

## **COMPREHENSIVE ENFORCEMENT RESOLUTION AGREEMENT FOR MP 1056.5 SITE**

This Comprehensive Enforcement Resolution Agreement (“Agreement”) for the Moose Lake site is entered into this 22<sup>nd</sup> day of December 2025 (“Effective Date”) by and between Enbridge Energy, Limited Partnership (“Enbridge”) and the Minnesota Department of Natural Resources (“DNR”).

As used herein, “Parties” means DNR and Enbridge and Enbridge’s subsidiary, predecessor and successor entities and assigns involved in the uncontrolled groundwater discharges along the Line 93 Pipeline Project (“Project”) near Moose Lake at MP 1056.5 in Aitkin County, Minnesota (the “Moose Lake Site”). “Party” means either of the Parties.

### **I. PARTIES’ JOINT STIPULATED FACTS**

1. The Parties have agreed to resolve all matters related to the uncontrolled groundwater flow near the Moose Lake Site as provided in this Agreement.

2. Based on the site conditions identified in pre-construction wetland and waterbody field surveys, Enbridge, DNR (and the Minnesota Pollution Control Agency (“MPCA”)) engaged in extensive pre-construction coordination regarding water and wetland crossing methods, construction timing, and other mitigation measures at the Moose Lake Site. DNR identified the Moose Lake Site as a high priority for winter construction and required construction to occur during frozen conditions. DNR staff and other regulatory agencies also identified locations for groundwater monitoring wells. In addition, the DNR and MPCA required specialized monitoring of selected peatland sites to ensure proper restoration of construction activities. Enbridge installed three shallow monitoring wells and a stilling well in August 2020. The wells have been monitored yearly in accordance with the Post-Construction Wetland and Waterbody Monitoring Plan. One of the sites subject to this specialized monitoring is adjacent to the Moose Lake Site.

3. On January 25, 2021, Enbridge provided DNR a memo outlining its planned sheet piling construction plans for the Moose Lake Site. Enbridge provided to DNR, and DNR approved, a Site-Specific Restoration Plan (“SSRP”) containing tailored restoration plans and ongoing monitoring for the Moose Lake Site.

4. An Environmental Inspector (“EI”) and/or Independent Environmental Monitor (“IEM”) were present on a daily basis during pipeline installation at the Moose Lake Site because of its designation as a public water and special wetland crossing with an associated SSRP.

5. Construction activities for the installation of the Project at the Moose Lake Site included installation of sheet piles to a depth of approximately 28 feet (elevation 1234.0 feet) below existing ground surface. Sheet pile installation occurred at the Moose Lake Site between February 21 and 26, 2021; excavation, pipeline installation, and backfilling were completed between February 21 and March 23, 2021.

6. The Project was completed and placed into service October 1, 2021.

7. On or around August 4, 2022, during post-construction monitoring activities near the Moose Lake Site, a potential uncontrolled groundwater flow near MP 1056.6 was identified.

8. On August 5, 2022, Enbridge provided information to DNR identifying a potential spring (ML-22-S-1) in the vicinity of MP 1056.6, on the south side of Moose Lake (Moose Lake Site). Enbridge began monitoring activities at the Moose Lake Site in August 2022. Five new springs (ML-22-S-2, ML-22-S-3, ML-22-S-4, ML-22-S-5, and ML-22-S-6) were identified during a walking survey that was requested by DNR on September 1, 2022. An additional seep (ML-22-S-7) was identified during a site visit with the DNR on September 21, 2022.

9. Enbridge submitted a Groundwater Investigation Plan (“GIP”) on October 3, 2022, which was approved on October 7, 2022. The groundwater investigation activities, which included installation of two additional monitoring wells (ML-GIP-22-1 and ML-GIP-22-2), were completed between October 12 and October 14, 2022.

10. Enbridge installed additional monitoring well (ML-GIP-32-1) between February 13 and 15, 2023. Enbridge also conducted an aerial survey of the site on January 26, 2023 and February 8, 2023 to collect aerial photographs and thermal imaging. A spring inventory was completed on February 28, 2023. Enbridge also conducted an historical imagery review of the site to identify any potential pre-existing features.

