree, including any work plan or schedule approved under this Consent Decree, according to all applicable requirements of this Consent Decree and within the specified time schedules established by or approved under this Consent Decree.

a. Dehydrators

	Violation	Stipulated Penalty
1.	For failure to operate and maintain low-emission dehydrators or process vent control devices as specified in Paragraphs Nos. 6, 19, 23, 25, 26, 40, 41, 44, 45, 63, 64, 66.	For each unit: \$1,000 per day for the first 30 days of noncompliance, \$1,500 per day from the 31 <sup>st</sup> to 60 <sup>th</sup> day of noncompliance, and \$2,000 per day thereafter.
2.	For failure to revise application for Title V permit for the Riverbend Compressor Station as specified in Paragraph No. 17.	\$200 per day for the first 30 days of noncompliance, \$500 per day from the 31 <sup>st</sup> to 60 <sup>th</sup> day of noncompliance, and \$1,000 per day thereafter.
3.	For failure to maintain records or to submit reports, worksheets, monitoring plans or certifications as specified in Paragraphs Nos. 6, 18, 23, 24, 27, 30, 35, 37, 48, 58, 60, 67, 69, 75, 80 and 87.	For each unit: \$200 per day for the first 30 days of noncompliance, \$500 per day from the 31 <sup>st</sup> to 60 <sup>th</sup> day of noncompliance, and \$1,000 per day thereafter.

## b. Storage Tanks

	Violation	Stipulated Penalty
1.	For failure to install and operate a thermal oxidizer or emission control device as specified in Paragraphs Nos. 7, 15, 19, 21, 28, 29, 38, 50, 51, 72, 73, 74 & 76.	For each unit: \$1,000 per day for the first 30 days of noncompliance, \$1,500 per day from the 31 <sup>st</sup> to 60 <sup>th</sup> day of noncompliance, and \$2,000 per day thereafter.
2.	For failure to maintain records or submit a report, monitoring plan or certification as specified in Paragraphs Nos. 15, 18, 29, 37, 47, 48, 52, 60, 74 75, 80, & 87.	For each unit: \$200 per day for the first 30 days of noncompliance, \$500 per day from the 31 <sup>st</sup> to 60 <sup>th</sup> day of noncompliance, and \$1,000 per day thereafter.

## c. Compressor Engines

	Violation	Stipulated Penalty
1.	For failure to install emission controls on a RICE as specified in Paragraphs Nos. 9 & 31.	For each unit: \$1,000 per day for the first 30 days of noncompliance, \$1,500 per day from the 31 <sup>st</sup> to 60 <sup>th</sup> day of noncompliance, and \$2,000 per day thereafter.
2.	For failure to conduct tests on the RICE emission controls as required by Paragraphs Nos. 10 & 32.	For each unit: \$500 per day for the first 30 days of noncompliance, \$1,000 per day from the 31 <sup>st</sup> to 60 <sup>th</sup> day of noncompliance, and \$1,500 per day thereafter.
3.	For failure to submit reports as required by Paragraphs Nos. 8, 18, 37 & 87.	For each report: \$200 per day for the first 30 days of noncompliance, \$500 per day from the 31 <sup>st</sup> to 60 <sup>th</sup> day of noncompliance, and \$1,000 per day thereafter.

## d. Pneumatic Controllers

	Violation	Stipulated Penalty
1.	For failure to complete replacement/retrofit of one-half of the high-bleed Pneumatic Controllers as specified in Paragraph No. 56.	For each project: \$500 per day for the first 30 days of noncompliance, \$1,000 per day from the 31 <sup>st</sup> to 60 <sup>th</sup> day of noncompliance, and \$1,500 per day thereafter.

	Violation	Stipulated Penalty
2.	For failure to complete replacement/retrofit of all high-bleed Pneumatic Controllers as specified in Paragraphs Nos. 11, 12, 56 & 57.	For each project: \$500 per day for the first 30 days of noncompliance, \$1,000 per day from the 31 <sup>st</sup> to 60 <sup>th</sup> day of noncompliance, and \$1,500 per day thereafter.
3.	For failure to submit a final report certifying completion of the high-bleed Pneumatic Controller retrofitting/replacing project as specified in Paragraphs Nos. 12, 14 & 58.	For each project: \$100 per day for the first 30 days of noncompliance, \$250 per day from the 31 <sup>st</sup> to 60 <sup>th</sup> day of noncompliance, and \$500 per day thereafter.
4.	For failure to install low-bleed or no-bleed actuators at new compression facilities as required by Paragraphs Nos. 33, 34, & 78.	For each project: \$100 per day for the first 30 days of noncompliance, \$250 per day from the 31 <sup>st</sup> to 60 <sup>th</sup> day of noncompliance, and \$500 per day thereafter.
5.	For failure to maintain records as required by Paragraphs Nos. 18, 37, 60, & 80.	For each report: \$200 per day for the first 30 days of noncompliance, \$500 per day from the 31 <sup>st</sup> to 60 <sup>th</sup> day of noncompliance, and \$1,000 per day thereafter.

93. Late Payment of Civil Penalty. If Gasco fails to pay the entire civil penalty required to be paid under Section VI (Civil Penalty) of this Consent Decree to the United States when due, then Gasco shall pay an additional stipulated penalty of \$1,000 per Day for each Day that the payment is late.

94. Stipulated penalties under this Section shall begin to accrue on the Day after performance is due or on the Day a violation occurs, whichever is applicable, and shall continue to accrue until performance is satisfactorily completed or until the violation ceases. Stipulated penalties shall accrue simultaneously for separate violations of this Consent Decree.

95. Defendants shall pay any stipulated penalty within thirty (30) Days of receipt of written demand of the United States in accordance with the payment instructions set forth in Paragraph 85. A demand for the payment of stipulated penalties will identify the particular violation(s) to which the stipulated penalty relates, the stipulated penalty amount the United

States is demanding for each violation, the calculation method underlying the demand, and the grounds upon which the demand is based.

96. Should either Defendant dispute the United States' demand for all or part of a stipulated penalty, it may avoid the imposition of a stipulated penalty for failure to pay a stipulated penalty by placing the disputed amount demanded in a commercial, interest bearing, escrow account pending resolution of the matter and by invoking the dispute resolution provisions in Section X on Dispute Resolution within twenty (20) Days of receipt of written demand from the United States.

97. Notwithstanding any other provision of this Consent Decree, the United States may, in its unreviewable discretion, reduce or waive all or any part of any stipulated penalties that may accrue pursuant to this Consent Decree. Payment of stipulated penalties shall relieve Defendants from liability to EPA from civil penalties under any permit for the same violation.

98. After the date on which payment is due under this Consent Decree, stipulated penalties shall continue to accrue as provided in Section VIII during any dispute, with interest on accrued stipulated penalties payable and calculated by the Secretary of Treasury, pursuant to 28 U.S.C. § 3717, but need not be paid until the following:

- a. If the dispute is resolved by agreement and is not appealed to the Court, the applicable Defendant shall pay accrued stipulated penalties and accrued interest agreed to within thirty (30) Days of the effective date of such agreement.
- b. If the dispute is appealed to the Court, and the United States prevails in whole or in part, the applicable Defendant shall pay all accrued stipulated penalties determined by the Court to be owed, together with accrued interest, within sixty

(60) Days of receiving the Court's decision or order, except as provided in Paragraph 98(c) below.

c. If either the United States or the applicable Defendant appeals the Court's decision, the applicable Defendant shall pay all accrued penalties determined by the appellate court to be owed (if any), together with accrued interest, within fifteen (15) Days of receiving the final appellate court decision.

99. Defendants shall not deduct stipulated penalties paid under this Section VIII in calculating its federal income tax.

100. Subject to the provisions of Section XII (Effect of Settlement/Reservation of Rights), the stipulated penalties provided for in this Consent Decree shall be in addition to any other rights, remedies, or sanctions available to the United States for the violation of this Consent Decree or applicable law.

#### **IX. FORCE MAJEURE**

101. If any event occurs which causes or may cause a delay or impediment to performance in complying with any applicable provision of this Consent Decree (*e.g.* would require operation in an unsafe manner), and which Defendant believes qualifies as an event of *Force Majeure*, Defendant shall notify the United States in writing as soon as practicable, but in any event within forty-five (45) Days of the date when that Defendant first knew of the event or should have known of the event by the exercise of due diligence. In this notice, Defendant shall specifically reference this Paragraph of this Consent Decree and describe the anticipated length of time the delay may persist, the cause or causes of the delay, the measures taken and/or to be taken by that Defendant to prevent or minimize the delay and the schedule by which those measures will be implemented. The notice required by this Section shall be effective upon dispatch by overnight delivery service that provides a record of the dispatch and delivery dates,



or upon the mailing of the same by certified mail, return receipt requested, to the EPA Region 8 Office as specified in Paragraph 130. Defendant shall adopt all reasonable measures to avoid or minimize such delays.

102. Failure by Defendant to substantially comply with the notice requirements of Paragraph 98, as specified above, shall render this Section voidable by the United States, as to the specific event for which Defendant has failed to comply with such notice requirement. If so voided, this Section shall be of no effect as to the particular event involved.

