

April 8, 2021

VIA ELECTRONIC MAIL TO: thomas.wooden@enbridge.com

Mr. Thomas V. Wooden, Jr.
Vice President, GTM Engineering and Asset Management
Texas Eastern Transmission, LP
5400 Westheimer Court
P.O. Box 1642
Houston, Texas 77056

CPF No. 4-2020-018-NOPV

Dear Mr. Wooden:

Enclosed please find a Consent Order incorporating the terms of the Consent Agreement between the Pipeline and Hazardous Materials Safety Administration (PHMSA) and Texas Eastern Transmission, LP, which was executed on April 8, 2021. Service of the Consent Order and Consent Agreement by electronic mail is deemed effective upon the date of transmission, or as otherwise provided under 49 C.F.R. § 190.5.

Thank you for your cooperation in this matter.

Sincerely,

Alan K. Mayberry
Associate Administrator
for Pipeline Safety

Enclosure: Order and Consent Agreement

cc: Ms. Mary McDaniel, Director, Southwest Region, Office of Pipeline Safety, PHMSA
Ms. Michele Harradence, Vice President, Gas Transmission and Midstream Operations
Texas Eastern Transmission, LP, michele.harradence@enbridge.com
Ms. Annie Cook, Esq., Troutman Pepper, Counsel for Texas Eastern Transmission, LP,
annie.cook@troutman.com
Ms. Catherine Little, Esq., Troutman Pepper, Counsel for Texas Eastern Transmission,
LP, catherine.little@troutman.com

CONFIRMATION OF RECEIPT REQUESTED

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

In the Matter of)	
)	
Texas Eastern Transmission, LP,)	
a subsidiary of Enbridge Inc.,)	CPF No. 4-2020-018-NOPV
)	
Respondent.)	

CONSENT AGREEMENT AND ORDER

On March 30, 2020, pursuant to 49 U.S.C. § 60117, representatives of the Pipeline and Hazardous Materials Safety Administration (PHMSA), Office of Pipeline Safety (OPS), reviewed Texas Eastern Transmission, LP’s (TETLP or Respondent) Operator Registry Notification F-20200330-23823 that the company had filed through the PHMSA Portal. As a result of the review, the Director, Southwest Region, OPS (Director), issued to Respondent, by letter dated December 9, 2020, a Notice of Probable Violation and Proposed Civil Penalty (Notice), pursuant to 49 C.F.R. § 190.207. The Notice alleged that TETLP violated 49 C.F.R. § 191.22(c)(1) and proposed a civil penalty of \$36,200 for the alleged violation.

TETLP responded to the Notice by letter dated January 11, 2021 (Response). Respondent contested the alleged violation and proposed civil penalty, and requested a hearing. Respondent also requested to meet with Southwest Region to potentially resolve the issues without resorting to a hearing. TETLP offered additional information in response to the Notice and TETLP and Southwest Region held meetings telephonically on January 26, February 16, and March 4, 2021, to discuss resolution of this proceeding.

As a result of these meetings, the TETLP and PHMSA (collectively, the Parties) have reached an agreement, as set forth herein, and agree that this Consent Agreement and Order (Agreement) will serve to avoid further administrative proceedings or litigation, is the most appropriate means of resolving this proceeding, and will best promote safety and the public interest.

Therefore, pursuant to 49 C.F.R. Part 190 and upon consent and agreement of the Parties, it is Ordered and Adjudged as follows:

I. General Provisions

1. Respondent acknowledges that as the operator of the Colerain Compressor Station, Respondent and its Colerain Compressor Station located in Belmont County, Ohio 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 further acknowledges that it received proper notice of PHMSA's action in this proceeding and that the Notice states claims upon which relief may be granted pursuant to 49 U.S.C. 60101, *et seq.*, and the regulations and orders issued thereunder.

2. Respondent agrees to the terms of this Agreement, and hereby waives any further procedural requirements with respect to its issuance. Respondent further waives all rights to contest the adequacy of notice, or the validity of this Agreement, including all rights to administrative or judicial hearings or appeals, except as set forth herein.

