

March 2, 2021

VIA ELECTRONIC MAIL TO: michael.koby@enbridge.com

Mr. Michael Koby
Vice President, U.S. Operations
Enbridge, Inc.
5400 Westheimer Court
Houston, Texas 77056

CPF No. 3-2020-5016

Dear Mr. Koby:

Enclosed please find a Consent Order incorporating the terms of the Consent Agreement between the Pipeline and Hazardous Materials Safety Administration (PHMSA) and Express Holdings (USA), LLC, which was executed on March 1, 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: Mr. Gregory Ochs, Director, Central Region, Office of Pipeline Safety, PHMSA
Mr. David Stafford, Manager, U.S. Pipeline Compliance, Enbridge, Inc.
david.stafford@enbridge.com
Mr. Charles Drayton, Managing Legal Counsel, US Liquid Pipelines Law, Enbridge, Inc.
charles.drayton@enbridge.com
Mr. Darren Hunter, Hunter Masalski LLC, Counsel for Enbridge, Inc.
darren@huntermasalski.com

CONFIRMATION OF RECEIPT REQUESTED

NOW, THEREFORE, upon consent and agreement of the Parties, it is Ordered and Adjudged as follows:

I. General Provisions.

1. For purposes of this Agreement, Express Holdings acknowledges that the company and its pipeline system, known generally as the Express/Platte System, are subject to the jurisdiction of the Federal pipeline safety laws, 49 U.S.C. 60101, *et seq.*, and the applicable regulations and administrative orders issued thereunder.

2. Express Holdings 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.

3. Express Holdings agrees to the terms of this Agreement and hereby waives any further procedural requirements with respect to its issuance. Express Holdings further waives all rights to contest the validity of this Agreement, including all rights to administrative or judicial hearings or appeals.

4. For Item 1 of the Notice, PHMSA hereby re-issues Item 1 as a Warning Item pursuant to 49 C.F.R. § 190.205. PHMSA also agrees that Item 1 does not constitute a finding of violation and may not be considered by the agency as a prior offense in any future enforcement action against Respondent. However, if PHMSA finds a violation of 49 C.F.R. § 195.581 in a subsequent inspection or investigation, Express Holdings may be subject to future enforcement action.

II. Compliance Measures.

5. Within 12 months following the Effective Date of this Agreement, Respondent agrees to remediate the fusion bonded epoxy (FBE) coating on the following three identified spans along the Express/Platte system: (1) 1-7217+53-1690, located in Wyoming on the Guernsey to Marysville segment; (2) 6-2003+72-4000, located in Kansas on the Marysville to Salisbury segment; and (3) 6-5792+77-5430, located in Missouri on the Marysville to Salisbury segment. Express Holdings represents that it has remediated Span 1-6768+27-1640, which previously had FBE coating, between July 9, 2020, and July 15, 2020. Respondent agrees to complete the remainder of these corrective measures and submit the required documentation to the Director.

6. It is requested (not mandated) that Express Holdings maintain documentation of the safety improvement costs associated with fulfilling this Agreement and submit the total to the Director. PHMSA requests that these costs be reported in two categories: (1) total cost associated with the preparation/revision of plans, procedures, studies and analyses; and (2) total cost associated with replacements, additions and other changes to pipeline infrastructure.

7. The Director may grant an extension of time to comply with any portion of Paragraph 5 above upon a written request timely submitted by the Respondent and demonstrating good cause for an extension. Upon completion of all actions required under Paragraph 5 above, Express Holdings may request that the Director close the case.

III. Miscellaneous.

8. This Agreement constitutes the final, complete, and exclusive agreement and understanding between the Parties with respect to this proceeding and the issues embodied in this Agreement. The Parties acknowledge that there are no representations, agreements, or understandings relating to the amount or collection of any civil penalties other than those expressly contained in this Agreement.

9. Nothing in this Agreement affects or relieves Express Holdings 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 its authority to bring any enforcement action against Express Holdings pursuant to the Federal pipeline safety laws, the regulations and orders issued thereunder, or any other provision of Federal or state law.

10. This Agreement does not waive or modify any Federal, state, or local laws or regulations applicable to Express Holdings' pipeline system. This Agreement is not a permit or a modification of a permit under any Federal, state, or local laws or regulations. Express Holdings remains responsible for achieving and maintaining compliance with all applicable Federal, state, and local laws, regulations and permits.

11. This Agreement does not create rights in, or grant any cause of action to, any person not a party to this Agreement. PHMSA is not liable for any injuries or damages to persons or property arising from acts or omissions of Express Holdings or its officers, employees, or agents carrying out the work required by this Agreement. PHMSA, its officers, employees, agents, and representatives are not liable for any cause of action arising from any acts or omissions of Express Holdings or its contractors in carrying out any work required by this Agreement.

12. This Agreement shall apply to and be binding on PHMSA and Express Holdings, its officers, directors, employees, successors and assigns, including, but not limited to, subsequent purchasers.

13. Respondent's obligations pursuant to this Agreement may be enforced by PHMSA pursuant to its general enforcement authorities under 49 U.S.C. § 60101, *et seq.*, and 49 C.F.R. Part 190.

IV. Effective Date.

14. The "Effective Date" is the date on which this Agreement has been signed by both Express Holdings and PHMSA.

V. Ratification.

15. 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 Express Holdings (USA), LLC:

Michael Koby
Vice President, US Operations

February 18, 2021

Date

For PHMSA:

Alan K. Mayberry
Associate Administrator for Pipeline Safety

March 1, 2021

Date