

**VIA ELECTRONIC MAIL TO: scott.hallam@bwpipelines.com;
tina.baker@bwpipelines.com**

Mr. Scott Hallam
President & CEO
Boardwalk Petrochemical Pipeline, LLC
9 Greenway Plaza, Suite 2800
Houston, TX 77036

CPF No. 3-2024-081-NOPSO

Dear Mr. Hallam:

Enclosed please find a Consent Order incorporating the terms of the Consent Agreement between the Pipeline and Hazardous Materials Safety Administration (PHMSA) and Boardwalk Petrochemical Pipeline, LLC, which was executed on June 20, 2025. 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: David Barrett, Acting Region Director, PHMSA Central Region, Office of Pipeline Safety
Susan Olenchuk, Counsel, Van Ness Feldman, LLP, sam@vnf.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)	
)	
Boardwalk Petrochemical Pipeline, LLC,)	CPF No. 3-2024-081-NOPSO
)	
Respondent.)	
_____)	

CONSENT ORDER

By letter dated December 18, 2024, the Pipeline and Hazardous Materials Safety Administration (PHMSA), Office of Pipeline Safety (OPS), issued a Notice of Proposed Safety Order (Notice) to Boardwalk Petrochemical Pipeline, LLC (BPP or Respondent). In accordance with 49 CFR § 190.239, the Notice alleged that conditions exist on BPP’s ethylene pipeline system in Louisiana and Texas that pose an integrity risk to public safety, property, or the environment. The Notice also proposed that Respondent take certain corrective measures to remedy the alleged conditions and ensure that the public, property, and the environment are protected from the potential risk.

In response to the Notice, Respondent requested an informal consultation, whereupon the parties engaged in discussions. As a result of those discussions, the Parties have agreed to a Consent Agreement that settles all the allegations in the Notice.

Accordingly, the Consent Agreement is hereby approved and incorporated by reference into this Consent Order issued pursuant to § 190.219. BPP 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)	
)	
Boardwalk Petrochemical Pipeline, LLC,)	CPF No. 3-2024-081-NOPSO
)	
Respondent.)	
)	

CONSENT AGREEMENT

On June 10, 2024, Boardwalk Petrochemical Pipeline, LLC (“Boardwalk” or Respondent) learned from a third party there was a leak on its pipeline system that transports liquid ethylene from Port Neches, Texas, to Baton Rouge, Louisiana. The pipeline system is approximately 166.64 miles long and consists of 16-inch diameter, low frequency electric resistance weld (LF-ERW) pipeline. On June 14, 2024, Boardwalk filed a report with the National Response Center (NRC). The Pipeline and Hazardous Materials Safety Administration (PHMSA), Office of Pipeline Safety (OPS), pursuant to Chapter 601 of title 49, United States Code, initiated a safety inspection on June 14, 2024.

As a result of the inspection, the Director, Central Region, OPS (Director), issued to Respondent, by letter dated December 18, 2024, a Notice of Proposed Safety Order (Notice). In accordance with 49 CFR § 190.239, the Notice alleged that conditions exist on Respondent’s pipeline system that pose a pipeline integrity risk to public safety, property, or the environment. The Notice also proposed that Boardwalk take certain corrective measures to remedy the alleged conditions and ensure that the public, property, and the environment are protected from the alleged integrity risk.

On January 16, 2025, Boardwalk responded to the Notice by submitting a written response and request for an informal consultation under 49 CFR § 190.239(b)(2). An informal consultation was held on February 25, 2025.

As a result of the informal consultations, PHMSA and Respondent (the Parties) agree that settlement of this proceeding by entry into this Consent Agreement (Agreement) is the most appropriate means of resolving the issues raised in the Notice, will avoid further administrative proceedings or litigation, and is in the public interest. Therefore, pursuant to 49 CFR § 190.239(b)(2), without adjudication of any issue of law or fact, and upon consent and agreement, the Parties agree to the following terms and conditions.

