

February 2, 2021

VIA ELECTRONIC MAIL TO: saul flota@wplc.com

Mr. Saul Flota
President
Wolverine Pipe Line Company, LLC
8075 Creekside Drive, Suite 210
Portage, Michigan 49024

Re: CPF No. 3-2019-5016

Dear Mr. Flota:

Enclosed please find the Decision on the Petition for Reconsideration filed by Wolverine Pipe Line Company, LLC in the above-referenced case. For the reasons explained therein, the Decision denies your Petition for Reconsideration. This Decision constitutes the final administrative action in this proceeding. Service of the Decision 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 Pipe Line Safety

Enclosure

cc: Mr. Gregory Ochs, Director, Central Region, Office of Pipe Line Safety, PHMSA
Mr. William V. Murchison, Esq., Murchison Law Firm, PLLC,
vince.murchison@pipelinelegal.com

CONFIRMATION OF RECEIPT REQUESTED

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

In the Matter of

Wolverine Pipe Line Company,

Petitioner.

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DECISION ON PETITION FOR RECONSIDERATION

On September 3, 2020, the Pipeline and Hazardous Materials Safety Administration (PHMSA) issued a Final Order to Wolverine Pipe Line Company (Wolverine or the Respondent), in connection with a Notice of Probable Violation and Proposed Civil Penalty (NOPV or Notice) issued to the Respondent on April 11, 2019. The Final Order withdrew one allegation of violation and made two findings of violation. Specifically, the Final Order stated that Wolverine violated 49 C.F.R. Part 195.452(h)(4)(i) by failing to evaluate and remediate an immediate repair condition by temporarily reducing the operating pressure or shutting down the pipeline until the operator completed the repair; violated 49 C.F.R. Part 195.452(h) by failing to schedule evaluation and remediation of 180-day conditions within 180 days of discovery of the condition; and assessed a civil penalty of \$65,800.

On September 28, 2020, Wolverine filed a Petition for Reconsideration¹ of the Final Order requesting that PHMSA reconsider its findings of violation for Items 5 and 6. It also requested that the civil penalties be reconsidered.

Background

From May-July 2017, OPS conducted a comprehensive inspection of the Respondent's pipeline facilities, procedures, and records.

On April 11, 2019, PHMSA issued the Notice, which alleged three violations, six warning items, and proposed a total civil penalty of \$121,800. Wolverine filed a timely Request for Hearing on July 22, 2019, and participated in a hearing on November 5, 2019. On September 3, 2020, PHMSA issued a Final Order that withdrew one item, upheld two findings of violation under 49 C.F.R. Part 195.452(h)(4)(i) and 49 C.F.R. Part 195.452(h), and assessed a reduced civil penalty of \$65,800. After requesting and receiving an extension, Wolverine submitted a timely Petition for Reconsideration on September 28, 2020.

¹ Petition for Reconsideration, dated September 28, 2020 (Petition).

Standard of Review

Under 49 C.F.R. § 190.243, a respondent is afforded the right to petition the Associate Administrator for reconsideration of a Final Order. However, that right is not an appeal or an opportunity to seek a de novo review of the record.² It is a venue for presenting the Associate Administrator with information that was not previously available or requesting the correction of any errors in the Final Order. Requests for consideration of additional facts or arguments must be supported by a statement of reasons as to why those facts or arguments were not presented prior to the issuance of the Final Order. Repetitious information or arguments will not be considered.

Analysis

Issues of General Application

This section addresses Petitioner's general claims regarding "misunderstanding or oversight, due process, arbitrary and capricious agency action, the burden of proof, and fair notice."³ Specific claims regarding Items 5 and 6 will be addressed in the sections below.

I. Due Process, Fair Notice, and Burden of Proof

Petitioner's arguments regarding due process and fair notice are considered in the sections below that address Items 5 and 6. Contrary to the Petitioner's claims, the Final Order does not advance any novel interpretations of fact or law.

