UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 5

In the Matter of:	)	**Docket No. CAA-05-2025-0002**
	)	
Gulfport Energy Corporation	)	**Proceeding to Assess a Civil Penalty**
Oklahoma City, Oklahoma	)	**Under Section 113(d) of the Clean Air Act,**
	)	**42 U.S.C. § 7413(d)**
Respondent.	)	
_____	)	

Consent Agreement and Final Order

A. Preliminary Statement

1. This is an administrative penalty assessment proceeding commenced and concluded under Section 113(d) of the Clean Air Act (the CAA), 42 U.S.C. § 7413(d), and Sections 22.1(a)(2), 22.13(b)and 22.18(b) of the Consolidated Rules of Practice Governing the Administrative Assessment of Civil Penalties and the Revocation/Termination or Suspension of Permits (Consolidated Rules), as codified at 40 C.F.R. §§ 22.1(a)(2), 22.13(b) and 22.18(b).

2. Complainant is the U.S. Environmental Protection Agency (EPA), Region 5. The EPA Administrator has delegated the authority to settle civil administrative penalty proceedings under Section 113(d) of the CAA to the Division Director of the Region 5 Enforcement and Compliance Assurance Division.

3. Respondent is Gulfport Energy Corporation (Gulfport), a corporation doing business in Ohio. Respondent is a "person," as defined in Section 302(e) of the CAA, 42 U.S.C. § 7602(e).

4. The EPA and Respondent agree that settling this action is in the public interest and consent to the entry of this Consent Agreement and Final Order (CAFO) pursuant to 40 C.F.R. § 22.18(b)(2) and (3) without the adjudication of any issues of law or fact.

5. Respondent agrees to comply with the terms of this CAFO.

B. Jurisdiction

6. EPA alleges the violations in this CAFO pursuant to Section 113(a)(1)(B) and Section 113(a)(3)(A) of the CAA.

7. The EPA and the United States Department of Justice have jointly determined that this matter, although it involves alleged violations that occurred more than one year before the initiation of this proceeding, is appropriate for an administrative penalty assessment. 42 U.S.C. § 7413(d); 40 C.F.R. § 19.4.

8. In satisfaction of the notice requirements of Section 113(a)(1) of the CAA, 42 U.S.C. § 7413(a)(1), on May 21, 2024 and July 29, 2024, the EPA issued to Respondent Notices of Violation/Findings of Violation (NOV/FOVs) and provided copies of the NOV/FOVs to the Ohio Environmental Protection Agency (OEPA), providing notice to Respondent and OEPA that the EPA found Respondent committed the alleged violations described in Section E of this CAFO and providing Respondent an opportunity to confer with the EPA. On June 4, 2024 and through ongoing discussions after July 29, 2024, representatives of Respondent and the EPA conferred regarding the May 21, 2024 and July 29, 2024 NOV/FOVs.

9. The Regional Judicial Officer of Region 5 is authorized to ratify the consent agreement memorializing the settlement between the EPA and Respondent and to issue the attached Final Order. 40 C.F.R. §§ 22.4(b) and 22.18(b).

C. Statutory and Regulatory Background

New Source Performance Standards (NSPS)

10. Section 111 of the CAA, 42 U.S.C. § 7411, requires EPA to implement a NSPS program for the control of air pollutant emissions. NSPS regulations impose nationally uniform emission standards

for new or modified stationary sources falling within industrial categories that significantly contribute to air pollution.

11. The NSPS includes Standards of Performance for New Stationary Sources for Crude Oil and Natural Gas Facilities for which Construction, Modification or Reconstruction Commenced After September 18, 2015, found in 40 C.F.R. Part 60, Subpart OOOOa (Subpart OOOOa).

12. Subpart OOOOa establishes emission standards for the control of emissions of volatile organic compounds (VOCs), sulfur dioxide, and greenhouse gases in the form of methane from various types of equipment at oil and natural gas facilities constructed, modified, or reconstructed after September 18, 2015, including fugitive emissions components at compressor stations.

13. Subpart OOOOa, at 40 C.F.R. § 60.5430a, states, "[f]irst attempt at repair means, for the purposes of fugitive emissions components, an action taken for the purpose of stopping or reducing fugitive emissions to the atmosphere. First attempts at repair include, but are not limited to, the following practices where practicable and appropriate: Tightening bonnet bolts; replacing bonnet bolts; tightening packing gland nuts; or injecting lubricant into lubricated packing."

14. Subpart OOOOa, at 40 C.F.R. § 60.5430a, states, "[f]ugitive emissions component means any component that has the potential to emit fugitive emissions of VOC at a well site or compressor station, including valves, connectors, pressure relief devices, open-ended lines, flanges, covers and closed vent systems not subject to § 60.5411 or § 60.5411a, thief hatches or other openings on a controlled storage vessel not subject to § 60.5395 or § 60.5395a, compressors, instruments, and meters. Devices that vent as part of normal operations, such as natural gas-driven pneumatic controllers or natural gas-driven pumps, are not fugitive emissions components, insofar as the natural gas discharged from the device's vent is not considered a fugitive emission. Emissions originating from

other than the device's vent, such as the thief hatch on a controlled storage vessel, would be considered fugitive emissions."

