



U.S. Department of Transportation
**Pipeline and Hazardous Materials
Safety Administration**

1200 New Jersey Avenue, S.E.
Washington, D.C. 20590

April 21, 2026

VIA EMAIL TO: justin.trettel@eqt.com

Justin Trettel
Vice President
EQT Production Company
2200 Energy Drive
Canonsburg, Pennsylvania 15317

CPF No. 1-2025-033-NOPV

Dear Mr. Trettel:

Enclosed please find a Consent Order incorporating the terms of the Consent Agreement between the Pipeline and Hazardous Materials Safety Administration (PHMSA) and EQT Production Company, which was executed on April 14, 2026. Service of the Consent Order and Consent Agreement by electronic mail is deemed effective upon the date of transmission and acknowledgement of receipt, or as otherwise provided under 49 CFR § 190.5.

Thank you for your cooperation in this matter.

Sincerely,

Linda Daugherty
Acting Associate Administrator
for Pipeline Safety

Enclosure: Consent Order and Consent Agreement

cc: Robert Burrough, Region Director, Eastern Region, Office of Pipeline Safety, PHMSA
Brianne Kurdock, Counsel for EQT, Babst Calland, bkurdock@babstcalland.com

CONFIRMATION OF RECEIPT REQUESTED

	)	
In the Matter of	)	
	)	
EQT Production Company,	)	CPF No. 1-2025-033-NOPV
	)	
Respondent.	)	
	)	

By letter dated October 17, 2025, pursuant to 49 CFR § 190.207, the Pipeline and Hazardous Materials Safety Administration (PHMSA), Office of Pipeline Safety (OPS), Eastern Region, issued a Notice of Probable Violation and Proposed Civil Penalty (Notice) to EQT Production Company (EQT or Respondent).

Accordingly, the Consent Agreement is hereby approved and incorporated by reference into this Consent Order issued pursuant to 49 CFR § 190.219. EQT is hereby ordered to comply with the terms of the Consent Agreement pursuant to its terms. Pursuant to 49 U.S.C. § 60101, *et seq.*, failure to comply with this Consent Order may result in the assessment of civil penalties as set forth in 49 U.S.C. § 60122 and 49 CFR § 190.223, or in referral to the Attorney General for appropriate relief in a district court of the United States.

Linda Daugherty
Acting Associate Administrator
for Pipeline Safety

Date Issued

**U.S. DEPARTMENT OF TRANSPORTATION
PIPELINE AND HAZARDOUS MATERIALS SAFETY ADMINISTRATION
OFFICE OF PIPELINE SAFETY
WASHINGTON, D.C. 20590**

In the Matter of	)	
	)	
EQT Production Company,	)	CPF No. 1-2025-033-NOPV
	)	
Respondent.	)	
	)	

CONSENT AGREEMENT

From November 9, 2022, through March 3, 2025, representatives of the Pipeline and Hazardous Materials Safety Administration (PHMSA), Office of Pipeline Safety (OPS), pursuant to Chapter 601 of Title 49, United States Code (U.S.C.), investigated a substantial release of natural gas at the Rager Mountain Underground Natural Gas Storage Field (Rager Mt. UNGSF), operated by EQT Production Company (EQT)¹ in Jackson Township, Cambria County, Pennsylvania. The Rager Mt. UNGSF includes ten operating storage wells and two observation wells and is connected via pipeline segments to interstate gas transmission pipelines.

As a result of the investigation, the Director, Eastern Region, OPS (Director), issued to Respondent, by letter dated October 17, 2025, a Notice of Probable Violation and Proposed Civil Penalty (Notice), which also included a warning item pursuant to 49 CFR § 190.205. In accordance with 49 CFR § 190.207, the Notice proposed finding that EQT committed two violations of 49 CFR Part 192 and proposed a civil penalty of \$939,900.

EQT responded to the Notice by letter dated November 17, 2025 (Response). Respondent contested the alleged violations and the proposed civil penalty, and requested a hearing. EQT also requested to meet informally with PHMSA to discuss the matters raised in its Response.

PHMSA and Respondent (the Parties) subsequently met to discuss the issues raised in the Responses. As a result of those discussions and as explained in more detail below, the Parties have agreed to a Consent Agreement (Agreement) by which PHMSA makes two findings of violations. Respondent will pay a reduced civil penalty in the amount of **\$466,550**, and Respondent will complete certain compliance actions.

¹ At the time of the incident, Equitrans Midstream Corporation (OPID 31604) operated the Rager Mt. UNGSF. The facility is now operated by EQT Production Company (OPID 39491).

