IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF UTAH

Civil Action No. 2:24-cv-00723-CMR

United States of America,
and the State of Utah,

Plaintiffs,

v.

Ovintiv USA Inc.,

Defendant.

CONSENT DECREE

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WHEREAS, the United States of America, on behalf of the United States Environmental Protection Agency ("EPA"), and the State of Utah, on behalf of the Utah Department of Environmental Quality ("UDEQ"), Utah Division of Air Quality ("UDAQ") are filing a Complaint concurrently with the lodging of this Consent Decree, pursuant to Section 113(b) of the Clean Air Act ("Act"), 42 U.S.C. § 7413(b). The Complaint alleges that Defendant, Ovintiv USA Inc. ("Ovintiv"), violated requirements of the Act and the Standards of Performance for Crude Oil and Natural Gas Production, Transmission and Distribution for Which Construction, Modification, or Reconstruction Commenced After August 23, 2011 and on or before September 18, 2015, 40 C.F.R. part 60, subpart OOOO ("NSPS OOOO"); Standards of Performance for Crude Oil and Natural Gas Facilities for Which Construction, Modification, or Reconstruction Commenced After September 18, 2015, 40 C.F.R. part 60, subpart OOOOa ("NSPS OOOOa"); and provisions of approval orders ("AOs") issued by the State of Utah pursuant to an EPA-approved permitting program at Tank Systems that are part of Ovintiv's oil and natural gas production operations in the Uinta Basin in Utah. Separately, the UDAQ alleges violations of the state-enforceable air quality regulations adopted under the authority of the Utah Air Conservation Act ("UACA"), Utah Code §§ 19-2-101 through 19-2-305, entitled General Provisions for the Oil and Gas Industry in Utah Administrative Code ("UAC") R307-501-1 through R307-501-4 ("Utah General Provisions") and permit-by-rule ("Utah PBR") provisions in UAC R307-505 through R307-511 at facilities under the State of Utah's jurisdiction.

WHEREAS the Complaint alleges that, in 2018 and 2019, inspectors from the EPA and UDAQ inspected Ovintiv's well production facilities located in the Uinta Basin and, using an optical gas imaging infrared ("OGI") camera, observed that certain Storage Tanks located at seventeen well production facilities were emitting volatile organic compounds ("VOCs") to the

atmosphere at the time of the inspections.

WHEREAS the Complaint alleges that, in 2018 and 2019, inspectors from the EPA and UDAQ inspected Ovintiv's well production facilities located in the Uinta Basin and observed non-operational combustors or visible emissions from control devices located at nine well production facilities.

WHEREAS Ovintiv does not admit any liability to the United States and the State of Utah arising out of the transactions or occurrences alleged in the Complaint.

WHEREAS the United States, the State of Utah, and Ovintiv (the "Parties") recognize, and the Court by entering this Decree finds, that this Decree has been negotiated by the Parties in good faith and will avoid litigation among the Parties and that this Decree is fair, reasonable, and in the public interest.

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 II (Jurisdiction and Venue), and with the consent of the Parties, IT IS HEREBY ADJUDGED, ORDERED, AND DECREED as follows:

I. BACKGROUND

1. Storage Tanks located on well production facilities store Produced Oil (i.e., hydrocarbon liquids) and Produced Water (i.e., water that is produced with oil and gas that contains residual hydrocarbon liquid impurities) until the liquids can be transported by pipelines or tanker trucks to downstream processing operations for sale, reuse, or disposal. Produced Oil and Produced Water are separated from natural gas near the wellhead in devices known as "Separators" or "Heater-Treaters." After separation, the Produced Oil and Produced Water, also known as "Pressurized Liquids," are emptied into Storage Tanks kept at or near atmospheric

pressure. As Pressurized Liquids are transferred into Storage Tanks, the pressure of the fluids decreases and vapors, which include VOCs, are released or "flashed" into a gaseous state. Such vapors are known as "flash gas." Additional vapors are released from the Produced Oil and Produced Water due to temperature fluctuations and liquid level changes. These are known as "standing" or "breathing" losses and "working" losses.

2. Well production facilities are equipped with systems, often referred to as "VCS" or "closed vent system," to route vapors from the Produced Oil and Produced Water Storage Tanks by vent lines to emission control devices.

3. Owners or operators of a "storage vessel affected facility" subject to NSPS OOOO or NSPS OOOOa must "design and operate the closed vent system with no detectable emissions, as determined using olfactory, visual and auditory ["OVA" or "AVO"] inspections." 40 C.F.R. §§ 60.5411 and 60.5411a.

4. All "well production facilities" subject to Utah General Provisions must be "designed, operated and maintained so as to minimize emission of volatile organic compounds to the atmosphere to the extent reasonably practicable." UAC r. R307-501-4(1)(a). Additionally, under Utah Air Quality Regulations (UAC r. R307-101 through R307-842), all potential sources of air pollution must submit a notice of intent and receive an AO from the State prior to construction, modification, or relocation, unless an exemption applies. *See* UAC r. R307-401. The EPA approved the AO requirements into Utah's State Implementation Plan ("SIP") and therefore, the AOs are federally enforceable. *See* 40 C.F.R. § 52.23. Certain Tank Systems subject to this Consent Decree have AOs that require them to route all exhaust/vapors/gases/fumes from oil storage tanks and produced water storage tanks to an operating control device at all times after the startup of production.

II. JURISDICTION AND VENUE

5. This Court has jurisdiction over the subject matter of this action pursuant to 28 U.S.C. §§ 1331, 1345, and 1355, and Section 113(b) of the Act, 42 U.S.C. § 7413(b), and over the Parties. Venue is proper in this judicial district pursuant to Section 113(b) of the Act, 42 U.S.C. § 7413(b), and 28 U.S.C. §§ 1391(b) and 1395(a), because the violations alleged in the Complaint are alleged to have occurred in this judicial district, and Ovintiv conducts business in this judicial district. For purposes of this Decree, or any action to enforce this Decree, Ovintiv consents to the following: (1) the Court's jurisdiction over this Decree and any such enforcement action; (2) the Court's jurisdiction over the Defendant; and (3) venue in this judicial district.

6. For purposes of this Consent Decree, Ovintiv agrees that the Complaint states claims upon which relief may be granted pursuant to Section 113(b) of the Act, 42 U.S.C. § 7413(b).

7. The State of Utah has actual notice of the commencement of this action in accordance with the requirements of Section 113(a)(1) of the Act, 42 U.S.C. § 7413(a)(1).

III. APPLICABILITY

8. The obligations of this Consent Decree apply to and are binding upon the United States, the State of Utah, and upon Ovintiv and any successors, assigns, or other entities or persons otherwise bound by law, consistent with the Sales or Transfers of Operations provisions in Section XVII. Unless otherwise noted, the obligations of this Decree shall become enforceable on its Effective Date as provided in Section XVIII (Effective Date).

9. Ovintiv shall: (1) provide a copy of this Consent Decree to its President, Vice Presidents, General Counsel, Environmental Manager, and other managers or field supervisors

who will be responsible for implementing the terms of this Consent Decree, and shall ensure that any employees and contractors whose duties might reasonably include compliance with any provision of this Consent Decree are made aware of this Consent Decree and the specific requirements of this Consent Decree that fall within such person's duties; and (2) place an electronic version of the Consent Decree requirements on its internal website or equivalent site for the term of this Consent Decree. Ovintiv shall be responsible for ensuring that all employees and contractors involved in performing any work pursuant to this Consent Decree perform such work in compliance with the requirements of this Consent Decree.

10. In any action to enforce this Consent Decree, Ovintiv shall not raise as a defense to liability or a stipulated penalty the failure by any of its officers, directors, employees, agents, or contractors to take any actions necessary to comply with the provisions of this Decree. This Section does not preclude Ovintiv from holding any employee, agent, or contractor of any tier who is alleged to have not complied with this Consent Decree liable for their actions.

IV. DEFINITIONS

11. Terms used in this Consent Decree that are defined in the Act, 42 U.S.C. § 7401 et seq., or in the 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. "Actual Uncontrolled Annual VOC Emissions" shall mean the estimated amount of VOC emissions from a Tank System during the previous 12-month period based on actual production (e.g., production throughput) without the application of a control device.

b. "AVO" shall mean auditory, visual, olfactory.

c. "Business Day" shall mean Monday through Friday, with the exception of federal holidays. In computing any period of time under this Consent Decree expressed in Business Days, where the last day would fall on a Saturday, Sunday, or federal holiday, the period shall run until 11:59 p.m. Mountain Time of the next Business Day.

d. "Calendar Day" shall mean any of the seven days of the week. In computing any period of time under this Consent Decree expressed in Calendar Days (as opposed to Business Days), where the last Calendar Day would fall on a Saturday, Sunday, or federal holiday, the period shall not be extended to the next Business Day.

e. "Complaint" shall mean the Complaint filed by the United States and the State of Utah in this action.

f. "Compromised Equipment" shall mean equipment associated with a Vapor Control System that is beginning to show signs of wear beyond normal wear and tear (and cannot be addressed by cleaning the equipment). Examples include, but are not limited to, cracks or grooves in gaskets, abnormally or heavily corroded equipment, beveling of sealing surfaces, or other indications of insufficient connection of the thief hatch to the tank.

g. "Consent Decree" or "Decree" shall mean this Consent Decree and all appendices attached hereto listed in Section XXVI (Appendices).

h. "Date of Lodging" shall mean the date this Decree is filed for lodging with the Clerk of the Court for the United States District Court for the District of Utah.

i. "Day" or "day" shall mean a Calendar Day unless expressly stated to be a Business Day.

j. "Defendant" or "Ovintiv" shall mean Ovintiv USA Inc.

k. "DOJ" means the United States Department of Justice and any of its successor departments or agencies.

l. "Effective Date" shall have the definition provided in Section XVIII (Effective Date).

m. "Engineering Design Standards" shall mean the engineering standards developed by Ovintiv pursuant to Paragraph 18(a)(1)–(5).

n. "Engineering Evaluation" shall mean the evaluations performed by Ovintiv for compliance with Paragraph 19 of this Decree.

o. "Environmental Mitigation Project" shall mean the requirements specified in Section VI and Appendix B of this Consent Decree to remedy, reduce, or offset past excess ozone precursor emissions resulting from Ovintiv's alleged violations of the Clean Air Act in this matter. Ozone is not emitted directly from air pollution sources but rather it is a photochemical oxidant formed when certain precursor pollutants—VOCs and nitrogen oxides ("NOx")—in the ambient air react in the presence of sunlight.

p. "EPA" shall mean the United States Environmental Protection Agency and any of its successor departments or agencies.

q. "Facility" refers to the location identified on Appendix A of this Consent Decree with a unique name associated with specific Tank System(s) and well(s).

r. "Flame Arrestor" shall mean a device in a Vapor Control System which allows gas to pass through it but stops a flame from returning to an ignition source in order to prevent a larger, uncontrolled fire or explosion.

s. "Heater-Treater" shall mean a heated separator that is utilized to break oil/water emulsions and to reduce the oil viscosity, so that the oil and water can be

gravimetrically separated.

t. "IR Camera Inspection" shall mean an inspection of a Vapor Control System using an OGI camera designed for and capable of detecting hydrocarbon and VOC emissions, conducted by trained personnel who maintain proficiency through regular use of the OGI camera.

u. "Malfunction" shall mean any sudden, infrequent, and not reasonably preventable failure of air pollution control equipment, process equipment, or a process to operate in a normal or usual manner. Failures that are caused in part by poor maintenance or careless operation are not Malfunctions.

v. "Maximum Design Pressure" shall mean the highest pressure that each Vapor Control System is designed to maintain in the Tank System, as determined according to Paragraph 18 (Engineering Design Standards and Vapor Control System Capacity) such that uncontrolled emissions to the atmosphere due to over-pressurization are precluded.

w. "Modeling Guideline" shall mean the Modeling Guideline developed by or on behalf of Ovintiv pursuant to Paragraph 17 (Development of Modeling Guideline) to determine the Potential Peak Instantaneous Vapor Flow Rate and Peak Modeled Pressure for purposes of designing and adequately sizing Vapor Control Systems.

x. "Normal Operations" shall mean all periods of operation, excluding Malfunctions. For Storage Tanks at well production facilities, Normal Operations include, but are not limited to, receipt or transfer of liquids from Separator(s) or Heater-Treater(s).

y. "Operator" shall be any person who owns, leases, controls, operates, or

supervises a Facility, an emission source, or air pollution control device, as defined by Utah Administrative Code r. R307-101-2.

z. "Paragraph" or "paragraph" shall mean a portion of this Decree identified by an Arabic numeral.

aa. "Parties" shall mean the United States, the State of Utah, and Ovintiv.

bb. "Peak Modeled Pressure" shall mean the highest pressure predicted by the model to be experienced by the Vapor Control System during Normal Operations, as determined according to an Engineering Evaluation.

cc. "Potential Peak Instantaneous Vapor Flow Rate" or "PPIVFR" shall mean the maximum instantaneous rate of vapors routed to a Vapor Control System during Normal Operations, including flashing, working, breathing, and standing losses, as determined using the Vapor Control System Modeling Guideline.

dd. "Plaintiffs" shall mean the United States and the State of Utah.

ee. "Pressure Relief Device" or "PRD" shall mean thief hatches and pressure relief valves on top of Storage Tanks.

ff. "Pressurized Liquids" shall mean pressurized Produced Oil upstream of the Storage Tank(s) or pressurized Produced Water upstream of the Storage Tank(s).

gg. "Produced Oil" shall mean oil that is separated from extracted reservoir fluids during Production Operations.

hh. "Produced Water" shall mean water that is separated from extracted reservoir fluids during Production Operations.

ii. "Production Operations" shall mean the extraction, separation using Separators or Heater-Treaters, and temporary storage of reservoir fluids from an oil and

natural gas well at a Well Production Facility.

jj. "QA/QC" shall mean quality assurance and quality control.

kk. "Reliable Information" shall mean any observance or detection of VOC emissions from a Tank System, associated open-ended line (e.g., vent line, blowdown valve or line), or associated pressure relief device (e.g., thief hatches or pressure relief valves) while using an OGI camera (i.e., an IR Camera Inspection), EPA Method 21 monitoring, or AVO techniques by the EPA, UDAQ, Ovintiv employees or Ovintiv contractors trained to conduct inspections for emissions. Reliable Information may be obtained at any time on or after December 1, 2024.

(1) In addition, the following shall be considered Reliable Information:

(a) Any observance or detection of Visible Smoke Emissions from a combustion device in a Vapor Control System by the EPA, UDAQ, Ovintiv employees or Ovintiv contractors trained to conduct inspections for emissions.

(2) The following shall not be considered Reliable Information:

(a) For purposes of this Decree, evidence of surface staining alone;

(b) Emissions observations while pressure relief devices (e.g., thief hatches) and open-ended lines (e.g., blowdown valves) are open for active maintenance, well unloading, tank truck loadout without emission controls or gauging activities;

(c) Emission observations while an Ovintiv representative is performing onsite active well maintenance (e.g., swabbing, liquids unloading) at the well production facility associated with the Tank System;

(d) Emission observations during any aspect of field testing to collect information for use in the Engineering Evaluations.

(e) Observations while conducting any pressure test in compliance with Paragraph 27 (Tank Pressure Monitoring).

ll. "Root Cause Analysis" shall mean an assessment conducted through the process of investigation to determine the primary cause and contributing cause(s), if any, of Reliable Information or on-site investigations pursuant to Paragraph 27 (Tank Pressure Monitoring).

mm. "Section" shall mean a portion of this Decree identified by a Roman numeral.

nn. "Separator" shall mean a pressurized vessel designed to separate reservoir fluids into gaseous and liquid components.

oo. "Shut-In" shall mean flow of all liquids and vapor into the Tank System or piece of equipment has ceased and cannot be resumed without Ovintiv personnel opening valves, activating equipment, or supplying a power source.

pp. "State" or "Utah" shall mean the State of Utah, acting on behalf of the Utah Department of Environmental Quality and the Utah Division of Air Quality.

qq. "Storage Tank" shall mean the definition of "storage vessel" as set forth in 40 C.F.R. § 60.5430a.

rr. "Storage Tank-less Facility" means a well production facility without any Storage Tanks which routes gas to the midstream sales gas line and oil to an oil pipeline without any further storage necessary other than a Separator or Heater Treater.

ss. "Tank System" shall mean one or more Storage Tanks, with at least one Produced Oil Storage Tank, that share a common Vapor Control System and are listed in Appendix A.

tt. "TPY" shall mean tons per year.

uu. "UDAQ" shall mean the Utah Division of Air Quality and any of its successor divisions, departments, or agencies.

vv. "United States" shall mean the United States of America, acting on behalf of the EPA.

ww. "Utah Air Quality Regulations" shall mean the State's air quality regulations found in Utah Administrative Code r. R307-101 through R307-842.

xx. "Utah General Provisions" shall mean the State's air quality regulations found in Utah Administrative Code r. R307-501-1 through R307-501-4.

yy. "Utah PBR" shall mean the State's permit-by-rule regulations found in Utah Administrative Code r. R307-505 through R307-511.

zz. "Vapor Control System" or "VCS" shall mean the system used to contain, convey, or control vapors from one or more Storage Tank(s) (including flashing, working, breathing, and standing losses as well as any emissions routed to the Storage Tank Vapor Control Systems). A Vapor Control System includes a Tank System, piping to convey vapors from a Tank System to a combustion device and/or vapor recovery unit, fittings, connectors, liquid knockout vessels or vapor control piping, openings on Storage

Tanks (such as thief hatches and any other PRDs), and emission control devices.

aaa. "Visible Smoke Emissions" shall mean observations of smoke for any period or periods of duration greater than or equal to one (1) minute in any fifteen (15) minute period during Normal Operations, pursuant to EPA Method 22. Visible Smoke Emissions do not include radiant energy or water vapor.

bbb. "VOC" or "VOCs" shall mean volatile organic compounds as defined in 40 C.F.R. § 60.2.

V. COMPLIANCE REQUIREMENTS

12. Control Device Operation at Appendix A Tank Systems. Ovintiv must comply with the control requirements in 40 C.F.R. §§ 60.5395(d)(1), 60.5395a(a)(2), or 60.5395b(a)(2), as applicable, at the Tank Systems on Appendix A and may not elect to comply with 40 C.F.R. §§ 60.5395(d)(2), 60.5395a(a)(3), or 60.5395b(a)(3), as applicable. Such obligation shall continue to apply until Termination under Section XXI unless all wells for which the Tank System is servicing have been permanently plugged and abandoned consistent with Paragraph 98.

13. Design Requirements. Design requirements of Paragraphs 14 through 23 shall apply to all Appendix A Tank Systems, except for Appendix A Tank Systems Moon 1-14C4, Thiebaud 2-14C4, and Woodward 4-14C4, which are not subject to Paragraphs 14 through 23. Design requirements for the Moon 1-14C4, Thiebaud 2-14C4, and Woodward 4-14C4 Tank Systems were completed prior to the Date of Lodging.

a. Deadlines for Design Requirements. Ovintiv shall meet the following design deadlines for all requirements of Paragraphs 14-20 for each Tank System, except as specified in Paragraph 13:

Table 1. Deadline Table for Paragraphs 14-20	
Paragraph Requirement	**Deadline**
Paragraph 15 (Pressurized Liquid Sampling)	By Date of Lodging
Paragraph 14 (Installation and Operation of Automatic Shut-In); Paragraph 16 (Vapor Control System Field Survey), Paragraph 17 (Development of Modeling Guideline), Paragraph 18 (Engineering Design Standards and Vapor Control System Capacity), Paragraph 19 (Vapor Control System Engineering Evaluation and Modifications), Paragraph 20 (Tank System Production Operations Shut-In)	220 Days from Effective Date

14. Installation and Operation of Automatic Shut-In: At each Facility where associated gas is routed through a bypass vent line when it cannot be sent to the sales gas line from the Separator or Heater-Treater, Ovintiv shall install an automatic Shut-In. The automatic Shut-In must prevent all oil and gas from entering a Tank System during any event which would prevent Ovintiv from sending its associated gas to the pipeline. Ovintiv must report the automatic Shut-In installation date in the initial Semi-Annual Report. The dates and duration of each automatic Shut-In occurrence shall be reported in each Semi-Annual Report.

15. Pressurized Liquid Sampling. Ovintiv shall collect and analyze Pressurized Liquids samples in accordance with the Sampling and Analysis Plan ("SAP") approved by the

EPA, in consultation with UDAQ, on December 20, 2023. Ovintiv shall provide at least fifteen Business Days' notice to the EPA and UDAQ of when field sampling events are scheduled to occur.

a. Ovintiv shall conduct a Quality Assurance and Quality Control assessment of the sampling data in accordance with the requirements of the SAP.

b. Ovintiv shall review the analytical results to determine if the samples obtained are representative for each of the categories for the purpose of developing inputs to the Modeling Guideline to calculate PPIVFR, and, if not, Ovintiv shall obtain additional samples as set forth in the SAP.