15. Subpart OOOOa, at 40 C.F.R. § 60.5430a, states, "[r]epaired means, for the purposes of fugitive emissions components, that fugitive emissions components are adjusted, replaced, or otherwise altered, in order to eliminate fugitive emissions as defined in § 60.5397a and resurveyed as specified in § 60.5397a(h)(4) and it is verified that emissions from the fugitive emissions components are below the applicable fugitive emissions definition."

16. Subpart OOOOa, at 40 C.F.R. § 60.5430a, states, "[w]ell site means one or more surface sites that are constructed for the drilling and subsequent operation of any oil well, natural gas well, or injection well. For purposes of the fugitive emissions standards at § 60.5397a, well site also means a separate tank battery surface site collecting crude oil, condensate, intermediate hydrocarbon liquids, or produced water from wells not located at the well site (*e.g.,* centralized tank batteries)."

17. Subpart OOOOa, at 40 C.F.R. § 60.5365a, states, "[y]ou are subject to the applicable provisions of this subpart if you are the owner or operator of one or more of the onshore affected facilities listed in paragraphs (a) through (j) of this section, that is located within the Crude Oil and Natural Gas Production source category, as defined in § 60.5430a, for which you commence construction, modification, or reconstruction after September 18, 2015."

18. Subpart OOOOa, at 40 C.F.R. § 60.5365a(i), considers an affected facility to be the collection of fugitive emissions components at a well site, as defined in § 60.5430a.

19. Subpart OOOOa, at 40 C.F.R. § 60.5397a(h), requires that "[e]ach identified source of fugitive emissions shall be repaired, as defined in § 60.5430a, in accordance with paragraphs (h)(1) and (2) of this section.

20. 40 C.F.R. § 60.5397a(h)(1) requires that "[a] first attempt at repair shall be made no later than 30 calendar days after detection of the fugitive emissions."

21. 40 C.F.R. § 60.5397a(h)(2) requires that "[r]epair shall be completed as soon as practicable, but no later than 30 calendar days after the first attempt at repair as required in paragraph (h)(1) of this section."

22. Delays of repairs required under 40 C.F.R. § 60.5397a(h)(1) and (h)(2) are only permitted in the following limited circumstances, pursuant to § 60.5397a(h)(3):

(i) If the repair is technically infeasible, would require a vent blowdown, a compressor station shutdown, a well shutdown or well shut-in, or would be unsafe to repair during operation of the unit, the repair must be completed during the next scheduled compressor station shutdown for maintenance, scheduled well shutdown, scheduled well shut-in, after a scheduled vent blowdown, or within 2 years of detecting the fugitive emissions, whichever is earliest. For purposes of this paragraph (h)(3), a vent blowdown is the opening of one or more blowdown valves to depressurize major production and processing equipment, other than a storage vessel.

(ii) If the repair requires replacement of a fugitive emissions component or a part thereof, but the replacement cannot be acquired and installed within the repair timelines specified in paragraphs (h)(1) and (2) of this section due to either of the conditions specified in paragraphs (h)(3)(ii)(A) or (B) of this section, the repair must be completed in accordance with paragraph (h)(3)(ii)(C) of this section and documented in accordance with § 60.5420a(c)(15)(vii)(I).

23. 40 C.F.R. § 60.5397a(h)(4) requires that "Each identified source of fugitive emissions must be resurveyed to complete repair according to the requirements in paragraphs (h)(4)(i) through (iv) of this section, to ensure that there are no fugitive emissions."

(i) The operator may resurvey the fugitive emissions components to verify repair using either Method 21 of appendix A-7 of this part or optical gas imaging.

…

(iv) Operators that use optical gas imaging to resurvey the repaired fugitive emissions components, are subject to the resurvey provisions specified in paragraphs (h)(4)(iv)(A) and (B) of this section.

(A) A fugitive emissions component is repaired when the optical gas imaging instrument shows no indication of visible emissions.

(B) Operators must use the optical gas imaging monitoring requirements specified in paragraph (c)(7) of this section.

24. Subpart OOOOa, at 40 C.F.R. § 60.5397a(j), requires that "[a]nnual reports shall be submitted for each collection of fugitive emissions components at a well site and each collection of fugitive emissions components at a compressor station that include the information specified in § 60.5420a(b)(7). Multiple collection of fugitive emissions components at a well site or at a compressor station may be included in a single annual report."

25. Subpart OOOOa, at 40 C.F.R. § 60.5420a(h)(3), states, "[i]f the repair is technically infeasible, would require a vent blowdown, a compressor station shutdown, a well shutdown or well shut-in, or would be unsafe to repair during operation of the unit, the repair must be completed during the next scheduled compressor station shutdown for maintenance, scheduled well shutdown, scheduled well shut-in, after a scheduled vent blowdown, or within 2 years, whichever is earliest. For purposes of this paragraph (h)(3), a vent blowdown is the opening of one or more blowdown valves to depressurize major production and processing equipment, other than a storage vessel."

26. Subpart OOOOa, at 40 C.F.R. § 60.5420a(b)(7), states, in part, "[f]or the collection of fugitive emissions components at each well site and the collection of fugitive emissions components at each compressor station, report the information specified in paragraphs (b)(7)(i) through (iii) of this section, as applicable."

The Ohio State Implementation Plan (SIP)

27. Pursuant to Section 110(a)(1) of the CAA, 42 U.S.C. § 7410(a)(1), each state is responsible for adopting and submitting to EPA for approval an implementation plan that provides for the implementation, maintenance, and enforcement of National Ambient Air Quality Standards (NAAQS) for particular pollutants, including ground-level ozone.