Having agreed that settlement of this proceeding will avoid further administrative proceedings or litigation and will serve the public interest by promoting safety and protection of the environment, pursuant to 49 U.S.C. § 60101, *et seq.* and 49 CFR Part 190, and upon consent and agreement, the Parties hereby agree as follows:

I. General Provisions:

1. Respondent acknowledges that as the operator of the pipeline facilities subject to the Notice, Respondent and its referenced pipeline facilities are subject to the jurisdiction of the Federal pipeline safety laws, 49 U.S.C. § 60101, *et seq.*, and the regulations and administrative orders issued thereunder. For purposes of this Agreement, Respondent acknowledges that it received proper notice of PHMSA's action in these proceedings and that the Notice states a claim upon which relief may be granted pursuant to 49 U.S.C. § 60101, *et seq.*, and the regulations and orders issued thereunder.

2. After Respondent returns this signed Agreement to PHMSA, the Agency's representative will present it to the Associate Administrator for Pipeline Safety, recommending that the Associate Administrator adopt the terms of this Agreement by issuing an administrative order (Consent Order) incorporating the terms of this Agreement. The terms of this Agreement constitute an offer of settlement until accepted by the Associate Administrator. Once accepted, the Associate Administrator will issue a Consent Order incorporating the terms of this Agreement.

3. Respondent consents to the issuance of the Consent Order, and hereby waives any further procedural requirements with respect to its issuance. Respondent waives all rights to contest the adequacy of the Notice, or the validity of the Consent Order or this Agreement, including all rights to administrative or judicial hearings or appeals, except for the Dispute Resolution provisions set forth herein. Respondent agrees to withdraw its request for an administrative hearing regarding the Notice upon receipt of the Consent Order.

4. This Agreement shall apply to and be binding upon PHMSA and Respondent, its officers, directors, and employees, and their successors, assigns, or other entities or persons otherwise bound by law. Respondent agrees to provide a copy of this Agreement and any incorporated work plans and schedules to all of Respondent's officers, employees, and agents whose duties might reasonably include compliance with this Agreement.

5. This Agreement constitutes the final, complete and exclusive agreement and understanding between the Parties with respect to the settlement embodied in this Agreement. The Parties acknowledge that there are no representations, agreements or understandings relating to settlement other than those expressly contained in this Agreement, except that the terms of this Agreement may be construed by reference to the Notice.

6. Nothing in this Agreement affects or relieves Respondent of its responsibility to comply with all applicable requirements of the Federal pipeline safety laws, 49 U.S.C. § 60101, *et seq.*, and the regulations and orders issued thereunder. Nothing in this Agreement alters PHMSA's right of access, entry, inspection, and information gathering or PHMSA's authority to

bring enforcement actions against Respondent pursuant to the Federal pipeline safety laws, the regulations and orders issued thereunder, or any other provision of Federal or State law.

7. For all transfers of ownership or operating responsibility of Respondent's pipeline system referenced herein, Respondent will provide a copy of this Agreement to the prospective transferee at least 30 days prior to such transfer. Respondent will provide written notice of the transfer to the Director no later than 60 days after the transfer occurs.

8. This Agreement does not waive or modify any Federal, State, or local laws or regulations that are applicable to Respondent's pipeline systems. This Agreement is not a permit, or a modification of any permit, under any Federal, State, or local laws or regulations. Respondent remains responsible for achieving and maintaining compliance with all applicable Federal, State, and local laws, regulations and permits.

9. This Agreement does not create rights in, or grant any cause of action to, any third party not party to this Agreement. The U.S. Department of Transportation is not liable for any injuries or damages to persons or property arising from acts or omissions of Respondent or its officers, employees, or agents carrying out the work required by this Agreement. Respondent agrees to hold harmless the U.S. Department of Transportation, its officers, employees, agents, and representatives from any and all causes of action arising from any acts or omissions of Respondent or its contractors in carrying out any work required by this Agreement.

10. Except as set forth herein, this Agreement does not constitute a finding of violation of any other federal law or regulation and may not be used in any civil proceeding of any kind as evidence or proof of any fact, fault or liability, or as evidence of a violation of any law, rule, regulation, or requirement, except in a proceeding to enforce the provisions of this Agreement or in future PHMSA enforcement actions.

II. Findings of Violation:

11. ***Item 1 - 49 CFR § 192.12(b)(2):*** The Notice alleged that EQT failed to follow section 8, *Risk Management for Gas Storage Operations*, in American Petroleum Institute Recommended Practice 1171 (2015) (API RP 1171) (incorporated by reference, *see* section 192.7).² Specifically, the Notice alleged that 1) EQT failed to use available information regarding operational characteristics, such as individual well deliverability, and previous integrity issues with top joint casing corrosion at the Rager Mt. UNGSF, including at Well 2244, to determine susceptibility to threat and hazard-related events and to assess threat and hazard interaction in accordance with section 8.3.2 in API RP 1171 and 2) EQT failed to evaluate the potential threat and hazard of top joint casing corrosion impacting Rager Mt.

