

Filed on:

10:49 am, Jul 07, 2022

Gas Services Department  
Railroad Commission of Texas

**Texas No. 98.7.0**  
(Cancels Texas No. 98.6.0)

**NuStar Logistics, L.P.**  
**LOCAL PIPELINE TARIFF**

Containing the Rates, Rules and Regulations Governing the  
Intrastate Transportation by Pipeline of  
**PETROLEUM PRODUCTS**  
(As Defined Herein)

From	To	Rate in Dollars per Barrel of 42 U.S. Gallons
Three Rivers, Live Oak County, Texas	San Antonio, Roosevelt Terminal, Bexar County, Texas	[U] \$0.6511 [N] <u>Note 3</u>
	Koch Terminal, Bexar County, Texas	[U] \$0.8394 [N] <u>Note 3</u>
	Motiva Terminal, Bexar County, Texas	[U] \$1.0892 [N] <u>Note 3</u>
	San Antonio, Kirby Terminal, Bexar County, Texas	[U] \$0.8394 [N] <u>Note 3</u>
	Corpus Christi Terminal, Nueces County, Texas	[U] \$1.1636
	Corpus Christi, Tribble Lane, Nueces County, Texas	[U] \$1.1815
	Laredo Terminal, Webb County, Texas	[U] \$1.4369 (See Note 2)
Corpus Christi Terminal, Nueces County, Texas	Three Rivers, Live Oak County, Texas	[U] \$1.1636
San Antonio, Kirby Terminal, Bexar County, Texas	Union Pacific Railroad, Bexar County, Texas	[U] \$0.9327
Origin Station, Corpus Christi, Nueces County, Texas	Edinburg Terminal, Hidalgo County, Texas	[U] \$1.4100
	Harlingen Terminal, Cameron County, Texas	[U] \$1.4100
	Brownsville Terminal, Cameron County, Texas	[U] \$1.4100
CITGO Refinery, Nueces County, Texas	Edinburg Terminal, Hidalgo County, Texas	[U] \$1.5184
	Harlingen Terminal, Cameron County, Texas	[U] \$1.5184
	Brownsville Terminal, Cameron County, Texas	[U] \$1.5184

Subject to the Rules and Regulations set forth herein.

NuStar Logistics, L.P. P-5 Permit # 616747; P-4 Permit #s 01760, 02443, 00257, 04432, 06951, and 07568

The provisions published herein will, if effective, not result in an effect on the quality of the human environment.

ISSUED: July 7, 2022

EFFECTIVE: July 15, 2022

Issued By:

Compiled by:

Danny Oliver  
Executive Vice President NuStar G.P., Inc.,  
as General Partner of  
NuStar Logistics, L.P.  
19003 IH-10 West  
San Antonio, Texas 78257

Adam Cummins  
19003 IH-10 West  
San Antonio, Texas 78257  
(210) 918-4577

Symbols:

[I] Increase [W] Change in wording only [U] Unchanged rate [N] New

R.R.C. – Railroad Commission of Texas

---

RULES AND REGULATIONS

---

Carrier will accept petroleum products (as defined herein) for intrastate transportation by pipeline from the point of origin to the point of destination named in this tariff, subject to the following rules and regulations.

1000.01            DEFINITIONS

"Petroleum Products" means and is limited to gasolines, kerosene, diesel fuel, turbine fuel, jet fuel, natural gasoline, normal butane, iso-butane, and other petroleum products; provided, however, that with respect to Petroleum Products consigned or transported from Three Rivers, Live Oak County, Texas to Laredo, Webb County, Texas, the definition of Petroleum Products means and shall be limited to gasolines, diesel fuel and jet fuel only.

"Barrel" means a barrel of forty-two (42) gallons, United States measurement at sixty degrees Fahrenheit (60°F.).

"Carrier" means NuStar Logistics, L.P.

"Shipper" means any person or entity that transports Petroleum Products in accordance with this tariff.