28. Under Section 110(a)(2) of the CAA, 42 U.S.C. § 7410(a)(2), each SIP must include enforceable emissions limitations and other control measures, means, or techniques, as well as schedule for compliance, as may be necessary to meet applicable requirements, and must include a permit program to provide for the enforcement of these limitations, measures, and schedule as necessary to assure the NAAQS are achieved. Upon EPA's approval of a SIP, the plans become independently enforceable by the federal government, as stated under Section 113(a)(1) of the CAA, 42 U.S.C. § 7413(a)(1).

29. EPA has approved various provisions of the Ohio Administrative Code (Ohio Admin. Code) as part of the Ohio SIP, including Ohio Admin. Code § 3745-31-29. *See e.g.*, 80 Fed. Reg. 36,477 (June 25, 2015) and 40 C.F.R. § 52.1870(c).

30. The Ohio SIP, at Ohio Admin. Code § 3745-31-29, allows the Director of the Ohio Environmental Protection Agency (Ohio EPA) to develop model general permits to install and model general permits to operate for certain categories of air emissions sources (collectively, PTIOs).

31. On January 31, 2012, Ohio EPA finalized a model general PTIO for oil and gas well production operations (GP 12). In April 2014, Ohio EPA revised the GP 12 PTIO to create two different versions of the model permit for facilities that meet different qualifying criteria (GP 12.1 and GP 12.2).[1]

[1] The different versions pertain to capacities of the flare and engines at the well pad. Both versions of the general permit contain identical language cited in this matter, and so the differences in permit versions are not relevant to this CAFO.

32. Provision C.5.(c)(3) of the Ohio GP 12.1 and 12.2 PTIOs applicable to the facilities listed in Attachment A states, "[i]n the event that a leak or defect is detected in the cover, closed vent system, process equipment, or control device, the permittee shall make a first attempt at repair no later than 5 calendar days after the leak is detected. Repair shall be completed no later than 30 calendar days after the leak is detected as allowed in 40 C.F.R. 60.5416(c)(4). Any delay of repair of a leak or defect shall meet the requirements of 40 C.F.R. 60.5416(c)(5)."

33. 40 C.F.R. §60.5416(c)(5) states, "[d]elay of repair. Delay of repair of a closed vent system or cover for which leaks or defects have been detected is allowed if the repair is technically infeasible without a shutdown, or if you determine that emissions resulting from immediate repair would be greater than the fugitive emissions likely to result from delay of repair. You must complete repair of such equipment by the end of the next shutdown."

D. Stipulated Facts

34. At all times relevant to this CAFO, Gulfport owned and operated oil and natural gas well pads in Belmont, Harrison, Guernsey, and Monroe counties, Ohio. The 33 well pads relevant to this CAFO are Respondent's BK Stephens, Bolton, Brothers, Cattle, Clark, Charlie, Davidson, Eagle Creek, Extreme, Family, Francis, Groh, Hendershot, Jones, Karen, Lance, Lorna, Miller, Norma, Phillips, Potter, Schumacher, Shugert 1, Snodgrass, Starr, Starvaggi, Stout, Tiger, Vozar, Wagner, Ware, Wesley, and Yankee facilities. Each well pad listed was issued either a GP 12.1 or 12.2 PTIO under Ohio EPA's General Permit program, as indicated in Attachment A.

35. Subpart OOOOa applies to the Gulfport facilities listed in Attachment A because the facilities were constructed after September 18, 2015, and include the collection of fugitive emissions components at a well site.

36. On May 14, May 15, and July 2, 2024, Gulfport provided EPA with documentation of leaks detected at 33 of its well pads and dates of first attempts and final repair.

37. The documentation showed that Gulfport had not repaired leaks in the time frames required by NSPS Subpart OOOOa, at 40 C.F.R. § 60.5397a(h), and its GP 12.1 or 12.2 PTIOs, at provision C.5.(c)(3). These dates of repair are summarized in Attachment A.

38. The repairs required to fix the leaks identified by Gulfport and listed in Attachment A were not technically infeasible, would not have required a vent blowdown, a compressor station shutdown, a well shutdown or well shut-in, or would have been unsafe to repair during operation of the unit.

39. From February 19, 2021, to April 17, 2024, Respondent made final repairs of the leaking components.

E. Allegations

COUNTS ONE THROUGH FORTY-ONE – FAILURE TO MAKE A FIRST ATTEMPT AT REPAIR OF LEAKS NO LATER THAN FIVE DAYS AFTER DETECTING A LEAK

40. Provision C.5.(c)(3) of the Ohio GP 12.1 and 12.2 PTIOs applicable to the facilities listed in Attachment A required Respondent to make a first attempt at repair no later than 5 calendar days after a leak was detected.

41. As listed in Attachment A, Respondent disclosed 41 instances where leaks were detected at facilities and Respondent failed to make the first attempt at repair within 5 days from July 10, 2022 to March 23, 2024.

42. By failing to make a first attempt at repair of leaks no later than 5 days after detecting a leak at the BK Stephens, Bolton, Cattle, Clark, Charlie, Eagle Creek, Extreme, Family, Francis,

Hendershot, Jones, Karen, Lance, Lorna, Norma, Phillips, Starr, Tiger, and Vozar facilities, Gulfport violated provision C.5.(c)(3) of its PTIOs and Section 110 of the CAA, 42 U.S.C § 7410 on 41 occasions.