11. Following completion of the GIP in October 2022, monitoring activities were performed on a monthly basis. Monthly monitoring activities consisted of a review of total head data collected with vibrating wire piezometers (“VWPs”) and level TROLLs located in the confined aquifer, monthly inspections for surface expressions of seeps, and ground/surface water monitoring during non-frozen conditions. VWP and TROLL observations of total head remained stable following completion of the GIP in October 2022.

12. On July 5, 2023, the DNR provided Enbridge with notes summarizing its May 2023 site visit to the Moose Lake Site. DNR’s notes indicated for the first time “Inventoried flow location ML-22-S-1 currently discharging ~15-20 gpm. Visual observation and data review indicate a confined aquifer breach in this location.”

13. On July 31, 2023, Enbridge submitted a Corrective Action Plan (“CAP”) to DNR and MPCA. On October 6, 2023, Enbridge submitted a revised CAP, which was approved by DNR and MPCA on November 16, 2023. The approved CAP described Enbridge’s proposed corrective action to address the uncontrolled groundwater flow at ML-22-S-1. The proposed corrective actions at the Moose Lake Site focus on diffusing the flow of water from feature ML-22-S-1 where flow was concentrated and causing sediment transport rather than stopping the flow of groundwater expressions because there is evidence that groundwater expressions are characteristic of the local hydrology at the Moose Lake Site. The approved CAP activities were completed on December 2, 2023.

14. Minnesota Statute § 103G.271 requires a water appropriation permit for the appropriation or use of 10,000 or more gallons of water per day or more than one million gallons of water per year. Minn. Stat. § 103G.271, subd. 1 and subd. 4(a).

15. “Appropriating” is defined as the “withdrawal, removal or transfer of water from its source regardless of how the water is used.” Minn. Stat. § 103G.005, subd. 4. DNR determined that the uncontrolled groundwater flow at the Moose Lake Site meets this definition because, by causing the groundwater flow, Enbridge is withdrawing or removing water from its source.

16. Appropriation of this water without a permit violates Minn. Stat. § 103G.271. DNR determined that the uncontrolled flow of groundwater at the Moose Lake Site at a rate of 5.2 million gallons per year was a waste of water and as such is not a reasonable use of water that could be authorized under an after-the-fact water appropriation permit. This is a violation of Minn. Stat. § 103I.103, pursuant to which the company must prevent waste of water to conserve the groundwater supply of the state.

17. Minnesota Rule 6115.0710(B) provides that excess water from construction dewatering must be discharged without adversely affecting the public interest in the receiving waters. Continued uncontrolled groundwater flow, although stabilized, could alter the hydrology of the ecosystem in the area, including Moose Lake.

18. DNR has the authority to issue a restoration order and administrative penalty order with respect to the uncontrolled groundwater flow at the Moose Lake Site pursuant to Minn. Stat. §§ 103G.2372, 103G.251, 103G.299, and 103G.2991.

## **II. AGREEMENT**

NOW, THEREFORE, for the good and valuable consideration as provided herein, the Parties stipulate and agree as follows:

1. Moose Lake Monitoring Plan. Enbridge submitted to DNR, for approval, a consolidated monitoring plan for the Moose Lake Site on March 18, 2024 (“CMP”). Enbridge must implement the CMP as approved by DNR. DNR will also conduct independent monitoring. Enbridge must take any necessary additional actions to mitigate damage to natural resources if discovered by monitoring or otherwise.

2. Moose Lake Site Monitoring Costs. Enbridge agrees to pay \$100,000 for DNR’s costs associated with monitoring the Moose Lake Site for impacts caused by aquifer breach and the uncontrolled flow of groundwater at the Moose Lake Site. Enbridge will pay this amount within 45 days following the Effective Date of this Agreement. DNR will use these funds to conduct independent site visits and monitoring, and to review monitoring data from Enbridge.

