

Filed on:

Jun 15 2022

Gas Services Department  
Railroad Commission of Texas

**Texas Intrastate No. 1.1.0**  
**(Cancels Texas Intrastate No. 1.0.0)**

# **FRONT RANGE PIPELINE LLC**

## **Local Pipeline Tariff**

Containing

### **RATES, RULES AND REGULATIONS**

Applying on the Intrastate Transportation of

### **DEMETHANIZED MIX**

Transported by Pipeline

Within Texas

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The rates in this tariff are expressed in cents per Barrel of 42 U.S. Gallons and are subject to change as provided by law, and are governed by the Rules and Regulations published herein, supplements hereto and reissues hereof.

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

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Operated by Enterprise Products Operating LLC, P5#253368 Under T-4 Permit No. 08636.

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**EFFECTIVE: JULY 1, 2022**

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## GENERAL APPLICATION OF TARIFF

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Product, only as defined herein, will be transported and/or handled through Carrier's facilities only as provided in these rules and regulations.

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## RULES AND REGULATIONS

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### ITEM 1 – DEFINITIONS

For the purpose of these Rules and Regulations, the following definitions apply; in the event of inconsistency with the definitions in the Agreement, the latter will apply:

**Agreement** - shall mean an agreement, including a TSA, executed by Carrier and Shipper, which provides for transportation services subject to the terms of this tariff.

**Barrel** - shall mean forty-two (42) United States gallons of two hundred thirty-one (231) cubic inches at sixty degrees Fahrenheit (60°F) and equilibrium vapor pressure.

**Carrier** - shall mean Front Range Pipeline LLC.

**Contract Shipper** - shall mean a Shipper that has executed a TSA.

**Contract Volume** - shall mean the daily maximum volume of Product specified by Contract Shipper to ship on the pipeline pursuant to the TSA.

**Estream** - shall mean the integrated business operating system utilized by Carrier for the coordination of all business conducted on Carrier's pipelines and facilities.

**Day** - shall mean the twenty-four (24) hours between 7:00 a.m. and 7:00 a.m. the following day.

**Demethanized Mix** - shall mean a mixture of any or all of the following components: ethane, propane, isobutane, normal butane, and natural gasoline.

**Initial Term** – a period of time which ends on the fifteenth (15<sup>th</sup>) anniversary of the in-service date.

**Month** - shall mean 7:00 A.M. of the first day of a calendar month to 7:00 A.M. on the first day of the following calendar month.

**Nomination or Nominated** - shall mean an offer by Shipper to Carrier of a stated quantity of Product for transportation from the specified origin to the specified destination pursuant to the terms of these Rules and Regulations.

**Product** - shall mean Demethanized Mix meeting specifications issued by Carrier.

**Shipper** - shall mean any party who gives notice to transport Product under the provisions outlined in these Rules and Regulations.

**Transportation Services Agreement or (TSA)** - shall mean an Agreement executed by a Shipper, which includes a ship or pay obligation on the part of Shipper.

### ITEM 2 - SCHEDULING OF RECEIPT

When Shipper desires to originate Product it shall furnish a Nomination via Estream no later than the 15th calendar Day of the Month preceding the Month in which Shipper desires transportation. If Shipper does not furnish such Nomination, Carrier will be under no obligation to accept such Product for transportation. Product will be accepted for transportation, subject to the Rules and Regulations contained herein, at such time and in such quantity as scheduled by Carrier. Carrier will transport and deliver Product with reasonable diligence and dispatch considering the quantity, distance of transportation, safety of operations, and other material factors, but will accept no Product to be transported in time for any particular market.

### **ITEM 3 - PRODUCT REQUIREMENTS AND TESTING**

Carrier reserves the right to refuse to accept any Product for transportation which does not meet Carrier' Product specifications or that is not good, merchantable Product readily acceptable for transportation through Carrier's existing facilities. Shipper may be required to furnish Carrier with a certificate setting forth the specifications of each shipment of Product to be transported in Carrier's facilities. Each Carrier reserves the right to sample and/or test any such shipment prior to acceptance or during receipt, and in the event of variance between Shipper's certificate and Carrier's test, the latter shall prevail, absent fraud or manifest error. If, upon investigation, Carrier determines that Shipper has delivered to Carrier's facilities Product that does not meet Carrier's Product specifications or that is not good, merchantable Product as set forth above, Carrier reserves the right to treat or otherwise dispose of all such Product in any reasonable commercial manner at Shipper's sole expense. Carrier reserves the right to collect its actual treating and handling charges plus an additional [U]104 cents per Barrel penalty charge.

