

## **COMPREHENSIVE ENFORCEMENT RESOLUTION AGREEMENT FOR MILEPOST 1102.5**

This Comprehensive Enforcement Resolution Agreement for Milepost 1102.5 ("Agreement") is entered into this 17th day of October, 2022 ("Effective Date") by and between Enbridge Energy, Limited Partnership ("Enbridge"), the Minnesota Department of Natural Resources ("DNR"), and the Fond du Lac Band of Lake Superior Chippewa ("FDL").

As used herein, "Parties" means DNR, FDL, and Enbridge and Enbridge's subsidiary, predecessor and successor entities and assigns involved in the uncontrolled groundwater discharges at Milepost ("MP") 1102.5 of the Line 3 Pipeline Replacement Project ("Project"). "Party" means any of the Parties.

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

1. Enbridge, DNR, and FDL have agreed to resolve all matters related to the uncontrolled groundwater discharges at MP 1102.5 as provided in this Agreement.

#### **A. Milepost 1102.5 Site**

2. In constructing the Project, Enbridge breached an artesian aquifer and caused uncontrolled groundwater discharges at or near the MP 1102.5 of the Project.

3. On or about September 10, 2021, groundwater began upwelling in a location near MP 1102.5. The site is approximately 200 feet in length and is located on county tax-forfeited land approximately 400 feet from the exterior boundaries of the Fond du Lac Reservation ("Fond du Lac Reservation" or "Reservation"). The landscape is a wet forest complex that gently drops in elevation eastward. The uncontrolled flow appears to be a result of the use of sheet piling in the area as part of Project construction that breached an artesian aquifer at MP 1102.5.

4. Enbridge notified FDL of the uncontrolled flow at MP 1102.5 on September 10, 2021 when it appeared that the uncontrolled flow of groundwater was entering the Reservation via the Stoney Brook watershed and travelling downstream to Dead Fish Lake.

5. Enbridge's consultant notified DNR of the uncontrolled flow at MP 1102.5 on September 15, 2021. On September 17, 2021, a DNR technical staff person sent an email to Enbridge's consultant that required Enbridge to take immediate action to investigate and address uncontrolled flow at this site, subject to DNR approval. These actions included:

- a. Submit all related Independent Environmental Monitor ("IEM") Reports.
- b. Provide a complete description of how discharged water is managed at the site.
- c. Provide GPS locations of uncontrolled flow areas.
- d. Hire a qualified contractor experienced with addressing uncontrolled groundwater flow to assess the site and provide plans for stopping the uncontrolled flow. The plans must consist of a remedial investigation plan, remedial investigation report,

corrective action plan, and a corrective action report, all of which must be approved by DNR.

- e. Provide additional details on information that needs to be included in the remedial investigation plan including boring logs, GPS location of borings, description of construction that led to the aquifer breach and uncontrolled flow, visual depiction of the work that led to the aquifer breach and uncontrolled flow, estimate of flow rate, and estimate of total water discharged.

6. Enbridge submitted a remedial groundwater investigation plan to DNR (also called a groundwater investigation plan) on September 27, 2021. DNR approved this plan on September 29, 2021. The plan was also provided to FDL.

7. On October 1, 2021, DNR received notification that artesian flowing conditions were encountered while installing a monitoring bore hole that was needed for the remedial groundwater investigation. The flowing conditions were able to be stopped by installation of an additional, larger diameter casing and other measures.

8. Enbridge submitted to DNR revisions to the remedial groundwater investigation plan on October 4, 2021. This revision described the actions necessary to address potential additional artesian flowing conditions at the site. DNR approved these revisions on October 11, 2021, with the condition that the plan also required the approval of the Minnesota Department of Health ("MDH"). MDH approved the plan on October 12, 2021.

9. Enbridge submitted a draft Corrective Action Plan ("CAP") to DNR, FDL, MDH and other agencies on November 7, 2021. Enbridge revised the groundwater investigation plan and draft CAP in response to DNR, FDL and other agency comments.

