



**UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 8**

1595 Wynkoop Street
DENVER, CO 80202-1129
Phone 800-227-8917
<http://www.epa.gov/region08>

Ref: 8P-AR

JAN - 6 2015

Judson Williams
Chief Financial Officer
Monarch Natural Gas, LLC
5613 DTC Parkway, Suite 200
Greenwood Village, Colorado 80111

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Re: Final Part 71 Operating Permit
Title V Permit #V-UO-000021-2008.00
Monarch Natural Gas, LLC
Riverbend Compressor Station

Dear Mr. Williams:

This is regarding the initial 40 CFR Part 71 Title V operating permit (Part 71 permit) for Monarch Natural Gas LLC's (Monarch's) Riverbend Compressor Station. The public comment period for the draft of this permit action ended on November 10, 2014. No comments were received from the public, affected states, or tribes during the public comment period.

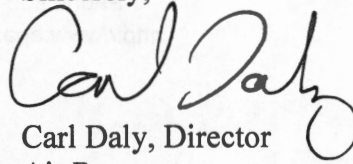
Based on the information provided in Monarch's initial Part 71 permit application and subsequent application updates, the EPA hereby issues the initial Part 71 permit for the Riverbend Compressor Station. Enclosed you will find the final Part 71 permit for the facility. The new effective permit number is V-UO-000021-2008.00.

Please review each condition carefully and note any restrictions placed on this source. Procedures for appealing this permit can be found in 40 CFR 71.11(l). A petition to the Environmental Appeals Board (EAB) must be filed within 30 days of receipt of this final permit action.



If you have any questions concerning the enclosed final permit, please contact Eric Wortman of my staff at (303) 312-6649.

Sincerely,



Carl Daly, Director
Air Program

Enclosures

cc: Manuel Myore, Energy, Minerals, & Air Director, Ute Indian Tribe
Charlene Pearson, Monarch Natural Gas, LLC
Erin Hallenburg, Environmental Engineer, Hill West Environmental





**United States Environmental Protection Agency
Region 8
Air Program
1595 Wynkoop Street
Denver, Colorado 80202**

**Air Pollution Control Permit to Operate
Title V Operating Permit Program at 40 CFR Part 71**

In accordance with the provisions of Title V of the Clean Air Act (CAA) and the Title V Operating Permit Program at 40 CFR Part 71 (Part 71) and applicable rules and regulations,

**Monarch Natural Gas, LLC
Riverbend Compressor Station**

is authorized to operate air emission units and to conduct other air pollutant emitting activities in accordance with the permit conditions listed in this permit.

This source is authorized to operate at the following location:

**Uintah and Ouray Indian Reservation
Latitude 39° 58' 55.543" N, Longitude 109° 50' 51.125" W
Uintah County, Utah**

Terms not otherwise defined in this permit have the meaning assigned to them in the referenced regulations. All terms and conditions of the permit are enforceable by the EPA and citizens under the CAA.

A handwritten signature in black ink, reading "Carl Daly", is positioned above a horizontal line.

Carl Daly, Director
Air Program
U.S. EPA Region 8



U.S. Environmental Protection Agency
Office of Air Quality Planning and Standards
Research Triangle Park, NC 27711

The following information is provided for your information only. It is not intended to be used as a basis for any legal action.

This document contains information that is confidential under the Freedom of Information Act (5 U.S.C. 552) and is exempt from public release under 40 CFR Part 101.6.

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U.S. Environmental Protection Agency

Office of Air Quality Planning and Standards

Research Triangle Park, NC 27711

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U.S. EPA Region 4
Air Program

**Air Pollution Control Permit to Operate
Title V Operating Permit Program at 40 CFR Part 71**

**Monarch Natural Gas, LLC
Riverbend Compressor Station**

Permit Number: V-UO-000021-2008.00
Replaces Permit No.: N/A

Issue Date: January 6, 2015
Effective Date: January 6, 2015
Expiration Date: January 6, 2020

The permit number cited above should be referenced in future correspondence regarding this source.

Table 1. Part 71 Permitting History

Date of Action	Permit Number	Type of Action	Description of Action
January 6, 2015	V-UO-000021-2008.00	Initial Permit	N/A

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I. Facility Information and Emission Unit Identification

A. Facility Information

Parent Company Name: Monarch Natural Gas, LLC

Plant Operator & Name: Riverbend Compressor Station

Plant Location: Latitude 39° 58' 55.543" N, Longitude 109° 50' 51.125" W

Region: 8

State: Utah

County: Uintah

Reservation: Uintah and Ouray Indian Reservation

Tribe: Ute Indian Tribe

Responsible Official: Chief Financial Officer – Monarch Natural Gas, LLC

SIC Code: 1311 – Crude Petroleum and Natural Gas

Description:

The Riverbend Compressor Station gathers hydrocarbons (natural gas and natural gas condensate) from surrounding well sites via a gathering pipeline system. The natural gas condensate gathered in the well field is temporary stored in storage tanks in the field prior to being sent to the Riverbend Compressor Station. The stabilized natural gas condensate from the well field is then routed to natural gas condensate storage tanks at the Riverbend Compressor Station. The natural gas is sent to two triethylene glycol dehydration units to remove water vapor entrained in the gas stream. The natural gas is then compressed using four (4) natural gas-fired compressor engines. The compressed natural gas is routed to the gas sales pipeline. The natural gas condensate is transported off site by tanker trucks. The facility also uses a methanol injection system to reduce the formation of hydrates in the gas stream.

B. Facility Emission Points

Table 2 - Emission Units and Emission Generating Activities

Unit I.D.	Description	Control Equipment
RB#1	Caterpillar G3516LE; 1,340 hp* 4-Stroke Lean-Burn Reciprocating Internal Combustion Engines Natural Gas-Fired Serial No. 4EK04225 Site Installed: 7/20/2013 Mfg*: 10/2004	Oxidation Catalyst
RB#2	Serial No. 4EK04234 Site Installed: 7/26/2013 Mfg: 9/2004	
RB#3	Serial No. 4EK04235 Site Installed: 6/23/2013 Mfg: 10/2004	
RB#5	Serial No. 4EK04227 Site Installed: 9/15/2015 Mfg: 9/30/2004	
Dehy#3	24 MMscfd Triethylene Glycol Dehydration Unit Serial No. EL2D78607-01 Installed: 1/1/2006	
Dehy#4	25 MMscfd Triethylene Glycol Dehydration Unit Serial No. EL9G35501-02 Installed: 12/12/2007	Thermal Oxidizer
T-1 T-2 T-3	400 bbl* Condensate Storage Tanks 6,000 bbl/year total throughput Installed: 2/1/2007 Installed: 11/1/2011 Installed: 11/1/2011	Thermal Oxidizer
T-4 T-5 T-6 T-7 T-8	Methanol (MeOH) Storage Tanks 300 bbl capacity Installed: 11/1/2011 300 bbl capacity Installed: 11/1/2011 210 bbl capacity Installed: 11/1/2004 210 bbl capacity Installed: Unknown 210 bbl capacity Installed: Unknown	None (Insignificant Emission Unit)
F-1	Fugitive Emissions	None
P-1	33 Natural Gas-Driven Pneumatic Pumps	None

Unit I.D.	Description	Control Equipment
-	Pigging Operations	None (Insignificant Emission Unit)
-	Condensate Truck Loading	None (Insignificant Emission Unit)
-	0.750 MMBtu/hr Reboiler Heater #3	Operation and Maintenance Standards
-	0.500 MMBtu/hr Reboiler Heater #4	Operation and Maintenance Standards
-	0.250 MMBtu/hr natural gas-fired production heater	None (Insignificant Emission Unit)
-	1.0 MMBtu/hr natural gas-fired heater/treater	None (Insignificant Emission Unit)
-	2.5 MMBtu/hr natural gas-fired reboiler	None (Insignificant Emission Unit)
-	Two (2) 0.250 MMBtu/hr natural gas-fired line heaters	None (Insignificant Emission Unit)

* Mfg = Manufactured; hp = horsepower; bbl = barrel; MMscfd = million standard cubic feet per day; MMBtu = million British thermal units.

II. National Emission Standards for Hazardous Air Pollutants From Oil and Natural Gas Production Facilities – 40 CFR Part 63, Subpart HH

A. Applicability [40 CFR 63.760]

40 CFR Part 63, Subpart HH applies to the 24 MMscfd glycol dehydrator identified as Dehy#3 and the 25 MMscfd glycol dehydrator identified as Dehy#4 in Table 2 of this permit. [63.760(b)(1)(i)]

B. General Standards [40 CFR 63.764]

1. The General Provisions at 40 CFR Part 63, Subpart A apply as specified in Table 2 of 40 CFR Part 63, Subpart HH. Notwithstanding conditions in this permit, the Permittee shall comply with all applicable requirements of 40 CFR Part 63, Subpart A.
2. All reports required under 40 CFR Part 63, Subpart A shall be sent to the EPA at the following address as listed in §63.13:

Director, Air and Toxics Technical Enforcement Program, 8ENF-AT
Office of Enforcement, Compliance and Environmental Justice
1595 Wynkoop Street, Denver, CO 80202–1129
3. Except as specified in §63.764(e), the Permittee shall comply with the following requirements for the glycol dehydrator:
 - (a) The control requirements for glycol dehydrator process vents specified in §63.765;
 - (b) The monitoring requirements specified in §63.773; and
 - (c) The recordkeeping and reporting requirements specified in §§63.774 and 63.775.