16. Vapor Control System Field Survey. Ovintiv shall conduct a field survey of all Tank Systems. During the field survey, Ovintiv shall: (i) inventory tanks and equipment (including identification of the manufacturer designed minimum inlet pressure for each control device) associated with each Vapor Control System and identify their configuration and operational status; and (ii) conduct a one-time visual evaluation of the condition of all PRDs, thief hatches, blowdown valves, mountings, and gaskets at each Storage Tank and the condition of all control device components in the Vapor Control System, and the possibility of repairing, replacing, or upgrading such equipment to reduce the likelihood of VOC emissions. Where the manufacturer of a control device has not identified a designed minimum inlet pressure or designed minimum flowrate, Ovintiv may use the manufacturer recommended best practice minimum inlet pressure or minimum flowrate or may use the identified minimum inlet pressure or flowrate for a similarly designed control device (e.g., similar type of control device such as air assist or unassisted, similar flare tip design, and similar maximum design capacity). The

information required under (i) and (ii) of this Paragraph may be obtained during separate field visits at Ovintiv's discretion. These field surveys shall include the following actions:

a. Ovintiv shall ensure that, at the time of the field survey, every thief hatch is mounted with a suitable gasket to the tank at the tank attachment point, in accordance with good engineering practices and manufacturer specifications;

b. Confirm, using field testing, the set point of any backpressure regulating devices at the inlet of any control device, unless the Tank System is equipped with a pressure gauge that records the set point of the backpressure regulator. If the set point of any backpressure regulating device is determined to be outside of the manufacturer-specified inlet pressure range for the control device, Ovintiv shall adjust the set point to a pressure that meets the manufacturer's specified minimum inlet pressure;

c. If while surveying the PRDs, blowdown valves, mountings, gaskets, and control devices associated with Vapor Control Systems, Ovintiv observes Compromised Equipment, Reliable Information, or evidence of significant staining emanating from PRDs, Ovintiv shall repair, replace, or upgrade such equipment, as appropriate. However, nothing herein shall require Ovintiv to repair, replace, or upgrade such equipment on Shut-In Tank Systems and their associated Vapor Control System except that Ovintiv must repair, replace, or upgrade such equipment prior, as necessary, to resuming Normal Operations; and

d. Ovintiv shall maintain records of the following information and make it available upon request by EPA or UDAQ:

(1) The date each Tank System underwent the field survey;

(2) The name of the employee(s) or contractor(s) who performed the field survey;

(3) Whether Compromised Equipment, Reliable Information, or evidence of significant staining emanating from any pressure relief valve ("PRV") was observed; and

(4) What, if any, repair, replacement, upgrade, or other corrective action was performed, including a description of the existing PRVs, thief hatches, blowdown valves, mounting, gasket, or control device components, including backpressure regulating devices, and a description of how that equipment was repaired or with what it was replaced/upgraded. Descriptions of PRVs or thief hatches shall include pressure set points where such information is available, and descriptions of PRVs, thief hatches, control devices, mountings, or gaskets shall include the manufacturer and model where such information is available.

17. Development of Modeling Guideline. Ovintiv developed a written Modeling Guideline and submitted the Modeling Guideline to the EPA, in consultation with UDAQ, for review and approval. The Modeling Guideline was approved on September 5, 2024. Ovintiv may periodically update the Modeling Guideline as appropriate. Should the Modeling Guideline be updated, Ovintiv can use the version current at the time of the Vapor Control System Engineering Evaluations. Updates to the Modeling Guideline do not in and of themselves require Ovintiv to redo Engineering Evaluations. The purpose of the Modeling Guideline is to determine the Vapor Control System PPIVFR for purposes of designing and adequately sizing Vapor Control Systems and to provide procedures for achieving this objective. This Modeling Guideline will apply to all Tank Systems.

a. For all Tank Systems, Ovintiv shall determine the PPIVFR for each Tank System. The PPIVFR shall (i) reflect the maximum potential rate of vapors routed to a Vapor Control System during Normal Operations, and (ii) be expressed in standard cubic feet per day.

b. The Modeling Guideline shall address the following, where relevant:

(1) All vapor sources (e.g., atmospheric storage tanks, separator gases, transfer and loading systems, etc.) tied or to be tied into the Vapor Control System;

(2) The maximum operating pressure and minimum operating temperature from the last stage of separation prior to the Tank System;

(3) Maximum potential stock tank liquid temperature;

(4) Vapor pressure of the final weathered product transported from the Produced Oil tank(s);

(5) The recycling of liquids from the Storage Tank(s) back to the upstream process equipment;

(6) Estimation of highest potential flow rate of flash gas to the Vapor Control System utilizing: pressurized or atmospheric liquid sampling; lab analyses, including flash gas to oil ratio; process simulation; correlations; or any combination thereof;

(7) Volume and duration of individual dump events, including the nature of the flow of liquids to the Separator or Heater-Treater (i.e., steady flow, slug flow, intermittent flow (e.g., due to discrete well cycling events)); the minimum time between dump events; and the maximum number of dump events

associated with a single well cycle with slug or intermittent flow, including where relevant:

(a) The type of dump valve control (e.g., proportional, on/off) and dump valve size and trim size;

(b) Size, length and fittings of the liquid transfer line between the last stage of separation and the Storage Tank(s);

(c) Consideration of simultaneous dump events to the same Tank System (unless all potential simultaneous dump events have been precluded through installation of timers, automation, or other measures); and

(d) Consideration of the forecasted maximum design daily Produced Oil and Produced Water production rates and diurnal variations in these flows.

(8) The calculation methods or simulation tools for processing the data inputs; and

(9) The accuracy of the input data and results (e.g., uncertainty of empirical correlations, representativeness of samples, process conditions).

18. Engineering Design Standards and Vapor Control System Capacity. For all Tank Systems, Ovintiv developed Engineering Design Standards to assess the capacity of each Vapor Control System in standard cubic feet per day. Ovintiv submitted the Engineering Design Standards within its Modeling Guideline to the EPA, in consultation with UDAQ, for review and approval. The Engineering Design Standards were approved on September 5, 2024. Ovintiv will

apply Engineering Design Standards to Vapor Control Systems at individual Tank Systems as Ovintiv may determine appropriate.

a. These standards shall include, as appropriate:

(1) Vapor control equipment installed on the Tank System including equipment-specific considerations and any associated pressure losses (e.g., liquid knock-out drums, flame arrestors);

(2) Size and design of the piping system between the Storage Tank(s) and the emission control device, and the size and design of the emission control device (including consideration of equivalent pipe length and back pressure valves or other restrictions on vapor flow);

(3) Volume and duration of individual dump events; the nature of the flow of liquids to and from the Separator (i.e., steady flow, slug flow, intermittent flow (e.g., due to discrete well cycling events)); the minimum time between dump events; and the maximum number of dump events associated with a single well cycle with slug or intermittent flow;

(4) Minimum available headspace in the tank(s); and

(5) Engineering design considerations applied to account for issues associated with the Vapor Control System (e.g., fouling, potential for liquids accumulation in lines, winter operations) and variability of data.

b. Ovintiv may rely on manufacturer specifications for individual components or pieces of equipment that are part of a Vapor Control System. If manufacturer specifications are not available, Ovintiv may use an industry standard or a representative substitute.

c. Updates to the Engineering Design Standards do not in and of themselves require Ovintiv to redo Engineering Evaluations. Ovintiv shall maintain all versions of Engineering Design Standards and submit site-specific Engineering Design Standards if requested by the EPA and UDAQ.

19. Vapor Control System Engineering Evaluation and Modifications.

a. Vapor Control System Engineering Evaluation. Using the field survey activities from Paragraph 16 and the Engineering Design Standards from Paragraph 18, Ovintiv shall determine whether each Vapor Control System is adequately designed and sized to handle the PPIVFR as calculated through the application of the Modeling Guideline. An Engineering Evaluation is not required for a Vapor Control System at a Tank System that is Shut-In, which remains Shut-In, is dismantled, and for which all wells associated with the Tank System are plugged and abandoned before the termination of this Consent Decree.

b. Vapor Control System Modification. For those Vapor Control Systems that are not adequately designed and sized to handle the calculated PPIVFR or Peak Modeled Pressure based on the Engineering Evaluation, Ovintiv shall make all necessary modifications to change the PPIVFR (as recalculated using the Modeling Guideline), including reducing the rate or otherwise altering the frequency or duration of the PPIVFR to ensure that Peak Modeled Pressures do not exceed the Maximum Design Pressure of the Vapor Control System, and/or increase the capacity of the Vapor Control System consistent with the Engineering Design Standards. Ovintiv shall ensure that the modifications result in a Vapor Control System that is adequately designed and sized to

handle the PPIVFR, as determined through application of a Vapor Control System Engineering Evaluation consistent with the Engineering Design Standard.

20. Tank System Production Operations Shut-In. If Ovintiv has not completed all requirements of Paragraphs 16–19 by the deadlines set forth in Paragraph 13, Table 1, Ovintiv shall Shut-In all Production Operations associated with that Tank System by such deadline until the requirements of Paragraphs 16–19 are met. Notice of Shut-In Tank Systems shall be provided to the EPA and UDAQ in the next Semi-Annual Report that is due at least 60 Days after the date of Shut-In.

a. If Production Operations are temporarily Shut-In, Ovintiv pursuant to the requirements of this Paragraph 20, shall for the sole purpose of (i) undertaking a Vapor Control System Engineering Evaluation at a Tank System pursuant to Paragraph 18(a), or (ii) taking corrective actions pursuant to Paragraph 26 (Reliable Information, Investigation, and Corrective Action) be allowed to resume Production Operations associated with that Tank System for a period not to exceed five Calendar Days.

21. Vapor Control System Initial Verification. Except as otherwise provided in this Paragraph, Ovintiv shall complete the requirements of this Paragraph within 30 Calendar Days of the date that Ovintiv completes Paragraph 19 (Vapor Control System Engineering Evaluation and Modifications) for each Tank System on Appendix A. For Tank Systems Shut-In as of the deadline in Paragraph 13, Table 1, Ovintiv shall complete the requirements of this Paragraph by the deadline for the next Semi-Annual Report that is due at least 60 Days after first resuming Normal Operations. Ovintiv will submit written notification to the EPA and UDAQ no later than the first Semi-Annual Report advising the EPA of any Vapor Control System Shut-In by that date.

a. Conduct an IR Camera Inspection of all Tank Systems during Normal Operations, including while and immediately after Produced Oil is being sent to the Tank System from all the last points of separation equipped with a dump valve that are not Shut-In at the time of the IR Camera Inspection (or, in the event that the potential for simultaneous dump events have been precluded, from the associated last points of separation equipped with a dump valve that are not Shut-In that yield the highest, non-precluded PPIVFR) to confirm the Vapor Control System is adequately designed and sized and not emitting VOCs detected with the IR Camera Inspection. In the event that any of the last points of separation equipped with a dump valve associated with a Tank System are Shut-In at the time of this IR Camera Inspection, and the last point of separation equipped with a dump valve that is Shut-In contributes to the highest, non-precluded PPIVFR, Ovintiv shall perform additional IR Camera Inspections in accordance with this Paragraph within 30 Days of resuming Normal Operations from the last points of separation equipped with a dump valve that had been Shut-In.

b. Inspections under this Paragraph must be conducted pursuant to the IR Camera Inspection Standard Operating Procedure ("SOP") prepared by Ovintiv and approved by the EPA, in consultation with UDAQ, pursuant to Paragraph 25(c). A video record of each IR Camera Inspection done to comply with this Paragraph shall be recorded and kept on file for two years from the date of submittal of the Semi-Annual Report for the Reporting Period of the IR Camera Inspection. Upon request, the video recording shall be made available to EPA or UDAQ. Ovintiv shall comply with the requirements of Paragraph 26 (Reliable Information, Investigation, and Corrective Action) in the event Reliable Information is observed while complying with the

requirements of this Paragraph.

c. If Ovintiv conducts an operational or equipment change that results in a modification as described in Paragraph 19, Ovintiv shall repeat the Vapor Control System Initial Verification requirements of this Paragraph 21 within 30 Calendar Days of completion of the modification.

d. Certification of Completion Report for Vapor Control Systems. In either a spreadsheet or database format, complete and submit to the EPA and UDAQ the following information as a Certification of Completion Report for each Tank System, within 90 Days after the deadline set forth in Paragraph 13, Table 1, and in accordance with Paragraph 43 (Certification Statement):

(1) The result of the Vapor Control System Engineering Evaluation, including the PPIVFR, VCS capacity, Peak Modeled Pressure, and the Maximum Design Pressure;

(2) An identifier for the report associated with the Vapor Control System Engineering Evaluation consistent with the Engineering Design Standard (which could be for an individual Tank System) that was used for each Vapor Control System;

(3) Identification of any changes made to equipment or operation as a result of the Vapor Control System Engineering Evaluation;

(4) Identification of site-specific or system-wide operational parameters or practices relied upon in the Engineering Evaluation and determined by the Engineering Evaluation to be necessary for verification during Normal Operations (e.g., maximum operating pressure for final stage of separation,

minimum inlet pressure to the combustion device, minimum available headspace in tanks);

(5) The minimum Tank System thief hatch and PRV settings;

(6) Whether the modeling performed in accordance with the Modeling Guideline was transient or steady state; and

(7) The date an IR Camera Inspection was completed to comply with Paragraph 21(a) (Vapor Control System Initial Verification) and the results of such inspection, along with any corrective actions performed to address Reliable Information and the date and method of verification that the corrective action was successful. In the event that any of the last points of separation equipped with a dump valve associated with a Tank System are Shut-In at the time of the IR Camera Inspection, and the last point of separation equipped with a dump valve that is Shut-In contributes to the highest, non-precluded PPIVFR, Ovintiv shall indicate as such, and Ovintiv shall provide the information required by this sub-paragraph for the follow-up IR Camera Inspection in accordance with Paragraph 21(a).

(8) Ovintiv shall post a summary of its final Certification of Completion Reports on its public domain website within 30 Days of finalization. Certification of Completion Reports shall be maintained on Ovintiv's public domain website for one calendar year after termination of this Consent Decree.

22. Vapor Control System Modifications Post-Certification of Completion Report. If, after Ovintiv has submitted a Certification of Completion Report for a Tank System to the EPA and UDAQ in compliance with Paragraph 21(c), Ovintiv intends to make an operational or

equipment change is made such that: (1) the PPIVFR is increased beyond what was evaluated in the Engineering Evaluation; or (2) the Vapor Control System capacity decreases, Ovintiv shall repeat all applicable requirements of Paragraphs 19(a)–(b) (Vapor Control System Engineering Evaluation and Modifications) prior to any such change. Ovintiv shall submit an updated Certification of Completion Report within 30 Days of the Initial IR Camera Inspection deadline in compliance with Paragraph 21 for any Tank Systems that underwent another Engineering Evaluation in accordance with this Paragraph.

23. Vapor Control System Verification of Design Analysis. Ovintiv's Vapor Control Systems Engineering Evaluations and Modifications shall be subject to the following verification:

a. Proposed Verification of Design Analysis Work Plan. By no later than October 31, 2024, Ovintiv shall provide to the EPA and UDAQ, Ovintiv's proposed plan describing how Ovintiv shall meet the requirements of Paragraphs 23(c)–(g), below ("Proposed Verification of Design Analysis Work Plan"). The Proposed Verification of Design Analysis Work Plan shall also identify the engineer(s) who will conduct the verification (hereinafter the "Reviewer") as set forth below:

(1) Reviewer Qualifications: The Proposed Verification of Design Analysis Work Plan shall provide a curriculum vitae for each Reviewer Ovintiv selects to conduct the verification. If Ovintiv utilizes a third-party contractor to conduct the requirements of Paragraphs 16–19, Ovintiv may select an employee of Ovintiv who meets the requirements of this Paragraph to be the Reviewer. If Ovintiv did not hire a third-party contractor to conduct Paragraphs 16–19, the

Reviewer must be a third-party not employed or currently contracted by Ovintiv in the Uinta Basin.

(a) If the Reviewer is a third-party, the Reviewer has not been contracted by Ovintiv in the Uinta Basin.

(b) The EPA and UDAQ may request such other information as it deems necessary to evaluate any Reviewer's qualifications.

(c) Any Reviewer Ovintiv selects to conduct the verification duties identified in Paragraphs 23(c)(1) through 23(c)(3) shall not have conducted the Vapor Control Systems Engineering Evaluations subject to verification, or have been an employee of any company which conducted the Vapor Control Systems Engineering Evaluations subject to verification.

b. Approval of Proposed Verification of Design Analysis Work Plan. The EPA, in consultation with UDAQ, shall either approve or disapprove the Proposed Verification of Design Analysis Work Plan, including Ovintiv's selection of a Reviewer. If the EPA has not responded within 30 Days, Ovintiv's Design Analysis Work Plan and Reviewer shall be deemed approved and Ovintiv may proceed with its Proposed Verification of Design Analysis Work Plan. In the event the EPA disapproves the Proposed Verification of Design Analysis Work Plan or Reviewer, the EPA shall state the reasons for its disapproval in writing, and the process will be repeated with Ovintiv having 30 Days from the date of disapproval to propose a revised work plan or alternate Reviewer; Ovintiv may request an extension of this timeframe if needed, and granting of such extension request shall not be unreasonably withheld. In the event a work plan is not

approved by December 31, 2024, all deadlines in this Paragraph shall be extended by an equivalent period to the time beyond the deadline that it takes for Proposed Verification of Design Analysis Work Plan approval.

c. Verification. For all Tank Systems that underwent a Vapor Control System Engineering Evaluation, the Reviewer shall conduct a review (document and/or field visit, as necessary) to verify:

(1) Site-specific inputs and assumptions were correctly identified in the Vapor Control System Engineering Evaluation as informed by the Modeling Guideline and Engineering Design Standards (e.g., number of wells connected to the Tank System, well operation type, frequency and duration of dump events, minimum separator temperature and maximum separator pressure, minimum inlet pressure to the control device, maximum tank liquid level, Vapor Control System piping set-up and configuration, vapor sources, etc.);

(2) The PPIVFR, Vapor Control System capacity, and Peak Modeled Pressure were determined by methods consistent with the Modeling Guideline and Engineering Design Standards; and

(3) Each Vapor Control System is adequately designed and sized in accordance with the Vapor Control System Engineering Evaluations, by demonstrating that the PPIVFR does not exceed the Vapor Control System capacity, or that the Peak Modeled Pressure does not exceed the Maximum Design Pressure of the Vapor Control System.

d. The Reviewer shall conduct a field visit for each Tank System to verify that all modifications, as applicable, required by Paragraph 19(b) (Vapor Control System

Modification) have been fully and correctly implemented in accordance with the requirements of this Decree.

e. The verification described in Paragraph 23(c) shall be completed no later than 340 Days after the Effective Date, except for Tank Systems that are Shut-In pursuant to Paragraph 20 for which Ovintiv has not conducted all requirements of Paragraphs 16–19 by the deadlines set forth in Table 1, Paragraph 13 (Deadlines for Design Requirements), then Ovintiv must complete the verification described in Paragraph 23(c) within 30 Days of completing an IR Camera Inspection pursuant to Paragraph 21(a) (Vapor Control System Initial Verification).

f. If, during the verification described in Paragraph 23(c), the Reviewer finds any noncompliance with this Consent Decree, Ovintiv shall follow the requirements of Paragraph 41.

g. Verification of Design Analysis Report. The Reviewer shall submit a written report ("Verification of Design Analysis Report") describing work performed and conclusions reached by the Reviewer(s) pursuant to Paragraph 23(c)(1) through (3), and 23(d). The Verification of Design Analysis Report shall include (i) a certification from the Reviewer that the requirements of Paragraph 23(c)(1) through (3) were completed in accordance with the applicable provisions of this Decree; and (ii) a certification from Ovintiv or the Reviewer (as applicable) that the requirements of Paragraph 23(d) were completed in accordance with the applicable provisions of this Decree. Ovintiv shall submit the Verification of Design Analysis Report no later than 400 Days after the Effective Date.

24. Directed Inspection and Preventative Maintenance Program. Ovintiv developed and submitted for review and approval by the EPA, in consultation with UDAQ, a directed inspection and preventative maintenance ("DI/PM") program. The DI/PM program was approved on September 3, 2024. Ovintiv shall implement the approved DI/PM program at each Facility and Tank System by no later than December 1, 2024. The AVO inspections required by Paragraph 24(a)–(b) shall be conducted weekly at each Facility and Tank System. The DI/PM program includes requirements for:

a. AVO Inspections. Address system-wide inspection, response, and preventative maintenance procedures for the Vapor Control Systems, including:

(1) Weekly AVO inspection of all Vapor Control Systems and associated production equipment (i.e., Separators or Heater-Treaters) to check for VOC emissions (including while Storage Tank(s) are receiving Produced Oil from Production Operations), including checking for hissing, new stains, or other indicators of operational abnormalities. An AVO inspection performed to comply with 40 C.F.R. §§ 60.5416(c), 60.5416a(c), or 60.5416b(a), as applicable, and that meets the requirements of this Paragraph may be used to fulfill one inspection per month under this Paragraph. An IR Camera Inspection performed to comply with Paragraph 25 may be used to fulfill one AVO inspection per month under this Paragraph.