103. The United States shall notify Defendant in writing regarding its agreement or disagreement with any claim of a *Force Majeure* event within forty-five (45) Days of receipt of the *Force Majeure* notice as specified in Paragraph 130.

104. If the United States agrees that the delay or impediment to performance has been or will be caused by circumstances beyond the control of Defendant, including any entity controlled or contracted by it, and that Defendant could not have prevented the delay by the exercise of due diligence, the Parties shall stipulate to an extension of the required deadline(s) for all requirement(s) affected by the delay by a period equivalent to the delay actually caused by such circumstances, or such other period as may be appropriate in light of the circumstances. Such stipulation may be filed as a modification to this Consent Decree pursuant to the modification procedures established in this Consent Decree. Defendant shall not be liable for stipulated penalties for the period of any such delay.

105. If the United States does not agree that the delay or impediment to performance has been or will be caused by circumstances beyond the control of Defendant, including any entity controlled or contracted by it, and that Defendant could have prevented the delay by the exercise of due diligence, the position of the United States on the *Force Majeure* claim becomes

final and binding on Defendant, and Defendant shall pay applicable stipulated penalties, unless Defendant submits the matter to this Court for resolution by filing a petition for determination with this Court within twenty (20) business Days after receiving the written notification of Defendant as set forth in Paragraph 98. Once Defendant has submitted such matter to this Court, the United States shall have twenty (20) business Days to file a response to the petition. If Defendant submits the matter to this Court for resolution and the Court determines that the delay or impediment to the performance has been or will be caused by circumstances beyond the control of Defendant, including any entity controlled or contracted by Defendant, and that it could not have prevented the delay by the exercise of reasonable diligence, Defendant shall be excused as to such event(s) and delay (including stipulated penalties) for all requirement(s) affected by the delay by a period equivalent to the delay actually caused by such circumstances, or such other period as may be appropriate in light of the circumstances.

106. The Defendant shall bear the burden of proving that any delay of any requirement(s) of this Consent Decree was (were) caused by or will be caused by circumstances beyond its control, including any entity controlled or contracted by Defendant, and that it could not have prevented the delay by the exercise of due diligence. Defendant shall also bear the burden of proving the duration and extent of any delay(s) attributable to such circumstances. An extension of one compliance date based on a particular event may, but does not necessarily, result in an extension of a subsequent compliance date or dates. Unanticipated or increased costs or expenses associated with the performance of obligations under this Consent Decree shall not constitute circumstances beyond the control of Defendant.

107. As part of the resolution of any matter submitted to this Court under this Section, the Parties by agreement, or this Court by order, may in appropriate circumstances extend or

modify the schedule for completion of work under this Consent Decree to account for the delay in the work that occurred as a result of any delay or impediment to performance on which an agreement by the Plaintiff or approval by this Court is based. Defendant shall be liable for stipulated penalties for its failure thereafter to complete the work in accordance with the extended or modified schedule, except to the extent that such schedule is further modified, extended or otherwise affected by a subsequent *Force Majeure* event under this Section IX.

#### **X. DISPUTE RESOLUTION**

108. Unless otherwise expressly provided for in this Consent Decree, the dispute resolution procedures of this Section shall be the exclusive mechanism to resolve disputes arising under or with respect to this Consent Decree.

109. Informal Dispute Resolution. Any dispute subject to Dispute Resolution under this Consent Decree shall first be the subject of informal negotiations. The dispute shall be considered to have arisen when Defendant sends a written Notice of Dispute. Such Notice of Dispute shall state clearly the matter in dispute. The period of informal negotiations shall not exceed twenty (20) Days from the date the dispute arises, unless that period is modified by written agreement. If the Parties cannot resolve a dispute by informal negotiations, then the position advanced by the United States shall be considered binding unless, within twenty (20) Days after the conclusion of the informal negotiation period, Defendant invokes formal dispute resolution procedures as set forth below.

110. Formal Dispute Resolution. Defendants may only invoke formal dispute resolution procedures by serving on the EPA a written Statement of Position regarding the matter in dispute within twenty (20) Days after the conclusion of the informal negotiation period. The Statement of Position shall include, but may not necessarily be limited to, any factual data,

analysis, or opinion supporting Defendant's position and any supporting documentation relied upon by Defendant.

111. The United States shall serve its Statement of Position within thirty (30) Days of receipt of Defendant's Statement of Position. The United States Statement of Position shall include, but may not necessarily be limited to, any factual data, analysis, or opinion supporting that position and any supporting documentation relied upon by the United States. The United States Statement of Position shall be binding on Defendant, unless Defendant files a motion for judicial review of the dispute in accordance with Paragraph 112.

112. Defendant may seek judicial review of the dispute by filing with the Court and serving on the United States, in accordance with Section XIV (Notices) of this Consent Decree, a motion requesting judicial resolution of the dispute. The motion must be filed within thirty (30) Days of receipt of the United States Statement of Position described in Paragraph 110. The motion shall contain a written statement of Defendant's position on the matter in dispute, including any supporting factual data, analysis, opinion, or documentation, and shall set forth the relief requested and any schedule within which the dispute must be resolved for orderly implementation of the Consent Decree.

113. The United States shall respond to Defendant's motion within the time period allowed by the Local Rules of this Court. Defendant may file a reply memorandum, to the extent permitted by the Local Rules and allowed by the Court.

114. Except as otherwise provided in this Consent Decree, in any dispute brought under this Section, Defendant shall bear the burden of demonstrating that its position clearly complies with this Consent Decree.

115. If the Court determines the delay or impediment to performance has been or will be caused by circumstances beyond Defendant's control, including any entity controlled or contracted by them, and that the delay could not have been prevented by the exercise of due diligence, Defendant shall be excused as to that event(s) and delay (including stipulated penalties) for all requirements affected by the delay for a period of time equivalent to the delay caused by such circumstances or such other period as may be determined by the Court.

116. As part of the resolution of any matter submitted to this Court under this Section, the Parties by agreement, or this Court by order, may extend or modify the schedule for completion of work under this Consent Decree to account for the delay in the work that occurred as a result of any delay or impediment to performance agreed to by the United States or approved by this Court. Defendant shall be liable for stipulated penalties for its failure thereafter to complete the work in accordance with the extended or modified schedule, except to the extent that such schedule is further modified, extended or otherwise affected by a subsequent *Force Majeure* event under Section IX.

#### **XI. INFORMATION COLLECTION AND RETENTION**

117. The United States, and its representatives, including attorneys, contractors, and consultants, shall have the right of entry into any facility covered by this Consent Decree at all reasonable times, upon presentation of credentials, for the purpose of monitoring compliance with any of the provisions of this Consent Decree, including to:

- a. monitor the progress of activities required under this Consent Decree;
- b. inspect equipment and facilities covered by this Consent Decree; and
- c. inspect and copy documents, records, or other information to be maintained in accordance with the terms of this Consent Decree.

118. Until two (2) Years after the termination of this Consent Decree, Defendants shall retain, and shall instruct its contractors and agents to preserve, copies of all documents, records, or other information (including documents, records, or other information in electronic form) in their or their contractors' or agents' possession or control, or that come into their or their contractors' or agents' possession or control, that are required to be created, generated and/or maintained under this Consent Decree. This information-retention requirement shall apply regardless of any contrary corporate or institutional policies or procedures. At any time during this information-retention period, upon request by the United States, Defendant shall provide copies of any non-privileged documents, records, or other information required to be maintained under this Paragraph.

119. At the conclusion of the information-retention period provided in Paragraph 118, Defendants shall notify the United States at least ninety (90) Days prior to the destruction of any documents, records, or other information subject to the requirements of Section VII and, upon request by the United States, Defendant shall deliver the requested non-privileged documents, records, or other information to EPA.

120. Defendants may assert that certain documents, records, or other information is privileged under the attorney-client privilege or any other privilege recognized by federal law. If either Defendant asserts such a privilege, it shall provide the following: (1) the title of the document, record, or information; (2) the date of the document, record, or information; (3) the name and title of each author of the document, record, or information; (4) the name and title of each addressee and recipient; (5) a description of the subject of the document, record, or information; and (6) the privilege asserted. However, no documents, records, or other

information that Defendant is explicitly required to create or generate to satisfy a specific requirement of this Consent Decree shall be withheld on the grounds of privilege.

121. Defendants may also assert that information required to be provided under this Section is protected as Confidential Business Information (“CBI”) under 40 C.F.R. Part 2. As to any information that either Defendant seeks to protect as CBI, it shall follow the procedures set forth in 40 C.F.R. Part 2.

122. This Consent Decree in no way limits or affects any right of entry and inspection, or any right to obtain information, held by the United States pursuant to applicable federal or state laws, regulations, or permits, nor does it limit or affect any duty or obligation of Defendants to maintain documents, records, or other information imposed by applicable federal or state laws, regulations, or permits.

## **XII. EFFECT OF SETTLEMENT/RESERVATION OF RIGHTS**

123. This Consent Decree resolves all Defendants’ civil liability to the United States for the violations alleged in the Complaint through the Date of Lodging of this Consent Decree.

