

December 28, 2023

VIA ELECTRONIC MAIL TO: carlinconner@imtt.com

Mr. Carlin Conner
President and Chief Executive Officer
IMTT-Pipeline
400 Poydras Street, Suite 3000
New Orleans, Louisiana 77002

CPF No. 1-2022-016-NOPV

Dear Mr. Conner:

Enclosed please find a Consent Order incorporating the terms of the Consent Agreement between the Pipeline and Hazardous Materials Safety Administration (PHMSA) and IMTT-Pipeline, which was executed on December 13, 2023. 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 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: Mr. Robert Burrough, Director, Eastern Region, Office of Pipeline Safety, PHMSA
Mr. Richard Jurisich, Esq., Secretary and General Counsel, IMTT-Pipeline,
richardjurisich@imtt.com
Mr. Shaun Revere, Chief Operating Officer, IMTT-Pipeline, shaunrevere@imtt.com
Ms. Susan Olenchuk, Esq., Van Ness Feldman LLP, Outside Counsel to IMTT-Pipeline
sam@vnf.com

CONFIRMATION OF RECEIPT REQUESTED

	)	
In the Matter of	)	
	)	
IMTT-Pipeline,	)	CPF No. 1-2022-016-NOPV
	)	
Respondent.	)	
	)	

Date Issued

	)	
In the Matter of	)	
	)	
	)	
IMTT-Pipeline,	)	CPF No. 1-2022-016-NOPV
	)	
	)	
Respondent.	)	
	)	

From May 10 through May 24, 2021, a representative of the Pipeline and Hazardous Materials Safety Administration (PHMSA), Office of Pipeline Safety (OPS), pursuant to Chapter 601 of 49 United States Code (U.S.C.), conducted an integrated inspection of the facilities and records of International-Matex Tank Terminals (IMTT)-Pipeline (IMTT or Respondent) and IMTT-Bayonne's records and facilities in Bayonne, New Jersey.¹ IMTT is an interstate hazardous liquid pipeline with approximately 40 miles of pipeline and 117 breakout tanks.

As a result of the inspection, the Director, Eastern Region, OPS (Director), issued to Respondent, by letter dated July 1, 2022, a Notice of Probable Violation, Proposed Compliance Order, and Proposed Civil Penalty (Notice), which also included warning items pursuant to 49 C.F.R. § 190.205. In accordance with 49 C.F.R. § 190.207, the Notice proposed finding that IMTT committed violations of provisions of 49 C.F.R. Part 195, proposed ordering Respondent to take certain measures to correct the alleged violations, and proposed a civil penalty of \$223,400. Seven probable violations (Items 3, 4, 5, 7, 8, 9, and 13) were brought as warnings, advising Respondent to correct the probable violations or face potential future enforcement action.

IMTT timely responded to the Notice (after a request for extension was requested and granted by the Director) on September 27, 2023 (Response).² Respondent contested Items 1, 2, 6, 11, and 12 in the Notice and the proposed civil penalty and the proposed compliance order and requested a hearing in this matter. Respondent also requested to meet informally with PHMSA to discuss the issues raised in the Response, stated that it was electing not to contest Items 10 and 14, and that Items 3, 4, 5, 7, 8, 9, and 13 were warning items.

² IMTT also provided an additional supplemental response to the Notice on February 6, 2023.

PHMSA and Respondent (the Parties) subsequently met to discuss the issues raised in the Response. As a result of those discussions, and as explained in more detail below, the Parties have agreed that the proposed compliance order for Items 10 and 14 are already completed, and have agreed to modify the terms of the proposed compliance order for Item 1. For Items 2, 6, 10, 11, and 12, the parties have agreed to a reduced total civil penalty assessment of **\$217,200**. IMTT withdrew its hearing request on February 2, 2023.

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 C.F.R. 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 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. 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 Consent 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 notice, or the validity of the Consent Order or this Agreement, including all rights to administrative or judicial hearings or appeals, except as set forth herein.

4. This Agreement shall apply to and be binding upon PHMSA and Respondent, its officers, directors, and employees, and its 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 PHMSA Eastern Regional 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 otherwise specified 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. Respondent neither admits nor denies any allegation or conclusion in the Notice or this Agreement, but agrees for purposes of this Agreement to comply with the terms of this Agreement.