(2) Ovintiv must develop a SOP for the AVO inspection. The SOP will define "auditory," "visual," and "olfactory" components of AVO inspections to assist in training of the personnel who will conduct these inspections. This SOP should be informed by the results of the Engineering Evaluations performed by

Ovintiv. The AVO inspection shall also check the following parameters as described in the SOP, where applicable, on the following equipment:

(a) Separators and Heater-Treaters – final stage of separation maximum operating pressure and minimum temperature; set point of any device restricting final stage Separator or Heater-Treater dump flow rate, and valves in correct position;

(b) Vapor Control System – PRDs are properly sealed; thief hatches are closed, latched, and properly sealed; other valves are in the correct position (*e.g.*, blowdown valve is not open); the absence of other observed or detected emissions (using AVO observations) from tank piping (*e.g.*, load line, blowdown line, vapor line, etc.);

(c) Combustion devices – proper burner operation (e.g., no visible clogging of burner tray); no Visible Smoke Emissions; presence of pilot light; level of liquids in knockout vessel (and drain, as necessary); properly functioning inlet valves, auto-ignitor, and back pressure regulator.

b. Critical Parameters and Practices. Identify any parameters or practices relied upon in developing the PPIVFR and/or Engineering Evaluation (once completed) that are critical, variable, and verifiable during an AVO inspection and ensure that such parameters or practices (e.g., production rate, temperatures, pressures, etc.) are within allowable operational parameters as determined by the Engineering Evaluation. Ovintiv shall ensure that such parameters and practices are readily identified and available to Ovintiv field personnel while on location (via on-site labeling, Ovintiv-provided forms,

field data collection software, or other means) and verified during the weekly AVO inspection required by this Paragraph unless the parameters are otherwise being remotely monitored via Ovintiv's supervisory control and data acquisition (SCADA) system.

c. Preventative Maintenance. Establish and implement procedures for evaluation of performance of wear equipment to identify appropriate long-term maintenance, inspection, and replacement schedules. Ovintiv included initial maintenance and inspection schedules and a replacement program in its DI/PM program. Ovintiv shall take all actions necessary to fully implement a SOP for preventative maintenance activities indicating specific equipment and inspection/work to be performed which includes:

(1) On a semi-annual basis, clean and check PRV and thief hatch seals and gaskets for integrity, check that the spring in the thief hatch/PRV aligns with the parameter identified in the Engineering Evaluation (through visual observation), repair or replace any Compromised Equipment, inspect Flame Arrestor (clean or replace as appropriate) and air-intake, check burner tray (clean or replace as appropriate), verify the set point of backpressure regulator to combustion device, check proper operation of dump valve on Separator by manually actuating the dump valve and visually observing its operation (unless actuation occurs without manual activation during the inspection), and perform any other appropriate maintenance and inspection activities to the extent identified by Ovintiv in its DI/PM program.

(2) On no less than an annual basis, where Separator restriction orifices are present, check to ensure they are in good condition and replace them as necessary.

(3) On no less than a quarterly basis, clear liquids or paraffins from any lines between a VCS and control device where liquids or paraffin build-up can accumulate. Should maintenance activities or other inspection activities, including any Root Cause Analysis, indicate that liquids or paraffins are accumulating in vapor lines and causing VOC emissions, Ovintiv shall update these schedules to be more frequent to prevent, as much as practicable, liquid or paraffin accumulation in vapor lines.

d. Spare Parts Program. Maintain a spare parts program adequate to support normal operation, maintenance, and replacement requirements, establish written procedures for the acquisition of parts on an emergency basis (e.g., vendor availability on a next-day basis), and evaluate appropriate parts to be available (e.g., gaskets and seals for thief hatches kept on trucks and replacement PRVs kept at a central Ovintiv facility). Beginning within 60 Calendar Days of the Effective Date, Ovintiv shall ensure that a current employee has been designated with the responsibility to maintain an adequate spare parts inventory. The spare parts inventory may be based initially on vendor recommendations.

e. Recordkeeping. Establish and implement requirements for appropriate documentation of compliance with DI/PM practices and procedures so that the Parties can verify that the DI/PM program is being implemented. This includes creating and maintaining documentation of the date of the inspection/maintenance activity and any

corrective action work (including repair, replacement, or upgrade), except as provided for in this Paragraph 24(e). Activities identified within the DI/PM program as being performed on a regular basis that are not a direct result of finding Reliable Information or Compromised Equipment, shall not be considered "corrective action" work for purposes of this Paragraph. Any activities not defined as "corrective action" in this Paragraph will be described in the DI/PM program. Activities responsive to Reliable Information or Compromised Equipment are always considered "corrective action" work for purposes of this Paragraph, regardless of whether such activities were also described in the DI/PM program procedures. Any corrective action taken where the same preventative activity is scheduled within 30 days shall be considered to satisfy the scheduled preventative maintenance activity.

f. Training. Ensure that all persons (e.g., employees and contractors) responsible for implementation or execution of any part of the DI/PM program, except for independent contractors solely responsible for servicing equipment (e.g., combustor manufacturer personnel replacing a burner tray), have completed training on the aspects of the DI/PM program, including any SOPs, which are relevant to the person's duties. Ovintiv shall develop a training program to ensure that refresher training is performed once per calendar year and that new personnel are sufficiently trained prior to any involvement in the DI/PM program. New personnel training will include a job shadowing program, and refresher training shall include on-the-job review by supervising personnel or personnel familiar with the requirements of this Consent Decree and SOPs.

g. Shut-In Systems. Ovintiv is not required to implement the requirements of Paragraph 24(a)–(c) at a Facility where all Tank Systems are Shut-In and remain Shut-In,

so long as, prior to returning the Tank System to active use, Ovintiv performs the requirements of Paragraph 24(c) (excluding dump valve actuation) and upon returning one or more Tank System(s) to Normal Operations Ovintiv performs any missed maintenance or inspection under Paragraph 24(a)–(b) at the Tank System within five Calendar Days.

h. Directed Inspection and Preventative Maintenance Program Internal Annual Review. Commencing on the date of the first Semi-Annual Report (see Paragraph 40), for records created or dated during the first semi-annual reporting period, Ovintiv shall perform the following during each Calendar year for each Vapor Control System, and any other equipment subject to the DI/PM program:

(1) A DI/PM program-trained employee or contractor of Ovintiv, whose primary responsibilities do not include performing duties in the DI/PM program on a routine basis for the particular Tank System under evaluation, shall undertake the following for each Vapor Control System, and any other equipment subject to the DI/PM, in consultation with persons performing DI/PM program duties for that particular Tank System:

(a) Verify that maintenance and inspection schedules and the replacement program have been followed at the appropriate frequency;

(b) Review maintenance and corrective action work records required to be maintained by this Consent Decree and records necessary to implement the DI/PM program for the Tank System to confirm proper recordkeeping, timely response to all issues (e.g., emissions or other

operational issues), and determine if there are recurrent or systemic issues associated with a particular Tank System; and

(c) Make any appropriate updates to the DI/PM program, including SOPs.

(2) Upon completion of review of all Tank Systems, Ovintiv shall evaluate whether there are recurrent or systemic issues across Ovintiv's Tank Systems.

(3) Should Ovintiv determine that actions need to be taken to address operations or maintenance activities at one or more Tank Systems based on Ovintiv's review described in this Paragraph 24(h), such as making appropriate updates to the DI/PM program, including SOPs, Ovintiv shall take such actions as soon as practicable.

(4) Ovintiv shall use best efforts to complete the review required by this Paragraph 24(h) for no fewer than half of its Tank Systems during the first semi-annual period of each calendar year (i.e., Ovintiv would review its prior year records for no fewer than half of its Tank Systems between January 1 and June 30 of the subsequent year.).

(5) With the next Semi-Annual Report or the Semi-Annual Report due at least 30 Days following the completion of the review on the schedule described in Paragraph 24(h)(4), above, Ovintiv shall submit documentation of the following information: (a) the date that review of the Tank System was completed; (b) a discussion of whether Ovintiv identified any systemic issues; and

(c) the nature and timing of any modifications, corrective actions, or other actions as a result of this review.

25. Periodic IR Camera Inspections. By no later than December 1, 2024, Ovintiv shall undertake an IR Camera Inspection program of all Vapor Control Systems, in accordance with the following requirements:

a. Monthly IR Camera Inspections. IR Camera Inspections shall be performed monthly. An IR Camera Inspection performed to comply with applicable Federal or State regulations and that meets the requirements of this Paragraph 25 may be used to fulfill that month's required inspection.

b. Notice to the Ute Indian Tribe Air Quality Program. By the Date of Lodging and annually thereafter, Ovintiv shall provide the Ute Indian Tribe Air Quality Program with a list of Appendix A Tank Systems located on the Uintah and Ouray Reservation ("Reservation"). The list shall also include the week of the month that Ovintiv expects to conduct an IR Camera Inspection for each Tank System located on the Reservation (i.e., ten identified Tank Systems on week one of the month, fifteen for week two, etc.). Ovintiv shall provide the list to the Ute Indian Tribe Air Quality Program at lonnief@utetribe.com. Representatives of the Ute Indian Tribe Air Quality Program may request updated scheduling information from Ovintiv in order to observe any IR Camera Inspection of a Tank System located on the Reservation. Ovintiv will cooperate in good faith with the Tribe and will make all reasonable efforts to accommodate the Tribe's requests. The Ute Indian Tribe may change the individuals to receive notice on its behalf by providing written notice to Ovintiv of such change in accordance with Section XVI (Notices). Verification of the Ute Indian Tribe's attendance or absence at an inspection is

not required for Ovintiv to perform the inspection.

c. IR Camera Inspection SOP. Ovintiv submitted an IR Camera SOP to the EPA for its review and approval, in consultation with UDAQ. The IR Camera SOP was approved on September 3, 2024. IR Camera Inspections must be conducted pursuant to the approved SOP. During the IR Camera Inspection, Ovintiv shall also confirm, for each combustion device used in the associated Vapor Control System, that a pilot light is present. An IR Camera Inspection of a Tank System completed pursuant to Paragraph 21 (Vapor Control System Initial Verification) during a monthly inspection period shall also count as an inspection for purposes of this Paragraph.

d. IR Camera Inspection Records. Ovintiv shall maintain the original video recorded from each IR Camera Inspection with a time and date stamp reflected for two years from the date of submittal of the Semi-Annual Report for the reporting period of the IR Camera Inspection. Records of the following for each IR Camera Inspection shall be provided in a spreadsheet with each Semi-Annual Report:

(1) The date, time, Facility, Tank System, and number of Storage Tanks and control devices inspected;

(2) The date and time of any instance where Reliable Information is observed;

(3) The method and date of corrective action taken to address Reliable Information;

(4) The method and date of verification of corrective action taken to address Reliable Information. The IR Camera video record unique identifier of verification of corrective action; and

(5) The manufacturer and model, where available, of any combustion devices found with: (a) Reliable Information observed without flame presence indicating combustion; or (b) no pilot light present.

26. Reliable Information, Investigation, and Corrective Action. Requirements of this Paragraph begin by no later than December 1, 2024. Except as provided in Paragraph 26(a), below, as soon as possible but in no more than five Calendar Days after Ovintiv obtains any Reliable Information, Ovintiv shall either (i) complete all necessary corrective actions to address the Reliable Information, or (ii) temporarily Shut-In Production Operations or equipment associated with the Tank System. Reliable Information includes but is not limited to, observations or detections of Reliable Information during inspections required by Paragraph 16 (Vapor Control System Field Survey), Paragraph 21 (Vapor Control System Initial Verification), Paragraph 24 (Directed Inspection and Preventative Maintenance Program), Paragraph 25 (Periodic IR Camera Inspections), and Paragraph 27 (Tank Pressure Monitoring).

a. An observed unlatched or open thief hatch, pressure relief valve, or open-ended line must be corrected (including by manually closing such device or equipment, if appropriate) as quickly as practicable but no more than 12 hours after observation by Ovintiv or Ovintiv's receipt of notice of such observation. Within 12 hours of completing the corrective action under this subparagraph, Ovintiv shall verify that there is no Reliable Information from the closed or latched thief hatch, pressure relief device, or open-ended line by using the IR Camera or by confirming that no soap bubbles are observed according to the alternative screening procedures specified in section 8.3.3 of Method 21.

b. If Production Operations are temporarily Shut-In pursuant to the

requirements of this Paragraph, Ovintiv shall proceed as follows:

(1) If the Tank System has not yet undergone an Engineering Evaluation, Production Operations shall remain Shut-In until the Engineering Evaluation and any necessary modifications have been completed, and Ovintiv shall comply with the requirements of Paragraph 21(a) (Vapor Control System Initial Verification) at that Tank System within 30 Days of resuming any Production Operations associated with that Tank System.

(2) If the Tank System has already undergone an Engineering Evaluation, Production Operations shall remain Shut-In until completion of any necessary corrective actions, including, if appropriate, a re-evaluation of the Engineering Evaluation. If a re-evaluation of the Engineering Evaluation is appropriate and results in any modification at the Tank System, Ovintiv shall comply with the requirements of Paragraph 21(a) (Vapor Control System Initial Verification) at that Tank System within 30 Days of resuming any Production Operations associated with that Tank System.

(3) For each Tank System with associated Production Operations temporarily Shut-In pursuant to the requirements of this Paragraph, Ovintiv shall document in a spreadsheet the following:

(a) The date Reliable Information was obtained resulting in a temporary Shut-In;

(b) The Tank System identification;

(c) The date that such Production Operations were temporarily Shut-In;

(d) The date corrective actions were made, including a description of the corrective actions;

(e) The date that the IR Camera verification or Method 21 verification (for open thief hatches or open-ended lines) was conducted to ensure that the corrective actions successfully resolved the Reliable Information;

(f) The date that Production Operations were resumed; and

(g) The date following any re-evaluation of the Engineering Evaluation that an IR Camera Inspection meeting the requirements of Paragraph 21(a) (Vapor Control System Initial Verification) was completed, and a summary of the results of that inspection.

c. For each instance where Ovintiv obtains Reliable Information, and within the deadline provided in this Paragraph 26, completes all necessary corrective actions, Ovintiv shall document in a spreadsheet the following:

(1) The date Reliable Information was obtained;

(2) The identification of the Tank System; and

(3) The date corrective actions were made, including a description of the corrective actions and the date of IR Camera Inspection verification or Method 12 verification (for open thief hatches or open-ended lines) that determined the corrective actions were successful.

d. Ovintiv shall attach copies of the spreadsheets required by this Paragraph to the next Semi-Annual Report that follows at least 30 days after all corrective actions should have been completed.

e. If Ovintiv obtains three or more instances of Reliable Information (i.e., during at least three separate inspections) related to any single Tank System in a rolling six-month period, Ovintiv shall complete within 30 Days of the third such instance a Root Cause Analysis for that Tank System and identify any appropriate response actions to be taken to address any common operation, maintenance, or design cause(s) identified, along with a proposed schedule for the implementation of those response actions. Appropriate response actions may include proactive solutions to maintenance problems (e.g., if thief hatches with gaskets are observed to have an increased failure rate, then a replacement schedule may be appropriate to implement pursuant to Paragraph 24(c) (Directed Inspection and Preventative Maintenance Program-Preventative Maintenance)) or prioritizing a Tank System for an Engineering Evaluation. Additional instances of Reliable Information at a Tank System at which Ovintiv is performing a Root Cause Analysis at that time shall be added as additional information in that Root Cause Analysis but shall not trigger additional Root Cause Analyses, unless the equipment that Ovintiv is actively conducting the Root Cause Analysis is isolated, and Reliable Information is observed from separate equipment that cannot be attributed to the active Root Cause Analysis.

f. If Ovintiv's Semi-Annual Report is due within 30 Days of the completion of a Root Cause Analysis, Ovintiv shall submit the results of the Root Cause Analysis including the proposed timeline for any response actions not already completed in its subsequent Semi-Annual Report.

27. Tank Pressure Monitoring.

a. No later than 220 Days after the Effective Date, Ovintiv shall verify the

installation and calibration (in accordance with manufacturer recommendations, if available) of one or more electronic pressure monitors per Tank System as follows:

(1) 100% of all Tank Systems that had, based on twelve months of production between October 2022 to September 2023, or any Tank System that began producing after September 2023 with an Actual Uncontrolled Annual VOC Emissions of 25 TPY or more;

(2) At least 25% of all Tank Systems that had, based on twelve months of production between October 2022 to September 2023, Actual Uncontrolled Annual VOC Emissions less than 25 TPY and equal to or greater than 12 TPY; and

(3) At least 10% of all Tank Systems that had, based on twelve months of production between October 2022 to September 2023, Actual Uncontrolled Annual VOC Emissions less than 12 TPY.

b. Ovintiv shall operate and maintain the electronic pressure monitors as described below. By the Date of Lodging, Ovintiv shall provide to the EPA and UDAQ an anticipated schedule for installation, calibration, and optimization of each tank pressure monitor. Each electronic pressure monitor shall be linked to and continuously monitored (i.e., one data point at least every 15 seconds with a data transmission at least every hour) by a central monitoring station in accordance with the requirements of this Paragraph 27. Use of the pressure monitoring system must be continuous except during instances of active equipment maintenance or repair, active repair of the tank pressure monitors, calibration of tank pressure monitors, or Malfunction of the tank pressure monitors. If a tank pressure monitoring system is identified as Malfunctioning, or

experiences a loss of communications, Ovintiv shall make a first attempt at repair of the tank pressure monitoring system within 5 Calendar Days. Ovintiv shall complete the repair as soon as practicable, but no later than 10 Calendar Days after the first attempt at repair or Shut-In the Tank System. In the case of a telecommunications failure beyond Ovintiv's control, it shall not be a violation of the data transmission requirement in this Paragraph if data recorded during such failure is transmitted to a central monitoring station within a reasonable time after the recommencement of telecommunications services. Ovintiv shall record all dates, durations and causes of pressure monitor operation failures and will report this information as required by Section VIII (Periodic Reporting).

c. Electronic Pressure Monitor SOP, Calibration, and Optimization. Ovintiv developed an Electronic Pressure Monitor Calibration SOP and submitted it for review and approval to the EPA and UDAQ. The Electronic Pressure Monitor Calibration SOP was approved on September 3, 2024. After determining the low-pressure trigger point, high-pressure trigger point, and leak point pursuant to Paragraph 27(e), Ovintiv shall commence a 60-Day performance optimization period to evaluate calibration and optimize electronic tank pressure monitor performance and reliability. The initial calibration period will allow Ovintiv, and its contractors or electronic pressure monitor vendors, an opportunity to ensure that the electronic pressure monitors, to the greatest extent practicable, are producing quality data that may be used to identify the potential for over-pressurization of Tank Systems (e.g., optimization of pressure monitor location on a Tank System, determination of pressure measurements and frequency indicative of over-pressurization). Ovintiv shall re-calibrate each pressure monitor in compliance with

its Tank Pressure Monitor Calibration SOP. The requirements of this Paragraph 27(c) shall be completed no later than 220 Days after the Effective Date.

d. On-Site Investigation. Following the performance optimization period, Ovintiv shall conduct an on-site investigation if: (i) the tank pressure monitoring system records measurements that exceed the high-pressure trigger point two or more times in 48-hours or exceeds the high-pressure trigger point continuously for a duration of one minute, or (ii) if the tank pressure monitoring system records a measurement below the low-pressure trigger point continuously for one-minute after a period of 3-hours. For the purposes of this Paragraph 27, "measurement" means a single data point that exceeds the high-pressure trigger point, except that consecutive data points that exceed the high-pressure trigger point will be considered a single measurement. Additional measurements that might occur at a Tank System in which Ovintiv is currently performing an on-site investigation or before the on-site investigation must be evaluated in that analysis but will not initiate a separate on-site investigation. Measurements at a Shut-In Tank System shall not initiate a site investigation.

(1) The on-site investigation shall include a site visit to evaluate the operating parameters or practices identified by the Engineering Evaluation as critical and variable parameters (e.g., tank head space, Separator or Heater-Treater pressure, Separator or Heater-Treater temperature) for ensuring the Tank System and Vapor Control System are operating as designed (including those parameters or practices incorporated into a Certification of Completion Report for the associated Tank System). During the on-site investigation, Ovintiv shall test the electronic pressure monitor in accordance with the Electronic Pressure Monitor Calibration

SOP. The on-site investigation shall be completed within one Calendar Day following the measurement that initiates the on-site investigation.

(2) During the on-site investigation under this Paragraph, Ovintiv shall also conduct an IR Camera Inspection of the Tank System within one Calendar Day following the measurement that initiates the on-site investigation. If an IR Camera Inspection cannot be performed within one Calendar Day because conditions (e.g., weather) are not in accordance with Ovintiv's approved IR Camera Inspection SOP (Paragraph 25(c)), Ovintiv shall conduct an IR Camera Inspection as soon as conditions are consistent with the approved IR Camera Inspection SOP.

(3) In the event that a Tank System requires three on-site investigations in a consecutive 30 Day period, Ovintiv shall conduct a Root Cause Analysis, and identify appropriate response actions to be taken to address any common operation, maintenance, or design cause(s) identified, along with a proposed schedule for the implementation of those response actions. Appropriate response actions may include proactive solutions to maintenance problems (e.g., if thief hatches with gaskets greater than one year old are observed to have an increased failure rate, then a replacement schedule at or before one year after installation may be appropriate to implement pursuant to Paragraph 24 (Directed Inspection and Preventative Maintenance Program)). Additional site investigations at a Tank System at which Ovintiv is currently performing a Root Cause Analysis shall be added as additional information in that Root Cause Analysis, but shall not initiate additional Root Cause Analyses until Ovintiv has completed the ongoing Root

Cause Analysis. Upon completion of a Root Cause Analysis, Ovintiv shall re-initiate its count of inspections at zero for purposes of calculating the number of site investigations in a 30 Calendar Day period.

e. Pressure Monitor Trigger Points and Leak Point Development. Prior to the optimization period in Paragraph 27(c), Ovintiv must identify the low-pressure trigger point, high-pressure trigger point, and leak point for each Tank System with an installed electronic tank pressure monitor in accordance with the following:

(1) The low-pressure trigger point must be equal to or greater than one ounce per square inch;

(2) The high-pressure trigger point must be at least two ounces per square inch below the lowest set point of any pressure relief device in the Tank System (i.e., if a tank is equipped with a thief hatch with a set point of 16 oz/in^2 and a PRV with a set point of 14 oz/in^2, the high pressure trigger point can be no greater than 12 oz/in^2);

(3) The leak point shall be determined as the highest point at which the PRDs are not emitting, shall be no greater than the lowest set point of any Pressure Relief Device in the Tank System, and is set above the high-pressure trigger point; and

(4) After Ovintiv determines the leak point for each Tank System, Ovintiv must conduct an IR Camera Inspection during a pressure test to ensure that the Tank System pressure relief devices are not emitting at or before the designated leak point. During the pressure test, the Tank System will be manually allowed to pressurize up to at least the designated leak point.