1000.02            SPECIFICATIONS REQUIRED

Petroleum Products shall conform to the specifications issued for each by Carrier and shall be accepted for transportation only at such time as Petroleum Products of similar quality and characteristics are being transported from receiving point to delivery point at pumping rates and pressures satisfactory to Carrier, and for receiving same without delay at pressures and pumping rates required by Carrier upon arrival at destination.

Shipper shall be liable for any contamination or damage to other Petroleum Products being transported or to Carrier's pipeline or other facilities in the event the Petroleum Products tendered and shipped are of specifications sub-standard to the specifications stated in Shipper's certificate of analysis.

If products accepted from Shipper do not contain corrosion inhibitor satisfactory to Carrier, Carrier may inject corrosion inhibitor in products to be transported and Shippers shall accept delivery of Petroleum Products containing the corrosion inhibitor at destination.

Carrier may require Shipper to furnish a certificate by a licensed petroleum inspector showing the final tests of the Petroleum Products tendered for transportation.

Petroleum Products, before tender, shall be dehydrated sufficiently to prevent the deposition of free water in the pipeline, and shall be free of suspended aqueous chemical solutions and solid matter in suspension.

Petroleum Products shall be free of any additives and inhibitors, including drag reducing agents, unless approved by Carrier.

1000.03            STORAGE, ORIGIN, DESTINATION AND FILTRATION FACILITIES

Carrier will not undertake to provide tankage for the receipt of Petroleum Products at receiving points or for the delivery of Petroleum Products at destination. Shipments will be accepted for transportation only from tankage provided by Shipper at established receiving points for delivery to tankage provided in advance by consignor or consignee at established delivery points.

For all Nueces County, Texas origins, all Shippers shall be required to use Carrier's pipeline filtration system when tendering Petroleum Products for shipment. Carrier's filtration system separates solids and other contaminants from the Petroleum Products that flow into Carrier's pipeline system and the filtration system will enhance Petroleum Product purity for all Shippers.

1000.04            SCHEDULING OF SHIPMENTS AND MINIMUM TENDERS

**Texas No. 98.7.0**  
**(Cancels Texas No. 98.6.0)**

Shippers desiring to originate Petroleum Products shall furnish Carrier a written notice ("Shipment Notice") that shall be received by Carrier on or before the 15<sup>th</sup> day of the month prior to the calendar month in which Shipper desires transportation. A Shipment Notice shall specify each Petroleum Product, the volume, origin and destination of each Petroleum Product offered to Carrier. If Shipper does not furnish such notice, Carrier will be under no obligation to accept such Petroleum Products for transportation.

Petroleum Products will be accepted for transportation, subject to items contained herein, only at such times as products of same quality and specifications are scheduled by Carrier for transport from a receiving point to destination. Petroleum Products shall be available in Shipper's tankage for shipment 24 hours prior to the scheduled date for movement into Carrier's pipeline.

Carrier will transport and deliver Petroleum Products with reasonable diligence and dispatch considering the quantity, distance of transportation, safety of operations, and other material factors. Petroleum Products are pumped in a certain sequence for efficient operation and Carrier reserves the right to specify the sequence of transportation of Petroleum Products.

Petroleum Products must be tendered for transportation in quantities of not less than 20,000 barrels, with a minimum of 5,000 barrels of the same quality and characteristics for any one Petroleum Product from one consignor consigned to one consignee, to be offered for shipment in Shipper's tanks and accepted by the Carrier at the established receiving point through Shipper's connections.

1000.06            PETROLEUM PRODUCTS INVOLVED IN LITIGATION, ETC.

Carrier may reject any Petroleum Products, when tendered for transportation, which may be involved in litigation, the title of which may be in dispute, or which may be encumbered by lien or charge of any kind, and it may require of the Shipper satisfactory evidence of its perfect and unencumbered title or satisfactory indemnity bond to protect Carrier against all loss.