- i. EQT asserted in its Response that it did not receive any indication that an integrity issue with top joint casing corrosion existed at Well 2244 prior to the incident.

² Section 192.7(b)(11) has since been updated to incorporate a new version of API RP 1171: API Recommended Practice 1171, Functional Integrity of Natural Gas Storage in Depleted Hydrocarbon Reservoirs and Aquifer Reservoirs, 2nd edition, November 2022, including Errata 1, September 2023 (API RP 1171).

During the informal meeting, EQT provided information that prior to the incident it had submitted numerous requests to the previous operator seeking additional data on the Rager Mt. wells and when it did not receive the requested information from the previous operator, it accelerated its risk ranking on the Rager Mt. wells. EQT logged the wells at the Rager Mt. facility prior to the incident and the data provided by the vendor did not indicate a top joint casing corrosion issue.

- ii. For purposes of settlement, EQT does not contest this allegation of violation. As such, PHMSA finds a violation of 49 CFR § 192.12(b)(2).

12. **Item 2 - 49 CFR § 192.12(c):** The Notice alleged that EQT failed to follow its manual of written procedures for emergency preparedness and response activities. Specifically, the Notice alleged that EQT failed to follow its *Storage Well Emergency Response Plan, Rev-2* (Jan. 24, 2022) by failing to design and implement a dynamic kill or other special kill procedures to overbalance and gain control of the well no later than seven days after the incident, or by November 12, 2022. For purposes of settlement, EQT does not contest this allegation of violation. As such, PHMSA finds a violation of 49 CFR § 192.12(c).

13. Each Item in Section II will be considered by PHMSA as a prior offense in any future PHMSA enforcement action taken against Respondent.

III. Warning Item:

14. **Item 3 - 49 CFR § 192.12(c):** The Notice alleged that EQT failed to maintain records necessary to administer its procedures in accordance with section 192.12(c). Specifically, the Notice alleged that EQT failed to maintain records required by its *Storage Well Emergency Response Plan, Rev-2* (Jan. 24, 2022), such as well control incident data sheets, and records from meetings during the November 2022 reportable incident with attendance and action items. This Item was brought as a warning and does not constitute a finding of violation. EQT accepts the warning as alleged.

IV. Civil Penalty:

15. **Item 1:** The Notice proposed assessing a civil penalty in the amount of \$483,800 for Item 1. EQT requested that the proposed civil penalty be reduced or withdrawn to reflect the efforts EQT took prior to the incident, including accelerating the risk ranking. PHMSA agrees that a reduction to the proposed civil penalty is appropriate after considering other matters that justice may require. Accordingly, PHMSA reduces the civil penalty to \$120,950.

16. **Item 2:** The Notice proposed assessing a civil penalty in the amount of \$456,100 for Item 2. EQT requested that the proposed civil penalty be reduced to reflect, among other things, that there was only one instance of a violation and its duration was shorter than alleged. PHMSA agrees that a reduction to the proposed civil penalty is appropriate after adjusting for the duration and instances of violation. Accordingly, PHMSA reduces the civil penalty to \$345,600.

17. Respondent will pay a total reduced civil penalty in the amount of **\$466,550**, pursuant to the payment instructions at 49 CFR § 190.227(a), to be paid in full no later than 20 days from the ***Effective Date*** of this Agreement.

V. Compliance Terms:

18. ***Item 1:*** The Notice did not include a proposed compliance order, but as a result of informal discussions, and in order to resolve any ongoing concerns at the Rager Mt. UNGSF, EQT agrees to complete the following actions:

- i. Update the risk procedure to include top joint threat interaction including casing thinning and Class 4 feature interaction within the top 30 feet;
- ii. Revise the emergency response procedures to include all lessons learned from the 2022 incident;
- iii. Create a well gel evaluation and gelling criteria procedure;
- iv. Develop a surveillance logging evaluation and criteria procedure;
- v. Add vent systems to all annuli with an inert gas blanket at Rager;
- vi. Add pressure transmitters to all annuli at Rager Mt. UNGSF for remote monitoring;
- vii. Conduct a downhole assessment at Rager Mt. UNGSF during calendar year 2027 and provide the results to the Director;
- viii. Use additional logging technology at EQT's storage facilities when logging assessments are conducted in 2027; and
- ix. Conduct a lessons learned presentation before the American Gas Association's Underground Natural Gas Storage Committee no later than spring 2027 and provide a copy of the presentation to the Director.
- x. EQT has completed Corrective Measures (i)-(vi) in advance of the execution of this Consent Agreement, and documentation has been reviewed by the Director. EQT agrees to complete Corrective Measures (vii)-(ix) and provide documentation of completion to the Director by December 31, 2027.