The requirements of this Paragraph 27(e) shall be completed no later than 220 Days after the Effective Date.

f. Pressure Monitor Recordkeeping. Ovintiv shall maintain records of the following for Tank Systems requiring site investigations: (i) the date, time, location, and numerical value of all pressure readings that exceed the high-pressure trigger point or are less than the low-pressure trigger point, (ii) the date, time, and location of all static pressure readings that require a site investigation, pursuant to Paragraph 27(d), (iii) the date, time, and location of all or loss of communications periods that require a site investigation, pursuant to Paragraph 27(d), (iv) the date and results of all corresponding site investigations and any corresponding Root Cause Analyses, and (v) the estimated timeline for response actions identified by the Root Cause Analysis if not already completed.

(1) At any time, Ovintiv may submit to the EPA and UDAQ, a written request for alternative criteria (e.g., pressure measurements and number of measurements in a given time period) triggering a site investigation and/or Root Cause Analysis. The EPA, after consultation with UDAQ, may grant or deny Ovintiv's request in whole or in part.

28. Redirection of Oil. If Ovintiv redirects oil from any well that, as of the Date of Lodging, is connected to a Tank System identified on Appendix A, to another Tank System or to a Storage-Tankless Facility, Ovintiv shall:

a. If the oil is redirected from a Tank System identified on Appendix A to one or more Tank System(s) that is not identified on Appendix (hereinafter "New Tank System"), Ovintiv shall add the New Tank System(s) to Appendix A following the re-

direction of the wells to the New Tank System(s). If Ovintiv removes the original Tank System equipment that was replaced by the New Tank System(s), Ovintiv shall remove the Tank System from Appendix A after equipment removal. At least 30 Days prior to redirecting the oil to New Tank System(s), Ovintiv shall propose a schedule for compliance of the New Tank System(s) with the applicable requirements of the Consent Decree, which shall be subject to EPA's approval, in consultation with UDAQ. If the EPA has not approved or denied the proposed schedule within 21 Business Days of receipt, the proposed schedule shall be deemed approved.

b. If Ovintiv redirects the oil from all wells that as of the Date of Lodging are connected to Tank System(s) identified on Appendix A to Tank System(s) that are already identified on Appendix A, and Ovintiv removes the original Tank System equipment, Ovintiv shall remove the original Tank System from Appendix A.

c. If Ovintiv redirects oil from all wells connected a Tank System identified on Appendix A to a Storage-Tankless Facility, Ovintiv shall remove the original Tank System from Appendix A.

d. Ovintiv shall provide an updated Appendix A with the next Semi-Annual Report following the redirection of the wells to the New Tank System(s) or the removal of the original Tank System(s) (as appropriate).

e. Removal of a Tank System from Appendix A in accordance with this Paragraph shall constitute termination of the Tank System from this Decree.

29. Performance Standards.

a. Following the completion of an Engineering Evaluation and any necessary modifications, for all Tank Systems Ovintiv shall:

(1) Comply with the applicable requirements set forth at: 40 C.F.R. §§ 60.5360-60.5430, 60.5360a-60.5432a, or 60.5360b-60.5432b; UAC r. R307-401; UAC r. R307-501-4(1)(a)–(c), 4(2)(a)–(b); and UAC r. R307-506–R307-511.

VI. ENVIRONMENTAL MITIGATION PROJECT

30. On December 28, 2023, EPA and UDAQ approved the Environmental Mitigation Project ("Project") described in Appendix B that Ovintiv undertook as additional injunctive relief. Ovintiv implemented the Project in compliance with Appendix B, the approved plan and schedule for the Project, and other terms of this Consent Decree.

31. Ovintiv shall maintain and, within 30 Days of an EPA or UDAQ request, provide copies of all documents to identify and substantiate the costs expended to implement the Project described in Appendix B.

32. All plans and reports prepared by Ovintiv pursuant to the requirements of this Section VI (Environmental Mitigation Projects) were submitted to the EPA and UDAQ and shall be made available to the public from Ovintiv upon request and without charge.

33. Project Certification. As part of the approval of the Project, on December 28, 2023, Ovintiv certified, that:

a. Ovintiv is not required to perform the Project by any federal, state, or local law or regulation or by any agreement, grant, or as injunctive relief awarded in any other action in any forum;

b. The Project is not a project that Ovintiv was planning or intending to construct, perform, or implement other than in settlement of the claims resolved in this

Consent Decree; and

c. Ovintiv has not received and will not receive credit for the Project in any other enforcement action. Ovintiv shall neither generate nor use any pollutant reductions, pollutant offsets, or apply for, obtain, trade, or sell any pollutant reduction credits.

34. Ovintiv shall use its best efforts to secure as much environmental benefit as possible for the Project and costs expended, consistent with the applicable requirements and limits of this Decree.

35. In connection with any communication to the public or shareholders regarding Ovintiv's actions or expenditures relating in any way to the Project in this Decree, Ovintiv shall include prominently in the communication the information that the actions and expenditures were required as a part of this Consent Decree.

VII. CIVIL PENALTY

36. Within 30 Days after the Effective Date, Ovintiv shall pay to the United States and the State of Utah the sum of $5,500,000 as a civil penalty plus interest from the Date of Lodging, pursuant to Section 113 of the Act, 42 U.S.C. § 7413. If any portion of the civil penalty is not paid when due, Ovintiv shall pay interest on the amount past due, accruing from the Effective Date through the date of payment at the rate specified in 28 U.S.C. § 1961.

37. Payment Instructions to the United States. Ovintiv shall pay $2,750,000, together with interest, by FedWire Electronic Funds Transfer ("EFT") to the DOJ account, in accordance with instructions provided to Ovintiv by the Financial Litigation Unit ("FLU") of the U.S. Attorney's Office for the District of Utah after the Effective Date. The payment instructions provided by the FLU will include a Consolidated Debt Collection System ("CDCS") number that

Ovintiv shall use to identify all payments required to be made in accordance with this Consent Decree. The FLU will provide the payment instructions to: Sean Urvan, Associate General Counsel, Legal Services, at 4 Waterway Square Place, The Woodlands, TX 77380, email: sean.urvan@ovintiv.com, on behalf of Ovintiv. Ovintiv may change the individual to receive payment instructions on its behalf by providing written notice of such change to the DOJ and the EPA in accordance with Section XVI (Notices). At the time of payment, Ovintiv shall send a copy of the EFT authorization form, EFT transaction record, and a transmittal letter: (i) to the EPA via email at cinwd_acctsreceivable@epa.gov or via regular mail at the EPA Cincinnati Finance Office, 26 Martin Luther King Drive, Cincinnati, Ohio 45268; (ii) to the United States in accordance with Section XVI (Notices); and (iii) to the EPA in accordance with Section XVI (Notices). Such notice shall state that the payment is for the civil penalty owed pursuant to the Consent Decree in United States and the State of Utah v. Ovintiv USA Inc., and shall reference the civil action number, CDCS number, and the DOJ case number 90-5-2-1-12416.

38. Payment Instructions to the State of Utah. Ovintiv shall pay $2,750,000, together with interest, by wire transfer to the Utah Department of Environmental Quality, Utah Division of Air Quality, in accordance with instructions that will be provided to Ovintiv following the entry of this Consent Decree. The penalty due to the State of Utah shall be deposited as follows: eighty percent (80%) of the total penalty shall be deposited to the Environmental and Mitigation Response Fund (the "Fund") as authorized by Section 19-1-603(3) of the Utah Code. The funds deposited by Ovintiv to the Fund shall be earmarked for air quality-related projects authorized by Subsections 19-1-604(2)(a) through (c) of the Utah Code under the authority of Section 19-1-603(4) of the Utah Code. The funds will remain in the Fund until depleted for use on these projects and will not revert or be paid back to Ovintiv. The remaining twenty percent (20%) of

the total penalty due to the State of Utah shall be deposited into the General Fund under Section 19-2-115(9)(a) of the Utah Code.

39. Not Tax Deductible. Ovintiv shall not deduct any penalties paid under this Consent Decree pursuant to this Section or Section X (Stipulated Penalties) in calculating its federal tax.

VIII. PERIODIC REPORTING

40. After entry of this Consent Decree, Ovintiv shall submit to the United States and the State of Utah in accordance with the requirements of Section XVI (Notices), a periodic Semi-Annual Report within 30 Days after the end of each half of the calendar year that includes records for the preceding six-month period (i.e., January through June, and July through December). The first compliance reporting period will end June 30, 2025, and be inclusive of any time in 2024 after the Date of Lodging. All subsequent reporting periods will the on the six-month intervals. Each Semi-Annual Report shall contain the following information:

a. Installation and Operation of Automatic Shut-In (Paragraph 14): In the Initial Semi-Annual Report: the date and location of automatic Shut-In installation. In all subsequent Semi-Annual Reports: the date, location, and duration of any automatic Shut-In occurrences.

b. Pressurized Liquid Sampling (Paragraph 15): Status and/or completion of sampling, QA/QC assessment, and review of analytical results to the extent not previously reported.

c. Vapor Control System Field Survey (Paragraph 16): Status and/or completion of one-time inventory of tanks and equipment and evaluation of conditions of PRVs, thief hatches, mountings, gaskets, blowdown valves, or control device components

to the extent not previously reported and the included in the information listed in Paragraph 16(d)(1)–(4).

d. Development of Modeling Guideline (Paragraph 17): A copy of the Modeling Guideline if it was revised during the reporting period.

e. Engineering Design Standards and Vapor Control System Capacity (Paragraph 18): Copies of any revised Engineering Design Standards and VCS capacity calculations performed during the reporting period.

f. Vapor Control System Engineering Evaluation and Modifications (Paragraph 19): Status and/or completion of Engineering Evaluations and any modifications, and a summary of modifications to Vapor Control Systems.

g. Tank System Productions Operations Shut-In (Paragraph 20): A list of any Tank Systems with associated Production Operations temporarily Shut-In during the reporting period pending completion of the Engineering Evaluation and any modifications, the date of Shut-In for each Tank System, and, if any Tank System resumes Production Operations in accordance with Paragraph 20(a), the date(s) on which Production Operations occurred.

h. Vapor Control System Initial Verification (Paragraph 21): The information identified in Paragraphs 21(d) (Certification of Completion Report for Vapor Control System). Ovintiv shall include the date and a link to the summary of Certification of Completion Reports posted on its public domain website in the reporting period.

i. Vapor Control System Modifications Post-Certification of Completion Report (Paragraph 22): A summary of any evaluations undertaken during the reporting period of whether modifications were necessary at Vapor Control Systems for other Tank

Systems, and the timing, results, locations, and description of any modifications of other Vapor Control Systems or a timeline for the completion of such modifications.

j. Directed Inspection and Preventative Maintenance Program (Paragraph 24): Status of DI/PM program development and implementation, including a copy of Ovintiv's DI/PM program if revised during the reporting period, identification of any new or modified maintenance or inspection schedules or replacement program (see Paragraph 24) during the reporting period, a summary of any identified issues with training program, a summary of any reviews of or modifications to the spare parts program (see Paragraph 24) during the reporting period, and, beginning with the Semi-Annual Report due July 31, 2025, the information required by Paragraph 24(g).

k. Periodic IR Camera Inspections (Paragraph 25): A spreadsheet with information on IR Camera Inspection records pursuant to Paragraph 25(d).

l. Reliable Information, Investigation, and Corrective Action (Paragraph 26): Copies of the spreadsheets and information as specified and required by Paragraph 26(d).

m. Tank Pressure Monitoring (Paragraph 27): Information required in Paragraph 27(f).

n. Redirection of Oil (Paragraph 28): If, Ovintiv redirects oil from a well that is connected to a Tank System identified on Appendix A to another Tank System or Storage-Tankless Facility during the reporting period, Ovintiv shall submit an updated Appendix A in the next Semi-Annual Report as required by Paragraph 28(d).

o. A summary of any problems encountered or anticipated in complying with this Consent Decree during the reporting period, together with implemented or proposed solutions, if available.

p. A summary of any problems encountered or anticipated in complying with this Consent Decree during the reporting period, together with implemented or proposed solutions, if available.

41. In each Semi-Annual Report submitted pursuant to Paragraph 40, Ovintiv shall also include a description of any noncompliance with the requirements of this Consent Decree and an explanation of the violation's likely cause and of the remedial steps taken, or to be taken, to prevent or minimize such violation. If Ovintiv violates, or has reason to believe that it may violate, any requirement of this Consent Decree with an associated stipulated penalty, Ovintiv shall notify the United States and the State of Utah in accordance with the requirements of Section XVI (Notices) of such violation and its likely duration, in writing, within 10 Business Days of the Day that Ovintiv first becomes aware of the violation, with an explanation of the violation's likely cause and of the remedial steps taken, or to be taken, to prevent or minimize such violation. If the cause of a violation cannot be fully explained at the time the report is due, Ovintiv shall so state in the report. Ovintiv shall investigate the cause of the violation and shall then submit an amendment to the report, including a full explanation of the cause of the violation, within 30 Days of the day Ovintiv becomes aware of the cause of the violation. Nothing in this Paragraph or Paragraph 40 relieves Ovintiv of its obligation to provide the notice required by Section XI (Force Majeure). If the EPA or UDAQ become aware of any violation of any requirement of this Consent Decree, the EPA and UDAQ will use best efforts to promptly notify Ovintiv of such violation.

42. Whenever any violation of this Consent Decree or any other event affecting Ovintiv's performance under this Consent Decree may pose an immediate threat to the public health or welfare or the environment, Ovintiv shall comply with any applicable federal and state

or local laws and, in addition, shall notify the EPA and UDAQ as per Section XVI (Notices) orally or by electronic or facsimile transmission as soon as possible, but no later than 24 hours after Ovintiv first knew of the violation or event. This notice requirement is in addition to the requirement to provide notice of a violation of this Decree set forth in the preceding Paragraph.

43. Certification Statement. Each report submitted by Ovintiv under this Section, each Certification of Completion Report submitted pursuant to the requirements of Paragraph 21(d) (Vapor Control System Initial Verification), and the project completion notice required by Appendix B, shall be signed by an official of the submitting party and include the following certification:

> I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

This certification requirement does not apply to emergency notifications where compliance would be impractical.

44. The reporting requirements of this Consent Decree do not relieve Ovintiv of any reporting obligations required by the Act, or implementing regulations, or by any other federal, state, or local law, regulation, permit, or other requirement.

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

46. Semi-Annual Report Meeting. Following the submittal of the initial Semi-Annual Report, the Parties shall, at the request of any individual Party, attend a meeting to review and discuss any issues reported in a Semi-Annual Report. Upon request from the EPA and UDAQ, Ovintiv may be required to submit supplemental information for the EPA and UDAQ to determine compliance with this Consent Decree and to re-certify any Semi-Annual Report.

IX. CONSENT DECREE SUBMITTALS

47. Consent Decree Deadlines. No later than 10 Days after the Effective Date, Ovintiv shall submit to the EPA and UDAQ for review a list of deadlines included in this Consent Decree. For any deliverable required by the Consent Decree, the list shall indicate whether EPA approval, in consultation with UDAQ, is required. The list shall be substantially in the same form as Appendix C and shall be submitted in an electronic format (e.g., an unlocked spreadsheet or similar format agreed to by the Parties). In the event of a conflict between the list generated pursuant to this Paragraph and the Consent Decree, the Consent Decree shall control.

48. Approval of Deliverables. After review of any plan, report, or other item that was required to be submitted pursuant to this Consent Decree and subject to approval by the EPA, after consultation with UDAQ, will in writing: (a) approve the submission; (b) approve the submission upon specified conditions; (c) approve part of the submission and disapprove the remainder; or (d) disapprove the submission.

49. If the submission is approved pursuant to Paragraph 48, Ovintiv shall take all actions required by the plan, report, or other document, in accordance with the schedules and requirements of the plan, report, or other document, as approved. If the submission is conditionally approved or approved only in part pursuant to Paragraph 48(b) or (c), Ovintiv shall, upon written direction from the EPA and UDAQ, take all actions required by the approved plan,

report, or other item that the EPA and UDAQ determine are technically severable from any disapproved portions, subject to Ovintiv's right to dispute only the specified conditions or the disapproved portions, under Section XII (Dispute Resolution).

50. If the submission is disapproved in whole or in part pursuant to Paragraph 48(c) or (d), Defendant shall, within 45 Days or such other time as the Parties agree to in writing or is specified in this Decree, correct all deficiencies and resubmit the plan, report, or other item, or disapproved portion thereof, for approval, in accordance with the preceding Paragraphs. If the resubmission is approved in whole or in part, Ovintiv shall proceed in accordance with the preceding Paragraph.

51. If a resubmitted plan, report, or other item, or portion thereof, is disapproved in whole or in part, the EPA and UDAQ may again require Ovintiv to correct any deficiencies, in accordance with the preceding Paragraphs, subject to Ovintiv's right to invoke Dispute Resolution and the right of the EPA and UDAQ to seek stipulated penalties as provided in the following Paragraphs.

52. If Ovintiv elects to invoke Dispute Resolution as set forth in Section XII, Ovintiv shall do so by sending a Notice of Dispute in accordance with Paragraph 89 within 30 Days (or such other time as the Parties agree to in writing) after receipt of the applicable decision.

53. Any stipulated penalties applicable to the original submission, as provided in Section X (Stipulated Penalties), accrue during the 45 Day period or other specified period, but shall not be payable unless the resubmission is untimely or is disapproved in whole or in part; provided that, if the original submission was so deficient as to constitute a material breach of

Ovintiv's obligations under this Decree, the stipulated penalties applicable to the original submission shall be due and payable notwithstanding any subsequent resubmission.

X. STIPULATED PENALTIES

54. Ovintiv shall be liable for stipulated penalties to the United States and the State of Utah for violations of this Consent Decree as specified below, unless excused under Section XI (Force Majeure), or reduced or waived by the United States pursuant to Paragraph 58 of the Decree. A violation includes failing to perform any obligation required by the terms of this Decree, including any work plan approved under this Decree, according to all applicable requirements of this Decree and within the specified time schedules established by or approved under this Decree.

a. Compliance Requirements.

Consent Decree Violation	Stipulated Penalty
Failure to timely install automatic Shut-In as required by Paragraph 14 (Installation and Operation of Automatic Shut-In)	$550 per day per Tank System for the first 30 days of noncompliance; $2,750 per day per Tank System thereafter
Failure to automatically Shut-In Tank System when associated gas cannot be sent to sales gas line as required by Paragraph 14 (Installation and Operation of Automatic Shut-In)	$550 per day per Tank System for the first 30 days of noncompliance; $2,750 per day per Tank System thereafter
Failure to pull samples and conduct QA/QC analyses as required Paragraph 15 (Pressurized Liquid Sampling)	$550 per day for the first 30 days of noncompliance; $2,750 per day thereafter
Failure to conduct evaluation of the condition of all PRDs/thief hatches, mountings, and gaskets at each Storage Tank as required by Paragraph 16 (Vapor Control System Field Survey)	$550 per day per Tank System for the first 30 days of noncompliance; $2,750 per day per Tank System thereafter.
Failure to implement the requirements of	$550 per day per Vapor Control

Consent Decree Violation	Stipulated Penalty
Paragraph 18 (Engineering Design Standards and Vapor Control System Capacity)	System for the first 15 days of noncompliance; $1,100 per day per violation from the 16th to 30th days of noncompliance; and $2,200 per day per violation thereafter.
Failure to complete an Engineering Evaluation for a Tank System as required by Paragraph 19(a) (Vapor Control System Engineering Evaluation)	For each Tank System unless associated Production Operations temporarily shut-in as required by Paragraph 18: $1,100 per day per violation for the first 15 days of noncompliance; $2,750 per day per violation from the 16th to 30th days of noncompliance; and $5,500 per day per violation thereafter.
Failure to complete modifications for a Vapor Control System as required by Paragraph 19(b) (Vapor Control System Modification)	For each Vapor Control System unless associated Production Operations temporarily shut-in as required by Paragraphs 18: $1,100 per day per violation for the first 15 days of noncompliance; $3,300 per day per violation from the 16th to 30th days of noncompliance; and $9,900 per day per violation thereafter.
Failure to timely Shut-In a Tank System by the deadline in Paragraph 13, or provide Notice of Shut-In as required by Paragraph 20 (Tank System Production Operations Shut-In)	$11,000 per day per Tank System for the first 30 days of noncompliance; $25,000 per day per Tank System thereafter.
Failure to conduct an IR Camera Inspection as required by Paragraph 21(Vapor Control System Initial Verification)	$550 per day per Vapor Control System for the first 15 days of noncompliance; $1,100 per day per violation from the 16th to 30th days of noncompliance; and $2,200 per day per violation thereafter.
Failure to complete and submit a Certification of Completion Report as required by Paragraph 21(d) (Certification of Completion Report for Vapor Control Systems)	$550 per day per report for the first 15 days of noncompliance; $2,750 per day per report from the 16th to 30th days of noncompliance; and $5,500

Consent Decree Violation	Stipulated Penalty
	per day per report thereafter.
Failure to post a summary of Certification of Completion Reports on Ovintiv's public domain website as required by Paragraph 21(d)(8) (Certification of Completion Report for Vapor Control Systems)	$550 per day per report for the first 15 days of noncompliance; $2,750 per day per report from the 16th to 30th days of noncompliance; and $5,500 per day per report thereafter.
Failure to conduct a new Engineering Evaluation as required under Paragraph 22(Vapor Control System Modifications Post-Certification of Completion Report)	$1,100 per day per violation for the first 15 days of noncompliance; $2,750 per day per violation from the 16th to 30th days of noncompliance; and $5,500 per day per violation thereafter.
Failure to conduct any necessary modifications required by Paragraph 22 (Vapor Control System Modifications Post-Certification of Completion Report) after a new Engineering Evaluation is conducted.	For each Vapor Control System unless associated Production Operations temporarily Shut-In as required by Paragraph 20: $1,100 per day per violation for the first 15 days of noncompliance; $3,300 per day per violation from the 16th to 30th days of noncompliance; and $9,900 per day per violation thereafter.
Failure to timely conduct a new IR Camera Verification required by Paragraph 22 (Vapor Control System Modifications Post-Certification of Completion Report) after a new Engineering Evaluation and any necessary modifications are completed.	$550 per day per Vapor Control System for the first 15 days of noncompliance; $1,100 per day per violation from the 16th to 30th days of noncompliance; and $2,200 per day per violation thereafter.
Failure to timely submit an updated Certification of Completion Report as required by Paragraph 22 (Vapor Control System Modifications Post-Certification of Completion Report)	$550 per day per Tank System for the first 30 days of noncompliance; $2,750 per day per Tank System thereafter.
Failure to timely submit Proposed Verification of Design Analysis Work Plan as required by Paragraph 23 (Vapor Control System Verification of Design Analysis)	$550 per day per Tank System for the first 30 days of noncompliance; $2,750 per day per Tank System thereafter.
Failure to timely complete the Vapor Control	$550 per day per Tank System for the

Consent Decree Violation	Stipulated Penalty
System Verification of Design Analysis as required by Paragraph 23(c)–23(f) (Vapor Control System Verification of Design Analysis)	first 15 days of noncompliance; $1,100 per day per Tank System from the 16th to 30th day of noncompliance, and $2,200 per day per Tank System thereafter.
Failure to timely complete the Verification of Design Analysis Report as required by Paragraph 23(g) (Verification of Design Analysis Report)	$5,500 for first 30 days of noncompliance; $8,250 per day thereafter.
Failure to implement an approved DI/PM program at each Tank System, and associated Facility, as required by Paragraph 24 (Directed Inspection and Preventative Maintenance Program)	$550 per day per Facility for the first 30 days of noncompliance; $2,750 per day per Facility thereafter.
Failure to provide written notification to Ute Indian Tribe Air Quality Program of IR Camera Inspection schedule, as required by Paragraph 25(b) (Notice to the Ute Indian Tribe Air Quality Program)	$550 per violation
Failure to timely conduct Periodic IR Camera Inspections, as required by Paragraph 25(a) (Periodic IR Camera Inspections) or failure to conduct a Periodic IR Camera Inspection in accordance with the approved IR Camera SOP as required by Paragraph 25(c)	$550 per day per Vapor Control System for the first 30 days of noncompliance; $2,750 per day per Vapor Control System thereafter, up and until the next IR Camera Inspection required by Paragraph 25 has been conducted.
Failure to maintain records documenting Periodic IR Camera Inspection information in Paragraph 25(d)(1)–25(d)(5) (IR Camera Inspection Records)	$5,500 per Periodic IR Camera Inspection per Vapor Control System.
Failure to complete all necessary corrective actions or temporarily shut-in Production Operations, as required by Paragraph 26 (Reliable Information, Investigation, and Corrective Action)	$5,500 per day per Tank System for the first 15 days of noncompliance; $11,000 per day per Tank System from the 16th to 30th days of noncompliance; and $22,000 per day per Tank System thereafter.