11. Upon issuance of the Consent Order, the Parties agree to the following terms.

II. Findings of Violation:

12. *Item 1- 49 C.F.R. § 195.106:* The Notice alleged Respondent failed to determine the internal design pressure of its jurisdictional pipeline segments in accordance with § 195.106. Specifically, IMTT failed to use conservative yield strength and wall thickness values in §§ 195.106(b) and 195.106(c). IMTT challenged Item 1 on the grounds, in part, that it disputed the applicability of § 195.106 to the 12IN Linden-Bergen Point pipeline segment due to the date the

pipeline was constructed, and that OPS did not demonstrate that IMTT calculated internal design pressure using assumed values for wall thickness and yield strength. IMTT requested that this item be withdrawn, or in the alternative that the proposed compliance terms be revised. After settlement discussions, the Parties agree to narrow the scope of the compliance order to appropriately apply only to pipe constructed after 1970, and remove reference to “unknown properties on the pipeline” so the compliance order is limited to apply to wall thickness and pipe grade. PHMSA finds a violation of § 195.106.

13. Item 2- 49 C.F.R. § 195.402(a): The Notice alleged Respondent failed to conduct a review of its operations, maintenance and emergency (OM&E) manual at intervals not exceeding 15 months, but at least once each calendar year (for 2019 and 2020) and make appropriate changes as necessary to ensure its manual is effective, in accordance with § 195.402(a). IMTT contested this item and requested withdrawal of both the allegation and the proposed civil penalty. IMTT provided additional documentation regarding reviews of its OM&E and stated § 195.402(a) does not suggest an operator must explain in a revision log why changes to a procedural manual were made. As a result of the additional information and records provided during settlement discussions, the Parties agree to a reduced civil penalty assessment for this violation. PHMSA finds a violation of § 195.402(a)

14. Item 6- 49 C.F.R. § 195.405(a): The Notice alleged Respondent violated § 195.405(a) by failing to maintain records demonstrating that protection provided against ignitions arising out of static electricity, lightning, and stray currents during operations and maintenance activities involving aboveground breakout tanks was done in accordance with API RP 2003, and failed to note in its procedural manual why compliance with all or certain provisions of API RP 2003 was unnecessary for the safety of a particular breakout tank. IMTT contested Item 6 and requested that the proposed civil penalty be withdrawn. IMTT explained that consistent with API RP 2003 that Tank 7640 rests on a grade-level foundation and, therefore, is protected from the risk of static electricity, and that under NFPA 780 is protected from ignition caused by lightning. As a result of the settlement discussions the Parties agreed that a singular occurrence of violation of § 195.405(a) is appropriate as based on the facts, and the Parties agreed to a reduced civil penalty assessment for this violation. PHMSA finds a violation of § 195.405(a)

15. Item 10- 49 C.F.R. § 195. 452(l)(1): The Notice alleged Respondent violated § 195.452(l)(1) for failing to maintain records that demonstrate compliance with the requirements of subpart F. Specifically, IMTT failed to maintain documents of the evaluation of the capability of its leak detection required by § 195.452(i)(3). The Notice proposed a civil penalty and a proposed compliance order for this Item 10. IMTT did not contest the alleged violation or the assessment of the civil penalty, but stated it was submitting under separate cover information showing its compliance with the proposed compliance order, and requested the Director find that the compliance action had already been completed. As a result of the settlement discussions and additional documentation provided during such, the Parties agree the proposed compliance order in this matter has already been completed and to the assessment of the proposed civil penalty for this violation. PHMSA finds a violation of § 195.452(l)(1).

16. Item 11- 49 C.F.R. § 195.452(a)(1): The Notice alleged Respondent failed to take measures to prevent and mitigate the consequences of a pipeline failure that could affect a high consequence area. Specifically, during the course of calendar years 2019 and 2020, IMTT failed to implement preventative and mitigative actions as required pursuant to § 195.452(i)(1). IMTT contested Item 11 and requested that the proposed civil penalty be withdrawn. IMTT acknowledged that it did not provide completed copies of Form IMP-701B during the inspection, however, it explained it believed it did provide records demonstrating implementation of preventative and mitigative measures. After engaging in settlement discussions, PHMSA finds a violation of § 195.452(a)(1).

17. Item 12- 49 C.F.R. § 195.555: The Notice alleged Respondent violated § 195.555 by failing to require and verify supervisors maintain a thorough knowledge of that portion of corrosion control procedures established under § 195.402(c)(3) for which they are responsible for ensuring compliance. IMTT contested the alleged violation and the proposed civil penalty. IMTT explained the purpose of § 195.555 is to ensure that individuals who direct others to carry out corrosion control procedures have sufficient knowledge of the corrosion control procedures, and that IMTT relies on a third-party corrosion control contractor to perform corrosion control activities on its pipeline facilities. Respondent stated during the inspection it did not have an employee with the title corrosion control “supervisor,” but did have a corrosion control specialist who was being trained for such role and who worked with the third-party contractor, and who earned a NACE certificate for CP2-Cathodic Protection – Technician. After engaging in settlement discussions, PHMSA finds a violation of § 195.555.