124. In determining whether a future modification will result in a significant net emissions increase, Defendants may not take credit for any emissions reductions required by the Consent Decree for netting purposes in accordance with the restrictions set forth at 40 C.F.R. § 52.21(3)(iii), and the applicable regulations implementing Part C of Title I of the Clean Air Act. In addition, the emission reductions required under this Consent Decree may not be used for any emissions offset, banking, selling or trading program.

125. The United States reserves all legal and equitable remedies available to enforce the provisions of this Consent Decree. This Consent Decree shall not be construed to limit the rights of the United States to obtain penalties or injunctive relief under the Act or implementing regulations, or under other federal or state laws, regulations, or permit conditions, except as

expressly provided in Section V (Limits on Potential to Emit) and Paragraph 123 of this Consent Decree.

126. This Consent Decree is not a permit, or a modification of any permit, under any federal, State, or local laws or regulations. Nothing in this Consent Decree shall relieve Defendants of their obligation to achieve and maintain complete compliance with all applicable federal, State, and local laws, regulations, and permits. Defendants' compliance with this Consent Decree shall be no defense to any action commenced pursuant to any such laws, regulations, or permits, except as expressly provided in Section V (Limits on Potential to Emit) and Paragraph 123 of this Consent Decree. The United States does not, by its consent to the entry of this Consent Decree, warrant or aver in any manner that Defendants' compliance with any aspect of this Consent Decree will result in compliance with provisions of the Act, or with any other provisions of federal, State, or local laws, regulations, or permits.

127. This Consent Decree does not limit or affect the rights of Defendants or of the United States against any third parties that are not a party to this Consent Decree, nor does it limit the rights of Third Parties that are not a party to this Consent Decree against Defendants, except as otherwise provided by law.

128. This Consent Decree shall not be construed to create rights in, or grant any cause of action to, any third party that is not a party to this Consent Decree.

### **XIII. COSTS**

129. The Parties shall bear their own costs of this action, including attorneys' fees, except that the United States shall be entitled to collect the costs (including attorneys' fees) incurred in any action necessary to collect any portion of the civil penalty or any stipulated penalties when due.



#### XIV. NOTICES

130. Unless otherwise specified herein, whenever notifications, submissions, or communications are required by this Consent Decree, they shall be made in writing and addressed as follows:

As to DOJ:

Chief, Environmental Enforcement Section  
Environment and Natural Resources Division  
U.S. Department of Justice  
P.O. Box 7611, Ben Franklin Station  
Washington, D.C. 20044-7611  
Re: DOJ No. 90-5-2-1-08656

As to EPA

Assistant Regional Administrator  
Office of Enforcement, Compliance, and Environmental Justice  
U.S. Environmental Protection Agency, Region 8  
1595 Wynkoop Street  
Denver, CO 80202-1129

As to Gasco Energy Inc.

Michael K. Decker  
Executive Vice-President and Chief Operating Officer  
Gasco Energy, Inc.  
8 Inverness Drive East, Suite 100  
Englewood, Colorado 80112-5625

As to Monarch Natural Gas LLC

C. Judson Williams, CFO and Treasurer  
Monarch Natural Gas, LLC  
5613 DTC Parkway, Suite 200  
Greenwood Village, CO 80111

131. Any Party may, by written notice to the other Parties, change its designated notice recipient or notice address provided above.

132. Notices submitted pursuant to this Section shall be deemed submitted upon mailing, unless otherwise provided in this Consent Decree or by mutual agreement of the Parties in writing.

**XV. SALES OR TRANSFERS OF OWNERSHIP/OPERATOR INTERESTS**

133. If (a) Gasco proposes to sell or transfer all or any part of its ownership or responsibility as operator of any facility that is subject to any requirement of this Consent Decree, except for individual wells or groups of wells and associated well-head facilities, to an entity unrelated to Gasco or (b) if Monarch proposes to sell or transfer all or part of its ownership or its responsibility as operator of the Riverbend Compressor Station to a third-party to an entity unrelated to Monarch (in either instance "Third Party"), Gasco or Monarch shall advise the Third Party in writing of the existence of this Consent Decree prior to such sale or transfer and shall send a copy of such written notification to the United States pursuant to Section XIV (Notices) of this Consent Decree at least thirty (30) Days before the effective date of such proposed sale or transfer.

134. No sale or transfer of ownership to a Third Party shall take place before the Third Party consents in writing, by a stipulation to be filed with the Court, to: (1) accept all obligations, terms and conditions of this Consent Decree applicable to Gasco (for a sale or transfer of Gasco's interests) with the exception of requirements in Section VI (Civil Penalty) and exclusive of well-head facilities or Monarch (for a sale or transfer of the Riverbend Compressor Station); (2) accept the jurisdiction of the Court to enforce the terms of this Consent Decree as to such party; and (3) become a party to this Consent Decree. Notwithstanding such a sale or transfer Gasco (for the sale or transfer of Gasco's interests) or Monarch (for the sale or transfer of the Riverbend Compressor Station) shall remain jointly and severally liable with the Third Party

unless the Consent Decree is modified or joint and several liability is restricted in accordance with Paragraph 135.

135. The United States, the applicable Defendant, and the Third Party may execute a modification to this Consent Decree that relieves the applicable Defendant of obligations and liabilities applicable to the sold or transferred facilities under this Consent Decree and imposes such obligations and liabilities upon the Third Party. Notwithstanding the foregoing, however, Gasco may not assign, and may not be released from, obligations under this Consent Decree to pay the civil penalty in accordance with Section VI (Civil Penalties), pay stipulated penalties with respect to actions occurring prior to the date of transfer of ownership or operator responsibility in accordance with Section VIII (Stipulated Penalties), or maintain documents or provide reports with respect to those obligations in accordance with Sections VII (Recordkeeping and Reporting Requirements) and XI (Information Collection and Retention). Notwithstanding the foregoing, however, Monarch may not assign, and may not be released from, obligations under this Consent Decree to pay stipulated penalties with respect to actions occurring prior to the date of transfer of ownership or operator responsibility in accordance with Section VIII (Stipulated Penalties), or maintain documents or provide reports with respect to those obligations in accordance with Sections VII (Recordkeeping and Reporting Requirements) and XI (Information Collection and Retention) prior to the date of transfer of ownership or operator responsibility.

#### **XVI. EFFECTIVE DATE**

136. Unless otherwise specifically provided herein, the Effective Date of this Consent Decree shall be the date upon which this Consent Decree is approved and signed by the Court.

## **XVII. RETENTION OF JURISDICTION**

137. The Court shall retain jurisdiction over this case until termination of this Consent Decree, for the purpose of resolving disputes arising under this Decree or entering, partially terminating or terminating orders modifying this Decree, pursuant to Sections XV (Sales or Transfers of Ownership/Operator Interests) and XVIII (Modification), or effectuating or enforcing compliance with the terms of this Consent Decree.

## **XVIII. MODIFICATION**

138. The terms of this Consent Decree, including any attached appendices, may be modified only by a subsequent written agreement signed by all the Parties affected by such modification. With respect to any modification that constitutes a material change to this Decree, such written agreement shall be filed with the Court and effective only upon the Court's approval. Any modification of a reporting requirement of this Consent Decree shall be deemed a non-material modification. Any disputes concerning modification of this Decree shall be resolved pursuant to Section X (Dispute Resolution) of this Consent Decree.

## **XIX. TERMINATION**

139. This Consent Decree shall remain in effect until terminated or partially terminated in accordance with the provisions of this Section.

140. Two (2) Years after the Effective Date of this Consent Decree and anytime thereafter, either Defendant may serve upon the United States a Request for Termination or Partial Termination of the obligations in this Consent Decree related to one or more of the following (as applicable): the Riverbend Compressor Station (Section IV.A.), New Compression Facilities (Section IV. B.), Existing Oil and Gas Production Facilities (Section IV.C.) and/or New Oil and Gas Production Facilities (Section IV.D.). Any Request for Termination or Partial Termination of obligations in the Consent Decree shall include a certification that: (1) the

Defendant has paid the civil penalty and all stipulated penalties, if any, that have accrued and that directly pertain to the obligations under the Consent Decree to which it is seeking termination; and (2) has fulfilled the obligations under the Consent Decree to which it is seeking termination.

141. If the United States does not agree that the Consent Decree may be terminated or partially terminated (or does not respond to a request for termination or partial termination within 90 Days of the request), the requesting Defendant may invoke Dispute Resolution under Section X (Dispute Resolution) of this Consent Decree. If the United States agrees that the Consent Decree may be terminated or partially terminated, the United States and the requesting Defendant shall jointly move the Court for termination or partial termination of the Consent Decree.

142. Full Termination of the Consent Decree will end all obligations under this Decree. Partial Termination of this Consent Decree will end all obligations under this Decree subject to the Request for Partial Termination.

## **XX. PUBLIC PARTICIPATION**

143. This Consent Decree shall be lodged with the Court for a period of not less than thirty (30) Days for public notice and comment in accordance with 28 C.F.R. § 50.7. The United States reserves the right to withdraw or withhold its consent if the comments regarding the Consent Decree disclose facts or considerations indicating that the Consent Decree is inappropriate, improper, or inadequate. Defendants consent to entry of this Consent Decree without further notice and agrees not to withdraw from or oppose entry of this Consent Decree by the Court or to challenge any provision of the Consent Decree, unless the United States notifies Defendants in writing that it no longer supports entry of the Consent Decree.