4. At all times the Permittee must operate and maintain any glycol dehydrator, including associated air pollution control equipment and monitoring equipment, in a manner consistent with safety and good air pollution control practices for minimizing emissions. Determination of whether such operation and maintenance procedures are being used will be based on information available to the EPA which may include, but is not limited to, monitoring results, review of operation and maintenance procedures, review of operation and maintenance records, and inspection of the unit. [40 CFR 63.764(j)]

C. Glycol Dehydration Unit Process Vent Standards [40 CFR 63.765]

The Permittee shall comply with the control equipment requirements as follows:

1. For each cover, the Permittee shall comply with the cover requirements specified in §63.771(b);
2. For each closed-vent system, the Permittee shall comply with the closed-vent system requirements specified in §63.771(c);
3. For each control device, the Permittee shall comply with the applicable control device requirements specified in §63.771(d) or §63.771(f) ; and
4. For each process modification made to comply with glycol dehydrator process vent standards at §63.765(c)(2), the Permittee shall comply with the process modification standards specified in §63.771(e).

D. Inspection and Monitoring Requirements [40 CFR 63.773]

1. For each closed-vent system or cover required by the Permittee to comply with 40 CFR Part 63, Subpart HH, the Permittee shall comply with the inspection and monitoring requirements specified in §63.773(c).
2. For each control device required by the Permittee to comply with 40 CFR Part 63, Subpart HH, the Permittee shall comply with the inspection and monitoring requirements as specified in §63.773(b) or §63.773(d).

E. Recordkeeping Requirements [40 CFR 63.774]

1. The recordkeeping provisions of 40 CFR Part 63, Subpart A, that apply and those that do not apply to the Permittee are listed in Table 2 of 40 CFR Part 63, Subpart HH.
2. The Permittee shall maintain the records specified in §§63.774(b), (c), (d), (e), (g), and (h).
3. Except as specified in §§63.774(c), 63.774(d), and 63.774(f), the Permittee shall maintain the records specified in §63.774(b).

4. If compliance with the benzene emission limit specified in §63.765(b)(1)(ii) is elected, the Permittee shall document, to the Administrator's satisfaction, the items in §63.774(c).
5. For glycol dehydrators operating at the source that meet the exemption criteria in §63.764(e)(1)(i) or §63.764(e)(1)(ii), the Permittee shall maintain records as specified in §63.774(d).
6. The Permittee shall keep records of the requirements of §63.774(e) when using a flare to comply with §63.771(d).
7. The Permittee shall maintain records, pursuant to §63.774(g), of the occurrence and duration of each malfunction of operation (*i.e.*, process equipment) or the air pollution control equipment and monitoring equipment. The Permittee shall maintain records of actions taken during periods of malfunction to minimize emissions in accordance with §63.764(j), including corrective actions to restore malfunctioning process and air pollution control and monitoring equipment to its normal or usual manner of operation.
8. The Permittee shall keep records of the requirements of §63.774(h) when using a control device whose model is tested under §63.772(h) to comply with §§63.771(d), (e)(3)(ii) and (f)(1).

F. Reporting Requirements [40 CFR 63.775]

1. The reporting provisions of subpart A of this part, that apply and those that do not apply to the Permittee are listed in Table 2 of this subpart.
2. The Permittee shall submit the information specified in §63.775(b).
3. The Permittee shall submit Notification of Compliance Status Reports as specified in §63.775(d).
4. The Permittee shall submit Periodic Reports as specified in §63.775(e).
5. The Permittee shall submit notifications of process changes as specified in §63.775(f).
6. The Permittee shall comply with any applicable electronic reporting provisions specified at §63.775(g).

III. National Emission Standards for Hazardous Air Pollutants for Reciprocating Internal Combustion Engines - 40 CFR Part 63, Subpart ZZZZ

A. Applicability [40 CFR 63.6585]

40 CFR Part 63, Subpart ZZZZ applies to the following emission units:

1. Caterpillar G3516LE engine identified as RB#1 in Table 2 of this permit;

2. Caterpillar G3516LE engine identified as RB#2 in Table 2 of this permit;
3. Caterpillar G3516LE engine identified as RB#3 in Table 2 of this permit; and
4. Caterpillar G3516LE engine identified as RB#5 in Table 2 of this permit.

B. General Provisions [40 CFR 63.6665]

1. The General Provisions at 40 CFR Part 63, Subpart A apply as specified in Table 8 of 40 CFR Part 63, Subpart ZZZZ. Notwithstanding conditions in this permit, the Permittee shall comply with all applicable requirements of 40 CFR Part 63, Subpart A.
2. All reports required under 40 CFR Part 63, Subpart A shall be sent to the EPA at the following address as listed in §63.13:

Director, Air and Toxics Technical Enforcement Program, 8ENF-AT
Office of Enforcement, Compliance and Environmental Justice
1595 Wynkoop Street, Denver, CO 80202-1129

C. Emission and Operating Limitations [40 CFR 63.6600 and 63.6605]

1. Pursuant to §63.6600, compliance with the numerical emission limitations established in 40 CFR Part 63, Subpart ZZZZ shall be based on the results of testing the average of three 1-hour runs using the testing requirements and procedures in §63.6620 and Table 4 of 40 CFR Part 63, Subpart ZZZZ.
2. The Permittee must comply with the emission limitations and operating limitations specified in §63.6600.
3. The Permittee must be in compliance with the emission limitations and operating limitations that apply at all times. [40 CFR 63.6605(a)]
4. The Permittee must operate and maintain any affected source, including associated air pollution control equipment and monitoring equipment, in a manner consistent with safety and good air pollution control practices for minimizing emissions at all times. The general duty to minimize emissions does not require the Permittee to make any further efforts to reduce emissions if the required levels have been achieved. Determination of whether such operations and maintenance procedures are being used will be based on information available to the EPA, which may include, but is not limited to, monitoring results, review of operation and maintenance procedures, review of operation and maintenance records, and inspection of the source. [40 CFR 63.6605(b)]

D. Testing and Initial Compliance Requirements [40 CFR 63.6610, 63.6615, 63.6620, and 63.6625]

1. The Permittee must conduct the initial performance tests or other compliance demonstrations requirements as specified in §63.6610.
2. The Permittee must conduct subsequent performance tests as specified in §63.6615.
3. The Permittee must use the performance tests and other procedures specified §63.6620.
4. The Permittee must meet the monitoring, installation, collection, operation and maintenance requirements as specified in §63.6625.
5. The Permittee must demonstrate initial compliance with the emission limitations, operating limitations, and other requirements that apply as specified in §63.6630.

E. Continuous Compliance Requirements [40 CFR 63.6635 and 63.6640]

1. The Permittee must monitor and collect data to demonstrate continuous compliance as specified in §63.6635.
2. The Permittee must demonstrate continuous compliance with the emission limitations, operating limitations, and other requirements as specified in §63.6640.

F. Notifications, Reports, and Records [40 CFR 63.6645, 63.6650, 63.6655, 63.6660]

1. The Permittee must submit notifications as specified in §63.6645.
2. The Permittee must submit reports as specified in §63.6650.
3. The Permittee must keep records as specified in §63.6655.
4. The Permittee must keep the records in the format and for the duration as specified in §63.6660.

IV. Requirements of Consent Decree Case No. 2:10-CV-01282-PMW

- A.** This source is subject to the requirements of Consent Decree Case No. 2:10-CV-01282-PMW (Consent Decree), filed and effective on April 6, 2011. Notwithstanding the conditions in this permit, the Permittee shall comply with all applicable provisions of the Consent Decree.

- B. Requirements for the Glycol Dehydrator** [Consent Decree Case No. 2:10-CV-01282-PMW, Section A-1, Paragraph 6]
1. Requirements of Consent Decree Case No. 2:10-CV-01282-PMW, Paragraph 6
 - (a) Each dehydrator is subject to the total HAP emission limits, recordkeeping, and reporting requirements set forth in 40 CFR Part 63, Subpart HH.
 - (b) The Permittee shall operate a thermal oxidizer on the dehydrators that achieves a 95% by weight or greater reduction of VOC emissions.
 - (c) The Permittee shall operate a continuous monitoring system, as described in Appendix A of the Consent Decree, to demonstrate the thermal oxidizer is meeting the 95% by weight or greater reduction of VOC emissions.
- C. Requirements for Storage Tanks** [Consent Decree Case No. 2:10-CV-01282-PMW, Section A-2, Paragraph 7]
1. Requirements of Consent Decree Case No. 2:10-CV-01282-PMW, Paragraph 7
 - (a) The Permittee shall continuously control VOC and HAP emission from the condensate, produced water, and slop oil storage tanks using either the thermal oxidizer or an alternative control device system that meets the specifications and operational requirements in Section IV.A-1 of the Consent Decree.
- D. Requirements for Compressor Engines** [Consent Decree Case No. 2:10-CV-01282-PMW, Section A-3, Paragraphs 8, 9, and 10]
1. Requirements of Consent Decree Case No. 2:10-CV-01282-PMW, Paragraph 8
 - (a) The reciprocating internal combustion engines (RICE) are subject to the emission limits, recordkeeping, and reporting requirements set forth in 40 CFR Part 63, Subpart ZZZZ.
 2. Requirements of Consent Decree Case No. 2:10-CV-01282-PMW, Paragraph 9
 - (a) All control devices on RICE shall meet an emission limit of 2.0 gram per horse power hour (g/hp-hr) for NO_x and 2 g/hp-hr for CO, when the RICE are operating at a 90% load or higher.
 3. Requirements of Consent Decree Case No. 2:10-CV-01282-PMW, Paragraph 10
 - (a) The Permittee shall conduct annual performance tests for NO_x and CO using EPA Reference Methods in accordance with the Reference Method Test Protocol that shall be submitted to EPA at least 60 days in advance of testing the new RICE.