### **ITEM 4 - MINIMUM SHIPMENT**

Product shall be offered for transportation in quantities that can be received into Carrier's pipeline facilities. Carrier will specify, on a non-discriminatory basis, the quantity to be delivered to upstream Carrier at the origin point. Shipper will be subject to linefill requirements of up to 42 days during normal operating conditions. Such linefill requirements shall be applied on a non-discriminatory basis.

### **ITEM 5 - APPLICATION OF RATES**

Carrier shall assess transportation and all other lawful charges accruing on Product accepted for transportation at the rate in effect at date Product is received at origin. Carrier will invoice Shipper for transportation charges and all other lawful charges accruing on Product accepted or deficiency charges if any on Product not tendered for transportation in accordance with the Agreement and Carrier's then-current payment policies and procedures, and at the rates set forth in the Agreement.

### **ITEM 6 - ORIGIN AND DESTINATION FACILITIES**

Carrier shall accept Product only when Shipper has provided necessary facilities for receipt of Product into Carrier's pipelines and delivery of Product from Carrier's pipeline at pressures and pumping rates required by Carrier on a non-discriminatory basis.

### **ITEM 7 - MEASUREMENT**

Except as otherwise provided, Carrier shall not charge for metering Product upon receipt and delivery. Observed volumes of Product shall be corrected to net component volumes at 60°F and equilibrium vapor pressure by the use of flowing mass, a component analysis of a sample accumulated from the flowing stream, and component densities from the latest GPA 2145 Standard.

### **ITEM 8 - COMPONENT BALANCING**

Shipper shall be responsible for bringing into balance on a monthly basis any accumulated component volume differences resulting from the receipt, transportation, and delivery of commingled Demethanized Mix.

### **ITEM 9 - IDENTITY OF SHIPMENTS**

Carrier may commingle Product received from the origin set forth in the Agreement. Carrier reserves the right at any time to substitute and deliver Product of the same specification as the Product shipped.

## **ITEM 10 - DEMURRAGE**

Shipper shall remove Product, or cause Product to be removed, from downstream Carrier's facilities following transportation to a nominated destination. In the event failure to remove Product threatens or prevents delivery of succeeding shipments into or out of Carrier's facilities, and/or threatens or causes congestion at Carrier's terminals, each carrier shall have the right, without liability to Shipper, to make such disposition of unremoved Product as is necessary for the efficient operation of its facilities, and Shipper shall pay Carrier all charges associated with such disposition the same as if Shipper had authorized such, together with any associated additional costs and damages borne or incurred by Carrier.

## **ITEM 11 - PAYMENT OF CARRIER CHARGES, LIEN FOR UNPAID CHARGES AND FINANCIAL ASSURANCES**

The Shipper shall pay all charges as provided for in this tariff or otherwise lawfully due to Carrier, and, if required by Carrier, shall pay the same before acceptance or delivery by Carrier of Shipper's Product.

Carrier will invoice Shipper for charges or other lawfully due amounts on a weekly basis unless otherwise specified in a TSA or where operational issues make billing on a weekly basis impractical. Shipper shall pay all invoiced amounts within ten (10) days of the date of invoice from Carrier. If any amounts owed by Shipper are not paid by the due date of Carrier's invoice, Carrier shall have the right to assess an interest charge on the entire past due balance until paid in full at the rate equal to the lesser of (i) 12% per annum, or (ii) the maximum non-usurious interest rate which may then be charged under Texas law. Carrier may require that all payments to Carrier be sent by wire transfer in accordance with the instructions on Carrier's invoice to Shipper.