## **XXI. SIGNATORIES/SERVICE**

144. Defendants' undersigned representatives and the Deputy Section Chief for the Environmental Enforcement Section in the Environment and Natural Resources Division of the Department of Justice certify that he or she is fully authorized to enter into the terms and conditions of this Consent Decree and to execute and legally bind the Party he or she represents to this document.

145. Defendants represent that it has authority to legally obligate any of its corporate subsidiaries or affiliates that own or operate any of the facilities or any oil and/or gas production or gathering facilities that are subject to any work or compliance requirements of this Consent Decree and to take all actions necessary to comply with the provisions of this Consent Decree.

146. This Consent Decree may be signed in counterparts, and its validity shall not be challenged on that basis. Defendants agree to accept service of process by mail with respect to all matters arising under or relating to this Consent Decree and to waive the formal service requirements set forth in Rules 4 and 5 of the Federal Rules of Civil Procedure and any applicable Local Rules of this Court including, but not limited to, service of a summons.

## **XXII. INTEGRATION**

147. This Consent Decree constitutes the final, complete, and exclusive agreement and understanding among the Parties with respect to the settlement embodied in the Consent Decree and supersedes all prior agreements and understandings, whether oral or written, concerning the settlement embodied herein. Other than the Appendices, which are attached to and incorporated in this Consent Decree, and deliverables that are subsequently submitted and approved pursuant to this Consent Decree, no other document, nor any representation, inducement, agreement, understanding, or promise, constitutes any part of this Consent Decree or the settlement it represents, nor shall it be used in construing the terms of this Consent Decree.

**XXIII. FINAL JUDGMENT**

148. Upon approval and entry of this Consent Decree by the Court, this Consent Decree shall constitute a final judgment of the Court as to the United States and Defendants.

Dated and entered this \_\_\_\_ day of \_\_\_\_\_, 2011

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UNITED STATES DISTRICT JUDGE  
District of Utah

FOR PLAINTIFF UNITED STATES OF AMERICA

Date

*December 22, 2010*

BRUCE S. GELBER  
Section Chief  
Environmental Enforcement Section  
Environment and Natural Resources Division  
U.S. Department of Justice

Date

*12/29/10*

JAMES D. FREEMAN  
Trial Attorney  
Environmental Enforcement Section  
Environment and Natural Resources Division  
U.S. Department of Justice  
1961 Stout Street – Eighth Floor  
Denver, CO 80294



FOR U.S. ENVIRONMENTAL PROTECTION AGENCY

Date

12/15/10

---

ANDREW MICHAEL GAYDOSH  
Assistant Regional Administrator  
Office of Enforcement, Compliance and  
Environmental Justice  
U.S. EPA (Mail Code ENF-L)  
1595 Wynkoop Street  
Denver, CO 80202

FOR GASCO ENERGY INC.-

Date DECEMBER 29, 2010

\_\_\_\_\_  
GASCO ENERGY, INC

FOR MONARCH NATURAL GAS LLC-

Date December 29, 2010

MONARCH NATURAL GAS LLC

BY: C. Judson Williams

Title: Chief Financial Officer

Appendix A Description of Continuous Monitoring System for Dehydrators at Riverbend Compressor Station

Appendix B List of High-bleed Pneumatic Controllers Covered in Paragraphs 11 and 12

Appendix C Approved Spreadsheet for Listing Replaced/Retrofitted Pneumatic Controllers

Appendix D List of Gasco's Existing Oil and Gas Production Facilities and Associated High-bleed Pneumatic Controllers

## Continuous Monitoring System

The Riverbend Gas Gathering facility implements a Rosemount temperature transmitter to record the temperature for each catalytic converter on each compressor and the temperature of the thermal oxidizer (TO). Readings are recorded every fifteen minutes additionally, an average of each temperature reading for each compressor catalyst and the TO are recorded. The system continuously records the temperatures and stores and reports them by month. The temperatures are based on the readings taken on the suction side of the exhaust on all 5 Compressors, 3 inlet and 2 JT Compressors. The data from each of the transmitters is transmitted wirelessly to an Emerson Process Management and from the ignition source area in the TO. It is then transferred via modbus to an RTU supplied by Implicit Monitoring where it is then calculated into the four hour rolling average. Then all of the data is transmitted via satellite to Houston where it is loaded on to Implicit's website to be viewed by the user. If the temperature is out of range from the initial set-up of the compressors and TO an alarm is sent to implicit monitoring system, and to Monarch personnel.

## APPENDIX B

## Riverbend Gas Gathering Dump Valve Status

Lease	Qtr/Qtr	Sec	Tw	Rge	County	Latitude	Longitude						Oil Dump	Water Dump	Cost of parts	Cost of installation	Total Installed Cost	Date Modified	Equipment installed
Riverbend Gas Gathering Plant	SWSW	36	9S	18E	Uintah	39.98212	-109.84791									\$1,100			
JT plant cold sep													1 Fisher low bleed						
JT Fuel gas scrubber													1 Norriseal low bleed						
Dehy #1													2 Cemco		\$733.34			Aug. 2010	Mizer upgrade
Dehy #2 tower													1 Invalco		\$690.90			Aug. 2010	Mizer upgrade
Dehy #2 sep													1 Cemco		\$491.67			Aug. 2010	Mizer upgrade
Dehy #3 fuel scrubber	Not being used, could be taken out of service												1 Invalco		\$740.90			Aug. 2010	Mizer upgrade
Dehy #3 inlet sep													2 Invalco		\$1,131.80			Aug. 2010	Mizer upgrade
Dehy #4													1 Invalco		\$690.90			Aug. 2010	Mizer upgrade
East 2 coalescer filters													4 Cemco		\$1,216.68			Aug. 2010	Mizer upgrade
West 2 coalescer filters													4 Cemco		\$1,216.68			Aug. 2010	Mizer upgrade
HP inlet scrubber													1 Cemco		\$491.67			Aug. 2010	Mizer upgrade
Horizontal inlet scrubber													2 Cemco		\$733.34			Aug. 2010	Mizer upgrade
2 vertical inlet scrubbers													2 Cemco		\$733.34			Aug. 2010	Mizer upgrade
JT coalescer filters													2 Cemco		\$733.34			Sept 2010	Mizer upgrade
Suction Compressor #1 (Exterran)													2 Norriseal low bleed		0				
Suction Compressor #2 (Exterran)													1 Norriseal low bleed	1 Murphymatic low bleed	0				
Suction Compressor #3 (Exterran)													1 Murphymatic low bleed	1 Mallard low bleed	0				
JT Compressor #1 (Exterran)													2 Murphymatic low bleed		0				
JT Compressor #2 (Exterran)													1 Norriseal low bleed		0				
All Invalco controllers replaced with Cemco/Mizer upgrades																			
The Mizer replacement model M4010 is for the Invalco retrofit. The Mizer replacement model M1110 is for the Cemco retrofit.																			
														Total Cost	\$9,604.56	\$1,100	\$10,704.56		

