

Filed on:

1:23 pm, Jun 11, 2021

Gas Services Department
Railroad Commission of Texas

Texas Intrastate No. 129.8.0

(Cancels Texas Intrastate No. 129.7.0)

[N] CANCELLATION NOTICE

ENTERPRISE TE PRODUCTS PIPELINE COMPANY LLC

~~[C] LOCAL PIPELINE TARIFF~~

FOR

~~NON-INCENTIVE AND VOLUME INCENTIVE RATES~~

Applying on the Transportation of

ETHYLENE

Transported By Pipeline

FROM AND TO POINTS NAMED HEREIN

[N] Effective May 28, 2020, this tariff has been adopted by Southeast Texas Pipelines LLC ("STP") and is hereby cancelled. For further rules, rates and routing, please refer to STP's Texas Intrastate No. P87 1.0.

~~[C] All rates published in this Tariff are for the intrastate transportation of Products through the pipelines of Enterprise TE Products Pipeline Company LLC ("Enterprise TE") within the State of Texas, being expressed in cents per pounds, are subject to change as may be provided by law and are governed by the provisions found under the General Rules & Regulations herein.~~

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

~~[C] Operated by Enterprise Products Operating LLC, (P5#253368) Under T-4 Permit Numbers 00187, 03655, 04783, 04790 and 05746.~~

EFFECTIVE May 28, 2021

COMPILED AND ISSUED BY

Laura Verstuyft
Enterprise TE Products Pipeline Company LLC
1100 Louisiana Street, Suite 1000
Houston, Texas 77002-5227
(713) 381-6313

[C]GENERAL RULES & REGULATIONS

The General Rules and Regulations published herein apply in their entirety to the services covered by this tariff (i.e., to the transportation and handling of Products between the origins and destinations named herein).

ITEM NO. 5

A List of Definitions

Agreement	Refers to the transportation agreement between Shipper and Carrier.
Agreement Period	Refers to the period beginning on the Commencement Date or any anniversary thereof and ending 365 or, if applicable, 366 days later.
Agreement Term	Refers to twenty (20) Agreement Periods.
Carrier	Enterprise TE Products Pipeline Company LLC.
Commencement Date	The date established pursuant to the Agreement.
Commitment Shipper(s)	The Party or Parties who enter(s) into an Agreement with Carrier for the transportation of Product under the terms and conditions of this tariff.
Consignee	The Party to whom a Shipper has ordered the delivery of Product.
Deficiency Charge	Charges assessed against Commitment Shipper resulting from the Commitment Shipper not satisfying the applicable Minimum Monthly Guaranteed Volume as set forth in Item No. 10 of this tariff pursuant to the terms and conditions of the Agreement.
Deficiency Rate	Refers to the amount equal to [H] 0.0779¢ per Pound.
Deficient or Deficiency Volume	Refers to the Volume difference in Pounds between the applicable Minimum Monthly Guaranteed Volume for a Month and the Volume of Product actually shipped by Commitment Shipper(s) and Non Commitment Shipper(s) during such Month, provided such actual Volume is less than the Minimum Monthly Guaranteed Volume.
Delivery Month	Refers to a specific Month in an Agreement Period.
Ethylene	Refers to fungible Ethylene meeting the level of purity defined in Enterprise TE Fungible Specifications.
Excess Product Volume(s)	Refers to the total Volume of Product that Carrier transports for Commitment Shipper from an origin to a destination during a Month that is in excess of that Month's Minimum Monthly Guaranteed Volume.
Incentive Rate	Represents the rate in Item No. 60.