- (b) For additional tests performed using the same Reference Method Test Protocol, the Permittee is not required to submit the Protocol to the EPA for approval as long as the Permittee continues to comply with all requirements of the Test Protocol.

E. General Recordkeeping Requirements [Consent Decree Case No. 2:10-CV-01282-PMW, Section A-8, Paragraph 18]

- 1. Requirements of Consent Decree Case No. 2:10-CV-01282-PMW, Paragraph 18
 - (a) The Permittee shall maintain records and information adequate to demonstrate compliance with the requirements of Section IV of the Consent Decree, and shall report the status of compliance with these requirements in the Annual Reports submitted pursuant to Section VII of the Consent Decree.
 - (b) The Permittee shall submit all applicable reports as required under 40 CFR Part 63, Subpart HHs and ZZZZ.

F. General Pollution Control Requirements [Consent Decree Case No. 2:10-CV-01282-PMW, Section A-9, Paragraph 19]

- 1. Requirements of Consent Decree Case No. 2:10-CV-01282-PMW, Paragraph 19
 - (a) All emission capture, collection and pollution abatement equipment, including vent lines, connections, fittings, valves, relief valves, hatches and other appurtenances required in Section IV.A. of the Consent Decree must be maintained in good working order and operated properly at all times that the Riverbend Compressor Station is operated.

G. Startup, Shutdown, Malfunction and Non-operation [Consent Decree Case No. 2:10-CV-01282-PMW, Section A-10, Paragraph 20]

- 1. Requirements of Consent Decree Case No. 2:10-CV-01282-PMW, Paragraph 20
 - (a) Affected sources that are subject to 40 CFR Part 63, Subpart HH shall comply with the provisions of 40 CFR §63.762 during all periods of startup, shutdown, and malfunction and non-operation of such affected sources.
 - (b) Affected sources that are subject to 40 CFR Part 63, Subpart ZZZZ shall comply with the provisions of 40 CFR §63.6605 during all periods of startup, shutdown, malfunction and non-operation of such affected sources.

V. Facility-Wide Requirements [40 CFR 71.6(a)(1)]

Conditions in this section of this permit apply to all emissions units located at the source, including any units not specifically listed in Table 2 of the Facility Emission Points section of this permit.

A. Recordkeeping Requirements [40 CFR 71.6(a)(3)(ii)]

The Permittee shall comply with the following generally applicable recordkeeping requirements:

1. If the Permittee determines that his or her stationary source that emits (or has the potential to emit, without considering controls) one or more hazardous air pollutants (HAPs) is not subject to a relevant standard or other requirement established under 40 CFR Part 63, the Permittee shall keep a record of the applicability determination on site at the source for a period of 5 years after the determination, or until the source changes its operations to become an affected source, whichever comes first. The record of the applicability determination shall include an analysis (or other information) that demonstrates why the Permittee believes the source is unaffected (e.g., because the source is an area source). [40 CFR 63.10(b)(3)]
2. Records shall be kept of off permit changes, as required by the Off Permit Changes section of this permit.

B. Reporting Requirements [40 CFR 71.6(a)(3)(iii)]

1. The Permittee shall submit to the EPA all reports of any required monitoring under this permit semiannually. The first report shall cover the period from the effective date of this permit through December 31st, 2014. Thereafter, the report shall be submitted semi-annually, by April 1st and October 1st of each year. The report due on April 1st shall cover the 6 month period ending on the last day of December before the report is due. The report due on October 1st shall cover the 6 month period ending on the last day of June before the report is due. All instances of deviations from permit requirements shall be clearly identified in such reports. All required reports shall be certified by a responsible official consistent with the Submissions section of this permit.

[Explanatory note: This provision does not alter the January 30th due date for the Annual Report required by Paragraph 87 of the Consent Decree. However, the Annual Report may satisfy the requirements of the semi-annual report due on April 1st. To help Part 71 Permittees meet reporting responsibilities, the EPA has developed a form "SIXMON" for 6 month monitoring reports. The form may be found on EPA's website at: <http://www.epa.gov/air/oaqps/permits/p71/forms.html>]

2. "Deviation" means any situation in which an emissions unit fails to meet a permit term or condition. A deviation is not always a violation. A deviation can be determined by observation or through review of data obtained from any testing, monitoring, or recordkeeping established in accordance with §71.6(a)(3)(i) and (a)(3)(ii). For a situation lasting more than 24 hours which

constitutes a deviation, each 24 hour period is considered a separate deviation. Included in the meaning of deviation are any of the following:

- (a) A situation where emissions exceed an emission limitation or standard;
 - (b) A situation where process or emissions control device parameter values indicate that an emission limitation or standard has not been met; or
 - (c) A situation in which observations or data collected demonstrate noncompliance with an emission limitation or standard or any work practice or operating condition required by the permit.
3. The Permittee shall promptly report to the EPA deviations from permit requirements, including those attributable to upset conditions as defined in this permit, the probable cause of such deviations, and any corrective actions or preventive measures taken. "Prompt" is defined as follows:
- (a) Any definition of "prompt" or a specific time frame for reporting deviations provided in an underlying applicable requirement as identified in this permit.
 - (b) Where the underlying applicable requirement fails to address the time frame for reporting deviations, reports of deviations will be submitted based on the following schedule:
 - (i) For emissions of a HAP or a toxic air pollutant (as identified in the applicable regulation) that continue for more than an hour in excess of permit requirements, the report must be made within 24 hours of the occurrence.
 - (ii) For emissions of any regulated air pollutant, excluding a HAP or a toxic air pollutant that continues for more than two (2) hours in excess of permit requirements, the report must be made within 48 hours.
 - (iii) For all other deviations from permit requirements, the report shall be submitted with the semi-annual monitoring report.
 - (c) If any of the conditions in (i) or (ii) of paragraph (b) above are met, the Permittee must notify EPA by telephone (1-800-227-6312), facsimile (303-312-6409), or by email to r8airreportenforcement@epa.gov based on the timetables listed above. *[Notification must specify that this notification is a deviation report for a Part 71 permit].* A written notice, certified consistent with the Submissions section of this permit must be submitted within ten working days of the occurrence. All deviations reported under this section must also be identified in the 6-month report required under Condition 1 in this section of this permit.

[Explanatory note: To help Part 71 Permittees meet reporting responsibilities, the EPA has developed a form "PDR" for prompt deviation reporting. The form may be found on the EPA's website at: <http://www.epa.gov/air/oaqps/permits/p71forms.html>]

VI. General Provisions

A. Annual Fee Payment [40 CFR 71.9]

1. The Permittee shall pay an annual permit fee in accordance with the procedures outlined below.
2. The Permittee shall pay the annual permit fee each year no later than April 1st. The fee shall cover the previous calendar year.
3. The fee payment shall be in United States currency and shall be paid by money order, bank draft, certified check, corporate check, or electronic funds transfer payable to the order of the U.S. Environmental Protection Agency.
4. The Permittee shall send fee payment and a completed fee filing form to:

**For regular U.S. Postal Service mail
express mail**

U.S. Environmental Protection Agency
FOIA and Miscellaneous Payments
Cincinnati Finance Center
P.O. Box 979078
St. Louis, MO 63197-9000

For non-U.S. Postal Service

(FedEx, Airborne, DHL, and UPS)

U.S. Bank
Government Lockbox 979078
U.S. EPA FOIA & Misc. Payments
1005 Convention Plaza
SL-MO-C2-GL
St. Louis, MO 63101

5. The Permittee shall send an updated fee calculation worksheet form and a photocopy of each fee payment check (or other confirmation of actual fee paid) submitted annually by the same deadline as required for fee payment to the address listed in the Submissions section of this permit.