APPENDIX C

Riverbend Gas Gathering Dump Valve Status

Lease	Qtr/Qtr	Sec	Twn	Rge	County	Latitude	Longitude	Total Bleed Rate Reduction*	Annual VOC Reduction**	Amount of Natural gas conserved	Oil Dump		Water Dump		Cost of parts	Cost of installation	Total Installed Cost	Date Modified	Equipment installed		
								scf/hr	TPY	Mcf/yr	Number of units	Type	Number of Units	Type	\$						
Riverbend Gas Gathering Plant	SWSW	36	9S	18E	Uintah	39.98212	-109.84791									\$1,100					
JT plant cold sep								0	0	0	1	Fisher low bleed							NA	NA	
JT Fuel gas scrubber								0	0	0	1	Norriseal low bleed							NA	NA	
Dehy #1								82	1.266	718.32	2	Cemco			\$733.34			Aug. 2010	Mizer upgrade		
Dehy #2 tower								41	0.633	359.16	1	Invalco			\$690.90			Aug. 2010	Mizer upgrade		
Dehy #2 sep								41	0.633	359.16	1	Cemco			\$491.67			Aug. 2010	Mizer upgrade		
Dehy #3 fuel scrubber	Not being used, could be taken out of service							41	0.633	359.16	1	Invalco			\$740.90			Aug. 2010	Mizer upgrade		
Dehy #3 inlet sep								82	1.266	718.32	2	Invalco			\$1,131.80			Aug. 2010	Mizer upgrade		
Dehy #4								41	0.633	359.16	1	Invalco			\$690.90			Aug. 2010	Mizer upgrade		
East 2 coalescer filters								164	2.532	1436.64	4	Cemco			\$1,216.68			Aug. 2010	Mizer upgrade		
West 2 coalescer filters								164	2.532	1436.64	4	Cemco			\$1,216.68			Aug. 2010	Mizer upgrade		
HP inlet scrubber								41	0.633	359.16	1	Cemco			\$491.67			Aug. 2010	Mizer upgrade		
Horizontal inlet scrubber								82	1.266	718.32	2	Cemco			\$733.34			Aug. 2010	Mizer upgrade		
2 vertical inlet scrubbers								82	1.266	718.32	2	Cemco			\$733.34			Aug. 2010	Mizer upgrade		
JT coalescer filters								82	1.266	718.32	2	Cemco			\$733.34			Sept.2010	Mizer upgrade		
Suction Compressor #1 (Exterran)								0	0	0	2	Norriseal low bleed			0			NA	NA		
Suction Compressor #2 (Exterran)								0	0	0	1	Norriseal low bleed	1	Murphymatic low bleed	0			NA	NA		
Suction Compressor #3 (Exterran)								0	0	0	1	Murphymatic low bleed	1	Mallard low bleed	0			NA	NA		
JT Compressor #1 (Exterran)								0	0	0	2	Murphymatic low bleed			0			NA	NA		
JT Compressor #2 (Exterran)								0	0	0	1	Norriseal low bleed			0			NA	NA		
5-11 D Separator	NWNW	11	10S	18E	Uintah			82	1.266	718.32	2	Cemco or Invalco			\$733.34			Pending Arrival from Supplier	Mizer upgrade		
Little Desert Compressor Station Separator		20	10S	18E	Uintah	#####	#####	82	1.266	718.32	2	Cemco or Invalco			\$733.34			Pending Arrival from Supplier	Mizer upgrade		
Scrubber #2		17	10S	18E	Uintah	#####	#####	82	1.266	718.32	2	Cemco or Invalco			\$733.34			Pending Arrival from Supplier	Mizer upgrade		
Questar Tap 539					Uintah	#####	#####	82	1.266	718.32	2	Cemco or Invalco			\$733.34			Pending Arrival from Supplier	Mizer upgrade		
Gate Canyon 41-20	NENE	20	9S	15E	Dushesne			82	1.266	718.32	2	Cemco or Invalco			\$733.34			Pending Arrival from Supplier	Mizer upgrade		
All Invalco controllers replaced with Cemco/Mizer upgrades																					
The Mizer replacement model M4010 is for the Invalco retrofit.																					
The Mizer replacement model M1110 is for the Cemco retrofit.																					
															Total Cost	\$13,271.26	\$1,100	\$14,371.26			

\*Bleed rate reduction per component is 41 scf/hr.

\*\*Annual VOC reduction per component is 0.633 TPY

APPENDIX C

Riverbend Gas Gathering Dump Valve Status

Lease	Qtr/Qtr	Sec	Twn	Rge	County	Latitude	Longitude	Total Bleed Rate Reduction*	Annual VOC Reduction**	Amount of Natural gas conserved	Oil Dump		Water Dump		Cost of parts	Cost of installation	Total Installed Cost	Date Modified	Equipment installed	
								scf/hr	TPY	Mcf/yr	Number of units	Type	Number of Units	Type	\$					
Riverbend Gas Gathering Plant	SWSW	36	9S	18E	Uintah	39.98212	-109.84791									\$1,100				
JT plant cold sep								0	0	0	1	Fisher low bleed						NA	NA	
JT Fuel gas scrubber								0	0	0	1	Norriseal low bleed						NA	NA	
Dehy #1								82	1.266	718.32	2	Cemco			\$733.34			Aug. 2010	Mizer upgrade	
Dehy #2 tower								41	0.633	359.16	1	Invalco			\$690.90			Aug. 2010	Mizer upgrade	
Dehy #2 sep								41	0.633	359.16	1	Cemco			\$491.67			Aug. 2010	Mizer upgrade	
Dehy #3 fuel scrubber	Not being used, could be taken out of service							41	0.633	359.16	1	Invalco			\$740.90			Aug. 2010	Mizer upgrade	
Dehy #3 inlet sep								82	1.266	718.32	2	Invalco			\$1,131.80			Aug. 2010	Mizer upgrade	
Dehy #4								41	0.633	359.16	1	Invalco			\$690.90			Aug. 2010	Mizer upgrade	
East 2 coalesor filters								164	2.532	1436.64	4	Cemco			\$1,216.68			Aug. 2010	Mizer upgrade	
West 2 coalesor filters								164	2.532	1436.64	4	Cemco			\$1,216.68			Aug. 2010	Mizer upgrade	
HP inlet scrubber								41	0.633	359.16	1	Cemco			\$491.67			Aug. 2010	Mizer upgrade	
Horizontal inlet scrubber								82	1.266	718.32	2	Cemco			\$733.34			Aug. 2010	Mizer upgrade	
2 vertical inlet scrubbers								82	1.266	718.32	2	Cemco			\$733.34			Aug. 2010	Mizer upgrade	
JT coalesor filters								82	1.266	718.32	2	Cemco			\$733.34			Sept.2010	Mizer upgrade	
Suction Compressor #1 (Exterran)								0	0	0	2	Norriseal low bleed			0			NA	NA	
Suction Compressor #2 (Exterran)								0	0	0	1	Norriseal low bleed	1	Murphymatic low bleed	0			NA	NA	
Suction Compressor #3 (Exterran)								0	0	0	1	Murphymatic low bleed	1	Mallard low bleed	0			NA	NA	
JT Compressor #1 (Exterran)								0	0	0	2	Murphymatic low bleed			0			NA	NA	
JT Compressor #2 (Exterran)								0	0	0	1	Norriseal low bleed			0			NA	NA	
5-11 D Separator	NWNW	11	10S	18E	Uintah			82	1.266	718.32	2	Cemco or Invalco			\$733.34			Pending Arrival from Supplier	Mizer upgrade	
Little Desert Compressor Station Separator		20	10S	18E	Uintah	#####	#####	82	1.266	718.32	2	Cemco or Invalco			\$733.34			Pending Arrival from Supplier	Mizer upgrade	
Scrubber #2		17	10S	18E	Uintah	#####	#####	82	1.266	718.32	2	Cemco or Invalco			\$733.34			Pending Arrival from Supplier	Mizer upgrade	
Questar Tap 539					Uintah	#####	#####	82	1.266	718.32	2	Cemco or Invalco			\$733.34			Pending Arrival from Supplier	Mizer upgrade	
Gate Canyon 41-20	NENE	20	9S	15E	Dushesne			82	1.266	718.32	2	Cemco or Invalco			\$733.34			Pending Arrival from Supplier	Mizer upgrade	
All Invalco controllers replaced with Cemco/Mizer upgrades																				
The Mizer replacement model M4010 is for the Invalco retrofit.																				
The Mizer replacement model M1110 is for the Cemco retrofit.																				
													Total Cost	\$13,271.26	\$1,100	\$14,371.26				

\*Bleed rate reduction per component is 41 scf/hr.