10. As a precursor to approval and implementation of a CAP, Enbridge submitted a request to DNR on January 22, 2022 to install caissons at the site, and met with FDL on January 24, 2022 to further discuss the issue. Caisson installation was included as part of preliminary CAP submittals to prevent further aquifer breaches as part of grouting activities. DNR technical staff considered the request in the context of the likelihood of the preliminary CAP being approved and the additional information that caisson installation would provide for consideration of the CAP. DNR, FDL, MDH, and other agencies approved the caisson installation on January 24, 2022. Enbridge then submitted a revised CAP to DNR, FDL, MDH and the other agencies on January 29, 2022.

11. Between January 29, 2022 and February 15, 2022, Enbridge submitted multiple revisions of its draft CAP to DNR, FDL, MPCA, MDH, and St. Louis County. DNR and FDL approved the CAP on February 16, 2022 ("2022 Corrective Action Plan"), after coordinating with the other entities included in review and approval of the plan.

12. Enbridge's January 3, 2022 report shared with DNR and FDL identified that the weekly average rate of discharge was 104 gallons per minute from the seep area and 450 gallons per minute

from relief well groundwater pumping. The relief well pumping was being conducted to relieve pressure at the aquifer breach site and assist with water management until the flow could be stopped.

13. Enbridge successfully repaired the aquifer breach on April 7, 2022. Ongoing monitoring of the site is occurring to confirm that groundwater discharge due to Project construction has ceased.

#### Minnesota Alleged Violations

14. Minnesota Statute § 103G.271 requires a water appropriation permit for the appropriation or use of 10,000 or more gallons per day or more than one million gallons per year of waters of the state. 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 flow at MP 1102.5 meets this definition because, by causing the uncontrolled flow, Enbridge is withdrawing or removing water from its source.

16. 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. Uncontrolled flow from the site has the potential to adversely affect the public interest in the receiving waters.

17. Enbridge estimates that as a result of the aquifer breach and the resulting uncontrolled flow, it has appropriated 263.1 million gallons of water from September 10, 2021, through April 7, 2022, which exceeds the threshold for which a permit is required. Appropriation of this water without a permit violates Minn. Stat. § 103G.271. DNR determined that the uncontrolled groundwater flow is 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.

18. DNR has the authority to issue a restoration order and administrative penalty order with respect to the uncontrolled flow at MP 1102.5 pursuant to Minn. Stat. §§ 103G.2372, 103G.251, and 103G.299.

#### Fond du Lac Band of Lake Superior Chippewa Alleged Violations

19. FDL Ordinance #12/98 prohibits any new or increased discharge or alteration to the background conditions of an Outstanding Reservation Resource Water (“ORRW”). Dead Fish Lake is a designated ORRW. FDL Ordinance #12/98 § 105(b)(3).

20. Enbridge estimates that as a result of the aquifer breach and the resulting uncontrolled flow from September 10, 2021, through April 7, 2022, 263.1 million gallons of groundwater was

discharged onto the Reservation and into the Stoney Brook watershed. During this time period, portions of that water flowed from the aquifer breach, onto the FDL Reservation, and into Dead Fish Lake, a designated ORRW. The addition of new discharges to Dead Fish Lake, a designated ORRW, and alteration of the background conditions of Dead Fish Lake, are violations of FDL Ordinance #12/98 § 105(b)(3).

21. FDL Ordinance #12/98 prohibits “water quantity and quality and habitat alternations that may limit the growth and propagation of, or otherwise cause or contribute to an adverse effect to wild rice and other flora and fauna of cultural importance to the Band.” FDL Ordinance #12/98 § 301(n).

22. Enbridge estimates that as a result of the aquifer breach 263.1 million gallons of groundwater from September 10, 2021 through April 7, 2022 were discharged onto the Reservation and into the Stoney Brook watershed. The addition of 263.1 million gallons of groundwater to Reservation waters has the ability to alter habitat and may cause or contribute to an adverse effect to wild rice and other flora and fauna of cultural importance to the Band. Because additions of water quantity that may limit the growth and propagation of, or otherwise cause or contribute to an adverse effect to wild rice and other flora and fauna of cultural importance to the Band is prohibited, Enbridge’s discharges of uncontrolled flow from MP 1102.5 are a violation of FDL Ordinance #12/98 § 301(n).