1000.07            MEASURING, TESTING, AND DEDUCTIONS

All shipments tendered to Carrier for transportation shall be tested, gauged or metered by Carrier's representative prior to, or at the time of receipt from the Shipper, but the Shipper at all times may be present or represented during the testing, gauging or metering. Quantities shall be corrected as to temperature from observed temperatures to 60°F. Full deduction will be made for all water and other impurities.

1000.08            IDENTITY OF PETROLEUM PRODUCTS

Petroleum Products will be accepted for transportation only on condition same will be subject to changes in gravity, color, quality or characteristics while in transit or as may result from unavoidable contamination. Carrier will not be obligated to make delivery of the identical Petroleum Products received for transportation. Carrier may make delivery of Petroleum Products out of common stocks of similar Petroleum Products on hand at delivery point.

1000.09            LIABILITY OF CARRIER

Carrier shall not be liable for any loss of Petroleum Products, or delay in delivery, because of an act of God, the public enemy, quarantine, the authority of law, strikes, riots, or the acts of default of the Shipper or consignee, or from any other cause not due to the negligence of Carrier. In case of losses from such causes, other than the negligence of Carrier, losses shall be charged proportionately to each shipment in the ratio that such shipment or portion thereof, received and undelivered at the time of loss or damage occurs, bears to the total of all shipments, or portions thereof, then in the custody of Carrier for shipment via the lines or other facilities in which the loss or damage occurs. The consignee shall be entitled to receive only that portion of its shipment remaining after deducting its proportion of such loss or damage determined as aforesaid and shall be required to pay transportation charges only on the quantity delivered.

Carrier assumes no liability where operational, scheduling, excess demand, delays and other difficulties encountered in pipeline operations prevent its ability to maintain schedules or comply with Shipper's withdrawal requirements.

1000.10            UNPAID CHARGES, LIEN FOR AND SALE TO COVER

**Texas No. 98.7.0**  
**(Cancels Texas No. 98.6.0)**

Shipper or consignee shall pay the transportation and all other lawful charges accruing, and if required, shall pay same before delivery at destination. Carrier shall have a lien on all Petroleum Products to cover transportation and all other lawful charges, and may withhold delivery of Petroleum Products until said charges are paid. If such charges remain unpaid for more than five (5) days after notice of readiness to deliver, Carrier, by agent, may sell said Petroleum Products at public auction at the office of Carrier in San Antonio, Texas on any day not a legal holiday and not less than forty-eight (48) hours after publication of notice in a daily newspaper of general circulation published in San Antonio, Texas, said notice giving the time and place of the sale and the quantity of the Petroleum Products to be sold. Carrier may be a bidder and purchaser at such sale. From the proceeds of the sale Carrier may pay itself all charges lawfully accruing, and all expenses of said sale, and the net balance shall be held for whosoever may be lawfully entitled thereto.

1000.11 NOTICE OF CLAIMS

Notice of claims for loss, damage or delay in connection with shipments must be made to Carrier in writing within nine (9) months after accrual or, in case of failure to make delivery, within said nine (9) months after a reasonable time for delivery elapses. Such claims must be fully amplified, and unless so made and filed with Carrier within said nine (9) months, Carrier shall be wholly released and discharged therefrom and shall not be liable therefor in any court of justice. And no suit at law or in equity shall be maintained upon any claims unless instituted within two (2) years and one (1) day after the cause of action accrued.

1000.12 RATES TO INTERMEDIATE POINTS

For shipments accepted for transportation to any point not named in this tariff which is intermediate to a point to which rates are published herein, through such unnamed point, Carrier will apply to such unnamed point the rate published herein to the next more distant point specified in this tariff.

1000.13 PIPAGE AND PUMPAGE CONTRACTS

Separate pipage and/or pumpage contracts in accord with this Tariff and these regulations covering further details may be required by the Carrier before any duty for transportation shall arise.