COUNTS FORTY-TWO THROUGH EIGHTY-THREE – FAILURE TO MAKE A FINAL REPAIR WITHIN 30 DAYS OF DETECTING A LEAK

43. Provision C.5.(c)(3) of the Ohio GP 12.1 and 12.2 PTIOs applicable to the facilities listed in Attachment A required Respondent to repair leaks no later than 30 calendar days after the leak was initially detected.

44. As listed in Attachment A, Respondent disclosed 42 instances where leaks were detected at facilities and Respondent failed repair the leaks within 30 days of detection from January 22, 2021 to January 14, 2024.

45. By failing to make a final repair within 30 days of detecting the leak at the Bolton, Brothers, Charlie, Davidson, Eagle Creek, Francis, Groh, Karen, Miller, Potter, Schumacher, Shugert 1, Snodgrass, Starvaggi, Stout, Vozar, Wagner, Ware, Wesley, and Yankee facilities, Gulfport violated provision C.5.(c)(3) of its PTIOs and Section 110 of the CAA, 42 U.S.C § 7410 on 42 occasions.

COUNTS EIGHTY-FOUR THROUGH ONE HUNDRED AND TWENTY-FOUR — FAILURE TO MAKE A FINAL REPAIR WITHIN 30 DAYS AFTER THE FIRST ATTEMPT AT REPAIR OF A LEAK

46. 40 C.F.R. § 60.5397a(h)(2) requires that a final repair shall be completed as soon as practicable, but no later than 30 calendar days after the first attempt at repair.

47. As listed in Attachment A, Respondent disclosed 32 instances where Respondent failed to make a final repair to a leak within 30 days after the first attempt to repair the leak from January 22, 2021 to January 19, 2024.

48. By failing to make a final repair within 30 days after the first attempt at repair of the leak at the Charlie, Davidson, Groh, Karen, Miller, Potter, Schumacher, Snodgrass, Starvaggi, Stout,

Vozar, Ware, and Yankee facilities, Gulfport violated 40 C.F.R. § 60.5397a(h)(2) and Section 111 of the CAA, 42 U.S.C § 7411 on 32 occasions.

F. Terms of Consent Agreement

49. For the purposes of this proceeding, as required by 40 C.F.R. § 22.18(b)(2), Respondent:

(i) admits to the jurisdictional allegations in this CAFO;

(ii) neither admits nor denies the allegations stated in Section E of this CAFO;

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

(iv) consents to any conditions specified in this CAFO;

(v) waives any right to contest the allegations set forth in Section E of this CAFO; and

(vi) waives its right to appeal this CAFO.

50. For the purposes of this proceeding, Respondent:

(i) agrees this CAFO states a claim upon which relief may be granted against Respondent;

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

(iii) waives any and all remedies, claims for relief and otherwise available rights to judicial or administrative review that Respondent may have with respect to any issue of fact or law set forth in this CAFO, including any right of judicial review under Section 307(b)(1) of the Clean Air Act, 42 U.S.C. § 7607(b)(1);

(iv) waives its right to request a hearing as provided at 40 C.F.R. § 22.15(c);

(v) waives any rights or defenses that Respondent has or may have for this matter to be resolved in federal court, including but not limited to any right to a jury trial, and waives any right to challenge the lawfulness of the Final Order accompanying the Consent Agreement; and

(vi) waives any rights it may possess at law or in equity to challenge the authority of the EPA to bring a civil action in a United States District Court to compel

compliance with the CAFO, and to seek an additional penalty for noncompliance, and agrees that federal law shall govern in any such civil action.

51. Based on analysis of the factors specified in Section 113(e) of the CAA, 42 U.S.C. § 7413(e), the facts of this case, and Respondent's cooperation, the EPA has determined that an appropriate civil penalty to settle this action is $454,403.

52. Respondent agrees to pay a civil penalty in the amount of $454,403 (Assessed Penalty) within thirty (30) days after the date the Final Order ratifying this Consent Agreement is filed with the Regional Hearing Clerk ("Filing Date").

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

54. When making a payment, Respondent shall:

(i) Identify every payment with Respondent's name and the docket number of this CAFO, CAA-05-2025-0002,

(ii) Concurrently with any payment or within 24 hours of any payment, Respondent shall serve proof of such payment to the following person(s):

Regional Hearing Clerk (E-19J)
U.S. Environmental Protection Agency, Region 5
r5hearingclerk@epa.gov

Air Enforcement and Compliance Assurance Branch
U.S. Environmental Protection Agency, Region 5
R5airenforcement@epa.gov

James Bonar-Bridges
Office of Regional Counsel
U.S. Environmental Protection Agency, Region 5
BonarBridges.James@epa.gov

U.S. Environmental Protection Agency

Cincinnati Finance Center
Via electronic mail to:
CINWD_AcctsReceivable@epa.gov

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

55. Interest, Charges, and Penalties on Late Payments. Pursuant to 42 U.S.C. § 7413(d)(5), 31 U.S.C. § 3717, 31 C.F.R. § 901.9, and 40 C.F.R. § 13.11, if Respondent fails to timely pay the full amount of the Assessed Penalty per this CAFO, the entire unpaid balance of the Assessed Penalty and all accrued interest shall become immediately owing, and the EPA is authorized to recover the following amounts.

