

# WESTTEX 66 PIPELINE COMPANY

Local Tariff

APPLYING ON

RECEIVED  
R.R.C. OF TEXAS  
MAY 25 2018  
GAS SERVICES DIVISION  
AUSTIN, TEXAS

## PETROLEUM PRODUCTS

FROM	TO	RATE IN CENTS PER BARREL OF 42 U. S. GALLONS
Maxus Plant Moore County, Texas	Phillips Hutchinson County, Texas	[I] 17.69

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

This tariff is filed using procedures established 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 means the liquefied and liquid products resulting from the operation of natural gasoline recovery plants and gas recycling plants.</p> <p>"Shipper", as used in these rules and regulations, means the party who contracts with the Carrier for transportation and withdrawal of Petroleum Products under this tariff.</p> <p>"Tender", as used in these rules and regulations, means an offer by Shipper to Carrier of a stated quantity of Petroleum Products for transportation for an origin to destination listed in Carrier's tariff in accordance with these rules and regulations.</p>
10	Specifications Required	<p>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 points to destination.</p>
15	Apportionment When Current Offerings are in Excess of Facilities	<p>When pursuant to Tenders hereunder, there shall be offered to Carrier more Petroleum Products than can be immediately transported, transportation shall be apportioned among all Shippers in proportion to the rate at which deliveries are currently offered to Carrier under Tenders then in effect.</p>
20	Scheduling	<p>Petroleum Products shall be accepted for transportation at such time and in such quantities as scheduled by the Carrier. Carrier will prepare schedules showing the estimated time that each shipment will be received for transportation at origin points. Carrier will furnish the schedules to a Shipper upon request. Such schedules may be modified from time to time in the manner and to the extent reasonably desirable to facilitate the efficient and economical use and operation of the Carrier's facilities and to reasonably accommodate Shippers' needs for transportation.</p>
25	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 pipeline operations. Carrier will use due diligence to transport such products to destination with a minimum of contamination.</p>
30	Acceptance Free From Liens and Charges	<p>Petroleum Products will be accepted for transportation only when free from all liens and charges.</p>
35	Origin and Destination Charges	<p>Petroleum Products will be accepted for transportation only when the Shipper and consignee have provided equipment and facilities, including storage facilities, 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 destinations before any obligation to furnish transportation shall arise.</p>
40	Measurement and Temperature Corrections	<p>Volumes of Petroleum Products received will be determined by meter reading at point of origin. Volumes of Petroleum Products delivered will be determined by meter reading at destinations. Petroleum Products will be received and delivered on the basis of volume corrections for temperature from the observed temperatures to sixty degrees (60°) Fahrenheit in accordance with Table 24 of ASTM-IP Petroleum Measurement Tables, ASTM designation D 1250.</p>
45	Payment of Transportation And Other Charges	<p>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.</p>

GENERAL RULES AND REGULATIONS (Concluded)

ITEM NO.	SUBJECT	RULES AND REGULATIONS
50	Liability Of Carrier	<p>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, or resulting from any other cause not due to the negligence of Carrier. 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	<p>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.</p>
60	Services Performed	<p>The rates published in this tariff cover only the transportation of Petroleum Products by pipeline and include no other services.</p>
65	Application of Intermediate Rate	<p>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.</p> <p>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.</p>
70	Non Compliance	<p>Carrier reserves the right to reject shipments from any Shipper who fails to comply with any requirements set out in this tariff.</p>

**EXPLANATION OF ABBREVIATION AND REFERENCE MARKS**

ABBREVIATION OR REFERENCE MARK	EXPLANATION
<p>A.S.T.M A.P.I. ° F I.P. No. [I] [W]</p>	<p>American Society for Testing Materials American Petroleum Institute Degree Fahrenheit The Institute of Petroleum Number Increase Change in Wording Only</p>