3. Penalty Relating to the Moose Lake Site. Enbridge acknowledges that DNR could issue an administrative penalty order with respect to the Moose Lake Site and has not done so. For that reason, Enbridge agrees to pay a penalty amount of \$300,000 for the aquifer breach at the Moose Lake Site. Enbridge will pay this sum within 45 days following the Effective Date of this Agreement.

4. Supplemental Environmental Projects Relating to the Moose Lake Site. Enbridge also agrees to fund \$1,200,000 in Supplemental Environmental Projects (“SEP”) targeting environmental mitigation and/or restoration projects in the general vicinity of the Project. Within 45 days following the Effective Date of this Agreement, Enbridge will pay these sums into an escrow account. The use of said funds by Enbridge shall only be to pay for undertaking the restoration/mitigation work for SEPs as approved by the DNR. Enbridge will maintain a detailed accounting of how said funds are expended available for review by the DNR. Within six months following the Effective Date of this Agreement, Enbridge will make good faith efforts to identify candidate SEPs and present to DNR for approval. DNR will provide reasonable assistance in this process. Enbridge is responsible for undertaking all work related to implementation of a DNR-approved SEP. Should Enbridge fail to perform any SEP in accordance with a DNR-approved plan for the SEP, the DNR may access said funds and cause the work to be undertaken in accordance with the DNR-approved plan for the SEP. Candidate and approved SEPs may be amended from time-to-time through agreement by the Parties.

5. Financial Assurance for Mitigation at the Moose Lake Site. Enbridge agrees to undertake mitigation for the aquifer breach at the Moose Lake Site.

- a. Enbridge will provide \$1,200,000 in financial assurance (“Moose Lake Financial Assurance”) to DNR to cover the costs of restoration, mitigation, and/or additional monitoring at the Moose Lake Site, no later than 45 days following the Effective Date of this Agreement.
- b. The amount, form, and language of all financial assurance documents must be approved by DNR. Enbridge may provide the Moose Lake Financial Assurance Amount by irrevocable letter of credit from a reputable bank or surety bond. If provided via surety bond, the entity issuing the bond must have an A- rating and have a location within the United States.
- c. DNR may demand all or part of the Moose Lake Financial Assurance if it determines that:
  - i. Restoration at the Moose Lake Site is required under the approved CAP as may be supplemented or amended and/or under the approved CMP as may be supplemented or amended, and Enbridge has not completed such restoration in a satisfactory manner by the deadline set by DNR; or

- ii. Mitigation is required for damage to the Moose Lake Site, nearby wetlands or other natural resources, and Enbridge has not provided such mitigation in a satisfactory manner by a deadline set in writing by DNR; or
  - iii. DNR has exhausted the monitoring fund provided in Paragraph II.2 and has incurred additional monitoring costs and Enbridge has not compensated the DNR for said costs as outlined in Paragraph II.5(e) below.
- d. DNR may make one or more demands for the Moose Lake Financial Assurance. DNR may demand all or part of the Moose Lake Financial Assurance to address restoration, mitigation, or monitoring required due to damage caused by uncontrolled flow.
- e. If the Moose Lake Financial Assurance has been fully depleted, DNR may make a demand for Enbridge to pay for any additional restoration, mitigation, or monitoring work required under the approved CAP or the approved CMP, as supplemented or amended.
- f. Rather than DNR accessing funding through the Financial Assurance mechanism, Enbridge may notify DNR that it desires to undertake the necessary actions, as directed by DNR in accordance with the approved CAP, as may be supplemented or amended, and the approved CMP as may be supplemented or amended, or pay any additional cost for restoration, mitigation and monitoring that DNR determines is necessary to meet the requirements of the approved CAP, as may be supplemented or amended, the approved CMP, as may be supplemented or amended, and/or the approved SEPs as may be supplemented and amended. In such instances, DNR may demand all or part of the Moose Lake Financial Assurance only if it determines that Enbridge's restoration, mitigation, and/or monitoring has not been satisfactorily completed in a reasonable timeline.
- g. The Parties agree to meet at least annually to discuss the status of restoration at the Moose Lake Site and the scope of ongoing monitoring activities, including DNR costs incurred to date. The Parties may hold more frequent meetings by mutual agreement.
- h. Release to Enbridge of any unused Moose Lake Financial Assurance will follow a written determination by the DNR that Enbridge has satisfactorily met the monitoring and restoration requirements in the approved CAP, the approved CMP, and/or the approved SEPs as they may be supplemented or amended, and that Enbridge has met any and all mitigation required by DNR. The parties agree that an initial determination regarding disposition of unused Moose Lake Financial Assurance funds will be made by the DNR no later than December 1, 2041.