Carrier shall have a lien upon all of the following, whether now or hereafter existing or acquired, as collateral security for the prompt and complete payment and performance of the Obligations (as defined below): (a) all product of Shipper in the possession of Carrier or its agents including linefill; (b) all of Shipper's prepayments, deposits, balances and credits with, and any of its claims against, Carrier, at any time existing; and (c) all proceeds of any of the foregoing property in any form (collectively, "Collateral"). The foregoing lien and Collateral secures all of the following obligations of Shipper (collectively, the "Obligations"): (i) any and all charges owed to Carrier by Shipper under this tariff or otherwise lawfully due to Carrier, including penalties, interest, and late payment charges; (ii) the reimbursement of any costs or amounts Carrier may advance, spend or incur for the storage, preservation, removal or sale of the Collateral or otherwise to enforce the lien or these Obligations; and (iii) all amounts owed under any modifications, renewals, or extensions of any such Obligations. The lien provided in this tariff is in addition to any lien or security interest provided by applicable law and any and all other rights and remedies Carrier may have at law or in equity. If any amounts accruing and owed to Carrier remain unpaid ten (10) days after written notice and demand therefor, then Carrier or its agent shall have the right, in addition to and not in limitation of its other rights and remedies, to sell any or all of the Collateral at public auction, on any day not a legal holiday. The date for the sale shall be at least forty-eight (48) hours after publication of notice of such sale in a daily newspaper of general circulation published in the town or city where the sale is to be held, stating the time, place of sale, and a description and the location of the Collateral to be sold. At such sale, Carrier or any of its Affiliates shall have the right to bid, and if the highest bidder, to become the purchaser. Carrier shall apply the proceeds of any such sale to the payment of Obligations accruing or due to Carrier and to the reimbursement of expenses associated with the sale of the Collateral, and the balance remaining, if any, shall be paid to or held for whomsoever may be lawfully entitled thereto. Carrier may, with or without notice to Shipper, appoint agent(s) to retain possession of Shipper's Product on behalf of Carrier for the purpose of enforcing this security interest, lien and assignment. Carrier shall have the right to file all such documents as it deems appropriate in order to perfect or maintain the perfection of the security interest, lien and assignment granted herein and Shipper shall cooperate and execute all such documents as may be reasonably requested by Carrier.

If Shipper fails to satisfy when due any Obligations, then Carrier shall have the right, until all such Obligations, including interest thereon, are paid in full to: (i) refuse to provide Shipper access to Carrier's facilities or provide transportation services for Shipper's Product; (ii) set-off (including by set-off, offset, recoupment, combination of accounts, deduction, retention, or counterclaim) any amounts owing to Carrier against any monies owed by Carrier to Shipper or any of Shipper's Affiliates under this tariff, any contract, or against any Product of Shipper in the custody of Carrier or its agents; and (iii) exercise any other rights or remedies under this tariff or under applicable law or in equity, provided that Carrier will only exercise its right to refuse to provide Shipper access to Carrier's facilities or provide transportation services if Shipper has not provided Financial Assurances to Carrier sufficient in Carrier's reasonable discretion to satisfy the Obligations, provided further, notwithstanding any such Financial Assurances, if such Obligations have remained unsatisfied for sixty (60) days past the date due, even if Shipper has provided Financial Assurances, Carrier shall have the right to refuse Shipper access to Carrier's facilities or provide transportation services for Shipper's Product until such Obligations have been satisfied. In addition, Shipper shall pay all documented costs incurred by Carrier to collect any unpaid Obligations, including reasonable attorney fees and costs incurred by Carrier.

At any time, upon the reasonable request of Carrier, any prospective or existing Shipper shall provide information to Carrier that will allow Carrier to determine the prospective or existing Shipper's capacity to perform any Obligations that could arise under the terms of this tariff or a TSA. Carrier shall not be obligated to accept Product for transportation from or to provide access to Carrier's facilities to an existing or prospective Shipper if Shipper or prospective Shipper fails to provide the requested information to Carrier within ten (10) days of Carrier's written request, or if Carrier's review of the requested information reveals that the existing or prospective Shipper does not have the capacity to perform the Obligations and such Shipper fails to provide Financial Assurances requested by Carrier.

In the event Carrier determines that:

- (1) the existing or prospective Shipper's financial condition is or has become impaired or unsatisfactory;
- (2) any financial assurances ("Financial Assurances") previously provided by a Shipper no longer provide adequate security for the performance of such Shipper's Obligations; or
- (3) Carrier otherwise determines that it is necessary to obtain additional Financial Assurances from Shipper;

then Carrier, upon notice to Shipper, may require one or more of the following Financial Assurances for the payment of the Obligations, to be provided at the expense of Shipper:

- (1) prepayment (which will be held by Carrier without interest accruing thereon) in an amount and in a form satisfactory to Carrier;
- (2) a standby irrevocable letter of credit in favor of Carrier in an amount and in a form satisfactory to Carrier and issued by a financial institution acceptable to Carrier;
- (3) a guaranty in an amount and in a form satisfactory to Carrier and provided by a guarantor acceptable to Carrier; or other enforceable collateral security or credit support, in form and substance acceptable to Carrier.