18. Item 14- 49 C.F.R. § 195.64(c)(2)(i): The Notice alleged Respondent failed to notify PHMSA of a change in primary entity responsible for managing or administering a safety program required by this part covering pipeline facilities operated under multiple OPIDs in violation of § 195.64. Specifically, IMTT failed to notify PHMSA which OPID, IMTT or IMTT-Bayonne, is the primary OPID for managing IMTT’s safety program. IMTT did not contest the alleged violation and stated it has since provided the notification required under § 195.64, indicating its compliance with the proposed compliance order. IMTT requested PHMSA find that the proposed compliance order for Item 14 has already been completed. PHMSA finds a violation of 195.64(c)(2)(i).

III. Warning Items:

19. Item 3- 49 C.F.R. § 195.402(c)(13): The Notice alleged IMTT failed to conduct periodic reviews of the work done by operator personnel to determine the effectiveness of the procedures used in normal operation and maintenance and taking corrective action where deficiencies are found, in accordance with § 195.402(c)(13).

20. Item 4- 49 C.F.R. § 195.404(c)(3): The Notice alleged Respondent failed to maintain adequate records of each inspection or test required by Part 195 subpart F for at least two years or until the next inspection or test is performed, whichever is longer. Specifically, IMTT failed to maintain adequate records in calendar years 2019 and 2020 for conducting mainline valve inspections required by § 195.420(b).

21. Item 5- 49 C.F.R. § 195.404(c)(3): The Notice alleged Respondent failed to maintain adequate records of each inspection or test required by Part 195 subpart F for at least two years or until the next inspection or test is performed, whichever is longer. Specifically, IMTT failed to maintain adequate external visual (monthly) breakout tank inspection records for one of its tanks for calendar year 2020.

22. Item 7- 49 C.F.R. § 195.428(a): The Notice alleged Respondent failed to inspect and test each pressure limiting device, relief valve, pressure regulator, or other item of pressure control equipment at intervals not exceeding 15 months, but at least once each calendar year, to determine that it is functioning properly, is in good mechanical condition, and is adequate from the standpoint of capacity and reliability of operation for the service in which it is used. Specifically, IMTT failed in one instance to inspect and test an overpressure safety device in 2020.

23. Item 8- 49 C.F.R. § 195.432(b): The Notice alleged Respondent failed to inspect the physical integrity of in-service atmospheric and low-pressure steel aboveground breakout tanks according to API 653 (incorporated by reference into 49 C.F.R. Part 195, see 195.3(b)(19)), as prescribed in § 195.432(b). Specifically, IMTT did not perform external visual (monthly) breakout tank inspections for breakout tank 7640 for February through December 2019, as specified under API Standard 653 Section 6.3.1.3 – Routine In-Service Inspections.

24. Item 9- 49 C.F.R. § 195.452(b)(5): The Notice alleged Respondent failed to implement and follow its Integrity Management program. Specifically, IMTT failed to follow Liquid Integrity Management Program Procedure Version 1 dated June 2018 Section 8.4 regarding performance metrics for calendar year 2020.

25. Item 13- 49 C.F.R. § 195.473(d): The Notice alleged Respondent failed to inspect each cathodic protection system used to control corrosion on the bottom of an aboveground breakout tank to ensure that operation and maintenance of the system are in accordance with API RP 651 (incorporated by reference, see §195.3) and did not note in its corrosion control procedures why complying with all or certain operation and maintenance provisions of API RP 651 is not necessary for the safety of the tank. Specifically, IMTT failed to inspect the breakout tank cathodic protection system for tank 7640 during calendar years 2019 and 2020.

26. For Warning Items 3, 4, 5, 7, 8, 9, and 13, if OPS finds a violation of these provisions in a subsequent inspection, Respondent may be subject to future enforcement action.

IV. Civil Penalty:

27. Item 2: The Notice proposed a civil penalty of \$31,400 for alleged violation. IMTT requested withdrawal of the proposed civil penalty. IMTT provided additional documentation regarding reviews of its OM&E and stated § 195.402(a) does not suggest an operator must explain in a revision log why changes to a procedural manual were made. As a result of the additional information and records provided during settlement discussions (namely a

printout of a log from its software that was not provided during the inspection that reflects an “Annual O&M Review” and revisions that were made for “Bayonne Pipeline” during May 2019), Eastern Region accepts that an annual review of IMTT’s OM&E manual was conducted during that calendar year. For purposes of the Agreement, the Director agrees that a single occurrence (adjustment to the gravity consideration) of violation for calendar year 2020 is appropriate. Respondent agrees, without admission, to pay a reduced civil penalty in the amount of **\$31,100** for the violation in Item 2.