GENERAL RULES & REGULATIONS (Continued)

Minimum Monthly Guaranteed Volume	Represents four hundred million (400,000,000) Pounds of Product that Commitment Shipper, subject to the terms of the Agreement, agrees to ship each Month through Carrier's pipeline and associated facilities under this tariff or any of Carrier's other tariffs and rate sheets.
Month	Represents the period beginning at 12:00 a.m. (midnight) local Houston, Texas time on the first day of a calendar month and ending 12:00 a.m. (midnight) local Houston, Texas time on the last day of the same calendar month.
Non-Commitment Shipper(s)	The Party or Parties who transport Product under this tariff who have not entered into an Agreement.
Party or Parties	Shall mean Carrier, Shipper or Consignee, as applicable.
Pounds	Refers to a unit of mass equal to 16 avoirdupois ounces or 0.45359237 kilogram.
Product(s)	Refers to fungible ethylene meeting the level of purity defined in Enterprise TE Fungible Specifications or a type of ethylene meeting a lower level of purity that has been accepted for Shipment by the Carrier.
Shipment(s)	Represents the transportation of Product under the terms and conditions of this tariff.
Shipper(s)	Includes Non-Commitment Shipper(s) and Commitment Shipper(s).
Enterprise TE Fungible Specifications	Shall have the meaning as set forth in Item No. 45.
Transportation Charge(s)	Refers to collectively and individually the volume incentive and non-incentive rates.
Volume	Represents the aggregate quantity of Product transported or caused to be transported for a Shipper pursuant to the terms of this tariff.

GENERAL RULES & REGULATIONS (Continued)

ITEM NO. 10 ————— *Application of Volume Incentive Program*

~~Rates set forth in Item No. 60 of this tariff and successive issues thereof will apply to Shipments of any Commitment Shipper who enters into an Agreement, provided that, during the Term of the Agreement such Commitment Shipper shall comply with the following: (a) Commitment Shipper shall ship or cause to be shipped during each Month over the pipeline from the origin to the destination the Minimum Monthly Guaranteed Volume of Product. If the Volume of Product shipped by Commitment Shipper during a Month is less than the applicable Minimum Monthly Guaranteed Volume, Commitment Shipper shall pay to Carrier, within thirty (30) days after the end of the Month, a Deficiency Charge amount equal to the Deficient Volume times the Deficiency Rate. (b) If Commitment Shipper has a Deficiency Volume obligation for a Delivery Month, all Excess Product Volumes shall be subtracted from the Deficiency Volume for such Delivery Month prior to calculating the Deficiency Charge for that Delivery Month. (c) If Commitment Shipper does not have a Deficiency Volume for a Delivery Month or there is more Excess Product Volume than Commitment Shippers' Deficiency Volume for such Month, then any unused Excess Product Volume for such Month shall be subtracted from any Deficiency Volume that may occur in any future Month. And (d) Any Deficiency Charges paid by Commitment Shippers shall not be subject to any form of reimbursement; provided that all or any portion of any Deficiency Charges that are a result of an accounting error or other mistake shall be subject to reimbursement.~~

ITEM NO. 12 ————— *Claims, Time for Filing*

~~As a condition precedent to recovery, claims must be made in writing to Carrier within nine (9) months after receipt of delivery of the Shipment, or in case of a failure to make delivery, then within nine (9) months after a reasonable time for delivery has elapsed. Suit against Carrier must be instituted by Shipper or its consignee 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 for loss or damage 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 therefor.~~

ITEM NO. 15 ————— *Connection Agreements*

~~Pursuant to applicable law, separate connection agreements in accordance with this tariff and these rules and regulations may be required of the proposed Shipper before any duty of transportation shall arise. The terms of such a connection agreement shall be offered on the same basis as agreements that have been offered to, and entered into with, other similarly situated Shippers on a non-discriminatory basis. Copies of the connection agreement will be provided upon request from the tariff compiler referenced on the title page of this tariff.~~

GENERAL RULES & REGULATIONS (Continued)

ITEM NO. 23

Loss of Product

In the event of any physical loss of or damage to the Product while being transported hereunder by Carrier, other than losses due to measurement inaccuracies, Carrier shall, as soon as practicable upon discovery, notify Shipper of the Product loss or damage, and Carrier shall at its option, either (i) make appropriate reimbursement for the Product lost or damaged based on the most recent published United States current spot price for Product posted in the Chemical Marketing Associates, Inc. Monomers Report, prior to the date of the loss or damage; or (ii) replace such Product in kind. In the event Publication of the Chemical Marketing Associates, Inc. Monomers Report is discontinued, the Parties shall establish a mutually agreeable alternate reimbursement mechanism. Title to any damaged Product for which Carrier has reimbursed Shipper or which is replaced by Carrier shall pass to Carrier.

~~NOTWITHSTANDING ANYTHING IN THIS TARIFF TO THE CONTRARY, THE AFORESAID ADJUSTMENT FOR THE LOSS OF OR DAMAGE TO PRODUCT OR THE REPLACEMENT OF SUCH LOST OR DAMAGED PRODUCT SHALL BE SHIPPER'S AND CONSIGNEE'S SOLE AND EXCLUSIVE REMEDY FOR ANY CLAIM BASED ON THE LOSS OF OR DAMAGE TO PRODUCT WHILE BEING TRANSPORTED BY CARRIER.~~

Losses due to measurement inaccuracies shall be allocated amongst Shippers and Consignees on an equitable basis.

ITEM NO. 25

Measurement and Inspection

~~The Volume of Product received at the origins will be measured by meters and sampled. Shipper, at its sole risk and expense, may have a representative witness all measurement and sampling at the origins or at the destinations. Any additional testing or sampling requested by Shipper shall be done by Carrier, and all costs and expenses associated with such shall be reimbursed to Carrier by Shipper.~~

ITEM NO. 35

Payment of Transportation and Other Charges

~~The Transportation Charges and all other charges accruing on Products accepted for transportation under this tariff shall be based on the applicable rates contained in this tariff.~~

~~Carrier may require that all payments to Carrier for services pertaining to the transportation of Products be wire transferred in accordance with the instructions on the Carrier's invoice to Shipper.~~

~~In the event Carrier determines that the financial condition of a Shipper or Shipper's guarantor (if any) is or has become impaired or unsatisfactory or Carrier determines it is necessary to obtain security from a Shipper, Carrier, upon notice to Shipper, will require any of the following prior to Carrier's delivery of Shipper's Products in Carrier's possession or prior to Carrier's acceptance of Shipper's Products: (1) prepayment of all charges by wire transfer and shall be held by the Carrier without interest accruing thereon until credited to the Shipper, (2) a letter of credit at Shipper's expense in favor of Carrier in an amount sufficient to ensure payment of all such charges and, in a form, and from an institution acceptable to Carrier, or (3) a guaranty in an amount sufficient to ensure payment of all such charges, and in a form, and from a third party acceptable to Carrier. In the event Shipper fails to comply with any such requirement on or before the date supplied in Carrier's notice to Shipper, Carrier shall not be obligated to provide Shipper access to Carrier's facilities or provide services pursuant to this tariff until such requirement is fully met.~~

GENERAL RULES & REGULATIONS (Continued)

ITEM NO. 35 (Continued) — *Payment of Transportation and Other Charges*

Carrier shall have a lien on all Products in its possession belonging to Shipper to secure the payment of charges due by said Shipper and may withhold such Products from delivery until all of such unpaid charges shall have been paid. If such charges shall remain unpaid for ten (10) days after notice of readiness to deliver, or if Shipper has less than twelve thousand, eight hundred and fifty (12,850) Pounds of Products in Carrier's pipeline system which Shipper fails to remove after ten (10) days' notice from Carrier, Carrier shall have the right to sell said Products at public or private sale. Carrier may be a bidder and purchaser at such sale. From the proceeds of such sale, Carrier may pay itself all charges lawfully accruing and all expenses of such sale, and the balance remaining, if any, shall be held for whomsoever may be lawfully entitled thereto.

ITEM NO. 40 — *Place of Receipt and Delivery*

Shipments will be accepted for transportation hereunder only when Shipper or its Consignees has provided facilities satisfactory to Carrier at origins capable of delivering Products without delay.

Shipments will be accepted for transportation hereunder only when Shipper or its Consignees has provided facilities satisfactory to Carrier at destinations capable of receiving such Shipments without delay.

ITEM NO. 43 — *Product Indemnification*

Shipper(s) and Consignee(s) have the right to reject any Product tendered by Enterprise TE for delivery to Shipper or Consignee that Shipper or Consignee believes fails to meet the Product Specifications.

~~SHIPPER(S) SHALL THEREFORE INDEMNIFY, DEFEND AND HOLD HARMLESS ENTERPRISE TE FROM AND AGAINST ANY AND ALL CLAIMS AND LOSSES, LIABILITIES AND DAMAGES TO SHIPPER(S) AND CONSIGNEE(S), ENTERPRISE TE OR ANY THIRD PARTY RESULTING FROM OR RELATED TO THE FOLLOWING: i) THE FAILURE OF ANY PRODUCT DELIVERED TO ENTERPRISE TE BY SHIPPER TO MEET ENTERPRISE TE FUNGIBLE SPECIFICATIONS; ii) THE PURITY OF ANY PRODUCT DELIVERED TO ENTERPRISE TE BY SHIPPER; iii) THE FAILURE OF ANY PRODUCT DELIVERED BY ENTERPRISE TE AND ACCEPTED BY SHIPPER AND/OR CONSIGNEE TO MEET ENTERPRISE TE FUNGIBLE SPECIFICATIONS; AND/OR iv) THE PURITY OF PRODUCT DELIVERED BY ENTERPRISE TE AND ACCEPTED BY SHIPPER AND/OR CONSIGNEE. FURTHER, SHIPPER(S) HEREBY WAIVES ANY AND ALL CLAIMS AND CAUSES OF ACTION FOR, AND RELEASE AND FOREVER DISCHARGES, ENTERPRISE TE FROM ANY AND ALL CLAIMS OR CAUSES OF ACTION FOR DAMAGES SUSTAINED OR ALLEGED TO HAVE BEEN SUSTAINED BY SHIPPER OR CONSIGNEE AS A RESULT OF THE FOLLOWING: i) THE FAILURE OF ANY PRODUCT DELIVERED TO ENTERPRISE TE BY SHIPPER TO MEET ENTERPRISE TE FUNGIBLE SPECIFICATIONS; ii) THE PURITY OF ANY PRODUCT DELIVERED TO ENTERPRISE TE BY SHIPPER; iii) THE FAILURE OF ANY PRODUCT DELIVERED BY ENTERPRISE TE AND ACCEPTED BY SHIPPER AND/OR CONSIGNEE TO MEET ENTERPRISE TE FUNGIBLE SPECIFICATIONS; AND/OR iv) THE PURITY OF PRODUCT DELIVERED BY ENTERPRISE TE AND ACCEPTED BY SHIPPER AND/OR CONSIGNEE. IN NO EVENT SHALL A PARTY BE LIABLE TO ANY OTHER PARTY FOR COMPENSATORY, SPECIAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL DAMAGES REGARDLESS OF HOW ANY CLAIM, LOSS OR DAMAGE OCCURS, INCLUDING LOSS OR DAMAGE DUE TO IMPURE PRODUCT, OR TO THAT PARTY'S SOLE, JOINT, OR COMPARATIVE NEGLIGENCE OR STRICT LIABILITY.~~

ITEM NO. 44 — *Product Involved In Litigation or Encumbered*

Carrier shall have the right to reject any Products, when offered for transportation, that may be involved in litigation, or the title of which may be in dispute, or which may be encumbered by lien or charge of any kind, and Carrier may require of Shipper satisfactory evidence of perfect and unencumbered title or satisfactory indemnity bond to protect Carrier against any and all losses.

GENERAL RULES & REGULATIONS (Continued)

ITEM NO. 45

Product Quality

~~Product tendered by Shipper pursuant to this tariff shall be out of common stock in Carrier's pipeline system and shall meet Carrier's published product specifications as set forth in Carrier's publication, "Enterprise TE Fungible Specifications", which shall be modified or substituted from time to time and at any time to reflect Carrier's current published specifications for Product. Receipt of notice by Shipper from Carrier of any modification or changes in Carrier's published Product specifications shall constitute an amendment to Enterprise TE Fungible Specifications and deemed a part hereof for all purposes. Enterprise TE may, from time to time accept Product that fails to meet levels of purity stated in the Enterprise TE Fungible Specifications. Product not meeting the levels of purity stated in the Enterprise TE Fungible Specification and that has been accepted for Shipment by the Carrier will be shipped on a segregated basis. Unless otherwise previously agreed to, in writing, by the Shipper and Carrier, Shipper shall be solely responsible for and accept, without cost to Carrier, all interface material generated by transportation of Product that does not meet Enterprise TE Fungible Specifications and that has been accepted by Carrier for Shipment through the pipeline facilities.~~

~~A current copy of Enterprise TE's Fungible Specifications is available upon request from the tariff compiler referenced on the title page of this tariff.~~

ITEM NO. 48

Proration of Pipeline Capacity

~~When quantities of Product greater than can be transported are offered to Carrier for Shipment through Carrier's facilities, Carrier shall allocate available transportation on an equitable basis to all Shippers pursuant to Carrier's Proration Policy, entitled "Enterprise TE Petrochemical Proration Policy".~~

~~A current copy of Enterprise TE Petrochemical Proration Policy is available upon request from the tariff compiler referenced on the title page of this tariff.~~

ITEM NO. 49

Separate Pipeline Agreements

~~Separate agreements, if applicable, in association with pipeline connections or other facilities ancillary to the Carrier's pipeline system and in accordance with this tariff shall be required of any Shipper or consignee before any obligation to provide transportation shall arise.~~

ITEM NO. 50

Tax Registration

~~Shipper shall be required to provide Carrier, if applicable, with proof of registration with or tax exemption from, the appropriate federal and/or state tax authorities, which are in any way related to the collection and payment of excise taxes, sales taxes, BTU taxes, value added taxes, fees, levies or any similar or dissimilar assessments or charges for the receipt, handling, use, storage or transportation of Product.~~

ITEM NO. 55

Title of Product

~~Shipper shall retain title to its Product while the same is in Carrier's custody. Carrier shall be deemed to be in control and possession of the Product from the time the Product is delivered to Carrier until the Product is delivered to Shipper or Consignee at the flange designated for change of custody for such deliveries. Carrier shall have, and Shipper grants to Carrier, a security interest in the Product to secure payment of all charges under this tariff.~~

RATES

ITEM NO. 60	Origin	
Destination	Mont Belvieu (Chambers Co., TX)	Port Arthur (Jefferson Co., TX)
	<i>Volume Incentive Rate In Cents-per-Pound</i>	
Fannett (Jefferson Co., TX)	[C]	[C]
Mont Belvieu (Chambers Co., TX)	[C]	[C]
Port Arthur (Jefferson Co., TX)	[C]	[C]
Port Neches (Jefferson Co., TX)	[C]	[C]
Huntsman (Jefferson Co., TX)	-	[C]

RATES

ITEM NO. 70	Origin	
Destination	Mont Belvieu (Chambers Co., TX)	Port Arthur (Jefferson Co., TX)
	<i>Non-Incentive Rate In Cents-per-Pound</i>	
Fannett (Jefferson Co., TX)	[C]	[C]
Mont Belvieu (Chambers Co., TX)	[C]	[C]
Port Arthur (Jefferson Co., TX)	[C]	[C]
Port Neches (Jefferson Co., TX)	[C]	[C]
Huntsman (Jefferson Co., TX)	-	[C]

Explanation of Abbreviations

BTU	British Thermal Unit
Co.	County
No.	Number
Enterprise TE	Enterprise TE Products Pipeline Company LLC
¢	Cents

Explanation of Reference Marks

[C]	Cancel.
[N]	New.