23. FDL issued Enbridge a 401 Water Quality Certification on April 15, 2020, as amended May 19, 2020 (“Enbridge 401 Certification”), that governed Enbridge’s activities on the reservation and imposed conditions related to Project construction, maintenance, operation, and removal.

24. Condition #2 of Enbridge’s 401 Certification prohibited “impacts to waters of the Fond du Lac Reservation other than those specifically addressed in the plans, application materials, and this certification.”

25. Impacts to the waters of the Fond du Lac Reservation from the uncontrolled flow at MP 1102.5 were not specifically addressed in Enbridge’s plans, applications, or Enbridge’s 401 Certification. FDL determined this is a violation of Condition #2 in Enbridge’s 401 Certification.

26. Condition #3 of Enbridge’s 401 Certification required that “all work shall be carried out in such a manner as will prevent violations of water quality criteria as stated in the Water Quality Standards of the Fond du Lac Reservation, Ordinance 12/98, as amended.”

27. As specified in paragraphs 19–26 of this Comprehensive Enforcement Agreement, Enbridge violated water quality criteria as stated in the Water Quality Standards of the Fond du Lac Reservation, Ordinance 12/98, as amended. FDL determined this is a violation of Condition #3 in Enbridge’s 401 Certification.

28. FDL has the authority to issue a summons and complaint and prosecute any violations of its water quality standards ordinance, water quality certification standards ordinance, and 401 Water Quality Certifications, as well as the authority to impose a civil penalty and seek monetary damages to compensate for damages with respect to the uncontrolled flow at MP 1102.5 pursuant to FDL Ordinance #12/98, § 1001, § 1002, § 1003 and FDL Ordinance # 01/06, § 206.

## II. AGREEMENT

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

1. MP 1102.5 Monitoring Plan. Enbridge submitted to DNR and FDL, for approval, a consolidated monitoring plan for the MP 1102.5 site on August 5, 2022. Enbridge must implement the consolidated monitoring plan as approved by DNR and FDL. DNR and FDL will also conduct independent monitoring. Enbridge must take any necessary additional actions to stop further uncontrolled flow or mitigate damage to natural resources as discovered by monitoring or otherwise.

2. MP 1102.5 Monitoring Costs. Enbridge agrees to pay \$150,000 for DNR and FDL's costs to monitor on-reservation and off-reservation peatlands, streams, and lakes near MP 1102.5 for impacts caused by the uncontrolled flow. Enbridge will pay this amount within 45 days following the Effective Date of this Agreement. DNR and FDL will use these funds to review monitoring data from Enbridge and conduct independent site visits.

3. DNR Penalty Relating to MP 1102.5. Enbridge acknowledges that DNR could issue an administrative penalty order with respect to MP 1102.5 and has not done so. For that reason, Enbridge agrees to pay a penalty amount of \$20,000 to DNR with respect to the aquifer breach at MP 1102.5. Enbridge will pay this amount within 45 days following the Effective Date of this Agreement.

4. FDL Penalty Relating to MP 1102.5. Enbridge acknowledges that FDL could pursue an enforcement action under FDL Ordinance #12/98 and has not done so. For that reason, Enbridge agrees to pay a penalty amount of \$105,000 to FDL with respect to the aquifer breach at MP 1102.5. Enbridge will pay this amount within 45 days following the Effective Date of this Agreement.

5. FDL Supplemental Environmental Projects Relating to MP 1102.5. Enbridge also agrees to pay to FDL \$200,000 to perform a supplemental environmental project to enhance water quality at Dead Fish Lake and or wetlands, peatlands, streams, or other natural resources downstream of MP 1102.5. Enbridge shall pay these sums within 45 days following the Effective Date of this Agreement.