(i) Interest. Interest begins to accrue from the Filing Date. If the Assessed Penalty is paid in full within thirty (30) days, interest accrued is waived. If the Assessed Penalty is not paid in full within thirty (30) days, interest will continue to accrue until any unpaid portion of the Assessed Penalty as well as any interest, penalties, and other charges are paid in full. Per 42 U.S.C. § 7413(d)(5), interest will be assessed pursuant to 26 U.S.C. § 6621(a)(2), that is, the IRS standard underpayment rate, equal to the Federal short-term rate plus 3 percentage points.

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

(iii) Late Payment Penalty. A ten percent (10%) quarterly non-payment penalty.

56. Late Penalty Actions. In addition to the amounts described in the prior Paragraph, if Respondent fails to timely pay any portion of the Assessed Penalty, interest, or other charges and penalties per this Agreement, the EPA may take additional actions. Such actions the EPA may take include, but are not limited to, the following.

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

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

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

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

57. Allocation of Payments. Pursuant to 31 C.F.R. § 901.9(f) and 40 C.F.R. § 13.11(d), a partial payment of debt will be applied first to outstanding handling charges, second to late penalty charges, third to accrued interest, and last to the principal that is the outstanding Assessed Penalty amount.

58. Tax Treatment of Penalties. Penalties, interest, and other charges paid pursuant to this CAFO shall not be deductible for purposes of federal taxes.

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

Form 1098-F). Failure to comply with providing IRS Form W-9 or Tax Identification Number ("TIN"), as described below, may subject Respondent to a penalty, per 26 U.S.C. § 6723, 26 U.S.C. § 6724(d)(3), and 26 C.F.R. § 301.6723-1. In order to provide EPA with sufficient information to enable it to fulfill these obligations, EPA herein requires, and Respondent herein agrees, that:

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

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

c. Respondent shall email its completed Form W-9 to EPA's Cincinnati Finance Center at wise.milton@epa.gov, within 30 days after the Final Order ratifying this Agreement is filed, and EPA recommends encrypting IRS Form W-9 email correspondence; and

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

60. By signing this CAFO, Respondent consents to the release of any information in this CAFO to the public and agrees this CAFO does not contain business information that is entitled to confidential treatment under 40 C.F.R. Part 2.

61. By signing this CAFO, the undersigned representative of the EPA and the undersigned representative of Respondent each certify that they are fully authorized to execute and enter into the terms and conditions of this CAFO and have the legal capacity to bind the party they represent to this CAFO.

62. By signing this CAFO, Respondent certifies the information it has supplied concerning this matter was at the time of submission true, accurate, and complete for each such submission, response, and statement. Respondent acknowledges that, under 18 U.S.C. § 1001, there are significant

penalties for submitting false or misleading information, including the possibility of fines and imprisonment for knowing submission of such information.

63. Each party shall bear its own attorney's fees, costs, and disbursements incurred in this proceeding, except in the case of a civil action brought by the Attorney General of the United States to recover unpaid penalties as described above.

G. Effect of Consent Agreement and Final Order

64. The parties consent to service of this CAFO by e-mail at the following e-mail addresses: BonarBridges.James@epa.gov (for the EPA), and pcraine@gulfportenergy.com (for Respondent).

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

66. This CAFO constitutes the entire agreement and understanding of the parties and supersedes any prior agreements or understandings, whether written or oral, among the parties with respect to this matter.

67. The terms, conditions, and compliance requirements of this CAFO may not be modified or amended except upon the written agreement of both parties and approval of the Regional Judicial Officer.

68. The provisions of this CAFO shall apply to and be binding upon Respondent and its officers, directors, authorized representatives, successors, and assigns.

69. Any violation of this CAFO may result in a civil judicial action for an injunction or civil penalties of up to $124,426 per day per violation, or both, as provided in Section 113(b) of the CAA, 42 U.S.C. § 7413(b), and 40 C.F.R. § 19.4, as well as criminal sanctions as provided in Section 113(c) of the CAA, 42 U.S.C. § 7413(c). The EPA may use any information submitted under this CAFO in an administrative, civil judicial, or criminal action.

70. Nothing in this CAFO relieves Respondent of the duty to comply with all applicable provisions of the CAA and other federal, state, or local laws or statutes, nor does it restrict the EPA's authority to seek compliance with any applicable laws or regulations, nor is it a ruling on, or determination of, any issue related to any federal, state, or local permit.

71. Nothing in this CAFO limits the power of the EPA to undertake any action against Respondent or any person in response to conditions that may present an imminent and substantial endangerment to the public health, welfare, or the environment.

72. The EPA reserves the right to revoke this CAFO and settlement penalty if and to the extent that the EPA finds, after signing this CAFO, that any information provided by Respondent was materially false or inaccurate at the time such information was provided to the EPA, and to assess and collect any civil penalties permitted by statute for any violation described herein. The EPA will give Respondent written notice of its intent to revoke this CAFO, which will not be effective until received by Respondent.

H. Effective Date

73. This CAFO will be effective on the date of filing with the Regional Hearing Clerk. Upon filing, the EPA will transmit a copy of the filed CAFO to Respondent.