Consent Decree Violation	Stipulated Penalty
Failure to comply with the recordkeeping and reporting requirements of Paragraphs 26(b)(3), 26(c), or 26(d) (Reliable Information and Corrective Action)	$2,750 per Tank System per failure.
Failure to complete a Root Cause Analysis in accordance with Paragraph 26(e) or failure identify or implement appropriate response actions identified during a Root Cause Analysis as required by Paragraph 26(e) (Reliable Information and Corrective Action)	$550 per day per Tank System for the first 30 days of noncompliance; and $1,100 per day per Tank System thereafter.
Failure to verify installation and calibration of tank pressure monitors, as required by Paragraphs 27(a)–27(c) (Tank Pressure Monitoring)	$550 per day per Tank System for the first 30 days of noncompliance; $2,750 per day per Tank System thereafter, up and until the verification required by Paragraph 27 has been conducted.
Failure to conduct an on-site investigation or Root Cause Analysis in accordance with the requirements of Paragraphs 27(d)(1) – 27(d)(3)(On-Site Investigation)	$2,750 per day per Tank System for the first 15 days of noncompliance; and $5,500 per day per Tank System thereafter.
Failure to develop trigger and leak points as required by Paragraphs 27(e)(1)- 27(e)(4) (Pressure Monitor Trigger Points and Leak Point Development)	$2,750 per Tank System per failure.
Failure to comply with the recordkeeping requirements of Paragraph 27(f) (Pressure Monitor Recordkeeping)	$2,750 per Tank System per failure.
Failure to timely submit a proposed schedule for Consent Decree compliance of any New Tank System as required by Paragraph 28 (Redirection of Oil)	$550 per day per Tank System for the first 30 days of noncompliance; $2,750 per day per Tank System thereafter.

b. Periodic Reports.

Consent Decree Violation	Stipulated Penalty
Failure to submit a Semi-Annual Report as required by Paragraph 40 or failure to submit any required components of the Semi-Annual Report as required in Paragraph 40.	$1,100 per day for the first 30 days of noncompliance; and $2,750 per day thereafter.

c. Sales or Transfers of Operations or Termination

Consent Decree Violation	Stipulated Penalty
Failure to comply with the sales and transfers provisions at Paragraphs 92-98, or failure to terminate specific Tank System(s) in compliance with Paragraph 103	$1,500 per day per Tank System.

55. Late Payment of Civil Penalty. If Ovintiv fails to pay the civil penalty required to be paid under Section VII (Civil Penalty) when due, Ovintiv shall pay a stipulated penalty of $2,000 per day for each day that the payment is late, split evenly between the United States and Utah.

56. 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.

57. Ovintiv shall pay stipulated penalties to the United States and Utah within 30 Days of a written demand by the United States and Utah, except as provided in Paragraph 76. The penalties shall be split evenly between the United States and Utah, except where the daily stipulated penalty exceeds $20,000 per day per violation. In this circumstance, the penalties shall

be split as follows: Utah shall receive a daily stipulated penalty of $10,000 per day per violation and the United States shall receive the remainder.

58. Either the United States or Utah may, in the unreviewable exercise of its discretion, reduce or waive stipulated penalties otherwise due it under this Consent Decree.

59. Stipulated penalties shall continue to accrue as provided in Paragraph 56, during any Dispute Resolution, but need not be paid until the following:

a. If the dispute is resolved by agreement or by a decision of the United States and Utah and is not appealed to the Court, Ovintiv shall pay accrued penalties determined to be owing, together with interest, to the United States and Utah within 30 Days of the Effective Date of the agreement or the receipt of the United States and Utah's decision or order;

b. If the dispute is appealed to the Court and the United States and Utah prevail in whole or in part, Ovintiv shall pay all accrued penalties determined by the Court to be owing, together with interest, within 60 Days of receiving the Court's decision or order, except as provided in Paragraph c, below; or

c. If any Party appeals the District Court's decision, Ovintiv shall pay all accrued penalties determined to be owing, together with interest, within 15 days of receiving the final appellate court decision.

60. Obligations Prior to the Effective Date. Upon the Effective Date, the stipulated penalty provisions of this Decree shall be retroactively enforceable with regard to any and all violations of Paragraphs 14, 24, 25, and 26, that have occurred prior to the Effective Date,

provided that stipulated penalties that may have accrued prior to the Effective Date may not be collected unless and until this Consent Decree is entered by the Court.

61. If Ovintiv fails to pay stipulated penalties according to the terms of this Consent Decree, Ovintiv shall be liable for interest on such penalties, as provided for in 28 U.S.C. § 1961, accruing as of the date payment became due. Nothing in this Paragraph shall be construed to limit the United States and Utah from seeking any remedy otherwise provided by law for Ovintiv's failure to pay any stipulated penalties.

62. Ovintiv shall pay stipulated penalties owing to the United States and Utah in the manner set forth and with the confirmation notices required by Paragraphs 37–39 (Payment Instructions) except that the transmittal letter shall state that the payment is for stipulated penalties and shall state for which violation(s) the penalties are being paid.

63. Stipulated penalties are not the United States' or the State's exclusive remedy for violations of this Consent Decree. Subject to the provisions of Section XIV (Effect of Settlement/Reservation of Rights), the United States and the State expressly reserve the right to seek any other relief deemed appropriate for Ovintiv's violation of this Decree or applicable law, including but not limited to an action against Ovintiv for statutory penalties, additional injunctive relief, mitigation or offset measures, and/or contempt. However, where a violation of relevant statutory or regulatory requirements is also a violation of this Decree, the amount of any statutory penalty assessed for a violation shall be reduced by an amount equal to the amount of any stipulated penalty assessed and paid pursuant to this Consent Decree.

XI. FORCE MAJEURE

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

65. If any event occurs or has occurred that may delay the performance of any obligation under this Consent Decree, whether or not caused by a force majeure event, Ovintiv shall provide notice by email to the EPA and UDAQ as provided in Section XVI (Notices), within 72 hours of when Ovintiv first knew that the event might cause a delay. Within 7 Days thereafter, Ovintiv shall provide in writing to the EPA and UDAQ: (i) an explanation and description of the reasons for the delay; (ii) the anticipated duration of the delay; (iii) all actions taken or to be taken to prevent or minimize the delay; (iv) a schedule for implementation of any measures to be taken to prevent or mitigate the delay or the effect of the delay; (v) Ovintiv's rationale for attributing such delay to a force majeure event if it intends to assert such a claim; and (vi) a statement as to whether, in the opinion of Defendant, such event may cause or contribute to an endangerment to public health. Ovintiv shall include with any notice all available documentation supporting the claim that the delay was attributable to a force majeure. Failure to comply with the above requirements precludes Ovintiv from asserting any claim of

force majeure regarding that event for the period of time of such failure to comply, and for any additional delay caused by such failure. Ovintiv shall be deemed to know of any circumstance of which Ovintiv, any entity controlled by Ovintiv, or Ovintiv's contractors knew or should have known.

66. If the EPA and UDAQ agree that the delay or anticipated delay is attributable to a force majeure event, the time for performance of the obligations under this Consent Decree that are affected by the force majeure event will be extended by the EPA and UDAQ, for such time as is necessary to complete those obligations. An extension of the time for performance of the obligations affected by the force majeure does not, of itself, extend the time for performance of any other obligation. The EPA and UDAQ will notify Ovintiv in writing of the length of the extension, if any, for performance of the obligations affected by the force majeure event.

67. If the EPA and UDAQ do not agree that the delay or anticipated delay has been or will be caused by a force majeure event, the EPA and UDAQ will notify Ovintiv in writing of its decision.

68. If Ovintiv elects to invoke the dispute resolution procedures set forth in Section XII (Dispute Resolution), it shall do so no later than 15 Days after receipt of the EPA and UDAQ's notice. In any such proceeding, Ovintiv bears the burden of demonstrating by a preponderance of the evidence that the delay or anticipated delay has been or will be caused by a force majeure, that the duration of the delay or the extension sought was or will be warranted under the circumstances, that best efforts were exercised to avoid and mitigate the effects of the delay, and that Ovintiv complied with the requirements of Paragraphs 64–65. If Ovintiv carries this burden, the delay at issue will be deemed not to be a violation by Ovintiv of the affected obligation of this Consent Decree identified to the EPA, UDAQ, and the Court.

XII. DISPUTE RESOLUTION

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

70. 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 Ovintiv sends the DOJ, the EPA, and Utah a written Notice of Dispute. Such Notice of Dispute shall clearly state the matter in dispute. The period of informal negotiations shall not exceed 20 Days from the date the dispute arises, unless that period is modified by written agreement. If the Parties cannot resolve a dispute by information negotiations, then the position advanced by the United States and Utah shall be considered binding unless, within 14 Days after the conclusion of the informal negotiation period, Ovintiv invokes formal dispute resolution procedures as set forth below.

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

72. The United States and Utah will send Ovintiv a Statement of Position within 45 Days of receipt of Ovintiv's Statement of Position. The United States and Utah's Statement of Position shall include, but need not be limited to, any factual data, analysis, or opinion supporting that position and any supporting documentation relied upon by the United States and

Utah. The United States and Utah's Statement of Position is binding on Ovintiv, unless Ovintiv files a motion for judicial review of the dispute in accordance with the following Paragraph.

73. Ovintiv may seek judicial review of the dispute by filing with the Court and serving on the United States and Utah a motion requesting judicial resolution of the dispute. The motion must be filed within 10 Days of receipt of the United States and Utah's Statement of Position pursuant to the preceding Paragraph. The motion shall contain a written statement of Ovintiv'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.

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

75. Standard of Review.

a. Disputes Concerning Matters Accorded Record Review. Except as otherwise provided in this Consent Decree, in any dispute brought under Paragraph 71 pertaining to the adequacy or appropriateness of plans, procedures to implement plans, schedules or any other items requiring approval by the EPA under this Consent Decree; the adequacy of the performance of work undertaken pursuant to this Consent Decree; and all other disputes that are accorded review on the administrative record under applicable principles of administrative law, Ovintiv shall have the burden of demonstrating, based on the administrative record, that the position of the United States and the State is arbitrary and capricious or otherwise not in accordance with law.

b. Other Disputes. Except as otherwise provided in this Consent Decree, in any other dispute brought under Paragraph 71, Ovintiv shall bear the burden of demonstrating that its position complies with this Consent Decree and better furthers the objectives of the Consent Decree.

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

XIII. INFORMATION COLLECTION AND RETENTION

77. The United States and Utah and its representatives, including attorneys, contractors, and consultants, shall have the right of entry to any Facility covered by this Consent Decree, at all reasonable times (subject to any applicable federal health and safety laws and regulations), upon presentation of credentials, to conduct the following:

a. Monitor the progress of activities required under this Decree;

b. Verify any data or information submitted to the United States and Utah in accordance with the terms of this Decree;

c. Obtain samples and, upon request, splits or duplicates of any samples taken by Ovintiv or its representatives, contractors, or consultants related to activities under this Decree;

d. Obtain documentary evidence, including photographs and similar data

related to activities required under this Decree; and

e. Assess Ovintiv's compliance with this Decree.

78. Upon request, Ovintiv shall provide the EPA and UDAQ or its authorized representatives, splits or duplicates of any samples taken by Ovintiv. Upon request, the EPA and UDAQ shall provide Ovintiv splits or duplicates of any samples taken by the EPA and/or UDAQ.

79. Until five years after the termination of this Consent Decree, Ovintiv shall retain, and shall instruct its contractors and agents to preserve, all non-identical copies of all documents, records, videos, photographs, or other information (including documents, records, or other information in electronic form) (hereinafter referred to as "Records") in its or its contractors' or agents' possession or control, or that come into its or its contractors' or agents' possession or control, and that relate in any manner to Ovintiv's performance of its obligations under this Decree. This information-retention requirement applies regardless of any contrary corporate or institutional policies or procedures. At any time during this information-retention period, upon request by the United States, Ovintiv shall provide copies of any Records required to be maintained under this Paragraph.

80. At the conclusion of the information-retention period provided in the preceding Paragraph, Ovintiv shall notify the United States and Utah at least 90 Days prior to the destruction of any Records subject to the requirements of the preceding Paragraph and, upon request by the United States or Utah, Ovintiv shall deliver any such Records to the EPA and UDAQ. Ovintiv may assert that certain Records are privileged under the attorney-client privilege or any other privilege recognized by federal law. If Ovintiv asserts such a privilege, it shall provide the following: (1) the title of the Record; (2) the date of the Record; (3) the name and

title of each author of the Record; (4) the name and title of each addressee and recipient; (5) a description of the subject of the Record; and (6) the privilege asserted by Ovintiv. However, no Record created or generated pursuant to the requirements of this Consent Decree shall be withheld on grounds of privilege.

81. Ovintiv 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 Ovintiv seeks to protect as CBI, Ovintiv shall follow the procedures set forth in 40 C.F.R. Part 2 and Utah Code § 63G-2-309.

XIV. EFFECT OF SETTLEMENT/RESERVATION OF RIGHTS

82. This Consent Decree resolves the civil claims of the United States and Utah against Ovintiv of the following provisions of federal and state law through the Date of Lodging at the Facilities listed on Appendix A: 40 C.F.R. Part 60, Subparts OOOO and OOOOa; AOs issued by the State of Utah pursuant to an EPA-approved permitting program, and the state-enforceable air quality regulations at Utah Administrative Code R307-501-1 through R307-501-4 (Utah General Provisions) and R307-505 through R307-511 (Utah PBR).

83. The United States and Utah reserve 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 or Utah 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 specified in Paragraph 82. The United States and Utah further reserve all legal and equitable remedies to address any imminent and substantial endangerment to the public health or welfare or the environment arising at, or posed by, Ovintiv's Tank

Systems and associated Vapor Control Systems, whether related to the violations addressed in this Decree or otherwise.

84. In any subsequent administrative or judicial proceeding initiated by the United States or Utah for injunctive relief, civil penalties, or other appropriate relief relating to the Tank Systems and associated Vapor Control Systems or Ovintiv's violations, Ovintiv shall not assert, and may not maintain, any defense or claim based upon the principles of waiver, res judicata, collateral estoppel, issue preclusion, claim preclusion, claim-splitting, or other defenses based upon any contention that the claims raised by the United States in the subsequent proceeding were or should have been brought in the instant case, except with respect to claims that have been specifically resolved pursuant to Paragraph 82.

85. This Consent Decree is not a permit, or a modification of any permit, under any federal, State, or local laws or regulations. Ovintiv is responsible for achieving and maintaining complete compliance with all applicable federal, State, and local laws, regulations, and permits; and Ovintiv's compliance with this Decree shall be no defense to any action commenced pursuant to any such laws, regulations, or permits, except as set forth herein. The United States and Utah do not, by their consent to the entry of this Decree, warrant or aver in any manner that Ovintiv's compliance with any aspect of this Decree will result in compliance with provisions of the Act, or with any other provisions of federal, State, or local laws, regulations, or permits.

86. This Consent Decree does not limit or affect the rights of Ovintiv or of the United States or Utah against any third parties, not party to this Decree, nor does it limit the rights of third parties, not party to this Decree, against Ovintiv, except as otherwise provided by law.

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

XV. COSTS

88. The Parties shall bear their own costs of this action, including attorneys' fees, except that the United States and Utah 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 due but not paid by Ovintiv. Utah reserves the right to reimburse itself for attorney's fees incurred in pursuing this action from the penalty amount due to Utah under Section 19-2-115(9)(b) of the Utah Code and as set forth in Paragraph 38.

XVI. NOTICES

89. Unless otherwise specified in this Consent Decree, whenever notifications, submissions, or communications are required by this Decree, they shall be made in writing and sent by mail or email, with a preference for email, and addressed as follows:

As to the United States by email:	eescdcopy.enrd@usdoj.gov Re: DJ # 90-5-2-1-12416
As to the United States by mail:	EES Case Management Unit Environment and Natural Resources Division U.S. Department of Justice P.O. Box 7611 Washington, D.C. 20044-7611 Re: DJ # 90-5-2-1-12416
As to the EPA by email:	R8AirReportEnforcement@epa.gov stovern.michael@epa.gov
As to the EPA by mail:	Branch Chief, Air & Toxics Enforcement Branch Enforcement and Compliance Assurance Division Environmental Protection Agency, Region 8 1595 Wynkoop Street Mail Code: 8ENF-AT Denver, CO 80202

As to Utah by mail and email:	Bryce C. Bird Director, Utah Division of Air Quality P.O. Box 144870 Salt Lake City, UT 84114-4870 bbird@utah.gov Marina V. Thomas Assistant Attorney General Utah Attorney General's Office P.O. Box 140873 Salt Lake City, UT 84114-0873 marinathomas@agutah.gov
As to Ovintiv by mail and email:	Sean Urvan Associate General Counsel, Legal Services 4 Waterway Square Place The Woodlands, TX 77380 sean.urvan@ovintiv.com Eric Waeckerlin & Courtney Shephard Brownstein Hyatt Farber Schreck, LLP 675 15th Street, Suite 2900 Denver, CO 80202 ewaeckerlin@bhfs.com; cshephard@bhfs.com

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

91. Notices submitted pursuant to this Section shall be deemed submitted upon mailing or transmission by email, unless otherwise provided in this Consent Decree or by mutual agreement of the Parties in writing. Notifications or communications mailed to Ovintiv shall be deemed to be received on the earlier of: (i) actual receipt by Ovintiv; or (ii) receipt of an electronic version sent to the addressees set forth in this Paragraph. An email is presumed to have been received on the day it is sent. With the exception of notices sent pursuant to Section XI (Force Majeure), if the date for submission of a report, study, notification, or other

communication falls on a Saturday, Sunday or federal holiday, the report, study, notification, or other communication will be deemed timely if it is submitted the next Business Day.

XVII. SALES OR TRANSFERS OF OPERATIONS

92. This Consent Decree does not prohibit the sale or transfer of Ovintiv's ownership of a working interest in any well, or any well and associated Tank System, provided that Ovintiv both (a) remains the Operator of the well and associated Tank System and (b) retains the minimum working interest necessary to remain the Operator of the well and associated Tank System.

93. If Ovintiv proposes to sell an operational interest in, or transfer operation of, any well associated with a Tank System to a third party unaffiliated with Ovintiv, Ovintiv shall, at least 30 days prior to the sale or transfer, (i) notify the United States and Utah of the proposed sale or transfer and of the specific Consent Decree provisions that Ovintiv proposes the transferee assume; (ii) certify that the transferee is contractually bound to assume the obligations and liabilities of the Consent Decree; and (iii) provide documentation from the transferee that demonstrates the transferee has both the financial and technical ability to assume the obligations and liabilities of the Consent Decree.