6. DNR Financial Assurance for Mitigation at MP 1102.5.

- a. Enbridge will provide \$300,000 (“DNR MP 1102.5 Financial Assurance Amount”) in financial assurance to DNR to cover the costs of restoration, mitigation, and/or additional monitoring at the MP 1102.5 site outside of the exterior boundaries of the Reservation, 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 must provide one-third of the DNR MP 1102.5 Financial Assurance Amount in cash or by irrevocable letter of credit, and Enbridge may provide the other two-thirds of the DNR MP 1102.5 Financial Assurance Amount by cash, irrevocable letter of credit, or surety bond.
- c. DNR may demand all or part of the DNR MP 1102.5 Financial Assurance if it determines that:
  - i. Restoration at the MP 1102.5 site is required under the Corrective Action Plan *MP 1102.5* Uncontrolled Flow Revision 15 (February 15, 2022) (“Corrective Action Plan”) as supplemented or amended, the *MP 1102.5* Corrective Action Implementation Plan (August 9, 2022) (“Implementation Plan”) as supplemented or amended, or the *MP 1102.5* Groundwater Management Area–Monitoring Plan (August 2022) (“Monitoring Plan”) as supplemented or amended, and Enbridge has not completed such restoration in a satisfactory manner by a deadline set by DNR; or
  - ii. Mitigation is required for damage to peatlands, streams, nearby lakes, or other natural resources and Enbridge has not provided such mitigation in a satisfactory manner by a deadline set in a written mitigation directive issued 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 DNR for said costs as outlined in paragraph II.6(f) below.
- d. DNR may make one or more demands for the DNR MP 1102.5 Financial Assurance Amount. DNR may demand all or part of the DNR MP 1102.5 Financial Assurance amount to address restoration, mitigation, or monitoring required due to damage caused by uncontrolled flow.
- e. If the DNR 1102.5 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 2022 Corrective Action Plan, Implementation Plan, or Monitoring Plan, 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 an approved Corrective Action Plan, Implementation Plan, or Monitoring Plan, as supplemented or amended, or pay any additional cost for restoration, mitigation and monitoring that DNR determines is necessary to meet the requirements of an approved 2022 Corrective Action Plan, Implementation Plan, or Monitoring Plan, as supplemented or amended. In such instances, DNR may demand all or part of the DNR MP 1102.5 Financial Assurance Amount only if it determines that Enbridge's restoration, mitigation, and/or monitoring has not been satisfactorily completed in a reasonable timeline as set by DNR.
- g. The Parties agree to meet at least quarterly to discuss the status of restoration at the MP 1102.5 site, the scope of work yet to be performed at the site, and the scope of ongoing monitoring activities, including DNR costs incurred to date.
- h. Release from any unused DNR MP 1102.5 Financial Assurance Amount will follow a written determination that Enbridge has satisfactorily met the monitoring and restoration requirements in the approved Correction Plan, Implementation Plan, and Monitoring Plan as supplemented or amended, and that Enbridge has met any mitigation required by DNR.

7. FDL Financial Assurance for Mitigation at MP 1102.5.

- a. Enbridge will provide \$1,000,000 ("FDL MP 1102.5 Financial Assurance Amount") in financial assurance to FDL to cover the costs of restoration, mitigation, and/or additional monitoring at the MP 1102.5 site within the exterior boundaries of the Reservation, 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 FDL. Enbridge must provide one-third of the FDL MP 1102.5 Financial Assurance Amount in cash or by irrevocable letter of credit, and Enbridge may provide the other two-thirds of the FDL MP 1102.5 Financial Assurance Amount by cash, irrevocable letter of credit, or surety bond.
- c. FDL may demand all or part of the FDL MP 1102.5 Financial Assurance if it determines that
  - i. Restoration at the MP 1102.5 site is required under the 2022 Corrective Action Plan as supplemented or amended, *the MP 1102.5 Corrective Action Implementation Plan* (August 9, 2022) ("Implementation Plan") as supplemented or amended, or the *MP 1102.5 Groundwater Management Area – Monitoring Plan* (August 2022) ("Monitoring Plan") as



supplemented or amended, and Enbridge has not completed such restoration in a satisfactory manner by a deadline set by FDL; or