II. Item 5

The Final Order found that Wolverine violated §195.452(h)(4)(i), a section of the pipeline integrity management regulations that deals with immediate repair conditions discovered on hazardous liquid pipelines located in high consequence areas. Simply put, OPS requires that operators consider certain conditions as needing immediate repair when they are found to have certain defects. When, as here, an operator has discovered a dent located on the top of a pipeline (above the 4 and 8 o'clock positions) with any indication of metal loss, it must treat the condition as an immediate repair. For such conditions, an "operator **must** temporarily reduce the operating pressure or shut down the pipeline until the operator completes the repair of these conditions (emphasis added)."⁴

² 49 C.F.R. § 190.243(a)-(d).

³ Petitioner's Petition for Reconsideration (Petition), at 1.

⁴ §195.452(h)(4)(i).

To clarify the matter further, Wolverine does not dispute that (1) there was a dent that met criteria⁵ for an immediate repair; or (2) it completed the repair of this condition without either temporarily reducing the operating pressure or shutting down the pipeline. As thoroughly discussed in the Final Order, these facts are undisputed. Nevertheless, the Petitioner advances several arguments in support of its argument that it did not violate §195.452(h)(4)(i).

The Petitioner's primary objection lies in the Final Order's claimed "inference"⁶ that Wolverine discovered the immediate repair condition on June 10, 2015. The timing of discovery is an issue in this case because the Petitioner's obligation to act is dictated by when it discovers that it has an immediate repair condition on its pipeline. Contrary to the Petitioner's allegation, the Final Order included no finding that discovery occurred on June 10, 2015.

The Petitioner again argues that Mr. Cooper, Wolverine's contract risk and integrity specialist,⁷ used the time between June 10, 2015, the date that the final in-line inspection (ILI) report was delivered to Mr. Cooper, and June 26, 2015 (the date that it claims it formally discovered the immediate repair condition) for data integration and repair plan development. However, the facts demonstrate otherwise.

At the hearing, it became evident that, at the time of the alleged violation, Wolverine had only a single person qualified to review data for immediate repair conditions. Mr. Cooper was on vacation on June 10, 2015, the date that he was emailed a report indicating that Wolverine had an immediate repair condition. Since he was on vacation, he did not even begin the process of data integration and repair plan development until June 23, 2015. After examining these facts, it is evident that Wolverine wasted critical time to begin the process of implementing the requirements of §195.452(h)(4)(i) and Wolverine's own integrity management program (IMP) procedures. After returning from his vacation, Mr. Cooper convened a meeting on June 26, 2015, at which time he declared discovery of the condition. He declined to either start the process of shutting down the pipeline or implementing a reduction in the operating pressure – and instead proceeded to repair, which was completed on June 30, 2015. Mr. Cooper testified that he "recommended that we focus efforts on the repair of the anomaly because they did determine quickly that it was accessible, that they felt they could get in within just a few days and repair it." Mr. Murchison, Wolverine's counsel, specifically questioned Mr. Cooper as to why he did not

⁵ At the hearing, Mr. Cooper, Wolverine's risk and integrity specialist, testified at length about the reported dent, which he acknowledged met criteria for an immediate repair. Though Wolverine does not contest the fact that the dent met the criteria for an immediate repair condition, it should be noted that there is substantial evidence in the record that the condition met the established criteria for an immediate repair condition. In Wolverine's potential immediate repair conference meeting minutes, it clearly states that the dent with metal loss was "confirmed." Under "summary information about the anomaly," it was noted that the dent was in a high consequence area (HCA) and was a "1.25% OD (outside diameter) dent with metal loss at 2:16 o'clock." Operator Hearing Exhibit G, at 1.

⁶ Petition for Reconsideration, at 5.

⁷ Mr. Cooper is a contract Risk and Integrity Specialist. As of the date of the hearing, Mr. Cooper was the only person that Wolverine had in place with the specialized knowledge required to declare an immediate repair condition. "I'm the only qualified individual for Wolverine—as far as reviewing reports and developing repair plans." Transcript, at 212.

implement a pressure reduction. Mr. Cooper replied that “I was confident that if that anomaly had survived a 1,700 pound eight-hour test that it was not likely to fail in the next few days at 50 pounds or 17 maybe 200 pounds.”⁸ The problem with this reasoning is that the regulation does not afford operators the ability to defer a pressure reduction or a shutdown if, in their engineering judgement, it is simply more convenient to proceed to a repair.