6. Final Restoration Order. Enbridge acknowledges that DNR intends this Agreement to be the final Restoration Order related to the Moose Lake Site and that, except as provided under this Agreement, DNR will not issue a separate Restoration Order or administrative penalty order for the Moose Lake Site other than this Agreement. Enbridge agrees that, in the event it fails to comply with the terms of the restoration of the Moose Lake Site as set forth in this Agreement, DNR may immediately enforce this Agreement as a final restoration order in Ramsey County District Court pursuant to Minn. Stat. § 103G.135. Enbridge hereby waives any contested case hearing with respect to the restoration of the Moose Lake Site. In addition, Enbridge agrees that it will not file any legal challenges to the matters covered by this Agreement.

7. Final Agreement. The Parties agree that this Agreement is intended to finalize all civil issues between DNR and Enbridge related to the known violations involving uncontrolled groundwater flow at the Moose Lake Site except as provided elsewhere in this Agreement. DNR expressly reserves the right to pursue further enforcement if, during monitoring, the DNR discovers additional violations at the Moose Lake Site requiring enforcement, restoration, or mitigation, provided that DNR did not have information in its possession as of the Effective Date of this Agreement sufficient to identify such further violations.

8. Release of Claims. Except as provided elsewhere in this Agreement, DNR fully and completely releases Enbridge (including individual or organizational affiliates, subsidiaries, successors, agents, and assigns) from liability for any conduct known to the DNR on or before the Effective Date of this Agreement related to the Moose Lake Site that DNR could have pleaded in a civil action based on written information in the possession of the DNR as of the Effective Date, provided that DNR did not have information sufficient to identify such further violations in their possession as of the Effective Date (hereinafter “Released Conduct”). DNR agrees not to exercise any administrative, legal, or equitable remedies against Enbridge or make any referrals to other agencies related to the Released Conduct. DNR is also unaware of any additional facts that create the basis for criminal liability and therefore will not refer or seek additional criminal charges against Enbridge based on the facts known to it as of the Effective Date of this Agreement.

9. Reservation of Rights. The Parties agree that DNR retains its applicable statutory and regulatory authority and rights now or hereafter existing to modify or enforce any and all conditions and other provisions set forth in the various permits and approvals issued by DNR for the Project. The Parties agree that, except as set forth in Paragraph II.6, Enbridge retains any applicable rights to challenge any enforcement actions or modifications concerning the permits and approvals issued by DNR for the Project.

10. Other Sites Reservation of Rights. Absent a mutual agreement to amend this Agreement, if additional aquifer breaches are identified, the DNR expressly reserves the right to pursue further enforcement, restoration, or mitigation related to those breaches.

11. Cooperation. The Parties agree to cooperate fully and to work in good faith to take any additional actions that may be necessary or appropriate to give full force and effect to the terms

and intent of this Agreement, including timely submittal of any necessary plans or amendments to plans, reasonable and timely consideration of any submitted materials, and reasonable and timely responses to any requests for information.