1000.14 PRORATION OF PIPELINE CAPACITY

In the event Shippers' total requirements are greater than can be currently handled by Carrier, in order to allow Carrier to equitably allocate line capacity to all Shippers during any month for which nominations set forth in Shipment Notices for that month exceed capacity, Carrier, in its sole discretion, shall prorate available capacity so as to avoid discrimination among Shippers. The details of this procedure are set out in the following paragraphs.

Definitions except where the context requires another meaning, the following terms have the following meanings:

- "Proration Month" is the calendar month for which space is being allocated.
- "Calculation Month" is the calendar month just preceding the Proration Month for which space is being allocated.
- "Base Period" is the 12-calendar month period just preceding the Calculation Month. Individual months within the Base Period are designated by Nos. 1 through 12, with "Month 1" being the most recent Base Period month and "Month 12" being the oldest Base Period month.
- "New Shipper" is any Shipper who is not a Regular Shipper.
- "Regular Shipper" is any Shipper who had a record of movements of Petroleum Product(s) in any eight (8) of Months 1 through 12 of the Base Period.
- "Base Shipments" are the average monthly movements over a line segment by a Regular Shipper during the Base Period. Base Shipments will be calculated as follows: by dividing total movements by a Regular Shipper during the Base Period by the lessor of 12 or the number of months the Regular Shipper had a record of movements in the Base Period.

- “Forecast Volumes” is the total of all nominations set forth in Shipment Notices for a given calendar month. Carrier shall have the right to request Shippers to furnish in writing monthly forecasts of volumes to be shipped during the forward 24-calendar months. Carrier will carefully examine all Shipment Notices and Forecast Volumes using every means available to ensure that they are true and realistic and reserves the right to disregard any Shipment Notice or Forecast Volumes which appear to be inflated.
- “Shipment Notice Basis” means that the proration of capacity available pursuant to “Prorating of Capacity” Item c. (see below) to New Shippers will be allocated among all New Shippers in proportion to the volumes of Petroleum Products tendered by each New Shipper for that month.
- “Affiliated Shipper” means any entity that, directly or indirectly: (i) controls a Shipper; (ii) is controlled by another Shipper; or (iii) is controlled by the same entity that controls a Shipper. For purposes of this definition, the terms “controls” and “controlled by” mean the power to direct or cause the direction of the management of and policies of another entity whether through the ownership of shares, a contract, trust arrangement or any other means, either directly or indirectly, that results in control in fact, but notwithstanding the foregoing includes, with respect to the control of or by a corporation, partnership or limited liability company, the ownership of shares or equity interests carrying not less than 50% or more of the voting rights regardless of whether such ownership occurs directly or indirectly. Without limitation, any one or more of the following shall conclusively evidence that entities are Affiliates of each other: (a) use of shared mailing or business addresses; (b) use of shared business telephone numbers; (c) use of common bank account(s) in relation to carrier’s requirements set forth in Item 1000.15;(d) the same or substantially the same management, general partner or managing member; and/or (e) one Shipper directing or conducting business on behalf of another Shipper.

#### General

In no event will an allocation to a Shipper be used in such a manner that will enhance the allocation of another Shipper (including an Affiliated Shipper) beyond the allocation that such Shipper would be entitled to under this policy. Upon request of Carrier, a responsible official of a Shipper's company may be required to give assurances to Carrier that this provision has not been violated. In the event any Shipper shall, by any device, scheme, or arrangement whatsoever, attempt to increase, transfer all or any part of its Base Shipment and/or allocated portion of capacity during a Proration Month to any other Shipper (including an Affiliated Shipper) in violation of this policy, or in the event any Shipper (including an Affiliated Shipper) shall attempt to receive and use such portion of capacity, the portion of capacity allocated to such Shipper (including an Affiliated Shipper) will be reduced, in the next month that is subject to prorating after the date that the violation is discovered, by a volume equal to such attempted transfer.