\*\*Annual VOC reduction per component is 0.633 TPY



Gasco Production Company Dump Valve Status

APPENDIX D

Lease	Qtr/Qtr	Sec	Twn	Rge	County	Latitude	Longitude	API	Lease #	Entity Action #	Spud Date	Date of 1st Prod	Oil Dump	Water Dump	Cost of parts	Cost of installation	Total Installed Cost	Date Modified	Equipment installed
Desert Spring Federal 21-1-10-18	NE NW	1	10	18	Uintah	39.97839	-109.84513	43-047-37631	UTU-76482	15961	02/27/07	05/22/07	Natco/ Cemco	Natco/ Cemco	\$733.34	\$220	\$953.34	10/13/2010	mizer upgrade
Desert Spring Federal 41-1-10-18	NE NE	1	10	18	Uintah	39.97950	-109.83354	43-047-39773	UTU-13820	17013	08/03/08	11/29/08	Cemco	Cemco	\$733.34	\$220	\$953.34	11/19/2009	miser upgrade
Desert Spring State 12-36-9-18	SW NW	36	9	18	Uintah	39.98887	-109.84874	43-047-36233	ML-45171	14764	06/03/05	12/19/05	Natco/ Cemco	Natco/ Cemco	\$733.34	\$220	\$953.34	9/23/2010	mizer upgrade
Desert Spring State 21-36-9-18	NE NW	36	9	18	Uintah	39.99265	-109.84374	43-047-36220	ML-45171	14763	06/05/05	09/27/05	Natco/ Cemco	Natco/ Cemco	\$733.34	\$220	\$953.34	9/23/2010	mizer upgrade
Desert Spring State 23-36-9-18	NE SW	36	9	18	Uintah	39.98596	-109.84387	43-047-36219	ML-45171	14738	05/26/05	11/11/05	Natco/ Cemco	Natco/ Cemco	\$733.34	\$220	\$953.34	7/8/2010	mizer upgrade
Desert Spring State 33-36-9-18	NW SE	36	9	18	Uintah	39.98583	-109.83913	43-047-37115	ML-45171	15011	10/20/05	01/15/06	Natco/ Cemco	Natco/ Cemco	\$733.34	\$220	\$953.34	7/8/2010	mizer upgrade
Desert Spring State 34-36-9-18	SW SE	36	9	18	Uintah	39.98247	-109.83937	43-047-36242	ML-45171	14716	05/06/05	09/03/05	Cemco	Cemco	\$733.34	\$220	\$953.34	4/9/2010	mizer upgrade
Desert Spring State 41-36-9-18	NE NE	36	9	18	Uintah	39.99266	-109.83524	43-047-35845	ML-45171	14639	03/25/05	06/07/05	Mallard	Mallard	N/A	Mallard	\$0.00	N/A	Mallard
Desert Spring State 43-36-9-18	NE SE	36	9	18	Uintah	39.98523	-109.83357	43-047-36241	ML-45171	14992	10/12/05	12/31/05	Natco/ Cemco	Natco/ Cemco	\$733.34	\$220	\$953.34	7/8/2010	mizer upgrade
Federal 7-25A	SW NE	25	9	18	Uintah	40.00224	-109.84007	43-047-30624	UTU-9803	9030	09/28/79	02/19/80	none	N/A	N/A	N/A	\$0.00	N/A	N/A
Federal 11-19-9-19	NWNW	19	9	19	Uintah	40.02185	-109.82953	43-047-39717	UTU-076033	17054	08/19/08	12/23/08	pesco/ Norriseal	pesco/Norriseal	N/A	Norriseal	\$0.00	N/A	Norriseal
Federal 11-21-9-19	NW NW	21	9	19	Uintah	40.02192	-109.79233	43-047-34608	UTU-78433	14151	05/13/04	07/24/04	Cemco	cemco	\$733.34	\$220	\$953.34	7/7/2010	mizer upgrade
Federal 11-22-9-19	NW NW	22	9	19	Uintah	40.02188	-109.77314	43-047-35404	UTU-78433	14203	06/25/05	08/26/04	Natco/ Cemco	Natco/ Cemco	\$733.34	\$220	\$953.34	7/7/2010	mizer upgrade
Federal 11-22-10-18	NW NW	22	10	18	Uintah	39.93494	-109.88663	43-047-35808	UTU-018260-A	15592	08/18/06	12/21/06	Natco/ Cemco	Natco/ Cemco	\$733.34	\$220	\$953.34	4/9/2010	mizer upgrade
Federal 12-1-10-18	SW NW	1	10	18	Uintah	39.97378	-109.84858	43-047-37646	UTU-76482	16023	03/21/07	12/13/07	Natco/ Cemco	Natco/ Cemco	\$733.34	\$220	\$953.34	10/13/2010	mizer upgrade
Federal 12-19-9-19	SW NW	19	9	19	Uintah	40.01813	-109.82951	43-047-38407	UTU-76033	16236	06/28/07	11/20/07	Cemco	Cemco	\$733.34	\$220	\$953.34	7/14/2010	mizer upgrade
Federal 12-20-9-19	SW NW	20	9	19	Uintah	40.01863	-109.81003	43-047-36093	UTU-75090	14976	10/07/05	04/25/06	Cemco	Cemco	\$733.34	\$220	\$953.34	10/13/2010	mizer upgrade
Federal 12-29-9-19	SW NW	29	9	19	Uintah	40.00327	-109.81059	43-047-35614	UTU-76262	14442	11/27/04	07/18/05	Cemco	Cemco	\$733.34	\$220	\$953.34	4/21/2010	mizer upgrade
Federal 12-30-9-19	SW NW	30	9	19	Uintah	40.00347	-109.82919	43-047-37613	UTU-37246	16052	04/18/07	09/30/07	Cemco	Cemco	\$733.34	\$220	\$953.34	7/18/2010	mizer upgrade
Federal 12-31-9-19	SW NW	31	9	19	Uintah	39.98942	-109.8299	43-047-36336	UTU-76489	15086	11/28/05	02/23/06	Natco/ Cemco	Natco/ Cemco	\$733.34	\$220	\$953.34	7/8/2010	mizer upgrade
Federal 13-18-9-19	NW SW	18	9	19	Uintah	40.02856	-109.82917	43-047-39776	UTU-16544	17149	10/17/08	02/24/10	Cemco	Cemco	\$733.34	\$220	\$953.34	7/7/2010	mizer upgrade
Federal 13-30B	SW SW	30	9	19	Uintah	39.99737	-109.82898	43-047-33581	UTU-37246	13249	07/15/00	12/24/00	Cemco	Cemco	\$733.34	\$220	\$953.34	9/23/2010	mizer upgrade
Federal 14-17-9-19	SW SW	17	9	19	Uintah	40.02537	-109.81064	43-047-37116	UTU-16544	16163	06/01/07	01/15/08	Cemco	cemco	\$733.34	\$220	\$953.34	7/7/2010	mizer upgrade
Federal 14-18-2 #1	SW SW	18	10	18	Uintah	39.93901	-109.94338	43-047-34539	UTU-74971	13491	05/15/02	08/31/02	Natco/ Cemco	Natco/ Cemco	\$733.34	\$220	\$953.34	7/10/2010	mizer upgrade
Federal 14-18-9-19	SW SW	18	9	19	Uintah	40.02535	-109.82951	43-047-37622	UTU-16544	16264	07/11/07	12/01/07	Natco/ Cemco	Natco/ Cemco	\$733.34	\$220	\$953.34	7/14/2010	mizer upgrade
Federal 14-19-9-19	SW SW	19	9	19	Uintah	40.01070	-109.82932	43-047-38336	UTU-76033	16467	10/26/07	07/24/08	Cemco	Cemco	\$733.34	\$220	\$953.34	4/14/2010	mizer upgrade
Federal 14-31-9-19	SW SW	31	9	19	Uintah	39.98164	-109.82992	43-047-36271	UTU-76489	15884	01/11/07	06/28/07	Cemco	Cemco	\$733.34	\$220	\$953.34	11/19/2009	miser upgrade
Federal 16-26A	SE SE	26	9	18	Uintah	39.99614	-109.8535	43-047-33601	UTU-19266	12928	09/25/00	11/05/01	Cemco	Cemco	\$733.34	\$220	\$953.34	10/6/2010	miser upgrade
Federal 21-19-9-19	NE NW	19	9	19	Uintah	40.02139	-109.82443	43-047-37621	UTU-76033	16253	07/12/07	10/28/07	Cemco	Cemco	\$733.34	\$220	\$953.34	7/14/2010	mizer upgrade
Federal 21-30-9-19	NE NW	30	9	19	Uintah	40.00769	-109.82468	43-047-36739	UTU-37246	15476	06/26/06	10/06/06	Cemco	Cemco	\$733.34	\$220	\$953.34	9/23/2010	mizer upgrade
Federal 21-31-9-19	NE NW	31	9	19	Uintah	39.9932	-109.8239	43-047-36368	UTU-76489	15605	08/20/06	12/01/06	Natco/ Cemco	Natco/ Cemco	\$733.34	\$220	\$953.34	4/9/2010	mizer upgrade
Federal 21-6-10-19	NE NW	6	10	19	Uintah	39.9785	-109.82511	43-047-35844	UTU-76490	14356	09/29/04	12/04/04	Cemco	Cemco	\$733.34	\$220	\$953.34	7/8/2010	mizer upgrade
Federal 22-30-10-18	SE NW	30	10	18	Uintah	39.91673	-109.93742	43-047-34924	UTU-74408	14280	08/05/04	01/27/05	Natco/ Cemco	Natco/ Cemco	\$733.34	\$220	\$953.34	5/19/2010	mizer upgrade
Federal 23-12 #1 (Pete's Wash)	NE SW	12	10	17	Uintah	39.95737	-109.95766	43-047-34286	UTU-77063	13492	04/12/02	05/22/02	Natco/ Cemco	Natco/ Cemco	\$733.34	\$220	\$953.34	7/10/2010	mizer upgrade
Federal 23-18-9-19	NE SW	18	9	19	Uintah	40.02859	-109.82549	43-047-38575	UTU-16544	16312	08/22/07	01/05/08	Natco/ Cemco	Natco/ Cemco	\$733.34	\$220	\$953.34	4/14/2010	mizer upgrade
Federal 23-19-9-19	NE SW	19	9	19	Uintah	40.01517	-109.82476	43-047-36771	UTU-76033	15355	04/28/06	09/01/06	Natco/ Cemco	Natco/ Cemco	\$733.34	\$220	\$953.34	11/13/2009	miser upgrade
Federal 23-21-9-19	NE SW	21	9	19	Uintah	40.0149	-109.78712	43-047-34199	UTU-78433	13601	08/30/02	12/23/02	Natco/Cemco	Natco/cemco	\$733.34	\$220	\$953.34	7/10/2010	mizer upgrade
Federal 23-29 #1	NE SW	29	9	19	Uintah	39.99984	-109.80576	43-047-34111	UTU-76262	13441	02/02/05	06/09/02	Invalco	Invalco	\$733.34	\$220	\$953.34	8/18/2010	mizer upgrade
Federal 23-30-9-19	NE SW	30	9	19	Uintah	40.00027	-109.82495	43-047-36095	UTU-37246	14872	07/28/05	11/21/05	Cemco	Cemco	\$733.34	\$220	\$953.34	10/6/2010	mizer upgrade
Federal 23-31-9-19	NE SW	31	9	19	Uintah	39.98522	-109.82463	43-047-36442	UTU-76489	15715	10/13/06	12/14/06	Natco/ Cemco	Natco/ Cemco	\$733.34	\$220	\$953.34	5/19/2010	mizer upgrade
Federal 24-20-9-19	SE SW	20	9	19	Uintah	40.01043	-109.80651	43-047-34168	UTU-75090	14150	04/29/04	10/24/04	Cemco	Cemco	\$733.34	\$220	\$953.34	10/13/2010	mizer upgrade
Federal 24-31-9-19	SE SW	31	9	19	Uintah	39.98325	-109.82731	43-047-35623	UTU-76489	14640	03/29/05	06/25/05	Cemco	Cemco	\$733.34	\$220	\$953.34	7/8/2010	mizer upgrade
Federal 24-7 #1	SE SW	7	10	18	Uintah	39.95283	-109.93841	43-047-33983	UTU-68387	13182	05/06/01	12/05/03	Natco/ Cemco	Natco/ Cemco	\$733.34	\$220	\$953.34	7/10/2010	mizer upgrade
Federal 31-21-9-19	NW NE	21	9	19	Uintah	40.0221	-109.7821	43-047-35606	UTU-78433	14441	11/27/04	03/07/05	Cemco	Cemco	\$733.34	\$220	\$953.34	7/17/2010	mizer upgrade
Federal 31-29 #1	NW NE	29	9	19	Uintah	40.00719	-109.80143	43-047-33653	UTU-76262	13077	01/18/01	05/17/01	Cemco	Cemco	\$733.34	\$220	\$953.34	10/13/2010	mizer upgrade
Federal 32-19X-9-19	SW NE	19	9	19	Uintah	40.01804	-109.82067	43-047-40233	UTU-76033	17014	02/18/08	08/12/08	Natco/ Cemco	Natco/ Cemco	\$733.34	\$220	\$953.34	11/13/2009	miser upgrade
Federal 32-20-9-19	SW NE	20	9	19	Uintah	40.01909	-109.80281	43-047-36094	UTU-75090	16120	05/10/07	10/25/07	Cemco	Cemco	\$733.34	\$220	\$953.34	9/28/2010	mizer upgrade
Federal 32-30-9-19	SW NE	30	9	19	Uintah	40.00364	-109.81995	43-047-37612	UTU-37246	16051	04/13/07	09/08/07	Cemco	Cemco	\$733.34	\$220	\$953.34	9/28/2010	mizer upgrade
Federal 32-31-9-19	SW NE	31	9	19	Uintah	39.98867	-109.82016	43-047-34201	UTU-76489	13641	10/20/02	12/05/03	Cemco	Cemco	\$733.34	\$220	\$953.34	5/19/2010	mizer upgrade
Federal 34-18-9-19	SW SE	18	9	19	Uintah	40.02515	-109.82002	43-047-37117	UTU-16544	16275	07/23/07	12/20/07	Natco/ Cemco	Natco/ Cemco	\$733.34	\$220	\$953.34	7/14/2010	mizer upgrade
Federal 34-19-9-19	SW SE	19	9	19	Uintah	40.01072	-109.81987	43-047-38337	UTU-76033	1									

