



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

1200 New Jersey Avenue, SE
Washington, DC 20590

March 6, 2026

VIA ELECTRONIC MAIL TO: steve.ledbetter@hfsinclair.com

Steven Ledbetter
Executive Vice President, Commercial
HF Sinclair Corporation
2828 N. Harwood Street
Suite 1300
Dallas, TX 75201

CPF No. 4-2025-021-NOPV

Dear Mr. Ledbetter:

Enclosed please find a Consent Order incorporating the terms of the Consent Agreement between the Pipeline and Hazardous Materials Safety Administration (PHMSA) and HF Sinclair Corporation, which was executed on March 3, 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: Charles Curl, Director Pipeline Excellence and Compliance, HF Sinclair Corporation,
Charles.curl@hfsinclair.com
Dwight Brown, Pipeline Regulatory Manager, HF Sinclair Corporation,
Dwight.brown@hfsinclair.com
Richard Alonso, Counsel, HF Sinclair Corporation, rich.alonso@hfsinclair.com
James Curry, outside counsel for HF Sinclair Corporation, jcurry@babstcalland.com
Lee Banse, outside counsel for HF Sinclair Corporation, lbanse@babstcalland.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	)	
	)	
HF Sinclair Corporation,	)	CPF No. 4-2025-021-NOPV
	)	
Respondent.	)	
	)	

CONSENT ORDER

By letter dated January 8, 2025, pursuant to 49 CFR § 190.207, the Pipeline and Hazardous Materials Safety Administration (PHMSA), Office of Pipeline Safety (OPS), issued a Notice of Probable Violation and Proposed Compliance Order (Notice) to HF Sinclair Corporation (HF Sinclair or Respondent).

HF Sinclair responded to the Notice by letter dated February 14, 2025 (Response). Respondent did not contest the alleged violations or the proposed compliance order. On April 1, 2025, Respondent submitted a second response, in which it contested Items 1-3 and the proposed compliance order, requested an additional 90 days to respond to the Notice, and requested to meet with PHMSA regarding the findings. On June 9, 2025, Respondent submitted a third response, providing additional reasons contesting the items described in the Notice. On September 26, 2025, the Associate Administrator issued to Respondent a Final Order including the violations and proposed compliance order alleged in the Notice, finding that Respondent had waived its right to contest the allegation. On October 16, 2025, Respondent filed a petition for reconsideration of the Final Order. HF Sinclair also requested to meet informally with PHMSA to discuss the matters raised in its petition. Respondent and PHMSA (the Parties) subsequently met on November 21, 2025. As a result of those discussions, the Parties have agreed to a Consent Agreement by which PHMSA affirms the findings of violations for two of the Items alleged in the Notice, withdraws one of the findings of violation from the Final Order, and Respondent agrees to complete certain compliance actions.

Accordingly, the Consent Agreement is hereby approved and incorporated by reference into this Consent Order issued pursuant to section 190.219. HF Sinclair 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.

The terms and conditions of this Consent Order are effective upon service in accordance with 49 CFR § 190.5.

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

HF Sinclair Corporation,

Respondent.

CPF No. 4-2025-021-NOPV

CONSENT AGREEMENT

From February 27 through May 11, 2023, a representative 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.), conducted an on-site pipeline safety inspection of the facilities and records of HF Sinclair Corporation (HF Sinclair or Respondent) in Wyoming. The inspection covered 540 miles of pipeline carrying crude oil products between Sinclair Refinery, Casper Refinery, Guernsey Tank Farm, and Cheyenne Station.

As a result of the inspection, the Director, Southwest Region, OPS (Director), issued to Respondent, by letter dated January 8, 2025, a Notice of Probable Violation and Proposed Compliance Order (Notice). In accordance with 49 CFR § 190.207, the Notice proposed finding that HF Sinclair committed three violations of 49 CFR Part 195 (Items 1 – 3), and proposed ordering Respondent to take certain measures to correct the alleged violations.

HF Sinclair responded to the Notice by letter dated February 14, 2025 (Response). Respondent did not contest the alleged violations or the proposed compliance order. On April 1, 2025, Respondent submitted a second response, in which it contested Items 1-3 and the proposed compliance order, requested an additional 90 days to respond to the Notice, and requested to meet with the Director regarding the Notice. On June 9, 2025, Respondent submitted a third response, providing additional reasons contesting the items described in the Notice. On September 26, 2025, the Associate Administrator issued to Respondent a Final Order including the violations and proposed compliance order alleged in the Notice, finding that Respondent had waived its right to contest the allegation. On October 16, 2025, Respondent filed a petition for reconsideration of the Final Order.

The Director and Respondent (the Parties) subsequently met to discuss the issues raised in the petition for reconsideration. As a result of those discussions and as explained in more detail below, the Parties have agreed to a Consent Agreement by which PHMSA affirms the findings of violations for two of the Items alleged in the Notice, withdraws one of the findings of violation

from the Final Order, and Respondent agrees to complete certain compliance actions.

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 and Final Order, 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 Consent Agreement (Agreement), Respondent acknowledges that it received proper notice of PHMSA's action in this proceeding and that the Notice and Final Order state 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 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 for the Dispute Resolution provisions set forth herein. Respondent agrees to withdraw its petition for reconsideration regarding the Final Order.

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 and Final Order.