The following exchange in the hearing transcript⁹ is illustrative:

MS. STEVENS: I just have one clarifying question about the call on the 26th. So the call on the 26th was convened because you had identified or discovered an immediate repair condition. My understanding is you were on vacation, you got back, you started moving things along. I think you said Tuesday the 23rd of that week---

MR. COOPER: That’s right. That would have been the first I had an opportunity to review the report and start the process of investigating it.

Given that it was addressing an immediate repair condition, Petitioner’s decision to not even begin investigating the anomaly until the 23rd (13 days after the June 10th email) and not begin implementing a pressure reduction or shutting down the pipeline pending its repair, ran afoul of the requirements of §195.452(h)(4)(i). While the Petitioner would have us believe that Mr. Cooper needed time to contact the vendor to confirm the anomaly, convene a meeting with technical experts, and pore over data in the ILI Report, the evidence demonstrates that, in actuality, he was on vacation and Wolverine had no other person available to receive or act on the reported condition. The Petitioner presented no evidence to justify why a pressure reduction or shutdown was not initiated between June 10, 2015 and June 26, 2015, Wolverine’s claimed discovery date. In fact, Mr. Cooper testified that he did not even look at the report until June 23, 2015, and subsequently completed the repair on June 30, 2015, which belies the Petitioner’s arguments that it used the time between June 10 and June 26, 2015 for data confirmation and repair plan development.

Accordingly, I reject the notion that “Mr. Cooper acted ‘promptly’ upon identifying the reported dent with metal loss, and [he] ‘analyzed quickly’ the data.”¹⁰ For whatever reason, the Petitioner exclusively focuses on the fact that Mr. Cooper did not take 180 days to achieve discovery, even though the regulation governing discovery makes it clear that “an operator must **promptly**, but no later than 180 days after an integrity assessment, obtain sufficient information... (emphasis added).” According to Merriam-Webster, “promptly” is an adverb meaning “in a prompt manner, without delay, [or] very quickly or immediately.” The evidence demonstrates that Wolverine did not act “promptly” and Petitioner advances no credible justification for why it should not be held to the regulatory standard.¹¹ Even when it was evident that a critical report

⁸ Transcript, at 174 and 176.

⁹ Transcript, at 214.

¹⁰ Petition for Reconsideration, at 6.

¹¹ 7.3 What constitutes 'discovery of a condition'?

had sat unread for 16 days, Mr. Cooper made a purposeful decision to simply schedule a repair and evade the regulatory requirement that mandated a pressure reduction or shut down pending repair.¹² Therefore, Petitioner's argument that Wolverine acted "promptly" must fail under the regulation governing discovery since it took 16 days for the Petitioner to confirm discovery of a condition for which it received initial notification on June 10, 2015. Beyond summary statements to the contrary, there is no evidence in the record that Petitioner needed 16 days to obtain any additional information on the condition to ascertain whether it had a potential threat to the integrity of its pipeline.

Following discovery, the subject regulation of this Item, §195.452(h)(4)(i), requires either a shutdown or pressure reduction pending repair. "To maintain safety, ***an operator must temporarily reduce the operating pressure or shut down the pipeline until the operator completes the repair of these conditions.***" This regulation is not ambiguous or misleading. The regulation is clear on its face and it afforded the regulatory community of adequate notice that, pending repair, an operator must take certain actions. Wolverine did not abide by this requirement and therefore has violated this regulation.

While I decline to affix a precise discovery date since the cited regulation is for §195.452(h)(4)(i), and not §195.452(h)(2), there is ample evidence to carry the agency's burden of proof under the preponderance of the evidence standard. PHMSA must carry the burden of proof for both the burden of production and the burden of persuasion.¹³ The agency has demonstrated that (1) the required action was not taken; and (2) based the finding of violation, in part, on testimony given by Wolverine's own employees.

The Petitioner also takes issue with sundry other issues. First, the Petitioner alleges that the Region's witness for Item 5 (one of several inspectors who developed and prosecuted this case), tied the Region's hands in disputing that Wolverine should have discovered the condition prior to June 26, 2015. This claim is spurious. Consider the following exchange¹⁴ between the Petitioner's counsel, Mr. Murchison, and the Region's witness, Ms. Alexander.