94. No sale or transfer of an operational interest in, or the operation of, any well associated with a Tank System shall relieve Ovintiv of its obligations to ensure that the terms of the Consent Decree are implemented unless and until the Court has approved a modification pursuant to Section XX (Modification) of this Consent Decree substituting the third party as a party to this Consent Decree with respect to the well(s) and associated Tank System(s) that are the subject of the sale or transfer. The modification shall make the third party a party to this

Consent Decree and shall establish, as between Ovintiv and the third party, their respective responsibilities for compliance with requirements of this Consent Decree that may be applicable to the transferred or purchased Tank Systems and associated well production assets.

95. No earlier than 30 Days after giving notice of a proposed sale or transfer pursuant to Paragraph 93, Ovintiv may file a motion with the Court to modify this Consent Decree in accordance with Section XX (Modification) to make the terms and conditions of this Consent Decree specifically relating to the well(s) and associated Tank System(s) sold or transferred applicable to the transferee. Ovintiv shall be released from the specific obligations and liabilities of this Consent Decree relating to the well(s) and associated Tank System(s) sold or transferred unless the United States opposes the motion and the Court finds that the transferee does not have the financial and technical ability to assume the obligations and liabilities under this Consent Decree.

96. This Consent Decree shall not be construed to impede the transfer of an operational interest in, or the Operation of, any well associated with a Tank System to a third party unaffiliated with Ovintiv so long as the requirements of this Consent Decree are met.

97. Notwithstanding anything to the contrary in this Section, Ovintiv may not assign, and may not be released from, any obligation under this Consent Decree that is not specific to the purchased or transferred Tank Systems and associated well production assets, including the obligations set forth in Sections VI (Environmental Mitigation Project) and VII (Civil Penalty). This Consent Decree shall not be construed to prohibit a contractual allocation—as between Ovintiv and a third party—of the burdens of compliance with this Consent Decree, although such allocation shall not impair Plaintiffs' rights under Section X (Stipulated Penalties).

98. Effect of Plugging and Abandonment. The permanent plugging and abandonment of a well ("P&A") shall be deemed to satisfy all requirements of this Consent Decree applicable to the well and Tank System servicing that well. If the Tank System is servicing wells that have not been plugged and abandoned, the provisions of this Paragraph do not apply. To P&A a well, Ovintiv must file with the appropriate regulatory agency (i.e., Utah Division of Oil, Gas, and Mining or the U.S. Bureau of Land Management, or both, as applicable) a Notice of Intent to Plug and Abandon a Well, which includes a downhole schematic setting forth the actions to be taken to cement off the producing formations (the "Downhole Work"). After the Downhole Work has been completed, Ovintiv will file a Plugging and Abandonment Subsequent Report ("Subsequent Report") confirming that the Downhole Work was completed. After the regulatory agency's receipt of the Subsequent Report, the well will be deemed to have been permanently plugged and abandoned. Ovintiv shall maintain copies of all documentation required by this Paragraph for inspection and review by the EPA and UDAQ. In each Semi-Annual Report, Ovintiv shall update Appendix A to reflect any associated Tank Systems for which all wells have been permanently plugged and abandoned. Nothing herein shall preclude Ovintiv from reusing any equipment from a plugged and abandoned well.

XVIII. EFFECTIVE DATE

99. The Effective Date of this Consent Decree is the date upon which this Consent Decree is entered by the Court or a motion to enter the Consent Decree is granted, whichever occurs first, as recorded on the Court's docket; provided, however, that Ovintiv hereby agrees that it shall be bound to perform any specific duties scheduled to occur prior to the Effective Date. In the event the United States and Utah withdraws or withholds consent to this Decree

before entry, or the Court declines to enter the Decree, then the preceding requirement to perform duties scheduled to occur before the Effective Date terminates.

XIX. RETENTION OF JURISDICTION

100. The Court retains jurisdiction over this case until termination of this Consent Decree pursuant to Section XXI (Termination) for the purpose of resolving disputes arising under this Decree or entering orders modifying this Decree, pursuant to Sections XII (Dispute Resolution) and XX (Modification), or effectuating or enforcing compliance with the terms of this Decree.

XX. MODIFICATION

101. The terms of this Consent Decree, including any attached appendices, may be modified only by a subsequent written agreement signed by all the Parties. Where the modification constitutes a material change to this Decree, it is effective only upon approval by the Court.

102. Any disputes concerning modification of this Consent Decree shall be resolved pursuant to Section XII (Dispute Resolution), provided, however, that, instead of the burden of proof provided by Paragraph 68, the Party seeking the modification bears the burden of demonstrating that it is entitled to the requested modification in accordance with Federal Rule of Civil Procedure 60(b).

XXI. TERMINATION

103. Termination as to Specific Tank System(s). Ovintiv may seek consent to terminate the requirements of this Consent Decree with respect to Tank System(s) which are to be transferred entirely from Ovintiv's operational control and with respect to Tank Systems (and

associated wells and well production assets so long as those associated wells and well production assets are not also associated with a Tank System that will remain subject to the requirements of the Consent Decree) that have completed all requirements of Paragraphs 14-21 (including evaluation of PRDs/thief hatches, Engineering Evaluation, and any necessary modifications, and initial verification of the Vapor Control System) (herein "Request for Termination of a Tank System").

a. Such Requests for Termination of a Tank System shall be provided to the United States and Utah in writing and contain the date a Certification of Completion Report was submitted for the Tank System(s); or if such report has not been submitted, Ovintiv shall submit a Certification of Completion Report for the Tank System(s) in accordance with the requirements in Paragraph 21 (Vapor Control System Initial Verification).

b. Until such time as the United States and the State of Utah consents to Ovintiv's Request for Termination of a Tank System, Ovintiv's obligations under this Consent Decree shall remain in effect as to such Tank System(s). Such consent shall not be unreasonably withheld or delayed.

c. Ovintiv shall not submit more than three individual Requests for Termination of a Tank System to the United States and Utah. Under no circumstances may Ovintiv seek termination pursuant to this Paragraph involving more than fifteen percent of Tank Systems subject to this Consent Decree on Appendix A as of the Effective Date.

d. This Section, including the calculation of the fifteen percent Tank Systems listed as of the Effective Date, shall operate independently from the provisions in Section

XVII (Sales or Transfers of Operations).

104. After Ovintiv has completed the requirements of this Paragraph, Ovintiv may send to the United States a Request for Termination of this Consent Decree, which shall be certified in accordance with Paragraph 43 (Certification Statement), stating that Ovintiv has satisfied those requirements, together with all necessary supporting documentation:

a. Completed the applicable requirements of Paragraphs 12-23;

b. Completed Section VI (Environmental Mitigation Project);

c. Substantially complied with Paragraph 22 (Vapor Control System Modifications Post-Certification of Completion Report); Paragraph 24 (Directed Inspection and Preventative Maintenance Program); Paragraph 25 (Periodic IR Camera Inspections), Paragraph 26 (Reliable Information, Investigation, and Corrective Action); and Paragraph 27 (Tank Pressure Monitoring) for at least two years after completion of the Vapor Control System Verification of Design Analysis in Paragraph 23. This Paragraph shall not apply to Tank Systems subject to this Consent Decree for which all wells associated with the Tank System are permanently plugged and abandoned in accordance with Paragraph 98 at the time of the Request for Termination of this Consent Decree; and

d. Has paid the civil penalty and any accrued stipulated penalties not waived or reduced by the United States or Utah pursuant to Paragraph 58.

105. Following receipt by the United States of Ovintiv's Request for Termination of this Consent Decree, the Parties shall confer informally concerning the request and any disagreement that the Parties may have as to whether Ovintiv has satisfactorily complied with the requirements for termination of this Consent Decree, including documentation of compliance

with and completion of each requirement. If the United States, after consultation with Utah, agrees that the Decree may be terminated, and the Parties shall submit, for the Court's approval, a joint stipulation terminating the Decree or request to terminate as to specific Tank Systems.

106. If the United States, after consultation with Utah, does not agree that the Consent Decree may be terminated or does not agree that the applicability of the Consent Decree to a particular Tank System, pursuant to Paragraph 103, may be terminated, Ovintiv may invoke Dispute Resolution under Section XII (Dispute Resolution). However, Ovintiv shall not seek Dispute Resolution of any dispute regarding termination until 45 Days after service of its Request for Termination or its Request for Termination of a Tank System for the particular Tank System(s) in dispute.

XXII. PUBLIC PARTICIPATION

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

XXIII. SIGNATORIES/SERVICE

108. Each undersigned representative of Ovintiv, Utah, and the Assistant Attorney General for the Environment and Natural Resources Division of the Department of Justice

certifies 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.

109. This Consent Decree may be signed in counterparts, and its validity may not be challenged on that basis. Ovintiv agrees to accept service of process by mail with respect to all matters arising under or related 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. Ovintiv need not file an answer to the Complaint in this action unless or until the Court expressly declines to enter this Decree.

XXIV. INTEGRATION/HEADINGS

110. This Consent Decree and its Appendices constitutes the final, complete, and exclusive agreement and understanding among the Parties with respect to the settlement embodied in the Decree and supersedes all prior agreements and understandings, whether oral or written, concerning the settlement embodied herein. Other than deliverables that are subsequently submitted and approved pursuant to this Decree, the Parties acknowledge that there are no representations, agreements, or understandings relating to the settlement other than those expressly contained in this Consent Decree.

XXV. FINAL JUDGMENT

111. Upon approval and entry of this Consent Decree by the Court, this Consent Decree constitutes a final judgment of the Court as to the United States, Utah, and Ovintiv.

112. For purposes of the identification requirement of Section 162(f)(2)(A)(ii) of the Internal Revenue Code, 26 U.S.C. § 162(f)(2)(A)(ii), performance of Section III (Applicability),

Paragraph 8; Section V (Compliance Requirements), Paragraphs 12-29; Section VI (Environmental Mitigation Project), Paragraphs 30–35, and Appendix B; Section VIII (Periodic Reporting), Paragraphs 40, 41, and 43, and Section XIII (Information Collection and Retention), Paragraphs 77–79, is restitution or required to come into compliance with law.

XXVI. APPENDICES

113. The following Appendices are attached to and part of this Consent Decree:

"Appendix A" is the List of Facilities Subject to the Consent Decree;

"Appendix B" is the Mitigation Project as described in Section VI; and

"Appendix C" is a template table for deadlines of compliance requirements

Dated and entered this ____ day of _____, 2024

_____
UNITED STATES DISTRICT JUDGE

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of the *United States of America and the State of Utah v. Ovintiv USA Inc.*, subject to public notice and comment.

FOR THE UNITED STATES OF AMERICA:

TODD KIM
Assistant Attorney General
Environment and Natural Resources Division
U.S. Department of Justice

JAMES D. FREEMAN
Senior Attorney
Environmental Enforcement Section
U.S. Department of Justice
999 18th Street,
Suite 370, South Terrace
Denver, CO 80202
Email: james.freeman2@usdoj.gov

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of the *United States of America and the State of Utah v. Ovintiv USA Inc.*, subject to public notice and comment.

FOR THE U.S. ENVIRONMENTAL PROTECTION AGENCY, REGION 8:

Becker, Kathleen
Digitally signed by Becker, Kathleen
Date: 2024.09.23 17:10:57 -06'00'

KATHLEEN BECKER
Regional Administrator
U.S. Environmental Protection Agency, Region 8

KENNETH SCHEFSKI
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Date: 2024.09.18 10:04:03 -06'00'

KENNETH C. SCHEFSKI
Regional Counsel
Office of Regional Counsel
U.S. Environmental Protection Agency, Region 8

SUZANNE BOHAN
Digitally signed by SUZANNE BOHAN
Date: 2024.09.18 11:42:48 -06'00'

SUZANNE J. BOHAN
Director
Office of Enforcement and Compliance Assurance Division
U.S. Environmental Protection Agency, Region 8

LAUREN HAMMOND
Digitally signed by LAUREN HAMMOND
Date: 2024.09.24 08:04:00 -06'00'

LAUREN HAMMOND
Senior Assistant Regional Counsel
Office of Regional Counsel
U.S. Environmental Protection Agency, Region 8

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of the *United States of America and the State of Utah v. Ovintiv USA Inc.*, subject to public notice and comment.

FOR THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

DAVID UHLMANN

Digitally signed by DAVID UHLMANN
Date: 2024.09.27 17:03:11 -04'00'

_____

DAVID M. UHLMANN
Assistant Administrator
Office of Enforcement and Compliance Assurance
U.S. Environmental Protection Agency
1200 Pennsylvania Avenue
Washington, D.C. 20460

ROSEMARIE A. KELLEY
Director, Office of Civil Enforcement
Office of Enforcement and Compliance Assurance
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MARY E. GREENE
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Washington, D.C. 20460

ROBERT G. KLEPP
Attorney Advisor, Air Enforcement Division
Office of Civil Enforcement
U.S. Environmental Protection Agency
1200 Pennsylvania Avenue
Washington, D.C. 20460

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of the *United States of America and the State of Utah v. Ovintiv USA Inc.*, subject to public notice and comment.

FOR THE PLAINTIFF, THE STATE OF UTAH:

Date: September 17, 2024

MARINA V. THOMAS
Assistant Attorney General
Environment Division
Utah Attorney General's Office
195 North 1950 West
P.O. Box 140873
Salt Lake City, UT 84004-0873

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of the *United States of America and the State of Utah v. Ovintiv USA Inc.*, subject to public notice and comment.

FOR THE DEFENDANT, OVINTIV USA INC.:

Date: 9/11/24

GREGORY D. GIVENS
Executive Vice-President & Chief Operating Officer

Appendix A: Facilities Subject to Consent Decree								
Facility Name	Facility Latitude	Facility Longitude	Tank System ID	Well Name	API Well Number	Date of First Production	Registration ID (PBR, Tribal, AO)	Tank Pressure Monitoring Group Number (CD Paragraph 27)
Abbott 3-29-3-2W Well Pad	40.197019	-110.136322	Abbott 3-29-3-2W	Abbott 3-29-3-2W	43-013-50873	12/28/2011	PBR 2490	
Accawinna 13-22-15-3-2W-MW Well Pad	40.1988935	-110.0988355	Accawinna 2W 7H	Accawinna 13-22-15-3-2W-MW	43-013-51501	10/29/2014	Tribal UO-000905	Group 1
Accawinna 13-22-15-3-2W-MW Well Pad	40.1988935	-110.0988355	Accawinna 2W 7H	Accawinna UT 3-27 3-2-27-34-7H	43-013-53920	5/31/2022	Tribal UO-000905	Group 1
Alzada 11-21-3-2W Well Pad	40.2053268	-110.1168931	Alzada 11-21-3-2W	Alzada 11-21-3-2W	43-013-51068	4/8/2012	PBR 234	Group 1
Amy UT 1-18 3-1 Well Pad	40.2291977	-110.029991	Amy 1-18	Amy UT 1-18 3-1-18-19-3HR	43-013-54134	11/20/2021	PBR 100775	Group 1
Amy UT 1-18 3-1 Well Pad	40.2291977	-110.029991	Amy 1-18	Amy UT 1-18 3-1-18-19-1H	43-013-53435	11/24/2021	PBR 100775	Group 1
Amy UT 1-18 3-1 Well Pad	40.2291977	-110.029991	Amy 1-18	Amy UT 1-18 3-1-18-19-12H	43-013-53434	11/18/2021	PBR 100775	Group 1
Amy UT 1-18 3-1 Well Pad	40.2291977	-110.029991	Amy 1-18	Amy UT 1-18 3-1-18-19-42H	43-013-53433	11/23/2021	PBR 100775	Group 1
Amy UT 13-7 3-1 Well Pad	40.230446	-110.043887	Amy 13-7 5H 44H	Amy UT 13-7 3-1-18-19-44H	43-013-53958	10/30/2021	PBR 100742	Group 1
Amy UT 13-7 3-1 Well Pad	40.230446	-110.043887	Amy 13-7 5H 44H	Amy UT 13-7 3-1-18-19-5H	43-013-53957	10/30/2021	PBR 100742	Group 1
Andre 15-7-6-3-2WH Well Pad	40.2313805	-110.1508613	Andre 14-7-6-3-2WH	Andre 14-7-6-3-2WH	43-013-52761	4/22/2015	Tribal UO-000930	
Andre 15-7-6-3-2WH Well Pad	40.2313805	-110.1508613	Andre 15-7-6-3-2WH	Andre 15-7-6-3-2WH	43-013-52760	4/22/2015	Tribal UO-000930	
Aubrey 2-15-22-3-2WH Well Pad	40.230633	-110.092139	Aubrey 2-15-22-3-2WH	Aubrey 2-15-22-3-2WH	43-013-52105	2/4/2014	PBR 224	Group 2
Bar F 1-20-3-2 Well Pad	40.2021014	-110.1266962	Bar F 1-20-3-2	Bar F 1-20-3-2	43-013-50009	3/5/2010	PBR 107	Group 3
Bar F 1-20-3-2 Well Pad	40.2021014	-110.1266962	Bar F 1H 7H	Bar-F UT 16-20 3-2-28-33-7H	43-013-53494	12/31/2017	PBR 107	Group 1
Bar F 1-20-3-2 Well Pad	40.2021014	-110.1266962	Bar F 1H 7H	Bar-F UT 16-20 3-2-29-32-1H	43-013-53466	12/30/2017	PBR 107	Group 1
Beal UT 13-34 4-3 Well Pad	40.1731709	-110.2169882	Beal 1H 7H	Beal UT 13-34 4-3-3-10-7H	43-013-53578	8/4/2018	PBR 836	Group 1
Beal UT 13-34 4-3 Well Pad	40.1731709	-110.2169882	Beal 1H 7H	Beal UT 13-34 4-3-4-9-1H	43-013-53579	8/3/2018	PBR 836	Group 1
Bruce UT 2-14 3-2 Well Pad	40.22818333	-110.0740806	Bruce UT 2-14 3-2	Bruce UT 2-14 3-2-14-23-1H	43-013-53667	3/29/2019	PBR 8024	Group 1
Cesspooch 15-21-3-3W Well Pad	40.2019332	-110.2248158	Cesspooch 15-21-3-3W	Cesspooch 15-21-3-3W	43-013-51435	8/31/2013	Tribal UO-004109	
Clayburn 4-35-3-3WH Well Pad	40.1837583	-110.1985194	Clayburn 4-35-3-3WH	Clayburn 4-35-3-3WH	43-013-51191	7/6/2013	PBR 664	
Close 4-15-22-3-2WH Well Pad	40.230492	-110.101106	Close 4-15-22-3-2WH	Close 4-15-22-3-2WH	43-013-52106	11/30/2013	PBR 3653	Group 1
Colorow UT 16-7 4-2 Well Pad	40.142864	-110.143136	Colorow 1H 7H	Colorow UT 16-7 4-2-7-6-1H	43-013-53587	8/30/2018	PBR 2475	Group 1
Colorow UT 16-7 4-2 Well Pad	40.142864	-110.143136	Colorow 1H 7H	Colorow UT 16-7 4-2-8-5-7H	43-013-53586	8/31/2018	PBR 2475	Group 1
Connolly 10-24-3-3W Well Pad	40.2054105	-110.1627088	Connolly 10-24-3-3W	Connolly 10-24-3-3W	43-013-51145	5/19/2012	Tribal UO-000247	
Conrad 6-17-3-1 Well Pad	40.2231806	-110.0221917	Conrad 6-17-3-1	Conrad 6-17-3-1	43-013-50857	11/17/2011	PBR 236	
Daisy UT 4-26 3-3 Well Pad	40.1995885	-110.1956837	Daisy UT 4-26 3-3	Daisy UT 4-26 3-3-26-7H	43-013-52981	1/27/2018	Tribal UO 007090	
Dallas 3-17 3-2 Well Pad	40.227752	-110.1348899	Dallas 4H 5H	Dallas 3-17 3-2-8-5-4H	43-013-53320	8/18/2017	PBR 560	Group 1
Dallas 3-17 3-2 Well Pad	40.227752	-110.1348899	Dallas 4H 5H	Dallas 3-17 3-2-8-5-5H	43-013-53321	8/21/2017	PBR 560	Group 1
Deveraux 1-14-4-1 Well Pad	40.141583	-109.957685	Deveraux 1-14 1H 7H	Deveraux UT 1-14 4-1-13-24-7H	43-047-56738	8/3/2021	PBR 100546	Group 1
Deveraux 1-14-4-1 Well Pad	40.141583	-109.957685	Deveraux 1-14 1H 7H	Deveraux UT 1-14 4-1-11-2-1H	43-047-56737	8/3/2021	PBR 100546	Group 1
Dillman 10-17-3-2W Well Pad	40.220506	-110.13035	Dillman 10-17-3-2W	Dillman 10-17-3-2W	43-013-50995	3/11/2012	PBR 237	Group 1
Dillman 5-2-3-1W Well Pad	40.2529154	-109.970027	Dillman 5-2-3-1W	Dillman 5-2-3-1W	43-047-52244	7/27/2012	Tribal UO-000244	
Elmer 1-7-3-1WH Well Pad	40.2423006	-110.0297974	Elmer 1-7 3-1-8-37H	Elmer 1-7 3-1-8-37H	43-013-53440	9/23/2017	PBR 749	
Elmer 1-7-3-1WH Well Pad	40.2423006	-110.0297974	Elmer 1-7-3-1WH	Elmer 1-7-3-1WH	43-013-51400	10/15/2012	PBR 749	
Evans 14-25-3-3W Well Pad	40.1888548	-110.1745391	Evans 14-25-3-3W	Evans 14-25-3-3W	43-013-51177	6/19/2012	PBR 239	Group 1
Evelyn 1-5-3-1WH Well Pad	40.256854	-110.009813	Evelyn 1-5-3-1WH	Evelyn 1-5-3-1WH	43-013-51405	10/26/2012	PBR 8025	
Evelyn 1-5-3-1WH Well Pad	40.256854	-110.009813	Evelyn 4-4 3-1-4-9-7H	Evelyn 4-4 3-1-4-9-7H	43-013-53902	4/20/2019	PBR 8025	Group 1
Fausett 4-13-3-2WH Well Pad	40.230119	-110.060981	Fausett UT 14-12	Fausett 4-13-3-2WH	43-013-51614	3/29/2014	PBR 3658	Group 1
Fausett 4-13-3-2WH Well Pad	40.230119	-110.060981	Fausett UT 14-12	Fausett UT 14-12 3-2-13-24-16H	43-013-54407	11/10/2023	PBR 3658	Group 1
Fausett 4-13-3-2WH Well Pad	40.230119	-110.060981	Fausett UT 14-12	Fausett UT 14-12 3-2-13-24-46H	43-013-54384	11/10/2023	PBR 3658	Group 1
Fausett 4-13-3-2WH Well Pad	40.230119	-110.060981	Fausett UT 14-12	Fausett UT 14-12 3-2-13-24-5H	43-013-54408	11/10/2023	PBR 3658	Group 1
Fausett 4-13-3-2WH Well Pad	40.230119	-110.060981	Virginia 5H 7H	Virginia 14-12 3-2-12-1-5H	43-013-53833	7/14/2022	PBR 3658	Group 1
Fausett 4-13-3-2WH Well Pad	40.230119	-110.060981	Virginia 5H 7H	Virginia 14-12 3-2-12-1-7H	43-013-53830	7/14/2022	PBR 3658	Group 1
Fitzgerald UT 9-35 4-2 Well Pad	40.175161	-110.071977	Fitzgerald 9-35 1H 7H	Fitzgerald UT 9-35 4-2-1-12-7H	43-013-53919	7/19/2021	PBR 100544	Group 1
Fitzgerald UT 9-35 4-2 Well Pad	40.175161	-110.071977	Fitzgerald 9-35 1H 7H	Fitzgerald UT 9-35 4-2-2-11-1H	43-013-53918	7/19/2021	PBR 100544	Group 1
Gilbert 9-9-3-3W Well Pad	40.234694	-110.220278	Gilbert 9-9-3-3W	Gilbert 9-9-3-3W	43-013-50955	3/21/2012	PBR 434	
Grace 3-16-3-3WH Well Pad	40.2283282	-110.2312989	Grace 3-16-3-3WH	Grace 3-16-3-3WH	43-013-51185	7/8/2012	Tribal UO-000237	
Jorgensen 2-4-9-3-2WH Well Pad	40.2577417	-110.1094709	Jorgensen 2-4-9-3-2WH	Jorgensen 2-4-9-3-2WH	43-013-52107	3/29/2014	PBR 3926	
JW Moon 3-20-3-3WH Well Pad	40.2139809	-110.2483458	JW Moon 3-20-3-3WH	JW Moon 3-20-3-3WH	43-013-51372	11/8/2012	PBR 3927	
Karl UT 16-19 4-1 Well Pad	40.11638	-110.03076	Karl 16-19 1H 7H	Karl UT 16-19 4-1-20-17-7H	43-013-54068	6/13/2021	PBR 100522	Group 1
Karl UT 16-19 4-1 Well Pad	40.11638	-110.03076	Karl 16-19 1H 7H	Karl UT 16-19 4-1-19-18-1H	43-013-54064	6/13/2021	PBR 100522	Group 1
Keller UT 13-23-3-3W Well Pad	40.2012968	-110.1930498	Keller 3H 4H	Keller UT 14-23 3-3-23-14-3H	43-013-53256	2/21/2017	Tribal UO-001003	Group 1
Keller UT 13-23-3-3W Well Pad	40.2012968	-110.1930498	Keller 3H 4H	Keller UT 14-23 3-3-23-14-4H	43-013-53255	2/14/2017	Tribal UO-001003	Group 1
Keller UT 13-23-3-3W Well Pad	40.2012968	-110.1930498	Keller 7H 16H	Keller UT 14-23 3-3-23-14-7H	43-013-52996	2/17/2017	Tribal UO-001003	Group 1
Keller UT 13-23-3-3W Well Pad	40.2012968	-110.1930498	Keller 7H 16H	Keller UT 14-23 3-3-23-14-16H	43-013-52997	3/13/2017	Tribal UO-001003	Group 1
Knoll 13-10-4-2 Well Pad	40.1431722	-110.1023917	Brothers 1H Knoll 5H	Brothers UT 13-10 4-2-16-21-1H	43-013-54196	5/9/2022	PBR 3609	Group 1
Knoll 13-10-4-2 Well Pad	40.1431722	-110.1023917	Brothers 1H Knoll 5H	Knoll UT 13-10 4-2-15-22-5H	43-013-54195	5/9/2022	PBR 3609	Group 1
Knoll 13-10-4-2 Well Pad	40.1431722	-110.1023917	Knoll 11H 17H	Knoll 13-10 4-2-10-3-17H	43-013-53402	1/21/2019	PBR 3609	Group 1
Knoll 13-10-4-2 Well Pad	40.1431722	-110.1023917	Knoll 11H 17H	Knoll 13-10 4-2-9-4-11H	43-013-53401	1/22/2019	PBR 3609	Group 1
Knoll 13-10-4-2 Well Pad	40.1431722	-110.1023917	Knoll 13-10 4-2-15-7H	Knoll 13-10 4-2-15-7H	43-013-53427	9/7/2017	PBR 3609	
Konopatch UT 5-19 3-1W Well Pad	40.208325	-110.043742	Konopatch 1H 7H	Konopatch UT 5-19 3-1-30-31-7H	43-013-53612	5/8/2018	PBR 3514	Group 1
Konopatch UT 5-19 3-1W Well Pad	40.208325	-110.043742	Konopatch 1H 7H	Konopatch UT 5-19 3-2-25-36-1H	43-013-53731	5/9/2018	PBR 3514	Group 1
Lamb 1-16 4-1 Well Pad	40.141596	-109.992495	Lamb 1-16 1H 7H	Lamb UT 1-16 4-1-10-3-7H	43-013-54067	5/27/2021	PBR 100513	Group 1
Lamb 1-16 4-1 Well Pad	40.141596	-109.992495	Lamb 1-16 1H 7H	Lamb UT 1-16 4-1-9-4-1H	43-013-54063	5/27/2021	PBR 100513	Group 1
Lamb 1-19-3-1W Well Pad	40.21185	-110.043592	Lamb 1-19-3-1W	Lamb 1-19-3-1W	43-013-50425	8/21/2011	PBR 356	
Lamb 12-20-3-1W Well Pad	40.2053917	-110.0270333	Lamb 12-20-3-1W	Lamb 12-20-3-1W	43-013-50858	11/22/2011	Tribal UO-000235	
Lamb 12-2-4-1W Well Pad	40.1622667	-109.9659139	Lamb 12-2-4-1W	Lamb 12-2-4-1W	43-047-54244	4/2/2014	PBR 188	
Lapray Moon 1-12 4-4 Well Pad	40.1575293	-110.2788298	Lapray Moon Woolf Powell	Woolf 1-12 4-4-12-11-7H	43-013-54178	4/8/2022	PBR 101138	Group 1
Lapray Moon 1-12 4-4 Well Pad	40.1575293	-110.2788298	Lapray Moon Woolf Powell	Moon 1-12 4-3-7-8-7H	43-013-54177	4/8/2022	PBR 101138	Group 1
Lapray Moon 1-12 4-4 Well Pad	40.1575293	-110.2788298	Lapray Moon Woolf Powell	Powell UT 1-12 4-3-6-5-1H	43-013-54176	4/12/2022	PBR 101138	Group 1
Lapray Moon 1-12 4-4 Well Pad	40.1575293	-110.2788298	Lapray Moon Woolf Powell	Lapray UT 1-12 4-4-1-2-1H	43-013-54175	4/16/2022	PBR 101138	Group 1
Larsen 2-29-3-2WH Well Pad	40.197661	-110.1313	Larsen 2-29-3-2WH	Larsen 2-29-3-2WH	43-013-51224	7/31/2012	PBR 3939	

