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Phillips 66 Carrier LLC

TEXAS LOCAL AND PROPORTIONAL PIPE LINE TARIFF

APPLYING ON

PETROLEUM PRODUCTS

FROM	TO	RATE IN CENTS PER BARREL (cpb)
Borger, Hutchinson County, Texas	Amarillo Station Potter County, Texas	[I] 29.18

The rate named in this tariff is for the transportation of Petroleum Products by pipeline to the point named herein.

Filed using procedures established in 18 CFR

P5 No. 663865 [Operated by Phillips 66 Pipeline LLC on behalf of Phillips 66 Carrier LLC] T4 Permit # 5383

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

Issued May 22, 2020

Effective July 1, 2020

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GENERAL RULES AND REGULATIONS

Carrier will receive Petroleum Products for transportation only to established point on its line under the following conditions:

Item No.	SUBJECT	RULES AND REGULATIONS
5	Definition of Terms	<p>“Carrier”, as used in these rules and regulations, means and refers to Phillips 66 Carrier LLC</p> <p>“Barrel”, as used in these rules and regulations, will consist of forty-two (42) United States gallons.</p> <p>“Petroleum Products”, as used in these rules and regulations, shall be Automotive Gasoline, Aviation Gasoline, Kerosene, Diesel Fuel, Jet Fuel, Propane and Butane.</p> <p>“Tender” means an offer by a Shipper to a Carrier of a stated quantity of Petroleum Products from the specified origin to a specified destination or destinations pursuant to the terms of this tariff.</p>
10	Specifications Required	<p>Petroleum Products will be accepted for transportation only after the consignor or consignee has made necessary arrangements for facilities to receive same at destination and only at such time as Petroleum Products of the same quality and specifications are currently being transported from receiving point to destination.</p> <p>Products shall be dehydrated sufficiently to prevent the deposition of free water in the pipeline and said products shall be free of suspended aqueous chemical solutions and solid matter in suspension.</p> <p>Petroleum Products shall be accepted for transportation only when such Petroleum Products meet all required Federal, state and local regulations and Carrier’s published Petroleum Product specifications contained in the “Borger-Amarillo Pipeline (BAM) Product Specifications document.</p> <ul style="list-style-type: none"> • A current copy of the “Borger-Amarillo Pipeline (BAM) ” Specifications document Effective March 1, 2020 may be obtained upon request from the “compiled by” person listed on the title page or on the Carrier’s website at: https://www.phillips66midstream.com/EN/Pages/pipeline-specs.aspx • Carrier reserves the right to require Shipper to demonstrate that Petroleum Products offered for transportation meet required specifications as prescribed in the Borger-Amarillo Pipeline (BAM) Product Specifications document. • Shipper shall be responsible for all reasonable expenses incurred by Carrier resulting from Carrier’s receipt of any Petroleum Products that do not comply with the Borger-Amarillo Pipeline (BAM) Product Specifications document. • Carrier reserves the right to require, approve, or reject the injection of corrosion inhibitors, viscosity or pour point depressants, drag reducing agents, or other additives. Petroleum Products will be accepted for transportation at such time as Petroleum Products of the same quality and specifications are currently being transported from receiving point to destination.
15	Minimum Tender Quantity and Place of Delivery	<p>Petroleum Products of the required specifications may be tendered for transportation in quantities of not less than fifteen thousand (15,000) Barrels, with a minimum of three thousand (3,000) Barrels of the same quality and specifications for any one commodity, from one consignor, consigned to one consignee.</p>
16	Nominations	<p>Petroleum Products will be accepted for transportation only on properly executed tenders, as defined in Item 5.</p> <p>(a) Shippers desiring to tender Petroleum Products for transportation shall make in writing a separate tender for each calendar month on or before the 15th day of the preceding month. Carrier is under no obligation to accept Petroleum Products for transportation in any month unless Shipper submits a nomination on or before the fifteenth (15th) day of the calendar month preceding the desired shipment date. If the fifteenth (15th) day of the month falls on a weekend or holiday, nominations are due on the last workday before the fifteenth (15th). A nomination must specify, for each shipment, the quantity, product grade, Origin, Destination and Shipper.</p>