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 2 - 49 CFR § 195.430:*** The Final Order found that HF Sinclair failed to maintain adequate firefighting equipment at each pump station and breakout tank area. Specifically, the Final Order found that HF Sinclair failed to maintain adequate firefighting equipment at Tanks 1325 and 1326 at Bairoil Pump Station. HF Sinclair does not contest the finding of violation in the Final Order. As such, PHMSA finds a violation of 49 CFR § 195.430.

12. ***Item 3 - 49 CFR § 195.452(b)(5):*** The Final Order found that HF Sinclair failed to implement and follow its integrity management program. Specifically, the Final Order found that HF Sinclair failed to perform spill modeling for three out-of-service breakout tanks at the Cheyenne Station in accordance with its procedure. HF Sinclair does not contest the finding of violation in the Final Order. As such, PHMSA finds a violation of 49 CFR § 195.452(b)(5).

13. Items 2 and 3 will be considered by PHMSA as prior offenses in any future PHMSA enforcement action taken against Respondent.

III. Item Withdrawn:

14. **Item 1 - CFR § 195.310(b)(1)-(10):** With respect to Item 1 of the Final Order, the Parties agree that this Item should be withdrawn following review of additional documentation provided by Respondent regarding its compliance with the applicable regulation. Because this Item is withdrawn, it will not constitute a finding of violation for any purpose, but Respondent agrees to take the corrective actions in paragraph 16. The finding of violation for Item 1 is withdrawn.

IV. Compliance Order:

15. In paragraphs 16, 17, 18 of this Consent Agreement, the term ***Sinclair Assets*** shall be defined as the hazardous liquids facilities covered under the notice of divestiture filed by the Sinclair Transportation Company with the National Registry of Operators on April 4, 2022 that provided notice of the transfer of pipeline facilities to Holly Energy Partners-Operating, L.P.

16. **Item 1:** The Final Order included certain compliance order actions related to Item 1. Following informal consultation, the Parties agreed to the following modified actions to be taken by Respondent. As such, Respondent agrees to undertake the following corrective measures:

a. Within 60 days of issuance of the Consent Order, HF Sinclair must conduct a review of its classifications of the ***Sinclair Assets*** and ensure that each system is correctly classified as intrastate or interstate in accordance with 49 CFR Part 195 Appendix A. Within 60 days of issuance of the Consent Order, HF Sinclair must submit any updates related to the intrastate or interstate classification of the relevant facilities to the National Pipeline Mapping System (NPMS). HF Sinclair must notify the Director when the review is complete, and provide an electronic map (in GIS format) showing interstate and intrastate pipeline status.

17. **Item 2:** The Final Order included certain compliance order actions to address the non-compliance found under Item 2. Following informal consultation, the Parties agreed to the following modified actions to be taken by Respondent. As such, Respondent agrees to undertake the following corrective measures:

a. Within 60 days of issuance of the Consent Order, HF Sinclair will conduct a refresher training of its existing procedures for operators for remote facilities in the ***Sinclair Assets*** that do not have fixed firewater systems and locations where one of the fire response strategies may be a controlled burn-out. HF Sinclair must provide records to the Director of the refresher training.

b. Within 240 days of issuance of the Consent Order, HF Sinclair will conduct a tabletop drill to train operators on the execution of its fire response plan for remote facilities in the ***Sinclair Assets*** that do not have fixed firewater systems and locations where one of the fire response strategies may be a controlled burn-out. HF Sinclair will invite local first responders to participate in the tabletop drill and provide notification to

PHMSA, at least 60 days before the expected date of the drill, to allow for PHMSA personnel to attend and observe the drill.

c. Within 60 days of completion of the tabletop drill, HF Sinclair will provide the Director updated fire response procedures and training materials for facilities that do not have fixed firewater systems and locations where one of the fire response strategies may be a controlled burn-out. HF Sinclair will provide notification to local first responders to permit them to participate in future drills.

18. **Item 3:** The Final Order included certain compliance order actions to address the non-compliance found under Item 3. Following informal consultation, the Parties agreed to the following modified actions to be taken by Respondent. As such, Respondent agrees to undertake the following corrective measures:

a. Within 60 days of the issuance of the Consent Order, HF Sinclair must provide the Director records confirming the integration into its integrity management program of each segment on the **Sinclair Assets** for which IM integration is required per 49 CFR Part 195.

b. Within 60 days of the issuance of the Consent Order, HF Sinclair shall submit to the Director draft revisions to its integrity management plan requiring verification that out-of-service pipelines and breakout tanks are confirmed in compliance with all applicable requirements of its integrity management plan prior to return to service.

c. Within 60 days of receiving any feedback or proposed revisions from the Director, HF Sinclair will finalize and submit to the Director the updated integrity management plan sections related to out-of-service pipelines and breakout tanks.

V. 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 IV (Compliance Order) are automatically incorporated into this Agreement and are enforceable in the same manner.

VI. Review and Approval Process:

20. With respect to any submission under Section IV (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.

VII. 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 IV (Compliance Order) and VI (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 Southwest 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.

VIII. 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.

IX. 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.

X. 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.

XI. Termination:

25. This Agreement will remain in effect until the Compliance Order in Section IV 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.

XII. 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.

[Signature Lines on Following Page]

For HF Sinclair Corp.:

John Paris, Vice President, Midstream Operations

Date

For PHMSA:

Director, Southwest Region, Office of Pipeline Safety

Date