Gulfport Energy Corporation, Respondent

9/30/2025
Date

Patrick Craine
Executive VP and Chief Legal and Administrative Officer
Gulfport Energy Corporation

United States Environmental Protection Agency, Complainant

CAROLYN PERSOON
Digitally signed by CAROLYN PERSOON
Date: 2025.09.30 16:11:09 -05'00'

Carolyn Persoon
Acting Division Director
Enforcement and Compliance Assurance Division
U.S. Environmental Protection Agency, Region 5

Final Order

This Consent Agreement and Final Order, as agreed to by the parties, shall become effective immediately upon filing with the Regional Hearing Clerk. This Final Order concludes this proceeding pursuant to 40 C.F.R. §§ 22.18 and 22.31. IT IS SO ORDERED.

ANN COYLE Digitally signed by ANN COYLE Date: 2025.09.30 17:06:57 -05'00'

_____ _____

Date

Ann L. Coyle
Regional Judicial Officer
U.S. Environmental Protection Agency
Region 5

Gulfport Energy Corporation
CAFO CAA-05-2025-0002 - Attachment A

Inspection/leak discovery Date	Facility	Ohio GP Permit Type	Permit number	Component Description	OOOOa first attempt at repair due date (30 days after detection)	OOOOa repair completion due date (30 days after first attempt)	12.1/12.2 first attempt at repair due date (5 days after detection)	12.1/12.2 final repair due date (30 days after detection)	Days Between Detection & First Attempt	Days Between Detection & Final Repair	Days Between First Attempt & Successful Repair	1st Attempt Repair Date	Successful Repair Date	Days overdue 1st attempt (GP 12.1/12.2)	Days overdue 1st attempt (GP 12.1/12.2), capped at 10 for penalty calc	Days overdue final (OOOOa - 30 d after 1st attempt)	Days overdue final (GP 12.1/12.2 - 30 d after detect)
5/9/2023	BK Stephens	12.1	P0123368	Enardo valve on tank 2	6/8/2023	6/17/2023	5/14/2023	6/8/2023	9	9	0	5/18/2023	5/18/2023	4	4	0	0
9/7/2023	Bolton	12.2	P0118350	LPS supply gas regulator	10/7/2023	11/8/2023	9/12/2023	10/7/2023	32	32	0	10/9/2023	10/9/2023	27	10	0	2
7/27/2023	Brothers	12.2	P0117460	well head valve	8/26/2023	8/26/2023	8/1/2023	8/26/2023	0	64	64	7/27/2023	9/29/2023	0	0	0	34
11/10/2023	Cattle	12.1	P0119352	ballvalve on the intermediate casing riser at wellhead 2	12/10/2023	12/22/2023	11/15/2023	12/10/2023	12	12	0	11/22/2023	11/22/2023	7	7	0	0
1/6/2022	Charlie	12.1	P0120985	Belgas regulator in GPU 1	2/5/2022	2/5/2022	1/11/2022	2/5/2022	0	43	43	1/6/2022	2/18/2022	0	0	13	13
1/6/2022				Belgas regulator in GPU 8	2/5/2022	2/5/2022	1/11/2022	2/5/2022	0	43	43	1/6/2022	2/18/2022	0	0	13	13
7/5/2022				Hammer union below the Kimray valve in GPU 2	8/4/2022	8/20/2022	7/10/2022	8/4/2022	16	16	0	7/21/2022	7/21/2022	11	10	0	0
8/8/2023	Clark	12.2	P0118368	Thief hatch on tank 3	9/7/2023	9/20/2023	8/13/2023	9/7/2023	13	13	0	8/21/2023	8/21/2023	8	8	0	0
8/8/2023				Thief hatch on tank 1	9/7/2023	9/20/2023	8/13/2023	9/7/2023	13	13	0	8/21/2023	8/21/2023	8	8	0	0
2/17/2021	Davidson	12.2	P0117726	Kimray valve on production run near tank battery	3/19/2021	3/19/2021	2/22/2021	3/19/2021	0	71	71	2/17/2021	4/29/2021	0	0	41	41
11/27/2023	Eagle Creek	12.2	P0118328	Water level controller in GPU 1	12/27/2023	12/27/2023	12/2/2023	12/27/2023	0	86	86	11/27/2023	2/21/2024	0	0	0	56
11/27/2023				Well valve on wellhead 1	12/27/2023	1/5/2024	12/2/2023	12/27/2023	9	92	83	12/6/2023	2/27/2024	4	4	0	62
3/18/2024	Extreme	12.1	P0131810	1 1/2" pipe connection above the fuel gas scrubber in GPU 4	4/17/2024	4/29/2024	3/23/2024	4/17/2024	12	12	0	3/30/2024	3/30/2024	7	7	0	0
11/9/2023	Family	12.2	P0118351	Chem pump	12/9/2023	12/22/2023	11/14/2023	12/9/2023	13	13	0	11/22/2023	11/22/2023	8	8	0	0
8/7/2023	Francis	12.1	P0119404	GPU 1 - Belgas regulator on fuel pot	9/6/2023	10/25/2023	8/12/2023	9/6/2023	49	49	0	9/25/2023	9/25/2023	44	10	0	19
2/8/2021	Groh	12.2	P0118348	Level controller on the vertical separator in the tank battery.	3/10/2021	3/10/2021	2/13/2021	3/10/2021	0	43	43	2/8/2021	3/23/2021	0	0	13	13
8/8/2023	Hendershot	12.1	P0129470	Connection in GPU 2	9/7/2023	9/20/2023	8/13/2023	9/7/2023	13	13	0	8/21/2023	8/21/2023	8	8	0	0
11/27/2023	Jones	12.2	P0117449	Thief hatch on tank 2	12/27/2023	1/9/2024	12/2/2023	12/27/2023	13	13	0	12/10/2023	12/10/2023	8	8	0	0
11/27/2023				Thief hatch on tank 1	12/27/2023	1/9/2024	12/2/2023	12/27/2023	13	13	0	12/10/2023	12/10/2023	8	8	0	0