## **ITEM 12 - ACCEPTANCE FREE FROM LIENS AND CHARGES**

Carrier may refuse, on a non-discriminatory basis, any shipment for transportation which may be encumbered by a lien or charge of any kind, or which may be involved in litigation or the ownership thereof may be in dispute. When any Product so encumbered or subject to litigation or dispute is tendered for transportation, Carrier may require of Shipper satisfactory evidence of his perfect and unencumbered title or satisfactory indemnity bond to protect Carrier against any or all loss.

## **ITEM 13 - LIABILITY OF CARRIER**

Carrier shall not be liable to Shipper for any delay in delivery or for any loss of Product caused by an act of God, public enemy, quarantine, authority of law, strikes, riots, fire, floods or by act of default of consignor or consignee, or resulting from any other cause not due to the negligence of Carrier, whether similar or dissimilar to the causes herein enumerated. Any such loss shall be apportioned by Carrier to each shipment of Product or portion thereof involved in such loss in the proportion that such shipment or portion thereof bears to the total of all Product in the loss, and each consignee shall be entitled to receive only that portion of its shipment remaining after deducting his proportion as above determined of such loss. Carrier shall prepare and submit a statement to Shipper and consignee showing the apportionment of any such loss. Carrier operates under the Agreement and these Rules and Regulations solely as a common carrier and not as an owner, manufacturer, or seller of the Product transported or stored hereunder, and Carrier expressly disclaims any liability for any expressed or implied warranty for Products transported or stored hereunder including any warranties of merchantability or fitness for intended use.

## **ITEM 14 - CLAIMS-TIME FOR FILING**

Notice of claims for loss or damage must be made in writing to Carrier within nine (9) months after delivery of the Product, or in the case of a failure to make delivery, then within nine (9) months after a reasonable time for delivery has elapsed. Suit against such Carrier shall be instituted only within two (2) years and one (1) day from the day when notice in writing is given by Carrier to the claimant that Carrier has disallowed the claim or any part or parts thereof specified in the notice. Where claims are not filed or suits are not instituted thereon in accordance with the foregoing provisions, such claims will not be paid and Carrier shall not be liable.

## **ITEM 15 - SCHEDULING OF DELIVERY**

When Shipper requests for delivery from the pipeline at the destination a volume of Product greater than can be immediately delivered, Carrier shall schedule delivery. Carrier shall not be liable for any delay in delivery resulting from such scheduling of delivery.

## **ITEM 16 - ALLOCATION**

When there is offered to Carrier Product quantities greater than can be transported between origins and the destinations, Carrier shall allocate transportation capacity, then Carrier shall accept and transport, during such period, only that portion of each good-faith offer to ship which Carrier shall determine to be equitable to all Shippers, having regard to the operating conditions of the pipeline systems, as determined by Carrier, in accordance with the following allocation procedures:

- a. Ninety percent (90%) of the available capacity will be allocated by Carrier on a non-discriminatory basis to all Shippers, with an individual Contract Shipper's entitlement based on the greater of:
  - (1) The volume transported during a historical period; or
  - (2) Shipper's Contract Volume applicable to the allocation period, provided however that clause (1) shall only establish an allocation exceeding Shipper's Contract Volume to the extent such excess volume does not cause an allocation to another Contract Shipper that reduces such other Contract Shipper below its Contract Volume for the allocation period, and provided further that, in the case of any Shipper that has executed a TSA, its historical volume for the first month beyond the first ten (10) years of the Initial Term shall be deemed to be that Shipper's Contract Volume for the last Month of the first ten (10) years of the Initial Term.
- b. The remaining ten (10%) of the available capacity shall be allocated on a pro rata basis to new Shippers. Any new Shipper shall not be allocated more than one percent (1%) of the available capacity. If the aggregate Nominated volumes by new Shippers are less than ten percent (10%) of the available capacity of the pipeline system, each new Shipper will be allocated its Nominated volume and the remaining available capacity will be allocated to historical Shippers which shipped or paid for volumes of Product during a representative period.
- c. During instances of allocation, a Shipper will be deemed to have submitted a revised Nomination volume equal to its allocation determined by Carrier in accordance with the procedures set forth above.

