

Texas R.R.C. No. 130.11.0
Amends Texas R.R.C. No. 130.10.0
and Cancels Texas R.R.C. No. 130.9.0

[N] Cancellation Notice
PLAINS PIPELINE, L.P.

**[C] CONTAINING RATES
FOR THE INTRASTATE TRANSPORTATION OF
CRUDE PETROLEUM**

Governed, except as otherwise provided, by Rules
and Regulations contained herein.

[N] Effective August 1, 2015, this tariff is cancelled in its entirety. No further rates or routing will be provided.

EFFECTIVE: August 1, 2015

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EXPLANATION OF REFERENCE MARKS:

[N] New
[C] Cancel
[W] Change in wording only

**RECEIVED
RRC OF TEXAS
AUG 03 2015
SAFETY DIVISION
AUSTIN, TEXAS**

**[C] LIST OF POINTS FROM AND TO WHICH RATES APPLY
RATES IN CENTS PER BARREL OF 42 UNITED STATES GALLONS**

FROM POINTS IN TEXAS	TO POINTS IN TEXAS	RATE
Foster, Ector County	Midland, Midland County	—

Where gathering is performed by Carrier at point of origin the following charge per barrel of 42 U. S. gallons will be made in addition to the transportation rate named herein.

WEST TEXAS LOCATION	GATHERING CHARGE
Foster Field, Ector County	[C] 175.10

~~PUMPING CHARGE: Where pumping service is performed by Carrier a charge of **[C]** 14.24 cents per barrel of 42 U.S. gallons will be made on all crude petroleum pumped directly into another carrier's system except as stated below.~~

~~INTRASYSTEM TRANSFER CHARGE: Carrier will allow a Shipper Transfer from one Shipper to another, and Title Transfers from one ownership to another for crude petroleum in custody of Carrier. A charge of two hundred dollars **[C]** (\$200.00) will be made to the receiving party directing such transfers. A transfer request, if recognized, shall be confirmed in writing, by fax, by both the transferor and the transferee, within forty-eight (48) hours after the transfer request. Such transfer request shall indicate the party to which the transfer is to be made, the amount of crude petroleum to be transferred and its location and grade. Carrier shall not be obligated to recognize any intrasystem transfer and shall incur no liability with respect thereto for any losses or damages accruing to any party involved in any intrasystem transfer.~~

~~HAND-RUN GAUGING CHARGE: Where gauging service only is provided by Carrier, a charge of **[C]** 34.87 cents per barrel of 42 U.S. gallons will be made on all crude petroleum.~~

[C] RULES AND REGULATIONS OF THE TEXAS RAILROAD COMMISSION

- ~~1. All Marketable Oil To Be Received For Transportation. By the term "marketable oil" is meant any crude petroleum adapted for refining or fuel purposes, properly settled and containing not more than one percent (1%) of basis sediment, water, or other impurities above a point four inches below the pipe line connection with the tank. Pipe lines shall receive for transportation all such "marketable oil" tendered, but no pipe line shall be required to receive for shipment from any one person an amount exceeding 3,000 barrels of petroleum in any one day, and, if the oil tendered for transportation differs materially in character from that usually produced in the field and being transported therefrom by the pipeline, then it shall be transported under such terms as the shipper and the owner of the pipeline may agree or the Commission may require.~~
- ~~2. Basic Sediment How Determined Temperature. In determining the amount of sediment, water or other impurities, a pipeline is authorized to make a test of the oil offered for transportation from an average sample from each such tank, by the use of centrifugal machine, or by the use of any other appliance agreed upon by the pipeline and the shipper. The same method of ascertaining the amount of the sediment, water or other impurities shall be used in the delivery as in the receipt of oil. A pipeline shall not be required to receive for transportation, nor shall consignee be required to accept as a delivery, any oil of a higher temperature than 90 degrees Fahrenheit, except that during the summer oil shall be received at any atmospheric temperature, and may be delivered at like temperature. Consignee shall have the same right to test the oil upon delivery at destination that the pipeline has to test before receiving from the shipper.~~
- ~~3. "Barrel" Defined. For the purposes of these rules, a "barrel" of crude petroleum is declared to be 42 gallons of 231 cubic inches per gallon at 60 degrees Fahrenheit.~~
- ~~4. Oil Involved In Litigation, Etc. Indemnity Against Loss. When any oil offered for transportation is involved in litigation, or the ownership is in dispute, or when the oil appears to be encumbered by lien or charge of any kind, the pipeline may require of shippers an indemnity bond to protect it against all loss.~~
- ~~5. Storage. Each pipeline shall provide sufficient storage, such as is incident and necessary to the transportation of oil, including storage at destination or so near thereto as to be available for prompt delivery to destination point.~~
- ~~6. Identity of Oil, Maintenance of. A pipeline may deliver to consignee, either the identical oil received for transportation, subject to such consequences of mixing with other oil as are incident to the usual pipeline transportation, or it may make delivery from its common stock at destination; provided, if this last be done, the delivery shall be of substantially like kind and market value.~~
- ~~7. Minimum Quantity To Be Received. A pipeline shall not be required to receive less than one tank carload of oil when oil is offered for loading into tank cars at destination of the pipeline. When oil is offered for transportation for other than tank car delivery, a pipe line shall not be required to receive less than 500 barrels.~~
- ~~8. Gathering Charges. Tariffs to be filed by a pipeline shall specify separately the charges for gathering of the oil, for transportation, and for delivery.~~
- ~~9. Gauging Testing and Deductions. All crude oil tendered to a pipeline for transportation shall be gauged and tested by a representative of the pipeline or determined by a lease automatic custody transfer (ACT) unit prior to its receipt by the pipeline. The shipper may be present or represented at the gauging and testing. Quantities shall be computed from correctly compiled tank tables showing 100% of the full capacity of the tanks, and adjustments shall be made for temperature from the nearest whole number degree to the basis of 60 degrees Fahrenheit and to the nearest 5/10 API degree gravity in accordance with the volume correction Tables 5A and 6A contained in API Standard 2540, American Society for Testing Materials 01250, Institute of Petroleum 200, first edition, August 1980. A pipeline may deduct the basic sediment, water, and other impurities as shown by the~~