9/9/2022	Karen	12.2	P0118013	Thief hatch on 500 bbl tank	10/9/2022	10/22/2022	9/14/2022	10/9/2022	13	13	0	9/22/2022	9/22/2022	8	8	0	0
7/27/2023				Thief hatch on tank 6	8/26/2023	9/24/2023	8/1/2023	8/26/2023	29	103	74	8/25/2023	11/7/2023	24	10	44	73
7/27/2023				Thief hatch on tank 4	8/26/2023	9/24/2023	8/1/2023	8/26/2023	29	29	0	8/25/2023	8/25/2023	24	10	0	0
7/27/2023				Thief hatch on tank 1	8/26/2023	9/24/2023	8/1/2023	8/26/2023	29	87	58	8/25/2023	10/22/2023	24	10	28	57
7/27/2023				Thief hatch on tank 5	8/26/2023	9/24/2023	8/1/2023	8/26/2023	29	65	36	8/25/2023	9/30/2023	24	10	6	35
7/27/2023				Thief hatch on tank 11	8/26/2023	9/24/2023	8/1/2023	8/26/2023	29	103	74	8/25/2023	11/7/2023	24	10	44	73
7/27/2023				Thief hatch on 500bbl tank	8/26/2023	9/24/2023	8/1/2023	8/26/2023	29	103	74	8/25/2023	11/7/2023	24	10	44	73
12/12/2023	Lance	12.1	P0123483	Enardo valve on tank 4	1/11/2024	1/27/2024	12/17/2023	1/11/2024	16	16	0	12/28/2023	12/28/2023	11	10	0	0
8/8/2023	Lorna	12.2	P0117907	Thief hatch on tank 3	9/7/2023	9/20/2023	8/13/2023	9/7/2023	13	13	0	8/21/2023	8/21/2023	8	8	0	0
10/11/2023	Miller	12.2	P0117671	Thief hatch #8	11/10/2023	11/10/2023	10/16/2023	11/10/2023	0	51	51	10/11/2023	12/1/2023	0	0	21	21
10/11/2023				Thief hatch #3	11/10/2023	11/10/2023	10/16/2023	11/10/2023	0	81	81	10/11/2023	12/31/2023	0	0	51	51
7/19/2023	Norma	12.1	P0121933	Top of the fuel scrubber in GPU 1	8/18/2023	9/9/2023	7/24/2023	8/18/2023	22	22	0	8/10/2023	8/10/2023	17	10	0	0
7/10/2023	Phillips	12.1	P0121914	Thief hatch on tank 2	8/9/2023	9/2/2023	7/15/2023	8/9/2023	24	24	0	8/3/2023	8/3/2023	19	10	0	0
7/10/2023				Thief hatch on tank 4	8/9/2023	9/2/2023	7/15/2023	8/9/2023	24	24	0	8/3/2023	8/3/2023	19	10	0	0
7/10/2023				Thief hatch on tank 3	8/9/2023	9/2/2023	7/15/2023	8/9/2023	24	24	0	8/3/2023	8/3/2023	19	10	0	0
7/10/2023				Thief hatch on tank 1	8/9/2023	9/2/2023	7/15/2023	8/9/2023	24	24	0	8/3/2023	8/3/2023	19	10	0	0
8/8/2023				Thief hatch on tank 2	9/7/2023	9/20/2023	8/13/2023	9/7/2023	13	13	0	8/21/2023	8/21/2023	8	8	0	0
8/8/2023				Thief hatch on tank 1	9/7/2023	9/20/2023	8/13/2023	9/7/2023	13	13	0	8/21/2023	8/21/2023	8	8	0	0
8/8/2023				Thief hatch on tank 3	9/7/2023	9/20/2023	8/13/2023	9/7/2023	13	13	0	8/21/2023	8/21/2023	8	8	0	0
8/8/2023				Thief hatch on tank 4	9/7/2023	9/20/2023	8/13/2023	9/7/2023	13	13	0	8/21/2023	8/21/2023	8	8	0	0
10/4/2022	Potter	12.1	P0121915	Level controller in GPU 3	11/3/2022	11/3/2022	10/9/2022	11/3/2022	0	31	31	10/4/2022	11/4/2022	0	0	1	1
10/4/2022				Level controller in GPU 2	11/3/2022	11/3/2022	10/9/2022	11/3/2022	0	31	31	10/4/2022	11/4/2022	0	0	1	1
10/4/2022				Level controller in GPU 1	11/3/2022	11/3/2022	10/9/2022	11/3/2022	0	31	31	10/4/2022	11/4/2022	0	0	1	1
10/4/2022				Norriseal level controller in GPU 6	11/3/2022	11/3/2022	10/9/2022	11/3/2022	0	31	31	10/4/2022	11/4/2022	0	0	1	1
11/27/2023	Schumacher	12.1	P0123367	T-handle on the right side of the Senior Daniel	12/27/2023	12/27/2023	12/2/2023	12/27/2023	0	142	142	11/27/2023	4/17/2024	0	0	112	112
11/9/2023	Shugert 1	12.2	P0118349	Belgas regulator in GPU 3	12/9/2023	12/9/2023	11/14/2023	12/9/2023	0	34	34	11/9/2023	12/13/2023	0	0	0	4
6/14/2023	Snodgrass	12.1	P0121826	Disconnected stainless compression fitting in GPU 3	7/14/2023	7/14/2023	6/19/2023	7/14/2023	0	55	55	6/14/2023	8/8/2023	0	0	25	25
6/14/2023				Pressure relief plu on back pressure valve on gate valve on well head 3	7/14/2023	7/14/2023	6/19/2023	7/14/2023	0	55	55	6/14/2023	8/8/2023	0	0	25	25
7/27/2023	Starr	12.1	P0122621	Kimray valve in GPU 2	8/26/2023	9/8/2023	8/1/2023	8/26/2023	13	13	0	8/9/2023	8/9/2023	8	8	0	0
6/19/2023	Starvaggi	12.1	P0126888	Ball valve on wellhead 4	7/19/2023	7/19/2023	6/24/2023	7/19/2023	0	104	104	6/19/2023	10/1/2023	0	0	74	74
12/23/2020	Stout	12.2	P0118180	Level controller in GPU 2	1/22/2021	1/22/2021	12/28/2020	1/22/2021	0	92	92	12/23/2020	3/25/2021	0	0	62	62
12/23/2020				Level controller in GPU 2	1/22/2021	1/22/2021	12/28/2020	1/22/2021	0	92	92	12/23/2020	3/25/2021	0	0	62	62
12/23/2020				Level controller in GPU 1	1/22/2021	1/22/2021	12/28/2020	1/22/2021	0	92	92	12/23/2020	3/25/2021	0	0	62	62
12/23/2020				Level controller in GPU 1	1/22/2021	1/22/2021	12/28/2020	1/22/2021	0	92	92	12/23/2020	3/25/2021	0	0	62	62