#### Prorating of Capacity

- a. When capacity will be prorated. Capacity will be prorated among all Shippers for any month for which Carrier determines, in its sole discretion, that the aggregate volume of Petroleum Products that all Shippers tender to all Destinations in a Pipeline Segment exceeds capacity. Proration will be applied separately to each Pipeline Segment where a need for prorating shall arise.
- b. Prorating on gasoline equivalent basis. When and if Carrier, in its sole discretion, determines that a Barrel of gasoline consumes a smaller portion of capacity, on the average, than a Barrel of heavier Petroleum Products such as distillate, capacity will be prorated on a gasoline equivalent basis.
- c. Availability and allocation of capacity to New Shippers. Up to 10 percent of capacity shall be made available to New Shippers and will be prorated among them on a Shipment Notice Basis.
- d. Availability of capacity to each Regular Shipper. After the allocation of the portion of capacity to New Shippers, the remaining portion of capacity for that month shall be available to Regular Shippers who have tendered volumes for that month.
- e. Allocation to each Regular Shipper. Such remaining portion of capacity shall be allocated among Regular Shippers in proportion to their Base Shipments. In the event that the volume of Petroleum

**Texas No. 98.7.0**  
**(Cancels Texas No. 98.6.0)**

Products that would be allocated to a Shipper on the basis of Base Shipments is greater than the volume it tenders, the difference between its volume calculated on the basis of Base Shipments and its volume tendered will be reallocated among all other Regular Shippers in proportion to their Base Shipment percentages.

- f. Unused Allocated Capacity. Capacity that has been allocated to Regular Shippers but is not used would be re-allocated among all Shippers, both regular and new based on their proportion of allocated capacity for the month.

#### Proration Penalty

To penalize inflation of Shippers' nominations, a Shipper's space allocation for the next Proration Month will be reduced by the amount of allocated throughput not shipped in the preceding Proration Month unless such failure to use allocated throughput is excused by force majeure. For this purpose "force majeure" means any of the following which directly affects or involves facilities used in the production of Petroleum Products, and from which facilities Petroleum Products have been tendered for shipment under this tariff: act of God, storm, flood, extreme weather, fire, explosion, act of war, quarantine, authority of law, strike or riot.

#### Transfer of Base Shipments/ Volumes Allocated during a Proration Month

Neither a Shipper's Base Shipment nor volumes allocated to it during a Proration Month shall be assigned, conveyed, loaned, transferred to, or used in any manner by, another Shipper except as follows (1) if transferred in connection with a sale of all of such Shipper's business or an entire business line and/or (2) by operation of law, and any such assignment, conveyance, loan, transfer shall be irrevocable. Any other assignment, conveyance, loan, transfer to, or use in any manner by, another party of a Shipper's Base Shipment and/or volumes allocated to it during a Proration Month shall be null and void.

#### Affiliated Shipper Enhancement of Allocation

A Shipper may not use an Affiliated Shipper by any device, scheme, or arrangement whatsoever, attempt to increase its Base Shipment or its allocated portion of capacity. All Affiliated Shippers will be treated and considered as one entity for the purposes of Shipper history and status. Nothing in this item will allow a group of Affiliated Shippers to receive a capacity allocation greater than the total allocated capacity that such group would be entitled to if all of its transportation history was consolidated in one Shipper account.

#### NOTES

##### Note 2: EXPLANATION OF PRODUCT LIMITATION

Transportation on this pipeline route shall be limited to gasolines, diesel fuel and jet fuel only.

[N] Note 3 – In addition to the rates noted above, effective July 15, 2022, a surcharge in the amount of \$0.1000 per barrel (the "Surcharge Rate") will be assessed for Petroleum Products delivered to the noted destinations for the purpose of amortizing certain capital expenditures associated with the pipeline. The Surcharge Rate will be removed once the required capital expenditures have been recovered.