[Explanatory note: The fee filing form “FF” and the fee calculation worksheet form “FEE” may be found on the EPA website at:

<http://www.epa.gov/air/oaqps/permits/p71/forms.html>]

6. Basis for calculating annual fee:
 - (a) The annual emissions fee shall be calculated by multiplying the total tons of actual emissions of all “regulated pollutants (for fee calculation)” emitted from the source by the presumptive emissions fee (in dollars per ton) in effect at the time of calculation.
 - (i) “Actual emissions” means the actual rate of emissions in tpy of any regulated pollutant (for fee calculation) emitted from a Part 71 source over the preceding calendar year. Actual emissions shall be calculated using each emissions unit’s actual operating hours, production rates, in-place control equipment, and types of materials processed, stored, or combusted during the preceding calendar year.

- (ii) Actual emissions shall be computed using methods required by the permit for determining compliance, such as monitoring or source testing data.
- (iii) If actual emissions cannot be determined using the compliance methods in the permit, the Permittee shall use other federally recognized procedures.

[Explanatory note: The presumptive fee amount is revised each calendar year to account for inflation, and it is available from the EPA prior to the start of each calendar year.]

- (b) The Permittee shall exclude the following emissions from the calculation of fees:
 - (i) The amount of actual emissions of each regulated pollutant (for fee calculation) that the source emits in excess of 4,000 tpy;
 - (ii) Actual emissions of any regulated pollutant (for fee calculation) already included in the fee calculation; and
 - (iii) The quantity of actual emissions (for fee calculation) of insignificant activities [defined in §71.5(c)(11)(i)] or of insignificant emissions levels from emissions at the source identified in the Permittee's application pursuant to §71.5(c)(11)(ii).

- 7. Fee calculation worksheets shall be certified as to truth, accuracy, and completeness by a responsible official.

[Explanatory note: The fee calculation worksheet form already incorporates a section to help you meet this responsibility.]

- 8. The Permittee shall retain fee calculation worksheets and other emissions-related data used to determine fee payment for 5 years following submittal of fee payment. [Emission-related data include, for example, emissions-related forms provided by the EPA and used by the Permittee for fee calculation purposes, emissions-related spreadsheets, and emissions-related data, such as records of emissions monitoring data and related support information required to be kept in accordance with §71.6(a)(3)(ii).]
- 9. Failure of the Permittee to pay fees in a timely manner shall subject the Permittee to assessment of penalties and interest in accordance with §71.9(1).
- 10. When notified by the EPA of underpayment of fees, the Permittee shall remit full payment within 30 days of receipt of notification.
- 11. A Permittee who thinks an EPA-assessed fee is in error and who wishes to challenge such fee, shall provide a written explanation of the alleged error to the EPA along with full payment of the EPA assessed fee.

B. Annual Emissions Inventory [40 CFR 71.9(h)(1)and (2)]

1. The Permittee shall submit an annual emissions report of its actual emissions for both criteria pollutants and regulated HAPs for this source for the preceding calendar year for fee assessment purposes. The annual emissions report shall be certified by a responsible official and shall be submitted each year to the EPA by April 1st.
2. The annual emissions report shall be submitted to the EPA at the address listed in the Submissions section of this permit.

[Explanatory note: An annual emissions report, required at the same time as the fee calculation worksheet by §71.9(h), has been incorporated into the fee calculation worksheet form as a convenience.]

C. Compliance Requirements [40 CFR 71.6(a)(6), Section 113(a) and 113(e)(1) of the CAA, and 40 CFR 51.212, 52.12, 52.33, 60.11(g), 61.12]

1. Compliance with the Permit
 - (a) The Permittee must comply with all conditions of this Part 71 permit. Any permit noncompliance constitutes a violation of the CAA and is grounds for enforcement action; for permit termination, revocation and reissuance, or modification; or for denial of a permit renewal application.
 - (b) It shall not be a defense for a Permittee in an enforcement action that it would have been necessary to halt or reduce the permitted activity in order to maintain compliance with the conditions of this permit.
 - (c) For the purpose of submitting compliance certifications in accordance with §71.6(c)(5), or establishing whether or not a person has violated or is in violation of any requirement of this permit, nothing shall preclude the use, including the exclusive use, of any credible evidence or information, relevant to whether a source would have been in compliance with applicable requirements if the appropriate performance or compliance test or procedure had been performed.
2. Compliance Schedule [40 CFR 71.5(c)(8)(iii)]
 - (a) For applicable requirements with which the source is in compliance, the source will continue to comply with such requirements.
 - (b) For applicable requirements that will become effective during the permit term, the source shall meet such requirements on a timely basis.
3. Compliance Certifications [40 CFR 71.6(c)(5)]
 - (a) The Permittee shall submit to the EPA a certification of compliance with permit terms and conditions, including emission limitations, standards,

or work practices annually by April 1st, and shall cover the same 12-month period as the two consecutive semi-annual monitoring reports.

[Explanatory note: To help Part 71 Permittees meet reporting responsibilities, the EPA has developed a reporting form for annual compliance certifications. The form may be found on EPA website at: <http://www.epa.gov/air/oagps/permits/p71forms.html>]

- (b) The compliance certification shall be certified as to truth, accuracy, and completeness by a responsible official consistent with §71.5(d).
- (c) The certification shall include the following:
 - (i) Identification of each permit term or condition that is the basis of the certification;
 - (ii) The identification of the method(s) or other means used for determining the compliance status of each term and condition during the certification period, and whether such methods or other means provide continuous or intermittent data. Such methods and other means shall include, at a minimum, the methods and means required in this permit. If necessary, the Permittee also shall identify any other material information that must be included in the certification to comply with Section 113(c)(2) of the CAA, which prohibits knowingly making a false certification or omitting material information;
 - (iii) The status of compliance with each term and condition of the permit for the period covered by the certification based on the method or means designated in (ii) above. The certification shall identify each deviation and take it into account in the compliance certification;
 - (iv) Such other facts as the EPA may require to determine the compliance status of the source; and
 - (v) Whether compliance with each permit term was continuous or intermittent.

D. Duty to Provide and Supplement Information

[40 CFR 71.6(a)(6)(v), 71.5(a)(3), and 71.5(b)]

1. The Permittee shall furnish to the EPA, within a reasonable time, any information that EPA may request in writing to determine whether cause exists for modifying, revoking, and reissuing, or terminating the permit, or to determine compliance with the permit. Upon request, the Permittee shall also furnish to the EPA copies of records that are required to be kept pursuant to the terms of the permit, including information claimed to be confidential. Information claimed to be confidential must be accompanied by a claim of confidentiality according to the provisions of 40 CFR Part 2, Subpart B.
2. The Permittee, upon becoming aware that any relevant facts were omitted or incorrect information was submitted in the permit application, shall promptly submit such supplementary facts or corrected information. In addition, a Permittee shall provide additional information as necessary to address any

requirements that become applicable after the date a complete application is filed, but prior to release of a draft permit.

E. Submissions [40 CFR 71.5(d), 71.6(c)(1) and 71.9(h)(2)]

1. Any document (application form, report, compliance certification, etc.) required to be submitted under this permit shall be certified by a responsible official as to truth, accuracy, and completeness. Such certifications shall state that based on information and belief formed after reasonable inquiry, the statements and information in the document are true, accurate, and complete.

[Explanatory note: the EPA has developed a reporting form “CTAC” for certifying truth, accuracy and completeness of Part 71 submissions. The form may be found on EPA website at: <http://www.epa.gov/air/oaqps/permits/p71forms.html>]

2. All fee calculation worksheets and applications for renewals and permit modifications shall be submitted to:

Part 71 Permit Contact, Air Program, 8P-AR
U.S. Environmental Protection Agency,
1595 Wynkoop Street
Denver, Colorado 80202

3. Except where otherwise specified, all reports, test data, monitoring data, notifications, and compliance certifications shall be submitted to:

Director, Air Toxics and Technical Enforcement Program, 8ENF-AT
U.S. Environmental Protection Agency,
1595 Wynkoop Street
Denver, Colorado 80202

F. Severability Clause [40 CFR 71.6(a)(5)]

The provisions of this permit are severable, and in the event of any challenge to any portion of this permit, or if any portion is held invalid, the remaining permit conditions shall remain valid and in force.

G. Permit Actions [40 CFR 71.6(a)(6)(iii)]

This permit may be modified, revoked, reopened, and reissued, or terminated for cause. The filing of a request by the Permittee for a permit modification, revocation and reissuance, or termination, or of a notification of planned changes or anticipated noncompliance does not stay any permit condition.

H. Administrative Permit Amendments [40 CFR 71.7(d)]

The Permittee may request the use of administrative permit amendment procedures for a permit revision that:

1. Corrects typographical errors;

2. Identifies a change in the name, address, or phone number of any person identified in the permit, or provides a similar minor administrative change at the source;
3. Requires more frequent monitoring or reporting by the Permittee;
4. Allows for a change in ownership or operational control of a source where the EPA determines that no other change in the permit is necessary, provided that a written agreement containing a specific date for transfer of permit responsibility, coverage, and liability between the current and new Permittee has been submitted to the EPA;
5. Incorporates into the Part 71 permit the requirements from preconstruction review permits authorized under an EPA-approved program, provided that such a program meets procedural requirements substantially equivalent to the requirements of §§71.7 and 71.8 that would be applicable to the change if it were subject to review as a permit modification, and compliance requirements substantially equivalent to those contained in §71.6; or
6. Incorporates any other type of change which EPA has determined to be similar to those listed in (1) through (5) above.