3/11/2024	Tiger	12.1	P0123370	Belgas regulator in GPU 6	4/10/2024	4/16/2024	3/16/2024	4/10/2024	6	6	0	3/17/2024	3/17/2024	1	1	0	0
3/11/2024				Hammer union next to the fuel scrubber in GPU 4	4/10/2024	4/16/2024	3/16/2024	4/10/2024	6	6	0	3/17/2024	3/17/2024	1	1	0	0
12/13/2023	Vozar	12.2	P0118160	Thief hatch on tank 4	1/12/2024	1/19/2024	12/18/2023	1/12/2024	7	56	49	12/20/2023	2/7/2024	2	2	19	26
12/13/2023				Thief hatch on tank 7	1/12/2024	1/19/2024	12/18/2023	1/12/2024	7	56	49	12/20/2023	2/7/2024	2	2	19	26
12/13/2023				Thief hatch on tank 6	1/12/2024	1/19/2024	12/18/2023	1/12/2024	7	56	49	12/20/2023	2/7/2024	2	2	19	26
12/13/2023				Thief hatch on tank 5	1/12/2024	1/19/2024	12/18/2023	1/12/2024	7	56	49	12/20/2023	2/7/2024	2	2	19	26
12/13/2023				Thief hatch on tank 2	1/12/2024	1/19/2024	12/18/2023	1/12/2024	7	56	49	12/20/2023	2/7/2024	2	2	19	26
12/13/2023				Thief hatch on tank 9	1/12/2024	1/19/2024	12/18/2023	1/12/2024	7	56	49	12/20/2023	2/7/2024	2	2	19	26
12/13/2023				Thief hatch on tank 10	1/12/2024	1/19/2024	12/18/2023	1/12/2024	7	56	49	12/20/2023	2/7/2024	2	2	19	26
12/15/2023	Wagner	12.2	P0118179	Water level controller on hp separator 1	1/14/2024	1/14/2024	12/20/2023	1/14/2024	0	53	53	12/15/2023	2/6/2024	0	0	0	23
12/15/2023				Water level controller on hp separator 2	1/14/2024	1/14/2024	12/20/2023	1/14/2024	0	53	53	12/15/2023	2/6/2024	0	0	0	23
12/15/2023				Oil level controller on hp separator 2	1/14/2024	1/14/2024	12/20/2023	1/14/2024	0	74	74	12/15/2023	2/27/2024	0	0	0	44
12/13/2021	Ware	12.1	P0124981	Thief hatch 4 latch	1/12/2022	1/12/2022	12/18/2021	1/12/2022	0	59	59	12/13/2021	2/10/2022	0	0	29	29
7/12/2023	Wesley	12.1	P0116834	Catalytic heater in the fuel house	8/11/2023	8/11/2023	7/17/2023	8/11/2023	0	118	118	7/12/2023	11/7/2023	0	0	0	88
1/11/2021	Yankee	12.1	P0122355	Big joe in GPU 5	2/10/2021	2/10/2021	1/16/2021	2/10/2021	0	39	39	1/11/2021	2/19/2021	0	0	9	9