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16	Nominations (Continued)	(b) Petroleum Products shall be accepted for transportation at such time as Petroleum Products of the same specifications are currently being transported from point of Origin to a Destination or Destinations in accordance with schedules of shipments to be issued from time to time to each Shipper by the Carrier. Such schedules may be modified from time to time in the manner and to the extent reasonably desirable to facilitate the efficient and economical use and operation of the Carrier's facilities and to reasonably accommodate Shipper's needs for transportation. Any changes or modification to Shipper's monthly nominations should be completed at least fourteen (14) days before the scheduled entry date of product into the Carrier's facilities. If a change in nomination is not timely submitted, Carrier will handle in a manner to facilitate the efficient, economic use and operation of the Carrier's facilities and to reasonably accommodate Shipper's needs for transportation of product. Carrier will provide a pump date for a completed nomination a minimum of seven (7) days prior to the release date.
20	Identity of Shipment	It being impractical to maintain the identity of each inbound lot of Petroleum Products, substitution of tonnage, but not one kind of commodity for another, will be permitted.
25	Acceptance Free From Liens and Charges	Petroleum Products will be accepted for transportation only when free from all liens and charges.
30	Delivery at Terminal Point	Upon arrival at destination, the Petroleum Products will be placed in tanks of consignee.
35	Pipage Contracts Required	Separate pipage contracts in accord with this tariff and these regulations covering further details may be required of the proposed shipper before any duty of transportation shall arise.
40	Gauging, Testing and Deductions	Petroleum Products will be tested by Carrier's representative prior to the acceptance thereof. Volumes of products received will be determined by meter readings at point of origin. Volumes of products delivered will be determined by meter readings at destination. Carrier will be accountable for delivery of one hundred percent (100%) of shipment at destination.
45	Temperature Corrections	Petroleum Products will be received and delivered on the basis of volume corrections for temperature from observed temperature to 60° Fahrenheit using the latest applicable standards.
50	Payment of Transportation And Other Charges	The transportation and all other charges accruing on Petroleum Products accepted for shipment, based on the rates applicable to the terminal points proper at which delivery is made, if required by Carrier, will be paid before release of Petroleum Products from the custody of the Carrier, or if required by Carrier, will be prepaid at point of origin. Petroleum Products accepted for such transportation shall be subject to a lien for all lawful charges.

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55	Liability of Carrier	<p>The Carrier will deliver at the Terminal Point with reasonable diligence, the quantity of Petroleum Products received for transportation. The Carrier shall not be liable for any delay or loss of products occasioned by war, invasion, hostilities, rebellion, insurrection, seizure or destruction under quarantine or customs regulations, or confiscation by order of any government or public authority, or risks of contraband or illegal transportation or trade. In the event of such loss each owner's share of the loss shall be in the same proportion as its share of the total quantity of the shipments involved in the loss, and each such owner shall be entitled to receive only so much of its share remaining after its due proportion of the loss is deducted. The Carrier shall compute the quantities of loss, and shall prepare and submit a statement to the owners showing the apportionment of the loss among the owners involved.</p> <p>The Carrier will not be liable for discoloration, contamination, or deterioration of Petroleum Products transported, unless such discoloration, contamination, or deterioration results from negligence of the Carrier in movement or handling of the product through the facilities of the Carrier. In the event of such damages, each owner's share of the damaged product shall be in the same proportion as its share of the total quantity of shipments involved, and such owner shall be allocated only its proportionate share of damaged product. The Carrier shall prepare and submit a statement to the owners showing the apportionment of the damaged products amount the owner involved.</p>
60	Claims, Time For Filing	<p>Except where property is lost or damaged in transit by carelessness or negligence of the Carrier, claims for loss or damage must be made in writing to the Carrier within nine (9) months after delivery of the property, or in case of a failure to make delivery, then within nine (9) months after a reasonable time for delivery has elapsed. Suits for loss or damage shall be instituted only within two (2) years and one (1) day after delivery of the property, or in case of a failure to make delivery, then within two (2) years and one (1) day after a reasonable time for delivery has elapsed; provided, however, that where claims have been duly filed with the Carrier, suit must be brought within two (2) years and one (1) day after notice in writing is given by the Carrier to the claimant that the Carrier has disallowed the claim or any part or parts thereof specified in the notice. Where claims for loss or damage are not filed or suits are not instituted in accordance with the forgoing provisions, such claims will not be paid and the Carrier will not be liable.</p>
65	Services Performed	<p>The rates published in this tariff cover only the transportation of Petroleum Products by pipeline and include no other services.</p>
70	Dehydration Fee	<p>A Fee of [I] 3.09 cpb (Three and nine one hundredth cents per Barrel) will be added to cover the costs of Dehydration and, or Coalescing for all volume received into the pipeline from the Borger, Texas origin. Shipper to provide butane for dehydrators and take water from Borger Terminal.</p>
80	Proration of Pipeline Capacity	<p>When there shall be tendered to the Carrier, for transportation, more Petroleum Products than can be currently transported, the transportation furnished by the Carrier shall be apportioned among all Shippers in such quantities and at such times to the limit of capacity so as to avoid discrimination among Shippers. The Proration Policy for Product Pipelines operated by Phillips 66 Carrier LLC dated September 21, 2016 is available on request by calling the number or writing to the address under the "Compiled by" heading on the title page of this tariff or by visiting Carrier's website at: http://www.phillips66midstream.com/EN/Pages/Pipeline-Proration-Policies.aspx (Phillips 66 Carrier LLC – Products)</p>
EXPLANATION OF ABBREVIATIONS AND REFERENCED MARKS		
<p>[I] Increase [W] Change in Wording Only</p>		