## Gasco Production Company Dump Valve Status

## APPENDIX D

Lease	Qtr/Qtr	Sec	Twn	Rge	County	Latitude	Longitude	API	Lease #	Entity Action #	Spud Date	Date of 1st Prod	Oil Dump	Water Dump	Cost of parts	Cost of installation	Total Installed Cost	Date Modified	Equipment installed
Lamb Trust 34-22A-9-19	SW SE	22	9	19	Uintah	40.01076	-109.76152	43-047-38673	Fee	15832	12/05/06	03/24/07	Cemco	Cemco	\$733.34	\$220	\$953.34	5/19/2010	mizer upgrade
Lytham Federal 22-22-9-19	SE NW	22	9	19	Uintah	40.0187	-109.7678	43-047-34607	UTU-78433	13640	10/13/02	11/08/03	Invalco	Invalco	\$1,131.80	\$220	\$1,351.80	10/20/2010	mizer upgrade
NGC 33-18J	NW SE	18	9	19	Uintah	40.029	-109.82068	43-047-31200	UTU-16544	6155	06/16/82	02/02/83	none		\$0.00		\$0.00	N/A	N/A
RBu 10-11D	NWSE	11	10	18	Uintah	39.95618	-109.85766	43-047-31357	UTU-013429-A	7053	11/18/83	02/04/84	none		\$0.00		\$0.00	N/A	N/A
RBu 1-10D	NENE	10	10	18	Uintah	39.96342	-109.87177	43-047-34312	UTU-013429-A	16265	12/28/04	01/24/05	Mallard	Mallard	\$0.00		\$0.00	N/A	Mallard
RBu 12-12D	NWSW	12	10	18	Uintah	39.95675	-109.84719	43-047-31651	UTU-013821-A	10688	12/28/85	06/23/86	none		\$0.00		\$0.00	N/A	N/A
RBu 13-2D	SWSW	2	10	18	Uintah	39.9678	-109.86732	43-047-31280	ML-26968	16267	12/14/82	06/11/83	none		\$0.00		\$0.00	N/A	N/A
RBu 15-3D	SWSE	3	10	18	Uintah	39.96714	-109.87787	43-047-31539	UTU-013820	9965	09/14/84	11/01/84	none		\$0.00		\$0.00	N/A	N/A
RBu 16-3D	SESE	3	10	18	Uintah	39.9668	-109.87421	43-047-31352	UTU-013820	16268	09/10/83	11/29/83	none		\$0.00		\$0.00	N/A	N/A
RBu 2-10D	NWNE	10	10	18	Uintah	39.96366	-109.87695	43-047-31801	UTU-013429-A	10784	07/27/87	09/26/87	none		\$0.00		\$0.00	N/A	N/A
RBu 2-11D	NWNE	11	10	18	Uintah	39.96427	-109.85972	43-047-30826	UTU-13818-A	16270	10/05/81	01/07/82	none		\$0.00		\$0.00	N/A	N/A
RBu 3-12D	NENW	12	10	18	Uintah	39.9629	-109.84635	43-047-33739	UTU-013821-A	14492	12/10/04	01/25/05	Pesco/Mallard	Pesco/Mallard	\$0.00		\$0.00	N/A	Mallard
RBu 3-15D	NENW	15	10	18	Uintah	39.94958	-109.88222	43-047-33600	UTU-013429-A	13213	08/11/00	10/19/01	Natco/Cemco	Natco/Cemco	\$733.34	\$220	\$953.34	9/1/2010	mizer upgrade
RBu 4-11D	NWNN	11	10	18	Uintah	39.96312	-109.86612	43-047-30718	UTU-13818-A	16269	11/09/00	03/14/81	none		\$0.00		\$0.00	N/A	N/A
RBu 5-11D	SWNW	11	10	18	Uintah	39.96006	-109.8673	43-047-30409	UTU-13818-A	9005	09/18/79	01/05/80	none		\$0.00		\$0.00	N/A	N/A
RBu 6-11D	SEnw	11	10	18	Uintah	39.96182	-109.86418	43-047-31192	UTU-13818-A	16271	05/05/82	07/24/82	none		\$0.00		\$0.00	N/A	N/A
RBu 6-2D	SEnw	2	10	18	Uintah	39.97613	-109.86147	43-047-31190	ML-26968	7075	04/15/82	06/04/82	none		\$0.00		\$0.00	N/A	N/A
RBu 8-10D	SENE	10	10	18	Uintah	39.96055	-109.87002	43-047-31364	UTU-013429-A	4955	11/21/83	02/24/84	none		\$0.00		\$0.00	N/A	N/A
Sheep Wash Federal 11-25-9-18	NW NW	25	9	18	Uintah	40.00779	-109.84771	43-047-39730	UTU-87586	17266	01/15/09	12/09/09	Cemco	Cemco	\$733.34	\$220	\$953.34	4/14/2010	mizer upgrade
Sheep Wash Federal 12-25-9-18	SW NW	25	9	18	Uintah	40.00356	-109.84895	43-047-38469	UTU-009803	16449	10/25/07	03/21/08	Cemco	Cemco	\$733.34	\$220	\$953.34	4/9/2010	mizer upgrade
Sheep Wash Federal 14-25-9-18	SW SW	25	9	18	Uintah	39.96635	-109.8483	43-047-37647	UTU-009803	16121	05/03/07	09/20/07	Cemco	Cemco	\$733.34	\$220	\$953.34	9/23/2010	mizer upgrade
Sheep Wash Federal 21-25-9-18	NE NW	25	9	18	Uintah	40.0078	-109.84318	43-047-36727	UTU-009803	15475	06/25/06	10/29/06	Cemco	Cemco	\$733.34	\$220	\$953.34	9/23/2010	mizer upgrade
Sheep Wash Federal 23-25-9-18	NE SW	25	9	18	Uintah	40.00028	-109.84377	43-047-36740	UTU-009803	15213	02/22/06	06/30/06	Cemco	Cemco	\$733.34	\$220	\$953.34	9/23/2010	mizer upgrade
Sheep Wash Federal 23-26-9-18	NE SW	26	9	18	Uintah	40.00015	-109.86286	43-047-38465	UTU-19266	16558	10/26/07	06/21/08	Cemco	Cemco	\$733.34	\$220	\$953.34	9/23/2010	mizer upgrade
Sheep Wash Federal 31-25-9-18	NW NE	25	9	18	Uintah	40.00687	-109.83944	43-047-39729	UTU-87586	17241	12/03/08	12/10/09	Norriseal	Norriseal			\$0.00	12/10/2009	initial low bleed
Sheep Wash Federal 32-25-9-18	SW NE	25	9	18	Uintah	40.00431	-109.83813	43-047-38352	UTU-009803	16349	08/20/07	05/04/08	Norriseal	Norriseal			\$0.00	N/A	Norriseal
Sheep Wash Federal 34-25-9-18	SW SE	25	9	18	Uintah	39.99644	-109.83863	43-047-38353	UTU-009803	16210	06/02/07	11/01/07	Natco/Cemco	Natco/Cemco	\$733.34		\$733.34	9/23/2010	mizer upgrade
Sheep Wash Federal 34-26-9-18	SW SE	26	9	18	Uintah	39.99649	-109.85769	43-047-36113	UTU-19266	15096	12/06/05	04/13/06	Cemco	Cemco	\$733.34	\$220	\$953.34	9/23/2010	mizer upgrade
Sheep Wash Federal 41-25-9-18	NE NE	25	9	18	Uintah	40.00738	-109.83421	43-047-36772	UTU-009803	15338	04/24/06	08/16/06	Cemco	Cemco	\$733.34	\$220	\$953.34	4/14/2010	mizer upgrade