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. Respondent agrees, for purposes of this Agreement, to address the integrity risks identified in the Notice by completing the actions specified in Section II of this agreement (Corrective Measures) and to abide by the terms of this Agreement.
3. 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.
4. 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 the 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.
5. 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.
6. 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.
7. 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.

8. 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.
9. 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.
10. 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.
11. This Agreement does not constitute a finding of violation of any Federal law or regulation and may not be used in any civil or administrative 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 or in future PHMSA enforcement actions.

II. **Corrective Measures:**

12. For the purpose of this Agreement, the following terms are defined as:
 - a. "Director" is the Director, Central Region, Office of Pipeline Safety (OPS), Pipeline and Hazardous Materials Safety Administration (PHMSA);
 - b. "Effective Date" is the date on which the Consent Order is issued by the Associate Administrator incorporating the terms of this Agreement;
 - c. "Affected Pipeline System" means the approximately 166.64 miles of the LF-ERW, 16-inch diameter Boardwalk Petrochemical Pipeline transporting liquid ethylene, originating in Port Neches, Texas, and ending in Baton Rouge, Louisiana; and
 - d. "Leak Location" means the leak identified on June 10, 2024 at Pipeline Station 847+76 along the Sabine River in Cameron Parish, Louisiana, which was reported to the NRC on June 14, 2024.

- e. “Existing Bolt-On Leak Clamps” means mechanical bolt-on leak clamps existing on the Affected Pipeline System on the Effective Date of this Agreement.
13. Boardwalk has completed a permanent repair of the pipe at the Leak Location at Station 847+76 by removing and replacing the section of pipe experiencing the leak, along with the bolt-on leak clamp manufactured by PLIDCO that had been installed in 2018 to repair a pinhole leak in the seam of the pipe. The removed section of pipe also contained a non-leaking PLIDCO bolt-on leak clamp. Although PLIDCO’s website states that “[f]or permanent repair, the fitting can be welded to the pipeline while it is under flow,” welding on an ethylene pipeline presents significant safety hazards. Therefore, none of the clamps removed from the Leak Location had been longitudinally or circumferentially welded to the pipeline; nor had the studs been seal-welded. PLIDCO and PHMSA were present in the field when the leaking clamp was removed and were present in the laboratory during testing of the clamps and clamp seals.
14. Boardwalk sent the removed section of pipe and the PLIDCO clamps to a third party for metallurgical and laboratory analysis. The third party submitted a preliminary copy of the metallurgical report to the Director and to Boardwalk. The third party provided Boardwalk and the Director a finalized copy of the metallurgical report and Root Cause Analysis (RCA) on April 24, 2025.
15. The RCA described various versions of PLIDCO’s clamp installation instructions that have existed since 2011 and found that the PLIDCO installation instructions likely used to install the clamp at the Leak Location in 2018 did not specify the maximum size of the gap allowed between the clamp’s two side bars. The RCA stated that an uneven gap existed between the side bars and that PLIDCO’s installation instructions for side bar gap tolerances were too ambiguous at the time of installation. The RCA concluded that both of these factors contributed to the eventual leak in the PLIDCO clamp. The RCA stated that, since 2018, PLIDCO has revised its clamp installation instructions several times and now clearly specifies the maximum allowable size of the side bar gap. The RCA recommends that Boardwalk consider performing instrumented leakage surveys along the Affected Pipeline System where remaining PLIDCO clamps (installed between 2016 and 2019) are located. The RCA recommended that the surveys span 50 feet on either side of the individual PLIDCO clamp locations and be conducted three times each calendar year at intervals not to exceed five months.
16. Upon issuance of the Consent Order, Respondent agrees to perform the Corrective Measures set forth below.
17. Based on the findings of the RCA, Boardwalk shall, within **90** days of the Effective Date, revise its operating procedures to state that, when installing a bolt-on leak clamp, Boardwalk shall use the manufacturer’s most current specifications and installation instructions for the clamp to be installed. In addition, Boardwalk shall incorporate, if it has not already done so, an Operator Qualification (OQ) task specific to the installation of pressure containing bolt-on clamps that Boardwalk considers to be a repair method,

within **90** days of the Effective Date. Boardwalk shall provide a copy of the revised procedures and OQ task to the Director for review and approval within **90** days of the Effective Date.