~~centrifugal or other test agreed upon; and one-tenth of one percent (1/10 of 1 %) for evaporation and loss during transportation. The net balance shall be the quantity deliverable by the pipeline. In allowing the deductions, it is not the intention of the Commission to affect any tax or royalty obligations imposed by the laws of Texas on any producer or shipper of crude oil. The gauging and testing of oil by the pipeline representative is directed toward and intended to require tank measurement of produced crude prior to the transfer of custody to the initial transporter from a producing property. A transfer of custody of crude between transporters is subject to measurement, as agreed upon by the transporters.~~

- ~~10. Delivery. Each pipeline shall transport oil with reasonable diligence, considering the quality of the oil, the distance of transportation, and other material elements, but at any time after receipt of a consignment of oil, upon twenty-four hours notice to the consignee, may offer oil for delivery from its common stock at the point of destination, conformable to Section 6 of this rule.~~
- ~~11. Unpaid Charges Lien for and Sale to Cover. Shipper or Consignee shall pay the transportation, gathering, demurrage and all other charges applicable to the shipment according to the terms of the pipeline invoice and these rules and regulations. A pipeline shall have a lien on all oil to cover charges for transportation, gathering, and all other applicable charges including demurrage, and it may withhold delivery of oil until the charges are paid. If the charges shall remain unpaid for more than five days after notice of readiness to deliver, the pipeline may sell the oil at public auction at the general office of the pipeline on any day not a legal holiday. The date for the sale shall not be less than forty-eight hours after publication of notice in a daily newspaper of general circulation published in the city where the general office of the pipeline is located. The notice shall give the time and place of the sale, and the quantity of the oil to be sold. From the proceeds of the sale, the pipeline may deduct all charges lawfully accruing, including demurrage, and all expenses of the sale. The net balance shall be made to the person lawfully entitled thereto. Should a Shipper's financial responsibility become impaired or unsatisfactory in the opinion of Carrier, advance cash payment or satisfactory security shall be given upon demand.~~
- ~~12. Notice of Claims. Notice of claims for loss, damage or delay in connection with the shipment of oil must be made in writing to the pipeline within 91 days after the damage, loss, or delay occurred. If the claim is for failure to make delivery, the claim must be made within 91 days after reasonable time for delivery has elapsed.~~
- ~~13. Telephone Telegraph Line - Shipper to Use. If a pipeline maintains a private telegraph or telephone line, a shipper may use it without extra charge, for messages incident to shipments. However, a pipeline shall not be held liable for failure to deliver any messages away from its office for delay in transmission or for interruption of service.~~
- ~~14. Contracts of Transportation. The pipeline shall give the shipper a run ticket, and shall give the shipper a statement, either of which typically shows the amount of oil received for transportation, the points of origin and destination, corrections made for temperature, deductions made for impurities, and the rate for such transportation.~~
- ~~15. Shipper's Tanks, etc. - Inspection. When a shipment of oil has been offered for transportation, the pipeline shall have the right to go upon the premises where the oil is produced or stored, and have access to any and all tanks or storage receptacles for the purpose of making any examination, inspection, or test authorized by this rule.~~
- ~~16. Offers in Excess of Facilities. When there shall be tendered to Carrier for transportation more crude petroleum than can be currently transported on a line segment, the transportation furnished by Carrier shall be equitably apportioned among all Shippers on that line segment in such a manner as to avoid discrimination among Shippers; provided, however, that in making such apportionment, no tender shall be considered beyond the amount in which Shipper has ready for shipment within that calendar month.~~