- ii. Mitigation is required for damage to peatlands, nearby lakes, streams, or other natural resources and Enbridge has not provided such mitigation in a satisfactory manner by a deadline set in a written mitigation directive issued by FDL, or;
  - iii. FDL has exhausted the monitoring fund provided in paragraph II.2 and has incurred additional monitoring costs and Enbridge has not compensated FDL for said costs as outlined in paragraph II.7(f) below.
- d. FDL may make one or more demands for the FDL MP 1102.5 Financial Assurance Amount. FDL may demand all or part of the FDL MP 1102.5 Financial Assurance Amount to address restoration, mitigation, or monitoring required due to damage caused by uncontrolled flow.
  - e. If the FDL MP 1102.5 Financial Assurance has been fully depleted, FDL may make a demand for Enbridge to pay for any additional restoration, mitigation, or monitoring work required under the 2022 Corrective Action Plan, Implementation Plan, or Monitoring Plan, as supplemented or amended.
  - f. Rather than FDL accessing funding through the Financial Assurance mechanism, Enbridge may notify FDL that it desires to undertake the necessary actions, as directed by FDL in accordance with an approved 2022 Corrective Action Plan, Implementation Plan, or Monitoring Plan, as supplemented or amended, or pay any additional cost for restoration, mitigation and monitoring that FDL determines is necessary to meet the requirements of a Corrective Action Plan, Implementation Plan, or Monitoring Plan, as supplemented or amended. In such instances, FDL may demand all or part of the FDL MP 1102.5 Financial Assurance Amount only if it determines that Enbridge's restoration, mitigation, and/or monitoring has not been satisfactorily completed in a reasonable timeline as set by FDL.
  - g. The Parties agree to meet at least quarterly to discuss the status of restoration at the 1102.5 site, the scope of work yet to be performed at the site, and the scope of ongoing monitoring activities, including FDL costs incurred to date.
  - h. Release from any unused FDL MP 1102.5 Financial Assurance will follow a written determination that Enbridge has satisfactorily met the monitoring and restoration requirements in the approved 2022 Corrective Action Plan, Implementation Plan, and Monitoring Plan as supplemented or amended, and that Enbridge has met any mitigation required by FDL.



8. Final DNR Restoration Order. Enbridge acknowledges that DNR intends this agreement to be the final Restoration Order related to the MP 1102.5 site and that, except as provided under this Agreement, DNR will not issue separate Restoration Order or administrative penalty orders for that site other than this Agreement. Enbridge agrees that, in the event it fails to comply with the terms of the restoration of the MP 1102.5 site set forth in this Agreement, DNR may immediately enforce this Agreement as a final restoration order in Minnesota Federal District Court as set forth in paragraph 13b and pursuant to Minn. Stat. § 103G.135. Enbridge hereby waives any contested case hearing with respect to the restoration of the MP 1102.5 site.

9. Final Agreement and Release of Claims. The Parties agree that this Agreement is intended to finalize all civil issues between DNR, FDL, and Enbridge related to the uncontrolled groundwater flow at the MP 1102.5 site.

- a. As set forth in Paragraph II.8, this Agreement shall constitute DNR's Restoration Order for MP 1102.5 and DNR agrees not to issue a separate Restoration Order for the alleged violations at MP 1102.5.
- b. This Agreement shall constitute FDL's enforcement and prosecution under Chapter 10 of FDL Ordinance # 12/98 and Section 206 of FDL Ordinance # 01/06 for MP 1102.5 and FDL agrees not to seek additional enforcement or prosecution for the alleged violations at MP 1102.5. Enbridge agrees that, in the event it fails to comply with the terms of the restoration of the MP 1102.5 site set forth in this Agreement, FDL may immediately enforce this Agreement in Minnesota Federal District Court as set forth in paragraph 13b. Future seeps at the MP 1102.5 site will be addressed as set forth in Paragraphs II.10 herein.
- c. DNR and FDL expressly reserve the right to pursue further enforcement in the event that, during the course of monitoring, DNR or FDL discover additional violations at MP 1102.5 requiring enforcement, restoration, or mitigation, provided that DNR and FDL did not have information sufficient to identify such further violations in their possession as of the Effective Date of this Agreement.
- d. DNR and FDL fully and completely release Enbridge (including individual or organizational affiliates, subsidiaries, successors, agents, and assigns) from liability for any conduct known on or before the Effective Date related to the MP 1102.5 site that DNR or FDL could have pleaded in a civil action based on written information in the possession of DNR or FDL as of the Effective Date of this Agreement (hereinafter "Released Conduct"). DNR and FDL agree 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 facts that create the basis for criminal liability and therefore will not refer or seek criminal charges against Enbridge based on the facts known to it as of this Agreement.