Discovery of a condition occurs when an operator has adequate information about the condition to determine that it presents a potential threat to the integrity of the pipeline. Depending on circumstances, an operator may have adequate information when the operator receives the preliminary internal inspection report, gathers and integrates information from other inspections, or when an operator receives the final internal inspection report. Operators are required to obtain sufficient information about a condition to make this determination no later than 180 days after an integrity assessment, unless the operator can demonstrate that the 180-day period is impractical. Liquid Integrity Management Rule Frequently Asked Questions.

¹² Ms. Alexander: I have another question. Has Wolverine qualified anyone else to be a risk and integrity specialist or are you still the only qualified person? Mr. Cooper: Currently the only qualified one. We have another person who, I think, in November is supposed to be certified or has the evaluation to obtain that qualification. (Transcript, at 217-218).

¹³ "A sanction may not be imposed or rule or order issued except on consideration of the whole record or those parts thereof cited by a party and supported by and in accordance with the reliable, probative, and substantial evidence." 5 U.S.C. § 556(d).

¹⁴ Condensed Transcript, at 149.

MR. MURCHISON: I find that nonresponsive, Your Honor. Let's move on then. Regarding the statement that Wolverine claimed a discovery date of June 26th, 2015, do you dispute that June 26th 2015, is the date of discovery for this subject condition?

MS. ALEXANDER: No, I'm not disputing it. That is per Wolverine.

Mr. MURCHISON: Regarding the statement that the repair was completed on June 30 of 2015, does the Agency dispute that date:

MS. ALEXANDER: Per Wolverine, no.

MR. MURCHISON: I want to know what you think. I want to know what Wolverine thinks. I want to know what you think. Do you have a dispute with June 30 as the repair date?

MS. ALEXANDER: No.

MR. MURCHISON: Thank you. Do you have a dispute with June 26th as the discovery date?

MS. ALEXANDER: No.

The Petitioner argues that Ms. Alexander's testimony precludes OPS from contesting Wolverine's claimed June 26, 2015 discovery date. This is a deliberate misstatement of the above exchange. When asked if she disputes the June 26, 2015 discovery date, Ms. Alexander stated: "No, I'm not disputing it. That is per Wolverine." The simplest interpretation of Ms. Alexander's statement is that she is not disputing the fact that Wolverine claimed that June 26 2015 was the discovery date. Despite Mr. Murchison's follow-up questions, where he attempts to corner the witness into acceding to the June 26, 2015 date, it is clear that Ms. Alexander was simply confirming Wolverine's claim. It is my opinion, having reviewed the testimony, that Ms. Alexander was **not** stating that the Region concurred with Wolverine's claimed discovery date of June 26, 2015.

Second, the Petition falsely refers to Mr. Cooper's "inability to access and address the final ILI report until Tuesday, June 23..." As stated above, Mr. Cooper was on a vacation. The ILI report was available on June 10, 2015 – although it simply sat unattended to for 13 days. Whether or not Wolverine knew that Mr. Cooper was on vacation, it made the decision to have only one person qualified to act on that information. This circumstance does not constitute an "inability." Petitioner argues that Mr. Cooper acted "promptly" and "analyzed [the data] quickly" without any explanation for why the time period between June 10 and June 23 could not be considered when assessing its claimed discovery date. Taken to the extreme, Petitioner's argument would allow operators to defer responsibility for actionable items until they decided to "open the mail." That approach is contrary to reason and common sense. Contrary to the Respondent's argument that it utilized the time between June 10 and June 23 for data integration and verification, the evidence presented at the hearing and in the case file demonstrates that the Respondent took a very lackadaisical approach towards discovering an immediate repair condition. Regardless, this item of violation relates to §195.452(h)(4)(i), which requires a shutdown or pressure reduction pending repair, an action that was never taken by Wolverine.

Third, the Respondent argues simultaneously that the Final Order should include a finding of discovery date **and** that it should not have to defend its claimed discovery date since it “received no notice of a discovery issue or claim until it received the Region Recommendation.” Neither argument can withstand even cursory scrutiny. The Notice referenced the Petitioner’s claimed discovery date stating, “Wolverine claimed a discovery date of June 26, 2015 and completed repairs on the pipeline segment on June 30, 2015. However, following the inspection, Wolverine could not provide a record that a temporary pressure reduction was taken for an integrity ‘immediate repair condition’ on the pipeline segment.”¹⁵ The Petitioner was on notice that its claimed discovery date was at issue as soon as it received the Notice. In addition, at the hearing the Petitioner questioned OPS at length regarding the discovery date in this case, as the previous transcript interlude amply demonstrates. The Petitioner here strenuously objects that it is being forced to defend itself against claims for which it had no notice.¹⁶ However, the discovery date issue was presented in the Notice, discussed at the hearing, and briefed thoroughly by the parties. Therefore, I reject the argument that Petitioner did not have adequate notice that the discovery date was an ancillary part of the determination as to whether it violated §195.452(h)(4)(i).