- ~~17. Interchange of Tonnage. Pipelines shall provide the necessary connections and facilities for the exchange of tonnage at every locality reached by two or more pipelines, when the Commission finds that a necessity exists for connection, and under such regulations as said Commission may determine in each case.~~
- ~~18. Receipt and Delivery Necessary Facilities for. Each pipeline shall install and maintain facilities for the receipt and delivery of marketable crude petroleum of shippers at any point on its line if the Commission finds that a necessity exists therefore, and under regulations by the Commission.~~
- ~~19. Fires, Lightning and Leakage Reports of Loss From. (a) Each pipeline shall immediately notify the Commission, by telegraph, telephone, or letter, of each fire that occurs at any oil tank owned or controlled by the pipeline, or of any tank struck by lightning. Each pipeline shall in a like manner report each break or leak in any of its tanks or pipelines from which more than five barrels escapes. (b) No risk of fire, storm, flood or act of God, and no risk resulting from riots, insurrection, rebellion, war, or act of the public enemy, or from quarantine or authority of law or any order, requisition or necessity of the government of the United States in time of war, shall be borne by a pipeline, nor shall any liability accrue to it from any damage thereby occasioned. If loss of any crude oil from any such causes occurs after the oil has been received for transportation, and before it has been delivered to the consignee, the shipper shall bear a loss in such proportion as the amount of his shipment is to all of the oil held in transportation by the pipeline at the time of such loss, and the shipper shall be entitled to have delivered only such portion of his shipment as may remain after a deduction of his due proportion of such loss, but in such event the shipper shall be required to pay charges only on the quantity of oil delivered. This rule shall not apply if the loss occurs because of negligence of the pipeline.~~
- ~~20. Printing and Posting. Each pipeline shall have Sections 1 through 19 of this rule printed on its tariff sheets, and shall post the printed sections in a prominent place in its various offices for the inspection of the shipping public. Each pipeline shall post and publish only such rules and regulations as may be adopted by the Commission as general rules as may be adopted for any particular field.~~

OTHER RULES AND REGULATIONS

- ~~21. Pipage or Other Contracts Required. Separate pipage and other contracts in accord with this tariff and these regulations covering further details may be required by the company before any duty for transportation shall arise.~~
- ~~22. Application of Rates From Intermediate Point. For crude petroleum accepted for transportation from any point on this company's pipelines not named in this tariff which is intermediate to a point from which rates are published herein, through such unnamed point, this Company, will apply from such unnamed point the rate published herein from the next more distant point specified in the tariff.~~
- ~~23. Linefill or Prepayment Requirement. Any shipper intending to tender crude petroleum to Carrier on a regular basis, or any shipper who has so tendered to Carrier for three consecutive months, will be required to furnish to Carrier his pro rata share of the linefill required on that part of Carrier's system over which he ships. Carrier will allocate its linefill requirements among its regular shippers at intervals of six months or less, and advise each regular shipper of any increase or decrease in his required linefill. Carrier shall not be liable for any misallocation of linefill among shippers. Any shipper not intending to tender crude petroleum to Carrier on a regular basis and any shipper who does not or has not furnished linefill to Carrier may be required to prepay transportation charges or furnish guaranty of payment satisfactory to the Carrier.~~
- ~~24. Use of Inhibitors. Carrier may inject corrosion inhibitor and/or drag reducing agents in the crude petroleum to be transported and shipper will accept delivery of shipments at destination containing portions of the corrosion inhibitors and/or drag reducing agents.~~

- ~~25. Nominations. Any Shipper desiring to tender Crude Petroleum for transportation shall make a Nomination to the Carrier in writing before 12:00 noon Central Standard Time/Central Daylight Saving Time, whichever is applicable, on the twenty-fifth (25th) of the month preceding the movement. When the twenty-fifth (25th) of the month falls on a weekend, nominations will be required prior to 12:00 noon Central Standard Time/Central Daylight Saving Time, whichever is applicable, on the preceding workday. When the twenty-fifth (25th) of the month falls on a holiday, nominations will be required prior to 12:00 NOON Central Standard Time/Central Daylight Saving Time, whichever is applicable, two (2) workdays prior to the holiday.~~
- ~~26. Specifications as to Quality Received. If, upon investigation, Carrier determines that a Shipper has delivered to Carrier's facilities Crude Petroleum that has been contaminated by the existence of and/or excess amounts of impure substances, including but not limited to, chlorinated and/or oxygenated hydrocarbons, arsenic, lead and/or other metals, such Shipper will be excluded from further entry into applicable segments of the System until such time as quality specifications are met to the satisfaction of Carrier. Further, Carrier reserves the right to dispose of any contaminated Crude Petroleum blocking its System. Disposal thereof, if necessary, may be made in any reasonable commercial manner, and any liability associated with the contamination or disposal of any Crude Petroleum shall be borne by the Shipper introducing the contaminated Crude Petroleum into Carrier's System.~~