28. Item 6: The Notice proposed a civil penalty of \$64,600 for this alleged violation. IMTT requested that the proposed civil penalty be withdrawn. As a result of the settlement discussions the Parties agree that a singular (gravity consideration reductions), continuing occurrence of violation of § 195.405(a) is appropriate as based on the underlying facts of this allegation related to a single breakout tank. Respondent agrees, without admission, to pay a reduced civil penalty in the amount of **\$58,700** for the violation in Item 6.

29. Item 10: The Notice proposed a civil penalty of \$64,600 for this alleged violation. Respondent agrees, without admission, to pay the proposed civil penalty in the amount of **\$64,600** for the violation in Item 10.

30. Item 11: The Notice proposed a civil penalty of \$31,400 for this alleged violation. IMTT requested that the proposed civil penalty be withdrawn. As a result of settlement discussions, Respondent agrees, without admission, to pay the proposed civil penalty in the amount of **\$31,400** for the violation in Item 11.

31. Item 12: The Notice proposed a civil penalty of \$31,400 for this alleged violation. IMTT contested the proposed civil penalty. As a result of settlement discussions, Respondent agrees, without admission, to pay the proposed civil penalty in the amount of **\$31,400** for the violation in Item 12.

32. Respondent shall pay a total civil penalty in the amount of **\$217,200**, pursuant to the payment instructions at 49 C.F.R. § 190.227(a), to be paid in full no later than 20 days from the *Effective Date* of this Agreement.

V. Compliance Order:

33. Item 1: The Notice proposed certain compliance actions to address the non-compliance alleged in Item 1. As discussed above, Respondent requested, and the Parties agreed to, a revised compliance order for this item as follows:

IMTT must provide records justifying its determination of internal design pressure for the following segments in accordance with § 195.106(a):

1. 12IN Bergen Point – 5th Street Terminal
2. 12IN Linden – Bergen Point (for segments constructed after 1970)
3. 16IN 5th Street Terminal

If IMTT is unable to provide adequate records to support an internal design calculation that complies with § 195.106(a)-(c), IMTT must instead develop and submit a work plan for gathering adequate data to verify any unknown values for wall thickness and yield strength for the 12IN Bergen Point – 5th Street Terminal segment and the 16IN 5th Street Terminal segment and the portions of the 12IN Linden – Bergen Point segment constructed after 1970, for the Director’s review and approval. IMTT must complete this compliance order action within 90 days of the **Effective Date**.

34. Item 10: The Notice proposed certain compliance order actions to address the non-compliance alleged in Item 10. The proposed compliance order would have required IMTT complete a leak detection evaluation on its associated pipeline system, in accordance with § 195.452(i)(3), within 90 days of receipt of a Final Order in this matter. As discussed above, based on additional records submitted by IMTT during settlement discussions, namely a September 8, 2021, leak detection evaluation report, the Parties agreed that the proposed compliance order for this Item 10 has already been completed.

35. Item 14: The Notice proposed certain compliance order actions to address the non-compliance alleged in Item 14. The proposed compliance order would have required Respondent to submit notification to PHMSA through the national registry that its OPID’s - 32062 IMTT-Pipeline and OPID 39149 IMTT-Bayonne operate under a single Safety Program Relationship, with identification of the primary OPID responsible for managing the safety program, within 30 days of receipt of the Final Order. As discussed above, based on a review of current PHMSA records during settlement discussions, the Parties agree that the proposed compliance order for this Item 14 to make the required notification to PHMSA has already been completed.

VI. Enforcement:

36. 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, of up to \$257,664 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 if appealed, in accordance with decisions of the Associate Administrator. The maximum civil penalty amounts are adjusted annually for inflation. *See* 49 C.F.R. § 190.223.

VII. Dispute Resolution:

37. The Director and Respondent will informally attempt to resolve any disputes arising under this Agreement, including but not limited to any decision of the Director. 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 for Pipeline Safety, PHMSA. Such request must be made in writing and provided to the Director, counsel for the Eastern Region, and to the Associate Administrator for Pipeline Safety, 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, except as agreed by the Director or the Associate Administrator in writing, or ordered by a court of competent jurisdiction.

VIII. Effective Date:

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

IX. Recordkeeping and Information Disclosure:

39. 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. 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 C.F.R. 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 C.F.R. Part 7, the Freedom of Information Act, 5 U.S.C. § 552, DOT and PHMSA policies, and other applicable regulations and Executive Orders.

X. Review and Approval Process

40. With respect to any submission under Paragraph 33 (Compliance Order) 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.

XI. Modification:

41. 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. Ratification:

42. 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.

43. The Parties hereby agree to all conditions and terms of this Agreement.

XIII. Termination:

44. This Agreement will remain in effect until the Compliance Order in Paragraph 33 of Section V is 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.

For IMTT-Pipeline:

Date

For PHMSA:

Director, Eastern Region, Office of Pipeline Safety

Date