[Note to Permittee: If 1 through 5 above do not apply, please contact the EPA for a determination of similarity prior to submitting your request for an administrative permit amendment under this provision.]

I. Minor Permit Modifications [40 CFR 71.7(e)(1)]

1. The Permittee may request the use of minor permit modification procedures only for those modifications that:
 - (a) Do not violate any applicable requirement;
 - (b) Do not involve significant changes to existing monitoring, reporting, or recordkeeping requirements in the permit;
 - (c) Do not require or change a case-by-case determination of an emission limitation or other standard, or a source-specific determination for temporary sources of ambient impacts, or a visibility or increment analysis;
 - (d) Do not seek to establish or change a permit term or condition for which there is no corresponding underlying applicable requirement and that the source has assumed to avoid an applicable requirement to which the source would otherwise be subject. Such terms and conditions include:
 - (i) A federally enforceable emissions cap assumed to avoid classification as a modification under any provision of Title I; and

- (ii) An alternative emissions limit approved pursuant to regulations promulgated under Section 112(i)(5) of the CAA;
 - (e) Are not modifications under any provision of Title I of the CAA; and
 - (f) Are not required to be processed as a significant modification.
- 2. Notwithstanding the list of changes ineligible for minor permit modification procedures in 1 above, minor permit modification procedures may be used for permit modifications involving the use of economic incentives, marketable permits, emissions trading, and other similar approaches, to the extent that such minor permit modification procedures are explicitly provided for in an applicable implementation plan or in applicable requirements promulgated by EPA.
- 3. An application requesting the use of minor permit modification procedures shall meet the requirements of §71.5(c) and shall include the following:
 - (a) A description of the change, the emissions resulting from the change, and any new applicable requirements that will apply if the change occurs;
 - (b) The source's suggested draft permit;
 - (c) Certification by a responsible official, consistent with §71.5(d), that the proposed modification meets the criteria for use of minor permit modification procedures and a request that such procedures be used; and
 - (d) Completed forms for the permitting authority to use to notify affected States as required under §71.8.
- 4. The source may make the change proposed in its minor permit modification application immediately after it files such application. After the source makes the change allowed by the preceding sentence, and until the permitting authority takes any of the actions authorized by §71.7(e)(1)(iv)(A) through (C), the source must comply with both the applicable requirements governing the change and the proposed permit terms and conditions. During this time period, the source need not comply with the existing permit terms and conditions it seeks to modify. However, if the source fails to comply with its proposed permit terms and conditions during this time period, the existing permit terms and conditions it seeks to modify may be enforced against it.
- 5. The permit shield under §71.6(f) may not extend to minor permit modifications.

J. Significant Permit Modifications [40 CFR 71.7(e)(3), 71.8(d), and 71.5(a)(2)]

- 1. The Permittee must request the use of significant permit modification procedures for those modifications that:

- (a) Do not qualify as minor permit modifications or as administrative amendments;
 - (b) Are significant changes in existing monitoring permit terms or conditions; or
 - (c) Are relaxations of reporting or recordkeeping permit terms or conditions.
2. Nothing herein shall be construed to preclude the Permittee from making changes consistent with Part 71 that would render existing permit compliance terms and conditions irrelevant.
3. Permittees must meet all requirements of Part 71 for applications, public participation, and review by affected states and tribes for significant permit modifications. For the application to be determined complete, the Permittee must supply all information that is required by §71.5(c) for permit issuance and renewal, but only that information that is related to the proposed change.

K. Reopening for Cause [40 CFR 71.7(f)]

The permit may be reopened and revised prior to expiration under any of the following circumstances:

1. Additional applicable requirements under the CAA become applicable to a major Part 71 source with a remaining permit term of three or more years. Such a reopening shall be completed no later than 18 months after promulgation of the applicable requirement. No such reopening is required if the effective date of the requirement is later than the date on which the permit is due to expire, unless the original permit or any of its terms and conditions have been extended pursuant to §71.7(c)(3);
2. Additional requirements (including excess emissions requirements) become applicable to an affected source under the acid rain program. Upon approval by the Administrator, excess emissions offset plans shall be deemed to be incorporated into the permit;
3. EPA determines that the permit contains a material mistake or that inaccurate statements were made in establishing the emissions standards or other terms or conditions of the permit; or
4. EPA determines that the permit must be revised or revoked to assure compliance with the applicable requirements.

L. Property Rights [40 CFR 71.6(a)(6)(iv)]

This permit does not convey any property rights of any sort, or any exclusive privilege.

M. Inspection and Entry [40 CFR 71.6(c)(2)]

1. Upon presentation of credentials and other documents as may be required by law, the Permittee shall allow the EPA or an authorized representative to perform the following:
2. Enter upon the Permittee's premises where a Part 71 source is located or emissions-related activity is conducted, or where records must be kept under the conditions of the permit;
3. Have access to and copy, at reasonable times, any records that must be kept under the conditions of the permit;
4. Inspect at reasonable times any facilities, equipment (including monitoring and air pollution control equipment), practices, or operations regulated or required under the permit; and
5. As authorized by the CAA, sample or monitor at reasonable times substances or parameters for the purpose of assuring compliance with the permit or applicable requirements.

N. Emergency Provisions [40 CFR 71.6(g)]

1. In addition to any emergency or upset provision contained in any applicable requirement, the Permittee may seek to establish that noncompliance with a technology-based emission limitation under this permit was due to an emergency. To do so, the Permittee shall demonstrate the affirmative defense of emergency through properly signed, contemporaneous operating logs, or other relevant evidence that:
 - (a) An emergency occurred and that the Permittee can identify the cause(s) of the emergency;
 - (b) The permitted source was at the time being properly operated;
 - (c) During the period of the emergency the Permittee took all reasonable steps to minimize levels of emissions that exceeded the emissions standards, or other requirements in this permit; and
 - (d) The Permittee submitted notice of the emergency to the EPA within two working days of the time when emission limitations were exceeded due to the emergency. This notice must contain a description of the emergency, any steps taken to mitigate emissions, and corrective actions taken. This notice fulfills the requirements for prompt notification of deviations.
2. In any enforcement proceedings the Permittee attempting to establish the occurrence of an emergency has the burden of proof.

3. An “emergency” means any situation arising from sudden and reasonably unforeseeable events beyond the control of the source, including acts of God, which requires immediate corrective action to restore normal operation, and that causes the source to exceed a technology-based emission limitation under the permit due to unavoidable increases in emissions attributable to the emergency. An emergency shall not include noncompliance to the extent caused by improperly designed equipment, lack of preventive maintenance, careless or improper operation, or operator error.

O. Transfer of Ownership or Operation [40 CFR 71.7(d)(1)(iv)]

A change in ownership or operational control of this source may be treated as an administrative permit amendment if the EPA determines no other change in this permit is necessary and provided that a written agreement containing a specific date for transfer of permit responsibility, coverage, and liability between the current and new Permittee has been submitted to the EPA.

P. Off Permit Changes [40 CFR 71.6(a)(12) and 40 CFR 71.6(a)(3)(ii)]

The Permittee is allowed to make certain changes without a permit revision, provided that the following requirements are met, and that all records required by this section are kept for a period of five (5) years:

1. Each change is not addressed or prohibited by this permit;
2. Each change shall meet with all applicable requirements and shall not violate any existing permit term or condition;
3. Changes under this provision may not include changes subject to any requirement of 40 CFR Parts 72 through 78 or modifications under any provision of Title I of the CAA;
4. The Permittee must provide contemporaneous written notice to the EPA of each change, except for changes that qualify as insignificant activities under §71.5(c)(11). The written notice must describe each change, the date of the change, any change in emissions, pollutants emitted, and any applicable requirements that would apply as a result of the change;
5. The permit shield does not apply to changes made under this provision;
6. The Permittee must keep a record describing all changes that result in emissions of any regulated air pollutant subject to any applicable requirement not otherwise regulated under this permit, and the emissions resulting from those changes;
7. The notice shall be kept on site and made available to the EPA on request, in accordance with the general recordkeeping provision of this permit; and
8. Submittal of the written notice required above shall not constitute a waiver, exemption, or shield from applicability of any applicable standard or PSD

permitting requirements under 40 CFR 52.21 that would be triggered by the change.

Q. Permit Expiration and Renewal [40 CFR 71.5(a)(1)(iii), 71.5(a)(2), 71.5(c)(5), 71.6(a)(11), 71.7(b), 71.7(c)(1), and 71.7(c)(3)]

1. This permit shall expire upon the earlier occurrence of the following events:
 - (a) Five (5) years elapse from the date of issuance; or
 - (b) The source is issued a Part 70 or Part 71 permit under an EPA-approved or delegated permit program.
2. Expiration of this permit terminates the Permittee's right to operate unless a timely and complete permit renewal application has been submitted at least 6 months but not more than 18 months prior to the date of expiration of this permit.
3. If the Permittee submits a timely and complete permit application for renewal, consistent with §71.5(a)(2), but the EPA has failed to issue or deny the renewal permit, then all the terms and conditions of the permit, including any permit shield granted pursuant to §71.6(f) shall remain in effect until the renewal permit has been issued or denied.
4. The Permittee's failure to have a Part 71 permit is not a violation of this part until the EPA takes final action on the permit renewal application. This protection shall cease to apply if, subsequent to the completeness determination, the Permittee fails to submit any additional information identified as being needed to process the application by the deadline specified in writing by the EPA.
5. Renewal of this permit is subject to the same procedural requirements that apply to initial permit issuance, including those for public participation, affected State, and tribal review.
6. The application for renewal shall include the current permit number, description of permit revisions and off permit changes that occurred during the permit term, any applicable requirements that were promulgated and not incorporated into the permit during the permit term, and other information required by the application form.

