

R.R.C. of T. No. 19.6
Cancels R.R.C of T. No 19.5

WESTTEX 66 PIPELINE COMPANY

Local Tariff

APPLYING ON

PETROLEUM PRODUCTS

RECEIVED
RRC OF TEXAS

JUN 02 2016

PIPELINE SAFETY DIVISION
AUSTIN, TEXAS

FROM	TO	RATE IN CENTS PER BARREL OF 42 U. S. GALLONS
Philrock Station, Hutchinson County, Texas	Skellytown Station, Carson County, Texas	[D] 26.04

The rate published in this tariff is for the intrastate transportation of Petroleum Products by pipe line within the State of Texas and is subject to the rules and regulations as shown here.

This tariff is filed in compliance with the requirements in 18 CFR 342.3 (Indexing)

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

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GENERAL RULES AND REGULATIONS

Carrier will receive petroleum Products for transportation from the names origin to the named destination under the following conditions:

ITEM NO.	SUBJECT	RULES AND REGULATIONS
5	Definitions	<p>"Barrel", as used in these rules and regulations, means forty-two (42) United States Gallons at sixty degrees (60°) Fahrenheit.</p> <p>"Carrier", as used in these rules and regulations, means and refers to WestTex 66 Pipeline Company.</p> <p>"Petroleum Products", as used in these rules and regulations, shall mean and be limited to ethane-propane mixtures.</p>
10	Specifications Required	<p>Carrier reserves the right to refuse transportation for any products that do not conform to Carrier's product specifications, is not merchantable and/or would otherwise adversely affect Carrier's pipeline or another product. Carrier's product specifications dated Nov 5, 2012, titled "Borger-Skellytown Pipeline Product Specifications" are available upon request or online at: http://www.phillips66pipeline.com/EN/tariffs/pipeline%20specifications/Pages/index.aspx</p> <p>As a prerequisite to transportation, Shipper's product must also conform to its nominated delivery point specifications. In all circumstances, it is the Shipper's responsibility to ensure that product tendered for transportation meets Carrier's product specification requirements.</p> <p>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. 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. If, upon investigation, Carrier determines that Shipper has delivered to Carrier's facilities product that has contaminated the common fungible stream, rendering all or a portion of the fungible product stream undeliverable, Carrier will treat or otherwise dispose of all contaminated product in any reasonable commercial manner at Shipper's sole expense.</p> <p>For product that does not meet Carrier's product specification requirements, Carrier will charge an additional 100.0 cents per Barrel off-spec penalty.</p>
15	Minimum Tender	<p>Petroleum Products of the required specification shall be tendered for transportation in quantities of not less than 25,000 Barrels of the same quality and specifications from one consignor, consigned to one consignee.</p>
20	Identity of Shipment	<p>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 products to destination with a minimum of contamination and so far as practicable will endeavor to maintain the identity of each shipment.</p>
25	Acceptance Free From Liens and Charges	<p>Petroleum Products will be accepted for transportation only when free from all liens and charges.</p>
30	Delivery At Destination Point	<p>Upon arrival at destination point, the Petroleum Products will be placed in consignee's facilities.</p>

35	Gauging, Testing And Deductions	Volumes of Petroleum Products received will be determined by meter readings at point of origin. Carrier will be accountable for delivery of one hundred percent (100%) of shipment at destination point.
40	Measurement	Observed volumes of purity product at operating pressures and temperatures shall be corrected to net volume at 60° F and equilibrium vapor pressure. Observed volumes of mixed products 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.
45	Payment of Transportation And Other Charges	The transportation and all other lawful charges accruing on Petroleum Products accepted for shipment, based on the rate applicable to the destination point at which delivery is made, shall be paid before release of Petroleum Products from the custody of the Carrier. If required, charges shall be prepaid at point of origin. Petroleum Products accepted for such transportation shall be subject to a lien for all lawful charges.
50	Liability Of Carrier	<p>The Carrier will deliver at the destination point with reasonable diligence, the quantity of Petroleum Products received for transportation. The Carrier shall not be liable for any delay or loss of Petroleum 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 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 shipment 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 the damaged shipment. The Carrier shall prepare and submit a statement to the owners showing the apportionment of the damaged Petroleum Products among the owners involved.</p>
55	Claims Time For Filing	Except where Petroleum Products are 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 Petroleum Products, 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 Petroleum Products, 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 thereon in accordance with the foregoing provisions, such claims will not be paid and the Carrier will not be liable.
60	Services Performed	The rates published in this tariff cover only the transportation of Petroleum Products by pipe line and include no other services.

65	Apportionment When Tenders Exceed Capacity	When there is tendered to Carrier, for transportation, a quantity of Petroleum Products greater than can be currently transported, the transportation furnished by Carrier shall be apportioned among all shippers in proportion to the amounts tendered by each; provided, no tender for transportation shall be considered beyond the amount which the shipper requesting the shipment will have on hand accessible to and ready for shipment by Carrier.
70	Application Of Rates	The rates published in this tariff apply from established receiving stations of the Carrier to the established delivery station of the Carrier at or near points named. From any point not named in this tariff which is intermediate to a point from which rates are published herein through such unnamed point, apply from such unnamed point the rate from the next more distant point.
EXPLANATION OF ABBREVIATION AND REFERENCE MARKS		
ABBREVIATION OR REFERENCE MARK		EXPLANATION
A.S.T.M. A.P.I. ° F I.P. No. [D]		American Society for Testing Materials American Petroleum Institute Degree Fahrenheit The Institute of Petroleum Number Decrease