The Petitioner also advances the argument that the Final Order erred in not establishing a date certain for the date of discovery. However, the Final Order included a finding that Wolverine’s claimed discovery date of June 26, 2015 was not in accordance with the regulatory mandate. While the Petitioner would rather have a fixed date, it must make due with the finding that its claimed discovery date, June 26, 2015, was outside the bounds allowed by common sense and the pipeline safety regulation for which it was cited, 49 C.F.R. § 195.452(h)(4)(i)(C). This finding of violation is, and always has been, squarely focused on the fact that Wolverine never took a pressure reduction or shut down the pipeline after finding an immediate repair condition on its pipeline.

Therefore, I uphold the finding of violation as to Item 5.

III. Item 6

49 C.F.R. § 195.452(h) provides special requirements for scheduling the evaluation and remediation of certain conditions, namely “180-day conditions.” To determine whether it has an 180-day condition, the regulation allows an operator to elect among various suitable strength calculation methods. The Petitioner repeats its claim that it used both the B31G and RSTRENG methodologies to determine that the subject conditions were not 180-day conditions. This position is belied by the evidence, as thoroughly explained in the Final Order.

Following an inspection and prior to issuance of an NOPV, operators are allowed to submit evidence of compliance. Wolverine did not submit any evidence that it concluded that it was compliant with this regulation because, at the time the NOPV was issued, it believed that it had missed the 180-day deadline. The Violation Report, which records the contemporaneous statement of the operator’s position states:

¹⁵ Notice, at 4.

¹⁶ Petition, at 8.

“Wolverine provided a written response that stated ‘Wolverine will evaluate and implement improvements to repair plan monitoring to help ensure all future deadlines are met. Note: this dig site was on a multi-year remediation plan, stewards failed to move this dig site up the priority list when the subsequent tool reclassified this from an ‘other condition’ to a potential 180-day repair. New Repair Tracking sheet being used, Open Items are reviewed at monthly Integrity Meetings to ensure deadlines are being met.”¹⁷

Wolverine argues that the Final Order misinterprets the regulation that requires it to meet these 180-day deadlines and allows it to use any calculation method it chooses at whatever time it elects to run said calculation. However, the Petitioner deliberately misunderstands both the Final Order and the Region’s position. Contrary to the Petitioner’s allegations, the Final Order does not advance a novel interpretation of this regulation. It applies common sense. Operators may not rely on one calculation method, then when presented with an allegation of violation years after the fact, run alternative calculations as a defense. The Petitioner states “Respondent’s program for evaluation and remediation of the conditions applied both the B31G methodology and the RSTRENG methodology,” a statement which is belied by the evidence in this case.¹⁸ Nonetheless, it would be perfectly permissible for an operator to run 10,000 different methodologies (provided the methodologies were proven) – as long as it documented its calculations and relied on those calculations to devise an implementation strategy. That is not what happened in this case. In this case, as amply demonstrated by the facts in the Violation Report and at the hearing, the evidence shows that Wolverine used the B31G calculation method. Wolverine **itself** believed that it had missed the 180-day deadline and admitted as much when questioned.¹⁹ This conduct presented a grave danger, as the operator itself believed that it was missing deadlines and took no action to address integrity threats on its pipeline. The regulation provides a 180-day deadline because, beyond this deadline, certain conditions are expected to become more unstable and compromise pipeline integrity. In order to comply with the regulation, an operator must simply determine what methodologies to use, record its calculations, and present those calculations to inspectors if called upon to justify their conduct. Had Wolverine done so, it would have never been cited in the first place.