VII. Appendix – Consent Decree Civil Action No. 2:10-CV-01282-PMW

Attached

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF UTAH

FILED IN UNITED STATES DISTRICT
COURT, DISTRICT OF UTAH

APR -6 2011

D. MARK JONES, CLERK
BY _____
DEPUTY CLERK

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

Civil Action No. 2:10CV1282PMW

CONSENT DECREE

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

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

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

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

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

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

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

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

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

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

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

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

I. JURISDICTION AND VENUE

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

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

II. APPLICABILITY

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

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

III. DEFINITIONS

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

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

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

b. “Consent Decree” or “Decree” shall mean this Consent Decree and all appendices attached hereto.

c. “Day” shall mean a calendar Day unless expressly stated to be a business Day or operating Day. In computing any period of time under this Consent Decree, where the last day would fall on a Saturday, Sunday, or federal holiday, the period shall run until the close of business on the next business Day.

d. “Defendants” shall mean Gasco Energy Inc. and Monarch Natural Gas LLC “Defendant” shall mean Gasco Energy Inc. or Monarch Natural Gas LLC, as indicated by the intent and context of the applicable paragraph in which the term is used.

e. “Effective Date” shall mean the date of entry of this Consent Decree by the United States District Court for the District of Utah after satisfaction of the public notice and comment procedures in 28 C.F.R. § 50.7 and Section 113(g) of the Act, 42 U.S.C. § 7413(g).

f. “Gasco” shall mean Gasco Energy Inc.

g. “Indian Country” shall mean any lands held in trust by the United States for an Indian tribe, and as further defined at 18 U.S.C. § 1151 and under applicable federal statutory and case law.

h. “Lodging Date” shall mean the date the United States lodges this Consent Decree with the United States District Court for the District of Utah prior to

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

i. “Monarch” shall mean Monarch Natural Gas LLC.

j. “Month” shall mean a calendar month and includes the first calendar day and runs through and including the last calendar day of each month.

k. “Oil and Natural Gas Production Facility” shall mean an oil or gas exploration or production well and its associated equipment located upstream of compression facilities.

l. “Paragraph” shall mean a portion of this Decree identified by an Arabic numeral.

m. “Pneumatic Controller” shall mean a natural-gas driven pneumatic level controller. For purposes of this Consent Decree, a “high-bleed” Pneumatic Controller is any pneumatic control device that has the capacity to bleed in excess of 6 standard cubic feet of natural gas per hour (i.e., 52,560 scf/year) in normal operation, and a “low-bleed” or “no bleed” actuator is a pneumatic control device that bleeds natural gas at a lesser rate than a “high-bleed” Pneumatic Controller.

n. “Reciprocating Internal Combustion Engine” or “RICE” shall mean a stationary, immobile, natural gas-fired reciprocating internal combustion engine used in natural gas compression service.

o. “Section” shall mean a portion of this Decree identified by a Roman numeral.

p. “TPY” shall mean tons per year.

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

r. “Year” shall mean a calendar year.

IV. EMISSION REDUCTION REQUIREMENTS

A. Riverbend Compressor Station

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

A-1. Dehydrators

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

A-2. Storage Tanks

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

A-3. Compressor Engines

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

9. All control devices on RICE shall meet an emission limit of 2.0 gram per horse power hour ("g/hp-hr") for NO_x and 2 g/hp-hr for CO, when the RICE are operating at a 90% load or higher.

10. Monarch shall conduct annual performance tests for NO_x and CO using EPA Reference Methods in accordance with the Reference Method Test Protocol that shall be submitted to EPA at least sixty (60) Days in advance of testing the RICE. For additional tests performed using the same Reference Method Test Protocol, Monarch is not required to submit the Protocol to EPA for approval as long as Monarch continues to comply with all requirements of the Test Protocol.

A-4. Pneumatic Controllers

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

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

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

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

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

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

A-5. Leak Detection and Repair

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

A-6. Federally Enforceable Emission Limitations

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

A-7. Title V Permit

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

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

A-8. General Recordkeeping Requirement

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

A-9. General Pollution Control Requirement

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

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

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

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

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

B. New Compression Facilities

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

B-1. Dehydrators

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

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

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

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

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

B-2. Storage Tanks

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

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

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

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

B-3. Compressor Engines

31. Each rich-burn and lean-burn RICE with a nameplate rating of 500 hp or greater shall be operated as an engine subject to MACT ZZZZ and each engine shall not exceed emission standards of 1.5 g/hp-hr NO_x and 2.0 g/hp-hr CO when operating at 90% load or higher.

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

B-4. Pneumatic Controllers

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

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

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

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

B-5. Federally Enforceable Emission Limitations

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

B-6. General Recordkeeping Requirement

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

B-7. General Pollution Control Requirement

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

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

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

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

C. Existing Oil and Natural Gas Production Facilities

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

C-1. Dehydrators

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

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

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

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

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

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

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

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

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

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

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

C-2. Storage Tanks

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

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

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

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

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

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

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

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

C-3. Pneumatic Controllers

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

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

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

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

C-4. Federally Enforceable Emission Limitation

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

C-5. General Recordkeeping Requirement

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

C-6. General Pollution Control Requirement

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

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

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

D. New Oil and Natural Gas Production Facilities

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

D-1. Dehydrators

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

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

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

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

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

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

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

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

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

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

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

D-2. Storage Tanks

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

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

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

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

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

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

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

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

D-3. Pneumatic Controllers

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

D-4. Federally Enforceable Limits

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

D-5. General Recordkeeping Requirement

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

D-6. General Pollution Control Requirement

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

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

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

V. LIMITS ON POTENTIAL TO EMIT

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

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

VI. CIVIL PENALTY

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

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

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

VII. RECORDKEEPING AND REPORTING REQUIREMENTS

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

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

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

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

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

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

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

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

VIII. STIPULATED PENALTIES

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

a. Dehydrators

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

b. Storage Tanks

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

c. Compressor Engines

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

d. Pneumatic Controllers

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

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

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

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

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

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

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

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

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

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

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

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

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

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

IX. FORCE MAJEURE

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

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

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

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

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

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

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

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

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

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

X. DISPUTE RESOLUTION

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

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

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

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

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

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

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

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

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

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

XI. INFORMATION COLLECTION AND RETENTION

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

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

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

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

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

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

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

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

XII. EFFECT OF SETTLEMENT/RESERVATION OF RIGHTS

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

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

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

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

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

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

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

XIII. COSTS

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

XIV. NOTICES

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

As to DOJ:

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

As to EPA

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

As to Gasco Energy Inc.

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

As to Monarch Natural Gas LLC

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

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

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

XV. SALES OR TRANSFERS OF OWNERSHIP/OPERATOR INTERESTS

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

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

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

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

XVI. EFFECTIVE DATE

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

XVII. RETENTION OF JURISDICTION

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

XVIII. MODIFICATION

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

XIX. TERMINATION

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

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

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

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

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

XX. PUBLIC PARTICIPATION

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

XXI. SIGNATORIES/SERVICE

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

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

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

XXII. INTEGRATION

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

XXIII. FINAL JUDGMENT

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

Dated and entered this 6th day of April, 2011




UNITED STATES ~~DISTRICT~~ JUDGE
District of Utah Magistrate

FOR PLAINTIFF, UNITED STATES OF AMERICA

 Date December 22, 2010

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

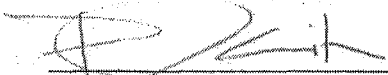
 Date 12/29/10

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

FOR U.S. ENVIRONMENTAL PROTECTION AGENCY

Date

D/15/10


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

FOR GASCO ENERGY INC.-


Date DECEMBER 29, 2010



GASCO ENERGY, INC

FOR MONARCH NATURAL GAS LLC-

Date December 29, 2010



MONARCH NATURAL GAS LLC

BY: C. Judson Williams

Title: Chief Financial Officer

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

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

Appendix C Approved Spreadsheet for Listing Replaced/Retrofitted Pneumatic Controllers