3. This Agreement shall apply to and be binding upon PHMSA and TETLP, its officers, directors, and employees, and its successors, assigns, or other entities or persons otherwise bound by law.

4. 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.

5. 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 TETLP pursuant to the Federal pipeline safety laws, the regulations and orders issued thereunder, or any other provision of Federal or State law.

6. 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. TETLP remains responsible for achieving and maintaining compliance with all applicable Federal, State, and local laws, regulations and permits.

7. 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. TETLP 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.

II. Finding of Violation for Item 1 of the Notice

8. With regard to Item 1 of the Notice, PHMSA finds that TETLP violated 49 C.F.R. § 191.22(c)(1), as alleged in the Notice, by notifying PHMSA of the Colerain Compressor Station construction rehabilitation project less than 60 days prior to construction. This finding of

violation will be considered a prior offense in any subsequent enforcement action taken against Respondent.

9. 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 the violation of any law, rule, regulation or requirement, except in a proceeding to enforce the provisions of this Agreement.

III. Civil Penalty

10. Respondent agrees to pay a civil penalty in the amount \$18,100 in connection with Item 1 of the Notice. PHMSA finds that this penalty amount is appropriate given the particular facts, circumstances, and mitigating factors of this case and properly reflects the penalty assessment considerations found in 49 C.F.R. § 190.225.

11. TETLP will pay the civil penalty amount in Paragraph 10 within 30 calendar days of the Effective Date of this Agreement. Payment may be made by sending a certified check or money order (containing the CPF Number for this case), made payable to "U.S. Department of Transportation," to the Federal Aviation Administration, Mike Monroney Aeronautical Center, Financial Operations Division (AMK-325), 6500 S. MacArthur Blvd, Oklahoma City, Oklahoma 79169. Federal regulations (49 C.F.R. § 89.21(b)(3)) also permit payment to be made by wire transfer through the Federal Reserve Communications System (Fedwire), to the account of the U.S. Treasury. Questions concerning wire transfers should be directed to: Financial Operations Division (AMK-325), Federal Aviation Administration, Mike Monroney Aeronautical Center, 6500 S MacArthur Blvd, Oklahoma City, Oklahoma 79169. The Financial Operations Division telephone number is (405) 954-8845.

12. Failure to pay the \$18,100 civil penalty will result in accrual of interest at the current annual rate in accordance with 31 U.S.C. § 3717, 31 C.F.R. § 901.9, and 49 C.F.R. § 89.23. Pursuant to those same authorities, a late penalty charge of six percent (6%) per annum will be charged if payment is not made within 110 days of service. Furthermore, failure to pay the civil penalty may result in referral of the matter to the Attorney General for appropriate action in a district court of the United States.

13. This case closes automatically upon receipt of payment.

IV. Enforcement

14. This Agreement is subject to all enforcement authorities available to PHMSA under 49 U.S.C. § 60101, *et seq.*, and 49 C.F.R. Part 190, including administrative civil penalties under 49 U.S.C. § 60122, 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 determinations made by the Director, or if appealed, in accordance with the decision of the Associate Administrator. The maximum civil penalty amounts are adjusted annually for inflation. *See, e.g.*, Pipeline Safety: Inflation Adjustment of Maximum Civil Penalties, 82 Fed. Reg. 19325 (April 27, 2017).

V. Effective Date

15. The term “Effective Date,” as used herein, is the date on which this Agreement has been signed by both TETLP and PHMSA.

VI. Ratification

16. 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.

For Texas Eastern Pipeline, LP:

**For the Pipeline and Hazardous Materials
Administration, Office of Pipeline Safety:**

Name: Thomas V. Wooden, Jr.
Title: Vice President

Name: Alan K. Mayberry
Title: Associate Administrator for Pipeline
Safety, Office of Pipeline Safety, PHMSA

April 6, 2021

April 8, 2021

Date:

Date: