

Filed on:

3:44 pm, Jul 19, 2022

Gas Services Department
Railroad Commission of Texas

Texas No. 46.0

SouthTex 66 Pipeline Company, Ltd. Local Tariff

Applying On

Petroleum Products

From	To	Rate in Cents per Barrel of 42 United States Gallons
Mont Belvieu, Chamber County, Texas	Sweeny, Brazoria County, Texas	87.75
[N] <u>Sweeny, Brazoria County, Texas</u>	[N] <u>Mont Belvieu, Chamber County, Texas</u>	[N] <u>87.75</u>

The rate named in this tariff is for the intrastate transportation of Petroleum Products by pipeline to the points named herein and subject to the rules and regulations as named herein.

[N] This is a new intrastate tariff filing that adopted the rates from the existing SouthTex 66 Pipeline Company, Ltd. FERC Tariff No 12.14.0. All shippers on the system agreed to the rates in this tariff.

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

[N] New

P5 No. 663865 [Operated by Phillips 66 Pipeline LLC on behalf of SouthTex 66 Pipeline Company, LTD] T4 Permit No. 00478

Issued July 19, 2022

Effective September 1, 2022

Issued by
Ben Robles
SouthTex 66 Pipeline Company
10001 Six Pines Drive
The Woodlands, TX 77380

Compiled by
Alan Fairwell, Director, Tariffs
SouthTex 66 Pipeline Company
P. O. Box 421959
Houston, TX 77242-1959
PH: 832-765-1608
Fax 918-977-8537

Carrier will receive Petroleum Products for transportation from the named origins to the named destinations under the following conditions:

ITEM NO.	SUBJECT	RULES AND REGULATIONS
5	“Carrier” “Petroleum Products” and “Barrel” Defined	“ Carrier ”, as used in these rules and regulations, means and refers to SouthTex 66 Pipeline Company, Ltd. “ Petroleum Products ” shall mean and be limited to ethane-propane mixtures. “ Barrel ”, as used in these rules and regulations means forty-two (42) United States Gallons.
10	Specifications Required	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	Petroleum Products of the required specifications shall be tendered for transportation in quantities of not less than 25,000 Barrels of the same quality and specification from one consignor, consigned to one consignee.
20	Identity Of Shipment	Petroleum Products will be accepted for transportation only on the condition that same shall be subject to such changes in gravity, color, quality or characteristics while in transit as may result from normal pipe line operations. Carrier will use due diligence to transport such Petroleum Products to destination with a minimum of contamination.
25	Origin and Destination Facilities	Petroleum Products will be accepted for transportation only when the Shipper and the consignee have provided equipment and facilities, including storage facilities if necessary, satisfactory to Carrier for delivering such tenders to Carrier at origin at a pumping rate equal to the current rate of pumping and for receiving same without delay upon arrival at destination. Satisfactory evidence may be required by Carrier showing that necessary facilities are available for delivering shipments at origin and receiving shipments at origin and receiving shipments before any obligation to furnish transportation shall arise.
30	Acceptance Free From Liens and Charges	Carrier shall have the right to reject any Petroleum Products when tendered for transportation, which 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 it may require of the Shipper satisfactory evidence of his clear and unencumbered title or satisfactory indemnity bond to protect the Carrier.
35	Measuring Testing and Deduction	All Petroleum Products tendered Carrier for transportation shall be tested, gauged or metered by a representative of Carrier prior to or at time of receipt from the Shipper, but the shipper shall at all times have the privilege of being present or represented during testing, gauging or metering. Petroleum Products will be received and delivered on the basis of volume corrections for temperature from observed temperatures to sixty degrees (60°) Fahrenheit and equilibrium vapor pressure. The net quantities so determined for acceptance will be the net quantities deliverable.
40	Transportation Charges	Transportation charges will be assessed and collected by the Carrier at the rates named herein on the basis of the quantity actually delivered at destination after deductions and corrections as provided for herein. The payment of transportation and all other lawful charges accruing on Petroleum Products accepted for transportation shall on demand be paid before the release of said Petroleum Products from the custody of Carrier. If required, charges shall be prepaid at point of origin. Carrier shall have a lien on all Petroleum Products in its possession belonging to the Shipper or consignee and may withhold such Petroleum Products from delivery until all such unpaid charges have been paid.

GENERAL RULES AND REGULATIONS (Concluded)

ITEM NO.	SUBJECT	RULES AND REGULATIONS
45	Liability of Carrier	<p>While in the possession of Shipper's Petroleum Products, Carrier shall not be liable for any losses or damage or delay caused by an act of God, public enemy, quarantine, authority of law, strikes, riots, fire, floods or act of default of Shipper or consignee or for any other cause not due to the negligence of Carrier, whether similar or dissimilar to the causes herein enumerated, in such cases, except when products involved in such loss are part of a Common Shipment, the owner of the products shall stand the loss. In case the product involved is part of a Common Shipment, the owner shall stand the loss in the same proportion as the amount accepted for transportation and accrual in Carrier's custody bears to the whole of the Common Shipment of all other Shippers participating in the Common Shipment from which the loss occurs, and the owner shall be entitled to receive only such portion of his Common Shipment as is left after deducting the due proportion of the loss as above.</p>
50	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.</p> <p>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 the Carrier will not be liable.</p>
55	Pipeage Contract Required	<p>Separate pipeage 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.</p>
60	Proration Policy	<p>Nomination of shipments must be received in writing forty-five days prior to the first day of the month during which transportation of the nominated volume is to begin.</p> <p>SouthTex 66 Pipeline Company, Ltd. will notify Shippers within thirty working days if the nominated volumes exceed system capacity, indicating a proration is possible.</p> <p>When the total nominated volumes for any month exceed the capacity, the total nominated volume shall be divided into capacity to determine the "proration rates".</p> <p>Each Shipper's allocation shall be determined by multiplying its nomination by the applicable proration ratio.</p> <p>SouthTex 66 Pipeline Company, Ltd. shall notify Shippers of such proration and the amount of space that will be allocated to each no later than the first working day of the shipping month.</p> <p>If a Shipper fails to use the prorated space, Shipper's allocated volume for each subsequent prorated scheduling period shall be reduced by up to the amount of unused space, except in the event such failure is in the sole opinion of SouthTex 66 Pipeline Company, Ltd. due to causes beyond the reasonable control of the Shipper in which event, Shipper shall not be penalized in its allocated volume for subsequent prorated scheduling periods.</p> <p>If Shipper's failure to use its allocated space is not beyond Shipper's control, then its space shall not only be reduced for succeeding months of prorationing, but if at the end of any prorationing period, Shipper has a space deficit, such space deficit shall carry over to subsequent prorationing periods and shall not terminate when any particular prorationing period terminates.</p>