Sheep Wash Federal 41-26-9-18	NE NE	26	9	18	Uintah	40.00753	-109.85297	43-047-38351	UTU-19266	16884	05/18/08	10/30/08	Natco/Cemco	Natco/Cemco	\$733.34	\$220	\$953.34	9/22/2010	mizer upgrade
Sheep Wash Federal 43-25-9-18	NE SE	25	9	18	Uintah	40.00005	-109.83401	43-047-36600	UTU-009803	14977	10/07/05	02/04/06	Natco/Cemco	Natco/Cemco	\$733.34	\$220	\$953.34	9/23/2010	mizer upgrade
Squaw Crossing U5	NE NW	2	10	18	Uintah	39.97808	-109.86268	43-047-30129	ML-26968	16266	06/20/72	03/10/81	none		\$0.00		\$0.00	N/A	N/A
State 13-36A	SW SW	36	9	18	Uintah	39.98196	-109.84902	43-047-33598	ML-45171	11364	08/31/00	10/29/01	Pesco/Norriseal	Pesco/Norriseal			\$0.00	N/A	Norriseal
State 2-32B	NW NE	32	9	19	Uintah	39.99234	-109.80091	43-047-32221	ML-45172	11371	05/27/92	07/28/92	Cemco	Cemco	\$733.34	\$220	\$953.34	N/A	N/A
State 24-16-9-19	SE SW	16	9	19	Uintah	40.02503	-109.78764	43-047-35588	ML-48266	14418	10/26/04	03/30/05	Natco/Cemco	Natco/Cemco	\$733.34	\$220	\$953.34	10/16/2010	mizer upgrade
State 4-32B	NW NW	32	9	19	Uintah	39.99234	-109.81164	43-047-34314	ML-45172	14440	12/03/04	08/09/05	Texas tanque/Cemco	Cemco	\$733.34	\$220	\$953.34	4/14/2010	mizer upgrade
State 7-36A	SW NE	36	9	18	Uintah	39.98894	-109.83992	43-047-33741	ML-45171	14244	07/06/04	03/30/05	Natco/Cemco	Natco/Cemco	\$733.34	\$220	\$953.34	7/8/2010	mizer upgrade
State 9-36A	NE SE	36	9	18	Uintah	39.98613	-109.83514	43-047-32225	ML-45171	11364	05/11/92	08/19/92	none		\$0.00		\$0.00	N/A	N/A
State 12-32-9-19	SW NW	32	9	19	Uintah	39.98864	-109.81006	43-047-35995	ML-45172	14871	07/27/05	11/21/05	Natco/Cemco	Natco/Cemco	\$733.34	\$220	\$953.34	5/19/2010	mizer upgrade
State 21-32A-9-19	NE NW	32	9	19	Uintah	39.99101	-109.80593	43-047-39172	ML-45172	16310	08/21/07	04/02/08	Cimeron/Cemco	Cimeron/Cemco	\$733.34	\$220	\$953.34	4/17/2010	mizer upgrade
State 21-32B-9-19	NE NW	32	9	19	Uintah	39.99099	-109.80598	43-047-39170	ML-45172	16309	08/20/07	04/02/08	Natco/Cemco	Natco/Cemco	\$733.34	\$220	\$953.34	4/17/2010	mizer upgrade
State 22-32A-9-19	NE NW	32	9	19	Uintah	39.99096	-109.80602	43-047-39171	ML-45172	16308	08/19/07	04/03/08	Natco/Cemco	Natco/Cemco	\$733.34	\$220	\$953.34	4/17/2010	mizer upgrade
Uteland Federal 42-11-10-18	SE NE	11	10	18	Uintah	39.97519	-109.86758	43-047-38896	UTU-13429A	16792	03/30/08	10/09/08	Natco/Cemco	Natco/Cemco	\$733.34	\$220	\$953.34	7/18/2010	mizer upgrade
Uteland State 12-2-10-18	SW NW	2	10	18	Uintah	39.97809	-109.86291	43-047-37677	ML-26968	15806	11/23/06	04/02/07	Natco/Cemco	Natco/Cemco	\$733.34	\$220	\$953.34	9/23/2010	mizer upgrade
Uteland State 21-2-10-18	NE NW	2	10	18	Uintah	39.97698	-109.85321	43-047-37676	ML-26968	16254	07/12/07	11/22/07	Natco/Cemco	Natco/Cemco	\$733.34	\$220	\$953.34	9/23/2010	mizer upgrade
Uteland State 34-2-10-18	SW SE	2	10	18	Uintah	39.96696	-109.85743	43-047-38028	ML-13215-A	16868	05/15/08	08/31/08	Cimeron/Norriseal	Cimeron/Norriseal	\$0.00		\$0.00	N/A	Norriseal
Uteland State 41-2-10-18	NE NE	2	10	18	Uintah	39.97008	-109.85504	43-047-37132	ML-26968	15087	11/28/05	03/16/06	Natco/Cemco	Natco/Cemco	\$733.34	\$220	\$953.34	9/23/2010	mizer upgrade
Uteland State 43-2-10-18	NE SE	2	10	18	Uintah	39.8882	-110.02315	43-047-37338	ML-13215	15365	05/04/06	09/19/06	Natco/Cemco	Natco/Cemco	\$733.34	\$220	\$953.34	9/29/2010	mizer upgrade
Wilkin Ridge Federal 12-4-11-17	SW NW	4	11	17	Duchesne	39.88114	-110.02302	43-013-32674	UTU-75235	15537	07/31/06	10/28/06	Natco/Cemco	Natco/Cemco	\$733.34	\$220	\$953.34	9/1/2010	mizer upgrade
Wilkin Ridge Federal 14-4-11-17	SW SW	4	11	17	Duchesne	39.91318	-110.03143	43-013-33099	UTU-76032	15920	02/04/07	08/17/07	Natco/Cemco	Natco/Cemco	\$733.34	\$220	\$953.34	4/14/2010	mizer upgrade
Wilkin Ridge Federal 23-29-10-17	NE SW	29	10	17	Duchesne	39.9235	-110.03249	43-013-32679	UTU-65635	14033	06/17/05	10/02/05	Natco/Cemco	Natco/Cemco	\$733.34	\$220	\$953.34	5/19/2010	mizer upgrade
Wilkin Ridge Federal 24-20-10-17	SE SW	20	10	17	Duchesne	39.91979	-110.02666	43-013-33081	UTU-75083	15714	10/18/06	01/06/07	Natco/Cemco	Natco/Cemco	\$733.34	\$220	\$953.34	4/14/2010	mizer upgrade
Wilkin Ridge Federal 31-29-10-17	NW NE	29	10	17	Duchesne	39.93137	-110.0276	43-013-32773	UTU-65632	15370	05/09/06	03/06/07	Natco/Cemco	Natco/Cemco	\$733.34	\$220	\$953.34	11/17/2009	mizer upgrade
Wilkin Ridge Federal 32-20-10-17	SW NE	20	10	17	Duchesne	39.9383	-110.02703	43-013-33087	UTU-75083	15807	11/21/06	02/17/07	Natco/Cemco	Natco/Cemco	\$733.34	\$220	\$953.34	4/14/2010	mizer upgrade
Wilkin Ridge Federal 34-17-10-17	SW SE	17	10	17	Duchesne	39.90207	-110.03724	43-013-32560	UTU-75082	14726	03/07/05	09/01/05	Natco/Cemco	Natco/Cemco	\$733.34	\$220	\$953.34	5/19/2010	mizer upgrade