VI. Enforcement:

19. This Agreement is subject to all enforcement authorities available to PHMSA under 49 U.S.C. § 60101, *et seq.*, and 49 CFR Part 190, including administrative civil penalties under 49 U.S.C. § 60122, of up to \$272,926 per violation for each day the violation continues and referral of the case to the Attorney General for judicial enforcement, if PHMSA determines that Respondent is not complying with the terms of this Agreement in accordance with the determinations made by the Director, or in accordance with decisions of the Associate Administrator if resolved pursuant to the Dispute Resolution process herein. The maximum civil penalty amounts are adjusted annually for inflation. *See* 49 CFR § 190.223. All work plans and associated schedules set forth or referenced in Section V (Compliance Terms) are automatically incorporated into this Agreement and are enforceable in the same manner.

VII. Review and Approval Process:

20. With respect to any submission under Section V (Compliance Terms) of this Agreement that requires the approval of the Director, the Director may: (a) approve, in whole or in part, the submission; (b) approve the submission on specified, reasonable conditions; (c) disapprove, in whole or in part, the submission; or (d) any combination of the foregoing. If the Director approves, approves in part, or approves with conditions, Respondent will take all actions as approved by the Director, subject to Respondent's right to invoke the dispute resolution procedures with respect to any conditions the Director identifies. If the Director disapproves all or any portion of the submission, the Director will provide Respondent a written notice of the deficiencies. Respondent will correct all deficiencies within the time specified by the Director and resubmit it for approval.

VIII. Dispute Resolution:

21. The Director and Respondent will informally attempt to resolve any disputes arising under this Agreement, including any decision of the Director under the terms of Sections V (Compliance Terms) and VII (Review and Approval Process). If Respondent and the Director are unable to informally resolve the dispute within 15 calendar days after the dispute is first raised, in writing, to the Director, Respondent may submit a written request for a determination resolving the dispute from the Associate Administrator. Such request must be made in writing and provided to the Director, counsel for the Eastern Region, and to the Associate Administrator, no later than 10 calendar days from the 15-day deadline for informal resolution referenced in this paragraph. Along with its request, Respondent must provide the Associate Administrator with all information Respondent believes is relevant to the dispute. Decisions of the Associate Administrator under this paragraph will constitute final agency action. The existence of a dispute and PHMSA's consideration of matters placed in dispute will not excuse, toll, or suspend any term or timeframe for completion of any work to be performed under this Agreement during the pendency of the dispute resolution process.

IX. Effective Date:

22. The term "Effective Date," as used herein, is the date on which the Consent Order is issued by the Associate Administrator incorporating the terms of this Agreement.

X. Recordkeeping and Information Disclosure:

23. Unless otherwise required in this Agreement, Respondent agrees to maintain records demonstrating compliance with all requirements of this Agreement for a period of at least five (5) years following completion of all work to be performed, unless a longer period of time is required pursuant to 49 CFR Parts 190-199. For any reports, plans, or other deliverables required to be submitted to PHMSA pursuant to this Agreement, Respondent may assert a claim of business confidentiality or other protections applicable to the release of information by PHMSA, covering part or all of the information required to be submitted to PHMSA pursuant to this Agreement in accordance with 49 CFR Part 7.

Respondent must mark the claim of confidentiality in writing on each page, and include a statement specifying the grounds for each claim of confidentiality. PHMSA determines release

of any information submitted pursuant to this Agreement in accordance with 49 CFR Part 7, the Freedom of Information Act, 5 U.S.C. § 552, DOT and PHMSA policies, and other applicable regulations and Executive Orders.

XI. Modification:

24. The terms of this Agreement may be modified by mutual agreement of the Parties. Such modifications must be in writing and signed by both parties.

XII. Termination:

25. This Agreement will remain in effect until the Civil Penalty in Section IV is paid in full and the Compliance Terms in Section V are satisfied, as determined by the Director. The Agreement shall not terminate until the Director confirms, in writing, that the Agreement is terminated in accordance with this paragraph. Nothing in this Agreement prevents Respondent from completing any of the obligations earlier than the deadlines provided for in this Agreement.

XIII. Ratification:

26. The Parties' undersigned representatives certify that they are fully authorized to enter into the terms and conditions of this Agreement and to execute and legally bind such party to this document.

27. The Parties hereby agree to all findings, conditions, and terms of this Agreement.

For EQT Production Company:

Justin Trettel, Vice President

Date

For PHMSA:

Director, Eastern Region, Office of Pipeline Safety

Date