

Filed on:

Nov 16 2022

Gas Services Department  
Railroad Commission of Texas

Texas Intrastate No. STP Tariff P88 2.0  
(Cancels No. STP Tariff P88 1.0)

## **SOUTHEAST TEXAS PIPELINES LLC**

**LOCAL PIPELINE TARIFF**  
Applying on the Transportation of

### **PROPYLENE**

Transported by Pipeline

**FROM AND TO POINTS NAMED HEREIN**

---

---

All rates published in this Tariff are for the intrastate transportation of Products through the pipelines of Southeast Texas Pipelines LLC ("STP") within the State of Texas, being expressed in cents-per-pound, are subject to change as may be provided by law and are governed by the provisions found under the General Rules & Regulations herein. *This updated tariff replaces the previous tariff No. STP Tariff P88 1.0.*

---

---

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

---

---

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

---

---

*Issued and Compiled by Sung Choi, sung.choi@basf.com; 11750 Katy Freeway, 77079, Houston, TX, United States*

---

---

**EFFECTIVE November 1<sup>st</sup>, 2022**

---

---

## GENERAL RULES & REGULATIONS

*The General Rules and Regulations published herein apply in their entirety to the transportation and handling of Products between the origins and destinations named herein.*

### ITEM NO. 5

### *Definitions*

|                                  |  |
|----------------------------------|--|
| <b>Transportation Agreement</b>  | The transportation agreement executed between a Contracting Shipper and Carrier.   |
| <b>Carrier</b>                   | Southeast Texas Pipelines LLC.   |
| <b>Committed Rate</b>            | The rates per Pound that will apply to Shipments by a Contracting Shipper, as such rates are set forth in Item No. 60.   |
| <b>Contracting Shipper</b>       | A Shipper that has entered into a Transportation Agreement with Carrier that covers the transportation of Product under the terms and conditions of this tariff and such Transportation Agreement.   |
| <b>Consignee</b>                 | Consignee means the person identified by the Shipper with respect to a given shipment at the time of its nomination.   |
| <b>Delivery Month</b>            | The Month during which Product is delivered to Shipper from the System in accordance with this tariff and, if applicable, a Transportation Agreement.  |
| <b>Guaranteed Monthly Volume</b> | The Pounds of Product that a Contracting Shipper agrees to ship each Month through Carrier's System under this tariff and the Transportation Agreement, subject to the terms of the Agreement.   |
| <b>Month</b>                     | Represents the period beginning at 7:00 a.m. local Houston, Texas time on the first day of a calendar month and ending 7:00 a.m. local Houston, Texas time on the first day of the next calendar month.  |
| <b>Non-Contracting Shipper</b>   | The Party or Parties who transport Product under this tariff that do not qualify as a Contracting Shipper.   |
| <b>Party or Parties</b>          | Carrier, Shipper and/or Consignee, as applicable.  |
| <b>Pounds</b>                    | A unit of mass equal to 16 avoirdupois ounces or 0.45359237 kilogram.  |
| <b>Product</b>                   | Fungible Propylene meeting the level of purity defined in STP Specifications, as such specifications are set forth in Item No. 45, or a type of propylene meeting a lower level of purity that has been approved and accepted for Shipment by Carrier. |

## GENERAL RULES & REGULATIONS (Continued)

|                                 |  |
|---------------------------------|--|
| <b>Propylene</b>                | Fungible Propylene meeting the level of purity defined in the STP Specifications.  |
| <b>Shipment(s)</b>              | The transportation of a specified amount of Product under the terms and conditions of this tariff and, if applicable, a Transportation Agreement from a specified origin point to a specified destination point.   |
| <b>Shipper(s)</b>               | Any Non-Contracting Shippers and Contracting Shippers seeking to make Shipments on the System under this tariff.   |
| <b>STP Specifications</b>       | Shall have the meaning as set forth in Item No. 45.  |
| <b>System</b>                   | The intrastate Texas common carrier Propylene pipeline system that extends between Port Arthur, TX and Mont Belvieu, TX.   |
| <b>Transportation Charge(s)</b> | The Committed Rates and Uncommitted Rates, as applicable.  |
| <b>Uncommitted Rate</b>         | The rates per Pound that will apply to Shipments by a Non-Contracting Shipper, as such rates are set forth in Item No. 70.   |
| <b>Force Majeure</b>            | Acts of God; acts of a public enemy; fires; explosions; wars; earthquakes; storms; floods; extreme cold or freezing; extreme heat; washouts; necessity for compliance with any court order, law, regulation or ordinance promulgated by any governmental authority having jurisdiction; civil disturbances; for testing (as required by governmental authority or as deemed necessary by the testing Party for the safe operation thereof); inability of either Party to obtain necessary material, supplies, permits, or labor to perform or comply with any obligation or condition of the tariff or a Transportation Agreement, as applicable; inability to obtain rights-of-way; and any other causes, whether of the kind herein recited or not, which are not reasonably in the control of the Party claiming suspension. It is understood and agreed that the settlement of strikes, lockouts or other industrial disturbances shall be entirely within the discretion of the Party having the difficulty and that the requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes, lockouts or other industrial disturbances by acceding to the demands of an opposing party involved in such strikes, lockout or other industrial disturbances, when such course is inadvisable in the discretion of the Party having the difficulty. |