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

Continuous Monitoring System

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

APPENDIX B

Battering Dump Valve Status

Qtr/Qtr	Sec	Twr	Rge	County	Latitude	Longitude	Oil Dump	Water Dump	Cost of parts	Cost of installation	Total Installed Cost	Date Modified
SWSW	36	9S	18E	Uimah	39.98212	-108.34791				\$1,160		
IT plant cold sep												
Fuel gas scrubber												
Dehy #1												
Dehy #2 tower												
Dehy #2 sep									\$733.34			Aug. 2010
#3 fuel scrubber									\$690.90			Aug. 2010
Dehy #3 inlet sep									\$491.67			Aug. 2010
Dehy #4									\$740.90			Aug. 2010
2 coalescer fillers									\$1,131.80			Aug. 2010
2 coalescer fillers									\$690.90			Aug. 2010
HP inlet scrubber									\$1,216.68			Aug. 2010
metal inlet scrubber									\$491.67			Aug. 2010
sal inlet scrubbers									\$733.34			Aug. 2010
IT coalescer fillers									\$733.34			Aug. 2010
ssor #1 (Exterran)									\$733.34			Aug. 2010
ssor #2 (Exterran)									0			Sept. 2010
ssor #3 (Exterran)									0			
ssor #1 (Exterran)									0			
ssor #2 (Exterran)									0			
All Invalco controlfiers replaced with Cemco/Mizer upgrades												
model M4010 is for the Invalco retrofit. The Mizer replacement model M1110 is for the Cemco retrofit.												
									\$9,504.56	\$1,100	\$10,704.56	
									Total Cost			

APPENDIX C

Gathering Dump Valve Status

Qtr/Qu	Sec	Twn	Rce	County	Latitude	Longitude	Total Bleed Rate Reduction*	Annual VOC Reduction**	Amount of Natural gas conserved	Oil Dump	Water Dump	Cost of parts	Cost of installation	Total Installed Cost	Date Modified	E
							scf/hr	TPY	Mcf/yr	Number of units	Number of Units	\$				
1st Plant	SWSW	36	9S	18E	Uintah	39.98212	-109.84791	0	0	1	1		\$1,100		NA	
1st plant cold sep																
Fuel gas scrubber																
Dehy #1							82	1,266	718.32	2		\$733.34			NA	
Dehy #2 tower							41	0.633	359.16	1		\$690.90			Aug 2010	
Dehy #2 sep							41	0.633	359.16	1		\$491.67			Aug 2010	
2nd fuel scrubber							41	0.633	359.16	1		\$740.90			Aug 2010	
Dehy #3 inlet sep							82	1,266	718.32	2		\$1,131.80			Aug 2010	
Dehy #4							41	0.633	359.16	1		\$690.90			Aug 2010	
2 condenser filters							164	2,532	1,436.64	4		\$1,216.68			Aug 2010	
2 condenser filters							164	2,532	1,436.64	4		\$1,216.68			Aug 2010	
HP inlet scrubber							41	0.633	359.16	1		\$491.67			Aug 2010	
HP inlet scrubber							82	1,266	718.32	2		\$733.34			Aug 2010	
HP inlet scrubbers							82	1,266	718.32	2		\$733.34			Aug 2010	
2 condenser filters							82	1,266	718.32	2		\$733.34			Sept 2010	
Separator #1 (Exterran)							0	0	0	2		0			NA	
Separator #2 (Exterran)							0	0	0	1		0			NA	
Separator #3 (Exterran)							0	0	0	1		0			NA	
Separator #1 (Exterran)							0	0	0	2		0			NA	
Separator #2 (Exterran)							0	0	0	1		0			NA	
5-11 D Separator	NWNW	11	10S	18E	Utah		82	1,266	718.32	2		\$733.34			NA	
Asset Compressor Station Separator		20	10S	18E	Utah	#####	82	1,266	718.32	2		\$733.34			Pending Arrival from Supplier	
Scrubber #2		17	10S	18E	Utah	#####	82	1,266	718.32	2		\$733.34			Pending Arrival from Supplier	
Separator Tap 539							82	1,266	718.32	2		\$733.34			Pending Arrival from Supplier	
Canyon 41-20	NENE	20	9S	15E	Duchesne		82	1,266	718.32	2		\$733.34			Pending Arrival from Supplier	
replaced with Centoc/Mizer upgrades model M4010 is for the Invalco retrofit model M1110 is for the Centoc retrofit.												\$13,271.26	\$1,100	\$14,371.26		

* component is 41 scf/hr
 ** per component is 0.633 TPY

APPENDIX C

Gathering Dump Valve Status

Qtr/Year	Sec	Twr	Rge	County	Latitude	Longitude	Total Bleed Rate Reduction** scf/hr	Annual VOC Reduction** TPY	Amount of Natural gas conserved Mcf/yr	Number of units	Oil Dump	Water Pump	Cost of parts \$	Cost of installation	Total Installed Cost	Date Modified
1st Plant	SWSW	36	9S	18E	Ulmah	39.98212	-109.84791	0	0	1	None	None	\$1,100			NA
FF plant cold sep																
Fuel gas scrubber																
Dehy #1								0	0	1	Normal flow bleed					NA
Dehy #2 tower							82	1,266	718.32	2	Cemco		\$733.34			Aug. 2010
Dehy #2 sep							41	0.633	359.16	1	Invenco		\$690.90			Aug. 2010
Dehy #3 sep							41	0.633	359.16	1	Cemco		\$491.67			Aug. 2010
* Not being used, could be taken out of service																
Dehy #5 inlet sep							41	0.633	359.16	1	Invenco		\$740.90			Aug. 2010
Dehy #4							82	1,266	718.32	2	Invenco		\$1,151.80			Aug. 2010
2 coalescer filters							41	0.633	359.16	1	Invenco		\$690.90			Aug. 2010
2 coalescer fillers							164	2,332	1436.64	4	Cemco		\$1,216.68			Aug. 2010
HP inlet scrubber							164	2,332	1436.64	4	Cemco		\$1,216.68			Aug. 2010
HP inlet scrubber							41	0.633	359.16	1	Cemco		\$491.67			Aug. 2010
HP inlet scrubber							82	1,266	718.32	2	Cemco		\$733.34			Aug. 2010
HP inlet scrubbers							82	1,266	718.32	2	Cemco		\$733.34			Aug. 2010
HP coalescer filters							82	1,266	718.32	2	Cemco		\$733.34			Sept. 2010
scr #1 (Exterran)							0	0	0	2	Normal flow bleed		0			NA
scr #2 (Exterran)							0	0	0	1	Normal flow bleed		0			NA
scr #3 (Exterran)							0	0	0	1	Normal flow bleed		0			NA
scr #4 (Exterran)							0	0	0	2	Normal flow bleed		0			NA
scr #5 (Exterran)							0	0	0	1	Normal flow bleed		0			NA
5-11 D Separator	NWVW	11	10S	18E	Ulmah		82	1,266	718.32	2	Cemco or Invalco		\$733.34			Pending Arrival from Supplier
Separator Compressor Station Separator		20	10S	18E	Ulmah	#####	82	1,266	718.32	2	Cemco or Invalco		\$733.34			Pending Arrival from Supplier
Scrubber #2		17	10S	18E	Ulmah	#####	82	1,266	718.32	2	Cemco or Invalco		\$733.34			Pending Arrival from Supplier
star Tap 539					Ulmah	#####	82	1,266	718.32	2	Cemco or Invalco		\$733.34			Pending Arrival from Supplier
Canyon 41-20	NENE	20	9S	15E	Dushesne		82	1,266	718.32	2	Cemco or Invalco		\$733.34			Pending Arrival from Supplier
placed with Cemco/Mizer upgrades																
total M4016 is for the Invalco retrofit.																
total M1110 is for the Cemco retrofit.																
													Total Cost	\$14,371.26		

component is 41 scf/hr.