10. Other Site(s). This Agreement may be amended to cite violations and assess funds for monitoring, mitigation, restoration, and any additional financial assurance needed to address additional uncontrolled groundwater flow attributable to the Project within the Fond du Lac Reservation or additional uncontrolled groundwater flow attributable to the Project outside of the Fond du Lac Reservation that may impact resources within the exterior boundaries of the Reservation. Absent a mutual agreement to amend this Agreement, if additional uncontrolled groundwater flow is identified, both the DNR and FDL expressly reserve the right to pursue further enforcement, restoration, or mitigation.

11. Reservation of Rights. The Parties agree that DNR and FDL retain their 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 or FDL for the Project. The Parties agree that, except as set forth in paragraph II.8, Enbridge retains any applicable rights to challenge any enforcement actions or modifications concerning the permits and approvals issued by DNR or FDL for the Project.

12. 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.

13. General Provisions.

- a. This Agreement will be binding on the successors and assigns of the Parties.
- b. As to the interpretation and enforcement of this Agreement, this Agreement will be governed by the applicable laws of the State of Minnesota, without regard to Minnesota's conflict-of-law provisions. As to all tribal ordinances and tribal permits cited in this Agreement, the applicable laws of the Fond du Lac Band and the United States will apply. Any dispute arising under this agreement shall be litigated in Minnesota Federal District Court.
  - i. Neither this Section nor any other provision of this Agreement constitutes the consent of FDL to the jurisdiction of the State of Minnesota or its courts for any purposes whatsoever.
  - ii. Neither this Section nor any other provision of this Agreement constitutes the consent of the DNR to the jurisdiction of Fond du Lac Band or its courts for any purposes whatsoever.

- 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, 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 addresses:

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)  
[Sherry.Enzler@state.mn.us](mailto:Sherry.Enzler@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)

FDL:

Attn: Resource Management  
Fond du Lac Band of Lake Superior Chippewa  
1720 Big Lake Road

Cloquet, MN 55720

cc: [reginalddefoe@fdlrez.com](mailto:reginalddefoe@fdlrez.com)  
[thomashowes@fdlrez.com](mailto:thomashowes@fdlrez.com)  
[allisonmitchell@fdlrez.com](mailto:allisonmitchell@fdlrez.com)

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

14. Effective Date. This Agreement is effective upon October 17, 2022.

15. 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 give effect to the original intent of the Parties as closely as possible in an acceptable manner so that the contemplated transactions are fulfilled to the extent possible

16. 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.

17. 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, tribal, or state court, Office of Administrative Hearings, or arbitration proceeding.

18. Data Practices Act. The Parties acknowledges 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

DATED: October 17, 2022 By: Barry P. Simonson  
Barry P. Simonson, Project Director – Line 3 Replacement Project  
Enbridge Energy, Limited Partnership  
By: Enbridge Pipelines (Lakehead) L.L.C.  
Its: Managing General Partner

**Stipulated to:**

MINNESOTA DEPARTMENT OF  
NATURAL RESOURCES

DATED: 10/14, 2022

By:

A handwritten signature in cursive script, reading "Barb Naramore", written over a horizontal line.

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

**Stipulated to:**

**FOND DU LAC BAND OF LAKE SUPERIOR CHIPPEWA**

DATED: October 17, 2022

By: 

Kevin R. Dupuis, Sr., Chairman  
Fond du Lac Band of Lake Superior Chippewa  
1720 Big Lake Road  
Cloquet, MN 55720

DATED: October 17, 2022

By: 

Robert Abramowski, Secretary/Treasurer  
Fond du Lac Band of Lake Superior Chippewa  
1720 Big Lake Road  
Cloquet, MN 55720