12. General Provisions.

- a. This Agreement will be binding on the successors and assigns of the Parties.
- b. This Agreement is entered into in Minnesota and will be governed by and interpreted under the laws of the State of Minnesota without regard to the principles of conflicts of law. Any dispute arising under this Agreement shall be litigated in Ramsey County District Court.
- c. Time is of the essence in the matters subject to this Agreement and the Parties agree to act in good faith and use all reasonable efforts to abide by the terms hereof, subject to Unavoidable Delays. "Unavoidable Delays" means delays beyond the reasonable control of the Party seeking to be excused as a result thereof that are the direct result of strikes, pandemics, lockouts or other labor troubles, prolonged adverse weather or acts of God, fire or other casualty, litigation commenced by third parties which, by injunction or other similar judicial action, directly results in delays, acts of any federal, state or local governmental unit (other than the Parties hereto in properly exercising rights under this Agreement), or other similar events or acts, which directly result in delays.
- d. Unless otherwise designated, notices and communications with respect to the terms of this Agreement will be given in writing to the other Party at the following address:

DNR

Attn: Director of Ecological and Water Resources  
Minn. Department of Natural Resources  
500 Lafayette Road N.  
St. Paul, MN 55155

cc: [Jess.Richards@state.mn.us](mailto:Jess.Richards@state.mn.us)  
[Katie.Smith@state.mn.us](mailto:Katie.Smith@state.mn.us)  
[Randall.Doneen@state.mn.us](mailto:Randall.Doneen@state.mn.us)  
[Robert.Cary@state.mn.us](mailto:Robert.Cary@state.mn.us)

Enbridge:

Attn: Midwest Director of Operations  
Enbridge Energy, L.P.

1613-24<sup>th</sup> Avenue East  
Superior, WI 54880

cc: [charles.drayton@enbridge.com](mailto:charles.drayton@enbridge.com)  
[bobby.hahn@enbridge.com](mailto:bobby.hahn@enbridge.com)  
[cbrusven@fredlaw.com](mailto:cbrusven@fredlaw.com)

e. This Agreement may be amended only by a writing signed by both Parties hereto.

13. Effective Date. This Agreement is effective on December 22, 2025.

14. Severability. If any term or other provision of this Agreement is invalid, illegal, or incapable of being enforced by any rule of law, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the actions contemplated in this Agreement is not affected in any material adverse manner to either Party. Upon such determination that any term or other provision is invalid, illegal, or incapable of being enforced, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in an acceptable manner to the end that the contemplated transactions are fulfilled to the extent possible.

15. Counterparts. The Parties may execute this Agreement in two or more counterparts, which shall, in the aggregate, be signed by all the Parties, and each counterpart shall be deemed an original instrument as against any Party who has signed it.

16. No admissions. The parties agree that nothing in this Agreement constitutes an admission by either party of fault, responsibility, wrongdoing, or liability, nor does it constitute evidence of liability or wrongful conduct beyond that expressly contained within this Agreement. This Agreement is not admissible in any future administrative or judicial proceeding as evidence of fault or liability in any investigation, claim, action, suit, or proceeding, or federal or state court, Court of Administrative Hearings, or arbitration proceeding.

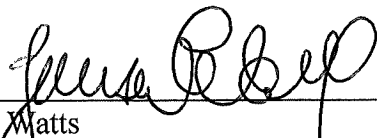
17. Data Practices. The Parties acknowledge that DNR must respond to Data Practices Act requests and provide data if said data is not privileged, civil investigative data, or otherwise nonpublic. DNR and its counsel agree not to provide any data that is attorney-client or work-product privileged, civil investigative data, or otherwise nonpublic under the Data Practices Act, including but not limited to Minn. Stat. §§ 13.39, 13.393. If DNR receives a data practices request pertaining to this Agreement the DNR will notify the Parties prior to releasing any public data.

IN WITNESS WHEREOF, unless otherwise indicated below, the Parties have executed this Agreement as of the date first above written.

**Stipulated to:**

ENBRIDGE ENERGY, LIMITED PARTNERSHIP  
BY: ENBRIDGE PIPELINE (LAKEHEAD) L.L.C.  
ITS: MANAGING GENERAL PARTNER

DATED: December 22, 2025

By:   
James D. Watts  
Director, LP Strategic Projects & Partnerships

**Stipulated to:**

MINNESOTA DEPARTMENT OF  
NATURAL RESOURCES

DATED: December 22, 2025

By: *Barb Naramore*  
Barb Naramore  
Deputy Commissioner  
Department of Natural Resources  
500 Lafayette Road  
St. Paul MN 55155