Facility Name	Facility Latitude	Facility Longitude	Tank System ID	Well Name	API Well Number	Date of First Production	Registration ID (PBR, Tribal, AO)	Tank Pressure Monitoring Group Number (CD Paragraph 27)
Lejeune 1-17-3-2WH Well Pad	40.2286	-110.1274611	Lejeune 1-17-3-2WH	Lejeune 1-17-3-2WH	43-013-51853	8/22/2013	PBR 227	Group 3
Leon 4-17 3-2 Well Pad	40.2285417	-110.1401611	Leon UT 4-17 3-2-17-20-17H	Leon UT 4-17 3-2-17-20-17H	43-013-53895	5/10/2019	PBR 8026	Group 1
Leon 4-17 3-2 Well Pad	40.2285417	-110.1401611	Leon UT 4-17 3-2-8-5-17H & 26H	Leon 4-17 3-2-8-5-26H	43-013-51947	9/15/2017	PBR 8026	Group 1
Leon 4-17 3-2 Well Pad	40.2285417	-110.1401611	Leon UT 4-17 3-2-8-5-17H & 26H	Leon UT 4-17 3-2-8-5-17H	43-013-53324	9/13/2017	PBR 8026	Group 1
LH Trust 3A-30-3-2W Well Pad	40.1981437	-110.1519729	LH Trust 3A-30-3-2W	LH Trust 3A-30-3-2W	43-013-51161	2/15/2012	PBR 3941	
Lucy 2-15-22-3-2WH Well Pad	40.230753	-110.099675	Lucy 2-15-22-3-2WH	Lucy 2-15-22-3-2WH	43-013-52316	3/20/2015	PBR 228	Group 2
Lucy 2-15-22-3-2WH Well Pad	40.230753	-110.099675	Lucy 3-15-22-3-2WH	Lucy 3-15-22-3-2WH	43-013-52317	3/20/2015	PBR 228	Group 2
Lusty 14-2-3-3W Well Pad	40.2472107	-110.1934854	Lusty 14-2-3-3W	Lusty 14-2-3-3W	43-013-51370	8/7/2012	PBR 2485	Group 3
Lusty 2-11-3-3WH Well Pad	40.2434235	-110.1839916	Lusty 3W 3WH	Lusty 1-11-3-3W	43-013-51412	1/1/2013	PBR 171	
Lusty 2-11-3-3WH Well Pad	40.2434235	-110.1839916	Lusty 3W 3WH	Lusty 2-11-3-3WH	43-013-51509	1/1/2013	PBR 171	
Lusty 2-11-3-3WH Well Pad	40.2434235	-110.1839916	Lusty 47H	Lusty UT 1-11 3-3-1-47H	43-013-53428	3/1/2018	PBR 171	Group 3
Mamie 4-25-3-3WH Well Pad	40.199633	-110.176072	Mamie 3WH 46H	Mamie 4-25-3-3WH	43-013-51531	8/2/2013	Tribal UO-004114	Group 1
Mamie 4-25-3-3WH Well Pad	40.199633	-110.176072	Mamie 3WH 46H	Mamie UT 4-25 3-3-25-36-46H	43-013-53896	11/16/2019	Tribal UO-004114	Group 1
Marie 15-22-15-3-3W-MW Well Pad	40.1995556	-110.2111306	Marie 15-22-15-3-3W-UW	Marie 15-22-15-3-3W-UW	43-013-51876	9/19/2014	Tribal UO-005591	
McKinnon 14-22-3-3 Well Pad	40.2008833	-110.2089139	McKinnon 5H 7H	Mckinnon UT 14-22 3-3-22-15-5H	43-013-52998	6/22/2016	Tribal UO-000965	Group 1
McKinnon 14-22-3-3 Well Pad	40.2008833	-110.2089139	McKinnon 5H 7H	Mckinnon UT 14-22 3-3-22-15-7H	43-013-52999	6/23/2016	Tribal UO-000965	Group 1
Moon 1-14C4 Well Pad	40.21601	-110.269384	Moon 1-14C4	Moon 1-14C4	43-013-51651	5/21/2013	DAQE-AN149020001-15	
Morrill 4-23-3-2WH Well Pad	40.2145822	-110.0802023	Morrill 4-23-3-2WH	Morrill 4-23-3-2WH	43-013-51390	11/20/2012	PBR 3055	
Mullins 11-14-3-2W Well Pad	40.2212351	-110.0795889	Mullins 11-14-3-2W	Mullins 11-14-3-2W	43-013-51044	5/26/2012	PBR 257	
Murray 2-17-3-2 Well Pad	40.2283913	-110.1288828	Murray 1H 12H	Murray 2-17 3-2-8-5-1H	43-013-53317	4/3/2017	PBR 3057	Group 1
Murray 2-17-3-2 Well Pad	40.2283913	-110.1288828	Murray 1H 12H	Murray 2-17 3-2-8-5-12H	43-013-53318	3/30/2017	PBR 3057	Group 1
Murray 2-17-3-2 Well Pad	40.2283913	-110.1288828	Murray 2-17 3-2-8-5-3H	Murray 2-17 3-2-8-5-3H	43-013-53319	3/28/2017	PBR 3057	Group 1
Nickerson 6-28-3-2W Well Pad	40.194803	-110.116403	Nickerson 6-28-3-2W	Nickerson 6-28-3-2W	43-013-51006	3/20/2012	PBR 3083	Group 1
Nooh Tuh Vweep 16-9 3-2 Well Pad	40.22853327	-110.1115998	NTV 16-9	Nooh Tuh Vweep 16-9 3-2-16-21-3H	43-013-53704	11/6/2020	Tribal UO-008096	Group 1
Nooh Tuh Vweep 16-9 3-2 Well Pad	40.22853327	-110.1115998	NTV 16-9	Nooh Tuh Vweep 16-9 3-2-16-21-11H	43-013-53703	11/8/2020	Tribal UO-008096	Group 1
Nooh Tuh Vweep 16-9 3-2 Well Pad	40.22853327	-110.1115998	NTV 16-9	Nooh Tuh Vweep 16-9 3-2-16-21-2H	43-013-53700	11/9/2020	Tribal UO-008096	Group 1
Nooh Tuh Vweep 16-9 3-2 Well Pad	40.22853327	-110.1115998	NTV 16-9	Nooh Tuh Vweep 16-9 3-2-16-21-42H	43-013-53701	11/7/2020	Tribal UO-008096	Group 1
Nooh Tuh Vweep 4-16 3-2 Well Pad	40.22833337	-110.1193518	NTV 4-16	Nooh Tuh Vweep 4-16 3-2-16-21-13H	43-013-53983	11/15/2020	Tribal UO-008097	Group 1
Nooh Tuh Vweep 4-16 3-2 Well Pad	40.22833337	-110.1193518	NTV 4-16	Nooh Tuh Vweep 4-16 3-2-16-21-24H	43-013-53695	11/12/2020	Tribal UO-008097	Group 1
Nooh Tuh Vweep 4-16 3-2 Well Pad	40.22833337	-110.1193518	NTV 4-16	Nooh Tuh Vweep 4-16 3-2-16-21-15H	43-013-53696	11/13/2020	Tribal UO-008097	Group 1
Nooh Tuh Vweep 4-16 3-2 Well Pad	40.22833337	-110.1193518	NTV 4-16	Nooh Tuh Vweep 4-16 3-2-16-21-4H	43-013-53694	11/14/2020	Tribal UO-008097	Group 1
Oats UT 2-26-3-3 Well Pad	40.1996384	-110.1855611	Oats 1H 12H	Oats UT 2-26 3-3-23-14-1H	43-013-52772	5/25/2017	Tribal UO-007077	Group 1
Oats UT 2-26-3-3 Well Pad	40.1996384	-110.1855611	Oats 1H 12H	Oats UT 2-26 3-3-23-14-12H	43-013-51896	5/23/2017	Tribal UO-007077	Group 1
Odekirk 11-12-3-3W Well Pad	40.2346779	-110.1726946	Odekirk 11-12-3-3W	Odekirk 11-12-3-3W	43-013-51054	4/14/2012	PBR 3083	Group 3
Patterson 4-9-3-3WH-W15 Well Pad	40.2429158	-110.2329472	Patterson 4-9-3-3WH	Patterson 4-9-3-3WH	43-013-52108	10/15/2013	Tribal UO-004176	
Pekepovits UT 1-14 4-3 Well Pad	40.140875	-110.1806028	Pekepovits 1H 7H	Pekepovits UT 1-14 4-3-12-1-7H	43-013-53599	10/12/2018	PBR 2458	Group 1
Pekepovits UT 1-14 4-3 Well Pad	40.140875	-110.1806028	Pekepovits 1H 7H	Pekepovits UT 1-14 4-3-11-2-1H	43-013-53600	10/15/2018	PBR 2458	Group 1
Pekev UT 2-29 3-1 Well Pad	40.200746	-110.015402	Pekev 1H 7H	Pekev UT 2-29 3-1-29-32-1H	43-013-53495	2/16/2018	Tribal UO_007080	Group 1
Pekev UT 2-29 3-1 Well Pad	40.200746	-110.015402	Pekev 1H 7H	Pekev UT 2-29 3-1-28-33-7H	43-013-53496	2/18/2018	Tribal UO 007080	Group 1
Perank 13-10-3-3-3WH Well Pad	40.2282389	-110.2209444	Perank 13-10-3-3-3WH	Perank 13-10-3-3-3WH	43-013-51891	5/11/2014	Tribal UO 008080	
Peterson 3-20-3-2WH & 2W Well Pad	40.2155331	-110.1349372	Peterson 2W 2WH	Peterson 3-20-3-2W	43-013-51416	10/26/2012	Tribal UO-000232	Group 1
Peterson 3-20-3-2WH & 2W Well Pad	40.2155331	-110.1349372	Peterson 2W 2WH	Peterson 3-20-3-2WH	43-013-51508	11/1/2012	Tribal UO-000232	Group 1
Phillip Alice 13-7 4-4 Well Pad	40.143192	-110.2743	Phillip 1H Alice 7H	Phillip 13-7 4-4-13-24-1H	43-013-54180	1/28/2022	PBR 100940	Group 1
Phillip Alice 13-7 4-4 Well Pad	40.143192	-110.2743	Phillip 1H Alice 7H	Alice 13-7 4-3-18-19-7H	43-013-54179	1/28/2022	PBR 100940	Group 1
Poker Jack 4-18-3-2WH Well Pad	40.229286	-110.156867	Poker Jack 4-18-3-2WH	Poker Jack 4-18-3-2WH	43-013-51558	7/27/2013	Tribal UO-004106	Group 3
Powvitch 15-13-12-3-2 Well Pad	40.2148694	-110.0560194	Powvitch 15-13-12-3-2WB	Powvitch 15-13-12-3-2WB	43-013-51942	12/16/2014	Tribal	Group 1
Ranch 15-10-3-3-2W-UW Well Pad	40.23062	-110.0939466	Ranch 15-10 & Ute Tribal 14-10	Ranch 15-10-3-3-2W-UW	43-013-52296	2/22/2015	PBR 3097	Group 2
Ranch 15-10-3-3-2W-UW Well Pad	40.23062	-110.0939466	Ranch 15-10 & Ute Tribal 14-10	Ute Tribal 14-10-3-3-2W-MW	43-013-52297	2/22/2015	PBR 3097	Group 2
Ranch 16-10-3-3-2 WH Well Pad	40.2283956	-110.0835167	Bruce UT 4-14 3-2	Dart 13-11-2-3-2WH	43-013-52271	4/2/2015	PBR 225	Group 1
Ranch 16-10-3-3-2 WH Well Pad	40.2283956	-110.0835167	Bruce UT 4-14 3-2	Bruce UT 4-14 3-2-14-23-46H	43-013-54362	4/1/2024	PBR 225	Group 1
Ranch 16-10-3-3-2 WH Well Pad	40.2283956	-110.0835167	Bruce UT 4-14 3-2	Bruce UT 4-14 3-2-14-23-16H	43-013-54355	4/1/2024	PBR 225	Group 1
Ranch 16-10-3-3-2 WH Well Pad	40.2283956	-110.0835167	Bruce UT 4-14 3-2	Bruce UT 4-14 3-2-14-23-5H	43-013-54360	4/1/2024	PBR 225	Group 1
Ranch 16-10-3-3-2 WH Well Pad	40.2283956	-110.0835167	Bruce UT 4-14 3-2	Bruce UT 4-14 3-2-14-23-7H	43-013-54361	4/1/2024	PBR 225	Group 1
Ranch 16-10-3-3-2 WH Well Pad	40.2283956	-110.0835167	Ranch 16-10 & Aubrey 1A-15	Ranch 16-10-3-3-2WH	43-013-52172	6/30/2014	PBR 225	Group 1
Ranch 16-10-3-3-2 WH Well Pad	40.2283956	-110.0835167	Ranch 16-10 & Aubrey 1A-15	Aubrey 1A-15-22-3-2WH	43-013-52270	7/25/2014	PBR 225	Group 1
Red Cap 2-8-3-3WH Well Pad	40.242812	-110.2434847	Red Cap 2-8-3-3WH	Red Cap 2-8-3-3WH	43-013-51877	6/4/2013	Tribal UO-003162	
Rio Grande 9-13-4-1W Well Pad	40.1327771	-109.9364863	Rio Grande 9-13-4-1W	Rio Grande 9-13-4-1W	43-047-51411	9/26/2011	PBR 3107	
S Stollmack 7-19-4-1E Well Pad	40.1211472	-109.9228556	S Stollmack 7-19-4-1E	Schwab-Stollmack 7-19-4-1E	43-047-53770	3/19/2014	PBR 191	
Shields 15-12-3-3 Well Pad	40.2323917	-110.166722	Shields 1H 3H	Shields 15-12 3-3-13-24-1H	43-013-53314	8/11/2016	Tribal UO-000968	Group 1
Shields 15-12-3-3 Well Pad	40.2323917	-110.166722	Shields 1H 3H	Shields 15-12 3-3-13-24-3H	43-013-53315	8/12/2016	Tribal UO-000968	Group 1
Smalley 7-8-3-1W Well Pad	40.238442	-110.014764	Smalley 7-8-3-1W	Smalley 7-8-3-1W	43-013-50822	12/10/2011	PBR 2494	
Snake Pete 10-23-3-3W Well Pad	40.2057135	-110.1869777	Snake Pete 10-23-3-3W	Snake Pete 10-23-3-3W	43-013-51438	2/10/2013	Tribal UO-003098	
Spear UT 4-26 3-2 Well Pad	40.1997817	-110.0836902	Spear UT 4-26 3-2	Spear UT 4-26 3-2-26-35-17H	43-013-51890	8/10/2018	Tribal UO-007064	Group 1
Sprouse 15-7-3-2 Well Pad	40.2301415	-110.1507423	Sprouse 3H 5H	Sprouse UT 15-7 3-2-18-19-5H	43-013-52763	11/18/2016	Tribal UO-007055	Group 1
Sprouse 15-7-3-2 Well Pad	40.2301415	-110.1507423	Sprouse 3H 5H	Sprouse UT 15-7 3-2-18-19-3H	43-013-52762	11/18/2016	Tribal UO-007055	Group 1
Sprouse 15-7-3-2 Well Pad	40.2301415	-110.1507423	Sprouse UT 15-7 3-2-18-19-1H	Sprouse UT 15-7 3-2-18-19-1H	43-013-53325	10/28/2016	Tribal UO-007055	
State 11-5-3-1W Well Pad	40.2495194	-110.0202083	State 11-5-3-1w	State 11-5-3-1W	43-013-51043	4/28/2012	PBR 2464	
State 4-11-3-2WH Well Pad	40.246558	-110.082242	State 4-11-3-2WH	State 4-11-3-2WH	43-013-51923	12/16/2013	PBR 3177	
State 4-19-3-2WH Well Pad	40.2141969	-110.1600912	State 4-19-3-2WH	State 4-19-3-2WH	43-013-51130	7/9/2012	Tribal UO-000231	
State 6-4-3-1W Well Pad	40.253836	-110.002106	State 6-4-3-1W	State 6-4-3-1W	43-013-50691	2/18/2012	PBR 266	
Thiebaud 2-14C4 Well Pad	40.224037	-110.269325	Thiebaud 2-14C4	Thiebaud 2-14C4	43-013-52231	1/26/2014	DAQE-AN149420001-15	
Thompson 4-24-3-4WH Well Pad	40.2133944	-110.2893028	Thompson 4-24-3-4WH	Thompson 4-24-3-4WH	43-013-52111	12/21/2013	PBR 3201	
Thorne 4-21-3-2WH Well Pad	40.2141604	-110.1190289	Thorne 4-21-3-2WH	Thorne 4-21-3-2WH	43-013-51067	3/20/2012	Tribal UO-000230	Group 3
Thorne 4-21-3-2WH Well Pad	40.2141604	-110.1190289	Thorne UT 4-21 3-2-16-7H	Thorne UT 4-21 3-2-16-7H	43-013-53463	3/21/2018	Tribal UO-000230	
Tomlin 4-6-3-1WH Well Pad	40.2573716	-110.0437168	Tomlin 4-6-3-1WH	Tomlin 4-6-3-1WH	43-013-51861	4/17/2013	PBR 214	