However, the Petitioner would have us disregard any evidence that is not supportive of its own conclusions. The Final Order bases its findings on the facts in evidence. It is perfectly appropriate to consider an operator’s statements following receipt of the Notice. Weighing the evidence in its totality and proper context are critical to the final adjudication of fact and law. Operators may not, as here, rely on one calculation method, devise an implementation strategy and repair plan deadlines, then when presented with an allegation of violation four years later, run different calculation methods. It matters greatly that Wolverine relied on a methodology, then ignored the deadline for 180-day conditions. Wolverine itself believed that it missed these deadlines and that the subject conditions threatened the integrity of the pipeline. If Wolverine

¹⁷ Violation Report, at 42.

¹⁸ Petition, at 10.

¹⁹ Violation Report, at 42.

had evidence that it conducted two (or more) analyses when first making its determinations, and then did not therefore classify the conditions as 180-day conditions, the Petitioner's arguments would be apposite.²⁰

However, there is evidence directly contradictory to that factual scenario. Wolverine used one calculation methodology, missed the deadline, and was cited for that noncompliance in the Notice. To defend itself by, years after the fact, running another calculation, does not transform the Respondent's original conduct into compliance with the express language of the regulation. For obvious reasons, I decline to exclude the statement of the operator's own personnel and use this as direct evidence that Respondent violated 49 C.F.R. § 195.452(h).

IV. New Evidence and Arguments

This Decision does not consider any new evidence or arguments presented by the Petitioner.²¹ Part 190.243 states clearly "If the respondent requests the consideration of additional facts or arguments, the respondent must submit the reasons why they were not presented prior to issuance of the final order." Since the Petitioner does not present any reasons why the evidence or arguments were not presented prior to issuance of the Final Order, I decline to consider any evidence or facts that have not been fully briefed by both parties.²²

Furthermore, Petitioner's requests²³ for the exclusion of testimony or other evidence on the basis of the formal Rules of Evidence or Procedure are also denied. As is clearly demonstrated by our regulations, the conduct of PHMSA's hearings is strictly informal, the design of which is to enable the parties to present all evidence that leads to findings that are in the best interests of pipeline safety.²⁴ Both the Petitioner and OPS presented testimony and evidence that were evaluated for probity, and then fairly adjudicated. Given that our regulations explicitly state that the design of our hearing process is informal, it would be inappropriate to grant any request for the exclusion of evidence on any basis other than falsity. Violation Reports, which often record

²⁰ I specifically reject the Petitioner's argument that there is any "choice directive" or that an operator is bound once it applies either methodology. The evidence presented here is strong – and supports the allegation that the Petitioner solely ran (and relied) on the B31G calculation methodology.

²¹ "Respondent submits herewith one new item of evidence which is offered solely for the purpose of allowing precision in the calculation of whether Respondent acted appropriately in the context of Item 5. Further, new arguments asserted herein are for the purpose of illuminating perceived issues raised by the Final Order itself." Petition, at 2.

²² If the respondent requests the consideration of additional facts or arguments, the respondent must submit the reasons why they were not presented prior to issuance of the final order. § 190.243(b).

²³ "Respondent submits herewith one new item of evidence which is offered solely for the purpose of allowing precision in the calculation of whether Respondent acted appropriately in the context of Item 5. Further, new arguments asserted herein are for the purpose of illuminating perceived issues raised by the Final Order itself." Petition, at 2.

²⁴ "The hearing is conducted informally without strict adherence to rules of evidence." §190.211.

contemporaneous statements of the parties during inspections, are specifically listed in Part 190 as a part of the case file that the Associate Administrator considers in making a decision.²⁵ The Petitioner has made no allegations that the statements of its own employees were false. Accordingly, they may be considered as evidence, along with the testimony of both parties at the hearing.

Civil Penalties

Having dismissed Petitioner's arguments for Items 5 and 6, I find there is no reason to reassess the penalties set in the Final Order. I therefore uphold the civil penalties.

RELIEF GRANTED

Based on the information provided in the Petition, a review of the record, and for the reasons stated above, the relief sought in the Petition is denied and the finding of violation in Items 5 and 6 of the September 3, 2020 Final Order are upheld.

This Decision is the final administrative action in this proceeding.

February 2, 2021

Alan K. Mayberry
Associate Administrator
for Pipe Line Safety

Date Issued

²⁵ §190.207.