18. Clamp Remedial Work Plan.

- a. Boardwalk shall submit to the Director for approval, within **30** days of the Effective Date, a Clamp Remedial Work Plan (CRWP) for monitoring of the Affected Pipeline System and the repair of any leaking bolt-on clamp.
 - i. The CRWP must identify and provide to the Director a list of all Existing Bolt-On Leak Clamps and include available data on the installation date, clamp manufacturer, and the type of flaw they were applied to (e.g. leaking pipe, non-leaking seam feature, etc.).
 - ii. Boardwalk shall increase the frequency of monitoring for leaks to monthly at the locations of all Existing Bolt-On Leak Clamps using the instrumented leak detection equipment that PHMSA previously approved in CPF No. 3-2023-020-NOPV. Boardwalk shall submit the monthly monitoring results to the Director quarterly, beginning **90** days after the Effective Date.
 - iii. If a bolt-on clamp is found to be leaking on the pipeline, Boardwalk will secure the area and schedule a repair that will be performed as soon as Boardwalk obtains any required permits and workspaces. The repair will be performed in a manner consistent with applicable Part 195 regulations in effect at the time of the repair. Boardwalk will notify the Director of the leak and provide monthly status reports until the leak is repaired.
 - iv. If Boardwalk removes a block valve segment from service on the Affected Pipeline System for maintenance, plant outage, or for any other reason, Boardwalk will voluntarily remove all Existing Bolt-On Leak Clamps that are located in that block valve segment and replace them in a manner consistent with applicable Part 195 regulations in effect at the time of the removal and replacement. Boardwalk will provide advance notification to the Director of any plans to remove Existing Bolt-On Leak Clamps. Boardwalk is not required to remove any non-leaking PLIDCO clamps that may be installed on the Affected Pipeline System after the Effective Date of this Agreement. Any such PLIDCO clamps installed after the Effective Date must be installed in accordance with the revised procedures and OQ task specified in paragraph 17.
 - v. Whenever an Existing Bolt-On Leak Clamp is replaced, Boardwalk shall notify the Director of the repair method used not later than **30** days after the replacement.

- b. Boardwalk must revise its CRWP as necessary to incorporate new information obtained as a result of performing leak monitoring, performing pipeline repairs, or identifying a previously unidentified bolt-on clamp that was installed before the Effective Date of this Agreement. Boardwalk shall submit any such plan revisions to the Director for approval within **15** days after making the revision.
 - c. The CRWP shall remain in effect until all Existing Bolt-On Leak Clamps have been removed.
19. Boardwalk will develop a written procedure to calculate the volume released from leaks on the Affected Pipeline System to the Director for approval within **90** days of the Effective Date. The computations should address all types of leaks on the pipeline, to include minor leaks, cracks, etc.
20. ***Extensions of Time.*** The Director may grant an extension of time for compliance with any of the terms of the Agreement upon a written request timely submitted demonstrating good cause for the extension. The Director shall respond in writing to any such request.

III. Review and Approval Process:

21. With respect to any submission under Section II (Corrective Measures) 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.

IV. Dispute Resolution:

22. 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 Section II (Corrective Measures). 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. Such request must be made in writing and provided to the Director, counsel for the Central 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.

V. Enforcement:

23. 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 II (Corrective Measures) are automatically incorporated into this Agreement and are enforceable in the same manner.

VI. Recordkeeping and Information Disclosure:

24. 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.

VII. Modification:

25. 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.

VIII. Termination:

26. This Agreement will remain in effect until the Corrective Measures in Section II are 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.

IX. Ratification:

27. 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.
28. The Parties hereby agree to all findings, conditions, and terms of this Agreement.

[Signature Lines on Following Page]

For Boardwalk Petrochemical Pipelines, LLC:

Date

For PHMSA:

Acting Director, Central Region, Office of Pipeline Safety