Allocation will be given as a daily or monthly volume, at Carrier's discretion, and will be calculated for the calendar month. Allocation shall not be brokered or transferred. With the agreement of the Shippers concerned, all or part of their historical volumes may be transferred under the following conditions:

- No commercial transaction occurs between the participating shippers with regard to historical volumes.
- The transfer is irrevocable.
- The request to transfer must be the result of an unusual situation, as may be reasonably determined by the Carrier on a non-discriminatory basis.

## **ITEM 17 – SHIPPER COMPLIANCE**

To ensure that a Contract Shipper remains eligible for Contract Rates, Carrier may audit the books and records of any Contract Shipper that has an effective TSA with Carrier. Carrier's right to perform such an audit will be limited to a review of only the information that is reasonably necessary for Carrier to determine whether the Contract Shipper has complied with its obligations under the TSA. Carrier is limited to a maximum of one audit per year for this purpose.

## **ITEM 18 - TRANSPORTATION INVENTORY**

Quantities of Product received into Carrier's custody for transportation to Shipper's nominated destination will constitute Shipper's transportation inventory prior to delivery. If Product cannot be accepted by the nominated destination through no fault of the applicable Carrier, undelivered quantities will be returned to Shipper's holding (storage) inventory.

## **ITEM 19 - PIPEAGE CONTRACTS**

Separate Agreements in accord with this tariff, and these regulations covering further details, may be required by Carrier before any duty for transportation shall arise.

## **ITEM 20 - RESERVED FOR FUTURE USE**

## **ITEM 21 - STORAGE**

Carrier does not have available, and does not hold itself out to provide, storage of Shipper's Product at origin, destination, or intermediate points.

## **ITEM 22 GOVERNING LAW AND JURISDICTION**

This tariff is governed by, and must be interpreted and construed in accordance with, the laws of the State of Texas, without regard to any of its principles of conflicts of laws that would make applicable the laws of any other jurisdiction. Except for disputes that fall within the jurisdiction of the Railroad Commission of Texas, exclusive venue for any suit, action, or proceeding brought in connection with this tariff is in the state and federal courts located in Harris County, Texas. Carrier and Shipper each irrevocably and unconditionally waive, to the fullest extent they may legally and effectively do so, any objection they may now or hereafter have to the laying of venue of any suit, action, or proceeding arising out of or relating to this tariff in the state and federal courts situated in Harris County, Texas. *Intending to waive and forever relinquish any right under applicable law providing for a right of trial by jury, Carrier and Shipper each knowingly, voluntarily, and intentionally waives, to the fullest extent permitted by applicable law, any and all claims or rights it or its successors and assigns may have to any trial by jury on any issue arising out of any litigation, dispute, suit, action, or proceeding related to this tariff.*

## **ITEM 23 APPLICATION OF RATES FROM AND TO INTERMEDIATE POINTS**

For Product accepted for transportation from any point on Carrier's pipeline not named in this tariff, which is an intermediate point from which rates are published herein, through such unnamed point, Carrier will apply, from such unnamed point, the rate published herein from the next more distant point specified in the tariff. If service is to be used on a continuous basis for more than 30 days, Carrier will file a tariff applicable to the transportation movement.

For Product accepted for transportation to any point on Carrier's pipeline 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. If service is to be used on a continuous basis for more than 30 days, Carrier will file a tariff applicable to the transportation movement.

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## RATES\*

(Rates in Cents per Barrel of 42 U.S. Gallons each.)

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### ITEM 200 GENERAL COMMODITY RATES

ORIGIN	DESTINATION	RATE
Sunray, TX	Skellytown, TX	[I] 228.29

\* Incentive rates are available on a non-discriminatory basis to Shippers who enter into an Agreement with Carrier. Carrier reserves the right, but has no obligation, to enter into transportation agreements with Shippers, which contain negotiated rates, terms, and conditions. Such rates, terms, and conditions may be determined by, but are not limited to, such factors as rate, duration, volumes, points of origin, points of delivery, available capacity, minimum quantities, creditworthiness, and settlement of disputes.

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## ABBREVIATIONS AND REFERENCE MARKS

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GPA            Gas Processors Association  
No.            Number  
U.S.            United State

[I]            Increase  
[U]            Unchanged rate