per component is 0.633 TPY

APPENDIX D

Dump Valve Status

City	County	Latitude	Longitude	API	Lease #	Entity Action #	Spud Date	Date of 1st Prod	Oil Dump	Water Dump	Cost of parts	Cost of Installation	Total Installed Cost
SW NE	Utah	40.01976	-109.76152	43-047-38673	15832		12/05/06	03/24/07	Cemco	Cemco	\$733.34	\$220	\$953.34
SW SE	Utah	40.01827	-109.76152	43-047-38673	15832		12/05/06	03/24/07	Cemco	Cemco	\$733.34	\$220	\$953.34
NW SE	Utah	40.029	-109.82668	43-047-31200	6155		06/16/82	02/02/83	none	Invalco	\$1,131.80	\$220	\$1,351.80
NW SE	Utah	39.95418	-109.87666	43-047-31357	7053		11/18/83	02/04/84	none	none			\$0.00
NW NE	Utah	39.96542	-109.87177	43-047-34312	16263		12/28/04	01/24/05	Maillard	Maillard			\$0.00
SW SW	Utah	39.96734	-109.86719	43-047-31683	10688		12/28/85	06/23/86	none	Maillard			\$0.00
SW SW	Utah	39.96784	-109.86712	43-047-31280	16267		12/14/82	06/11/83	none	Maillard			\$0.00
SW SE	Utah	39.96714	-109.87787	43-047-31539	9665		09/14/84	11/01/84	none	Maillard			\$0.00
SE SE	Utah	39.96658	-109.87421	43-047-31352	10784		09/10/83	11/29/83	none	Maillard			\$0.00
NW NE	Utah	39.96365	-109.87695	43-047-31801	10784		07/27/87	09/26/87	none	Maillard			\$0.00
NW NE	Utah	39.96427	-109.85972	43-047-30826	16270		10/05/81	01/07/82	none	Maillard			\$0.00
NW NE	Utah	39.96228	-109.84653	43-047-35739	14492		12/10/04	01/25/05	Naico/Cemco	Naico/Cemco	\$733.34	\$220	\$953.34
NW NE	Utah	39.94928	-109.88222	43-047-35660	13213		08/11/00	09/19/01	Naico/Cemco	Naico/Cemco	\$733.34	\$220	\$953.34
SW NW	Utah	39.96066	-109.86712	43-047-30409	9005		11/09/00	03/14/81	none	Maillard			\$0.00
SW NW	Utah	39.96312	-109.86612	43-047-30718	16269		09/18/79	01/05/80	none	Maillard			\$0.00
SW NW	Utah	39.96182	-109.86418	43-047-31192	16271		03/05/82	07/24/82	none	Maillard			\$0.00
SW NW	Utah	39.97813	-109.85147	43-047-31190	7075		04/15/82	06/04/82	none	Maillard			\$0.00
SW NW	Utah	39.96055	-109.87002	43-047-31364	4955		11/21/83	02/24/84	none	Maillard			\$0.00
SW NW	Utah	40.00779	-109.84711	43-047-30730	17266		01/15/89	12/09/09	Cemco	Cemco	\$733.34	\$220	\$953.34
SW NW	Utah	40.00358	-109.84895	43-047-35469	16449		10/25/87	03/21/08	Cemco	Cemco	\$733.34	\$220	\$953.34
SW SW	Utah	39.99635	-109.83483	43-047-37647	16121		05/03/07	09/20/07	Cemco	Cemco	\$733.34	\$220	\$953.34
NE NW	Utah	40.0078	-109.84318	43-047-37627	15475		06/25/06	10/29/06	Cemco	Cemco	\$733.34	\$220	\$953.34
NE NW	Utah	40.00028	-109.84477	43-047-36740	15213		06/22/06	06/23/06	Cemco	Cemco	\$733.34	\$220	\$953.34
NE NW	Utah	40.00115	-109.80286	43-047-38465	16538		10/26/07	06/21/08	Cemco	Cemco	\$733.34	\$220	\$953.34
NW NE	Utah	40.00687	-109.83944	43-047-37929	17241		12/03/08	12/10/09	Naico/Cemco	Naico/Cemco	\$733.34	\$220	\$953.34
SW NE	Utah	40.00431	-109.83813	43-047-38352	16349		08/20/07	05/04/08	Naico/Cemco	Naico/Cemco	\$733.34	\$220	\$953.34
SW SE	Utah	39.99644	-109.83863	43-047-38533	16210		06/02/07	11/01/07	Naico/Cemco	Naico/Cemco	\$733.34	\$220	\$953.34
NE NE	Utah	39.99649	-109.85769	43-047-38112	15996		12/06/05	04/15/06	Cemco	Cemco	\$733.34	\$220	\$953.34
NE NE	Utah	40.00738	-109.83421	43-047-36772	15338		08/24/06	08/16/06	Cemco	Cemco	\$733.34	\$220	\$953.34
NE SE	Utah	40.00753	-109.85297	43-047-38351	16891		05/18/08	10/30/08	Naico/Cemco	Naico/Cemco	\$733.34	\$220	\$953.34
NE SE	Utah	40.00005	-109.83401	43-047-46600	14977		10/07/05	02/04/06	Naico/Cemco	Naico/Cemco	\$733.34	\$220	\$953.34
NE NW	Utah	39.97808	-109.86268	43-047-38129	16266		06/20/72	03/10/81	Naico/Cemco	Naico/Cemco	\$733.34	\$220	\$953.34
SW SW	Utah	39.98196	-109.84902	43-047-33598	11364		08/21/69	08/21/69	Naico/Cemco	Naico/Cemco	\$733.34	\$220	\$953.34
NW NE	Utah	39.99234	-109.80911	43-047-32221	11371		05/27/82	07/28/82	Cemco	Cemco	\$733.34	\$220	\$953.34
NE SW	Utah	40.02565	-109.78764	43-047-35288	14418		10/20/04	03/30/05	Naico/Cemco	Naico/Cemco	\$733.34	\$220	\$953.34
SW NE	Utah	39.98894	-109.83154	43-047-33741	14440		12/03/04	08/09/05	Naico/Cemco	Naico/Cemco	\$733.34	\$220	\$953.34
SW NE	Utah	39.98894	-109.83992	43-047-33741	14440		07/06/04	03/30/05	Naico/Cemco	Naico/Cemco	\$733.34	\$220	\$953.34
NE SE	Utah	39.98613	-109.83114	43-047-32225	11364		05/11/82	08/19/82	none	Maillard			\$0.00
SW NW	Utah	39.98864	-109.81006	43-047-35995	14871		07/27/05	11/21/05	Naico/Cemco	Naico/Cemco	\$733.34	\$220	\$953.34
NE NW	Utah	39.99101	-109.80593	43-047-39172	16310		08/21/07	04/02/08	Naico/Cemco	Naico/Cemco	\$733.34	\$220	\$953.34
NE NW	Utah	39.99099	-109.80598	43-047-39170	16309		08/20/07	04/02/08	Naico/Cemco	Naico/Cemco	\$733.34	\$220	\$953.34
NE NW	Utah	39.99096	-109.80602	43-047-39171	16308		08/19/07	04/03/08	Naico/Cemco	Naico/Cemco	\$733.34	\$220	\$953.34
SE NE	Utah	39.97519	-109.86758	43-047-38896	16792		03/30/08	10/09/08	Naico/Cemco	Naico/Cemco	\$733.34	\$220	\$953.34
SW NW	Utah	39.97809	-109.86291	43-047-37677	15806		11/25/06	04/02/07	Naico/Cemco	Naico/Cemco	\$733.34	\$220	\$953.34
NE NW	Utah	39.97698	-109.85521	43-047-37676	16254		07/12/07	11/22/07	Naico/Cemco	Naico/Cemco	\$733.34	\$220	\$953.34
SW SE	Utah	39.96656	-109.85745	43-047-38028	16868		05/15/08	08/31/08	Naico/Cemco	Naico/Cemco	\$733.34	\$220	\$953.34
NE NE	Utah	39.97008	-109.85504	43-047-37338	15987		11/28/03	03/16/06	Naico/Cemco	Naico/Cemco	\$733.34	\$220	\$953.34
NE NE	Utah	39.8882	-110.02315	43-047-37338	15565		05/04/06	09/19/06	Naico/Cemco	Naico/Cemco	\$733.34	\$220	\$953.34
SW NW	Duchesne	39.88114	-110.02302	45-013-32674	15337		07/31/06	10/28/06	Naico/Cemco	Naico/Cemco	\$733.34	\$220	\$953.34
SW NW	Duchesne	39.91318	-110.03143	43-013-33099	15920		02/04/07	08/21/07	Naico/Cemco	Naico/Cemco	\$733.34	\$220	\$953.34
NE SW	Duchesne	39.9235	-110.03249	43-013-33081	14033		06/17/05	10/02/05	Naico/Cemco	Naico/Cemco	\$733.34	\$220	\$953.34
SE SW	Duchesne	39.91979	-110.02666	43-013-33081	15714		01/06/07	01/06/07	Naico/Cemco	Naico/Cemco	\$733.34	\$220	\$953.34
NW NE	Duchesne	39.92137	-110.0276	43-013-33081	15710		05/09/06	03/06/07	Naico/Cemco	Naico/Cemco	\$733.34	\$220	\$953.34
SW NE	Duchesne	39.9333	-110.02703	43-013-33087	15807		11/21/06	02/11/07	Naico/Cemco	Naico/Cemco	\$733.34	\$220	\$953.34
SW SE	Duchesne	39.90267	-110.03724	43-013-32560	14726		03/07/05	09/01/05	Naico/Cemco	Naico/Cemco	\$733.34	\$220	\$953.34
SW NW	Duchesne	39.89562	-110.03183	43-013-32447	14033		01/15/05	01/15/05	Naico/Cemco	Naico/Cemco	\$733.34	\$220	\$953.34
SE SW	Duchesne	39.90586	-110.02144	43-013-32676	15242		02/02/07	02/02/07	Naico/Cemco	Naico/Cemco	\$733.34	\$220	\$953.34
NW NE	Duchesne	39.95846	-110.00777	43-013-32677	15144		01/06/06	01/06/06	Naico/Cemco	Naico/Cemco	\$733.34	\$220	\$953.34
SW SE	Duchesne	39.93451	-110.02254	43-013-32730	15243		08/08/06	08/22/06	Naico/Cemco	Naico/Cemco	\$733.34	\$220	\$953.34
SE SE	Duchesne	39.98894	-109.84381	43-013-32619	15649		09/12/06	11/14/06	Naico/Cemco	Naico/Cemco	\$733.34	\$220	\$953.34
Total Cost											\$76,665.82	\$22,660	\$99,325.82