Facility Name	Facility Latitude	Facility Longitude	Tank System ID	Well Name	API Well Number	Date of First Production	Registration ID (PBR, Tribal, AO)	Tank Pressure Monitoring Group Number (CD Paragraph 27)
Tomlin 7-1-3-2 Well Pad	40.2545944	-110.0532222	Tomlin 2W 1H	Tomlin 7-1-3-2W	43-013-51081	4/2/2012	PBR 173	Group 1
Tomlin 7-1-3-2 Well Pad	40.2545944	-110.0532222	Tomlin 2W 1H	Tomlin UT 7-1 2-2-36-25-1H	43-013-53619	6/11/2018	PBR 173	Group 1
Toponotes 13-22-3-3H Well Pad	40.2005114	-110.2164922	Toponotes 1H 7H	Toponotes UT 13-22 3-3-28-1H	43-013-53000	1/15/2018	Tribal UO-007060	Group 1
Toponotes 13-22-3-3H Well Pad	40.2005114	-110.2164922	Toponotes 1H 7H	Toponotes UT 13-22 3-3-27-34-7H	43-013-53001	1/13/2018	Tribal UO-007060	Group 1
TO-PUT-CHE-AR 13-12-3-3WH Well Pad	40.2279528	-110.1782222	TO-PUT-CHE-AR 13-12-3-3WH	TO-PUT-CHE-AR 13-12-3-3WH	43-013-52137	3/16/2014	Tribal UO-005542	
Unca Sam 7-16-3-3W Wellhead Well Pad	40.2235794	-110.224881	Unca Sam 7-16-3-3W	Unca Sam 7-16-3-3w	43-013-52217	10/17/2013	Tribal UO-004177	
Ute Tribal 10-15-4-1W Well Pad	40.1327579	-109.9801183	Ute Tribal 10-15-4-1w	Ute Tribal 10-15-4-1W	43-013-51003	6/5/2014	PBR 603	
Ute Tribal 11-10-4-1E Well Pad	40.147325	-109.8708139	Ute Tribal 11-10 12-10	Ute Tribal 11-10-4-1E	43-047-51319	7/30/2011	PBR 360	
Ute Tribal 11-10-4-1E Well Pad	40.147325	-109.8708139	Ute Tribal 11-10 12-10	Ute Tribal 12-10-4-1E	43-047-54250	1/29/2015	PBR 360	
Ute Tribal 1-14-4-1W Well Pad	40.1400773	-109.9560551	Ute Tribal 1-14-4-1w	Ute Tribal 1-14-4-1W	43-047-51499	9/21/2012	PBR 605	
Ute Tribal 1-18-19-3-3WH Well Pad	40.2286757	-110.2583151	Ute Tribal 1-18-19-3-3WH	Ute Tribal 1-18-19-3-3WH	43-013-51699	8/29/2013	PBR 3213	
Ute Tribal 11-9-4-1E Well Pad	40.1484965	-109.889371	Ute Tribal 11-9-4-1e	Ute Tribal 11-9-4-1E	43-047-52023	4/17/2013	PBR 222	
Ute Tribal 13-10-3-3-2W-UW Well Pad	40.228419	-110.1029434	Ute Tribal 13-10-3-3-2w-UW	Ute Tribal 13-10-3-3-2W-UW	43-013-52617	2/23/2015	PBR 230	Group 2
Ute Tribal 13-9-4-1E Well Pad	40.1441354	-109.8942819	Ute Tribal 13-9-4-1E	Ute Tribal 13-9-4-1E	43-047-52038	4/28/2014	PBR 607	
Ute Tribal 13-9-4-3-2WH Well Pad	40.2285778	-110.1181583	Ute Tribal 13-9-4-3-2WH	Ute Tribal 13-9-4-3-2WH	43-013-52079	9/3/2014	Tribal UO-005594	
Ute Tribal 13-9-4-3-2WH Well Pad	40.2285778	-110.1181583	Ute Tribal 14-9-4-3-2WH	Ute Tribal 14-9-4-3-2WH	43-013-52080	9/9/2014	Tribal UO-005594	
Ute Tribal 14-9-3-2W Well Pad	40.2304306	-110.118025	Ute Tribal 14-9-3-2w	Ute Tribal 14-9-3-2W	43-013-51312	1/20/2013	Tribal UO-003104	Group 1
Ute Tribal 15-9-4-1E Well Pad	40.1441353	-109.8847489	Ute Tribal 15-9-4-1E	Ute Tribal 15-9-4-1E	43-047-52019	4/10/2013	PBR 101105	
Ute Tribal 16-12-1-3-4WH Well Pad	40.2285	-110.2792111	Ute Tribal 16-12-1-3-4WH	Ute Tribal 16-12-1-3-4WH	43-013-51548	8/22/2013	Tribal UO-004113	
Ute Tribal 16-4-4-4WH Well Pad	40.1575886	-110.3341176	Ute Tribal 4W 4WH	Ute Tribal 16-4-4-4W	43-013-50671	11/26/2013	PBR 194	
Ute Tribal 16-4-4-4WH Well Pad	40.1575886	-110.3341176	Ute Tribal 4W 4WH	Ute Tribal 16-4-4-4WH	43-013-50672	9/10/2012	PBR 194	
Ute Tribal 1-6-7-3-3WH Well Pad	40.2572639	-110.2610167	Ute Tribal 1-6-7-3-3WH	Ute Tribal 1-6-7-3-3WH	43-013-51854	7/11/2014	Tribal UO-005577	
Ute Tribal 2-5-3-3WH Well Pad	40.2579262	-110.2429762	Ute Tribal 2-5-3-3WH	Ute Tribal 2-5-3-3WH	43-013-51516	3/22/2013	Tribal UO-003099	
Ute Tribal 3-10-4-1E Well Pad	40.1553722	-109.8712056	Ute Tribal 3-10 4-10	Ute Tribal 3-10-4-1E	43-047-51290	5/16/2011	PBR 198	
Ute Tribal 3-10-4-1E Well Pad	40.1553722	-109.8712056	Ute Tribal 3-10 4-10	Ute Tribal 4-10-4-1E	43-047-54406	2/4/2015	PBR 198	
Ute Tribal 3-17-3-3WH Well Pad	40.2308028	-110.2494861	Ute Tribal 3-17-3-3WH	Ute Tribal 3-17-3-3WH	43-013-51798	1/15/2014	PBR 3278	
Ute Tribal 3-9-4-1E Well Pad	40.1550216	-109.8896793	Ute Tribal 3-9-4-1E	Ute Tribal 3-9-4-1E	43-047-52021	11/22/2013	PBR 674	
Ute Tribal 4-13-3-4WH Well Pad	40.2281278	-110.2875972	Ute Tribal 4-13-3-4WH	Ute Tribal 4-13-3-4WH	43-013-51547	6/4/2013	Tribal UO-003163	
Ute Tribal 4-18-3-3WH Well Pad	40.2273583	-110.2708639	Ute Tribal 4-18 4A-18	Ute Tribal 4-18-3-3WH	43-013-51322	6/20/2013	PBR 231	
Ute Tribal 4-18-3-3WH Well Pad	40.2273583	-110.2708639	Ute Tribal 4-18 4A-18	Ute Tribal 4a-18-3-3WH	43-013-51802	6/18/2013	PBR 231	
Ute Tribal 4-24-3-2WH Well Pad	40.2142266	-110.0651803	Ute Tribal 4-24-3-2WH	Ute Tribal 4-24-3-2WH	43-013-51203	1/19/2013	Tribal UO-003100	
Ute Tribal 4-29-3-3WH Well Pad	40.2007	-110.2535806	Ute Tribal 4-29-3-3WH	Ute Tribal 4-29-3-3WH	43-013-51556	1/21/2013	Tribal UO-003101	
Ute Tribal 4-8-4-1WH Well Pad	40.1552312	-110.026928	Ute Tribal 4-8-4-1WH	Ute Tribal 4-8-4-1WH	43-013-50102	9/15/2012	Tribal UO-000229	
Ute Tribal 5-9-4-1E Well Pad	40.1516639	-109.8947917	Ute Tribal 5-9-4-1E	Ute Tribal 5-9-4-1E	43-047-52036	4/22/2014	PBR 100223	
Ute Tribal 6-7-3-2W Well Pad	40.237894	-110.153564	Ute Tribal 6-7-3-2W	Ute Tribal 6-7-3-2W	43-013-51033	10/15/2012	PBR 3303	Group 1
Ute Tribal 7-12-3-4W Well Pad	40.237729	-110.280898	Ute Tribal 7-12-3-4W	Ute Tribal 7-12-3-4W	43-013-51542	2/3/2013	Tribal UO-003103	
Ute Tribal 7-2-3-4W Well Pad	40.251325	-110.3009667	Ute Tribal 7-2-3-4W	Ute Tribal 7-2-3-4W	43-013-51592	9/27/2013	Tribal UO-004122	
Ute Tribal 7-4-4-1E Well Pad	40.1659329	-109.8847544	Ute Tribal 7-4-4-1E	Ute Tribal 7-4-4-1E	43-047-51750	9/17/2012	PBR 614	
Ute Tribal 9-9-4-1E Well Pad	40.1472937	-109.8799712	Ute Tribal 9-9-4-1E	Ute Tribal 9-9-4-1E	43-047-52022	9/21/2012	PBR 676	
Ute Tribal UT 14-8 4-1E Well Pad	40.14342	-109.907525	Ute Tribal 14-8 1H 7H	Ute Tribal UT 14-8 4-1-18-19-1HR	43-047-56954	1/14/2022	Tribal UO-008174	Group 1
Ute Tribal UT 14-8 4-1E Well Pad	40.14342	-109.907525	Ute Tribal 14-8 1H 7H	Ute Tribal UT 14-8 4-1-17-20-7H	43-047-56870	1/12/2022	Tribal UO-008174	Group 1
Velma 2-11-3-2WH Well Pad	40.2447806	-110.0748528	Velma 2-11-3-2WH	Velma 2-11-3-2WH	43-013-51716	4/26/2013	PBR 663	
Wakefield UT 1-6 4-1 Well Pad	40.168134	-110.033171	Wakefield 1-6 1H 16H	Wakefield UT 1-6 4-1-5-8-16H	43-013-54088	1/7/2022	PBR 100808	Group 1
Wakefield UT 1-6 4-1 Well Pad	40.168134	-110.033171	Wakefield 1-6 1H 16H	Wakefield UT 1-6 4-1-6-7-1H	43-013-54087	1/6/2022	PBR 100808	Group 1
Wilcken 16-23-4-2 Well Pad	40.14869	-110.0976	Wilken 1H Allen 7H	Wilcken UT 16-23 4-2-23-14-1H	43-013-53904	6/21/2021	PBR 100523	Group 1
Wilcken 16-23-4-2 Well Pad	40.14869	-110.0976	Wilken 1H Allen 7H	Allen UT 16-23 4-2-24-13-7H	43-013-54194	5/16/2022	PBR 100523	Group 1
Woodward 4-14C4 Well Pad	40.227528	-110.304528	Woodward 4-14C4	Woodward 4-14C4	43-013-53283	7/4/2015	DAQE-AN150480002-15	
Wyasket UT 13-12 3-1 Well Pad	40.2307299	-109.9496983	Wyasket 41H 47H	Wyasket UT 13-12 3-1-11-2-41H	43-047-55886	11/29/2018	Tribal UO-008082	Group 1
Wyasket UT 13-12 3-1 Well Pad	40.2307299	-109.9496983	Wyasket 41H 47H	Wyasket UT 13-12 3-1-12-1-47H	43-047-55885	11/29/2018	Tribal UO-008082	Group 1
Yergensen 1-18-3-1W Well Pad	40.220472	-110.0422	Yergensen 1-18-3-1W	Yergensen 1-18-3-1W	43-013-50428	7/25/2011	PBR 232	

Appendix B
Environmental Mitigation Project

1. Ovintiv shall comply with the requirements of this Appendix and with Section VI (Environmental Mitigation Project) of the Consent Decree to implement and secure the environmental benefits of the project described herein.

2. Nothing in this Appendix shall relieve Ovintiv of its obligation to comply with all applicable federal, state, and local laws and regulations in implementing the project, including any requirement to obtain permits under the Clean Air Act.

I. Pneumatic Controller Replacement Project

3. By July 31, 2024, Ovintiv replaced 899 Tank System gas-driven pneumatic controllers to eliminate emissions of VOCs and other air pollutants (the "Pneumatic Controller Replacement Project"). Ovintiv replaced the gas-drive pneumatic controllers with instrument air pneumatic controllers that do not release any emissions. The Appendix A Facilities where the Pneumatic Controller Replacement Project was conducted are identified in Table 1, below. The Pneumatic Controller Replacement Project is anticipated to reduce approximately 2,495.66 tons of combined methane and VOC emissions per year.

4. On July 19, 2024, Ovintiv submitted to the EPA for review and approval, in consultation with UDAQ, a Pneumatic Controller Replacement Project Plan, which included the following:

a. The Table 1 list of Appendix A Facilities where the Pneumatic Controller Replacement Project was performed.

b. A description of the anticipated environmental benefits of the Pneumatic Controller Replacement Project, including the estimate of VOC and methane emissions

reductions from each gas-driven pneumatic controller replacement and the calculation methodology for determining the emission reductions.

c. The Project costs for labor and parts; and

d. The Project Certification required by Paragraph 43 of the Consent Decree.

5. Ovintiv implemented the Pneumatic Controller Replacement Project in compliance with the approved Pneumatic Controller Replacement Project Plan and schedule therein.

6. Project Completion Notice. On September 9, 2024, Ovintiv submitted a notice of completion to the EPA and UDAQ in accordance with Section XVI (Notices) of the Consent Decree (the "Project Completion Notice"). The notice included the final costs, estimated final total emission reductions achieved as of the date of the notice, as well as a projected annualized emission reduction, locations, and date of completion of all pneumatics replaced, retrofitted, or eliminated as part of the Pneumatic Controller Replacement Project. By the Date of Lodging, Ovintiv shall post the Project Completion Notice on its public domain website for a term of no less than one year after the termination of this Consent Decree.

Table 1. Appendix A Facilities for Pneumatic Controller Replacement Project.

Facility Name	**Location**
Ranch 16-10-3-3-2 WH	State
Nooh Tuh Vweep 4-16 3-2 Well Pad	Indian Country
Bar F 1-20-3-2	State
Sprouse 15-7-3-2 Well Pad	Indian Country
Murray 2-17-3-2 Well Pad	State
LEON 4-17 3-2 Well Pad	State
Lusty 2-11-3-3WH	State
Knoll 13-10-4-2 Well Pad	State
Keller UT 13-23-3-3W Well Pad	Indian Country
Ute Tribal 13-9-4-3-2WH	Indian Country
Andre 15-7-6-3-2WH	Indian Country
Wyasket UT 13-12 3-1	Indian Country

Lucy 2-15-22-3-2WH	State
Thorne 4-21-3-2WH	Indian Country
Elmer 1-7-3-1WH	State
Dallas 3-17 3-2 Well Pad	State
Evelyn 1-5-3-1WH	State
Beal Ut 13-34 4-3 Well Pad	State
Konopatch UT 5-19 3-1W Well Pad	State
Daisy UT 4-26 3-3 Well Pad	Indian Country
Pekev Ut 2-29 3-1 Well Pad	State
Ute Tribal 16-4-4-4WH	UDAQ
Toponotes 13-22-3-3H Pad	Indian Country
Oats UT 2-26-3-3 Well Pad	Indian Country
Tomlin 7-1-3-2	State
Peterson 3-20-3-2WH & 2W	Indian Country
Ranch 15-10-3-3-2W-UW	State

Appendix C: Consent Decree Deadline Table

CD Section	Paragraph Reference	Requirement	CD Deadline	Date of Deadline
V. (Compliance Requirements)	14	Installation and operation of automatic Shut-In	220 Days after the Effective Date of the Consent Decree	
V. (Compliance Requirements)	15	Pressurized Liquid Sampling	Date of Lodging	
V. (Compliance Requirements)	16	Vapor Control System Field Survey	220 Days after the Effective Date of the Consent Decree	
V. (Compliance Requirements)	19	Vapor Control System Engineering Evaluation and Modifications	220 Days after the Effective Date of the Consent Decree	
V. (Compliance Requirements)	20	Tank System Production Operations Shut-In	220 Days after the Effective Date of the Consent Decree	
V. (Compliance Requirements)	21	Vapor Control System Initial Verification	30 Days after Ovintiv completes Paragraph 19 requirements for each Tank System on Appendix A unless the Tank System is Shut-In	
V. (Compliance Requirements)	21(d)	Certification of Completion Report for Vapor Control Systems	310 Days after the Effective Date	
V. (Compliance Requirements)	21(d)(8)	Posting of Certification of Completion Reports for Vapor Control Systems on Public Website	340 Days after the Effective Date	
V. (Compliance Requirements)	23(a)	Proposed Verification of Design Analysis Work Plan	31-Oct-24	30-Sep-24
V. (Compliance Requirements)	23(e)	Verification of Design Analysis	340 Days after the Effective Date	
V. (Compliance Requirements)	23(g)	Verification of Design Analysis Report	400 Days after the Effective Date	
V. (Compliance Requirements)	24(a)-(g)	Implementation of Directed Inspection and Preventative Maintenance	1-Dec-24	1-Dec-24
V. (Compliance Requirements)	24(h)	Annual Evaluation of Directed Inspection and Preventative Maintenance Program	July 1, 2025, then annually thereafter	
V. (Compliance Requirements)	25(a)-(c)	Implement a monthly IR Camera Inspection program	1-Dec-24	1-Dec-24
V. (Compliance Requirements)	26(a)-(f)	Reliable Information, Investigation, and Corrective Action requirements	1-Dec-24	1-Dec-24
V. (Compliance Requirements)	27(a)	Installation and calibration of tank pressure monitors at identified Appendix A Tank Systems	220 Days after the Effective Date of the Consent Decree	
V. (Compliance Requirements)	26(c) and (e)	Tank pressure Trigger Point and Leak Point development and Performance optimization period for open loop tank pressure monitors	220 Days after the Effective Date of the Consent Decree	
Section VIII. Periodic Reporting	40-43	Semi-Annual Report		July 31 and January 31 annually