**ITEM NO. 10*****Application of Rates***

The Committed Rates set forth in Item No. 60 of this tariff and any successive issues thereof will apply to Shipments by any Contracting Shipper who enters into a Transportation Agreement during the term of such Transportation Agreement. Shippers that do not qualify as Contracting Shippers (*i.e.*, Non-Contracting Shippers) shall be subject to the Uncommitted Rates set forth in Item No. 70 for any Shipments on the System under this tariff. If, during a Month, a Contracting Shipper fails to ship an amount of Product equal to its Guaranteed Monthly Volume, such Contracting Shipper shall be required to submit a deficiency payment to Carrier in accordance with the terms of the Contracting Shipper's Transportation Agreement.

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

As a condition precedent to recovery, claims must be made in writing to Carrier within six (6) months after receipt of delivery of the Shipment, or in case of a failure to make delivery, then within six (6) 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***

Subject to applicable law, separate connection agreements in accordance with this tariff may be required before Carrier has any duty of transportation under this tariff. A copy of Carrier's connection policy shall be provided upon request from the tariff compiler referenced on the title page of this tariff.

**ITEM NO. 23*****Loss of Product***

Carrier, while in possession of Shipper's Product, shall not be liable, and Shipper hereby waives any claims against Carrier for, any loss thereof, damage thereto, or delay caused by Force Majeure or by act or default of Shipper, or resulting from any other causes not due to the sole negligence of Carrier, whether similar or dissimilar to the causes herein enumerated. In case of loss of Product from any such causes, after it has been received for transportation at the origin point and before it has been delivered to Shipper at the destination point, Shipper shall stand a loss in such proportion as the amount of its Shipment, already delivered to Carrier, bears to all Product then in the custody of Carrier, for Shipment via the lines in which the loss or damage occurs, and Shipper shall be entitled to have delivered only such portion of its Shipment as may remain after deduction of its due proportion of such loss, but in such event Shipper shall be required to pay charges only upon the quantity delivered.

In the event of any physical loss of or damage to Product while being transported hereunder by Carrier, and such loss was due to the sole negligence of Carrier, 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 IHS Chemical Market Advisory Service North America Light Olefins Report, 30-day weighted average posting, prior to the date of the loss or damage; or (ii) replace such Product in kind. In the event Publication of the IHS Chemical Market Advisory Service North America Light Olefins 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.

Each Shipper shall be responsible for its proportionate share of measurement gains or losses on the System based on the amount of each Shipper's Product on the System compared to the total Product on the System, with such gains or losses to be determined each Month and calculated based on the difference between measured receipts of Product on the System and measured deliveries of Product from the System.

**ITEM NO. 25*****Measurement and Inspection***

Product delivered hereunder shall be measured in accordance with Carrier's then-current measurement policy, a copy of which shall be made available to Shipper upon request. Product received at an origin point will be measured by meters and analyzed by on-line analyzers where available. Shipper, at its sole risk and expense, may have a representative witness all measurement and sampling at the origin point or at the destination point. 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; Financial Assurances*

Except as otherwise provided in a Transportation Agreement, Carrier shall submit invoices to Shippers on or about the 10th day of a Month. Each such invoice shall list for the preceding Month the quantity of Product transported during such Month, the Transportation Charges, any excess product volume and any deficiency charges for such Month, as applicable.

Shipper shall pay Carrier the amount set forth in each invoice within 30 days of the date of such invoice by wire transfer pursuant to instructions furnished by Carrier.

Any amounts not paid when due under this Item No. 35 shall bear interest from the date due until paid, as applicable, at a rate equal to 4% over the prime interest rate first published each Month in *The Wall Street Journal* or if such rate is unlawful, the highest lawful rate permitted. All obligations to make payments under this tariff are absolute and shall not be subject to any right of set-off or counterclaim by reason of any claim against the non-owing Party under this tariff or otherwise and the Parties hereby waive any such right of set-off or counterclaim. Furthermore, a dispute as to whether a particular amount is due shall not excuse non-payment. However, payment of any amount in dispute shall not constitute a waiver of the paying Party's rights or an admission to the paying Party's detriment with respect to such disputed amount.

Thirty days prior to making its first nomination under this tariff, a prospective Non-Contracting Shipper shall provide information to Carrier that will allow Carrier to determine the prospective Non-Contracting Shipper's ability to pay the financial obligations that could arise from transportation of the prospective Non-Contracting Shipper's Product under this tariff. The type of information that Carrier may request includes, but is not limited to, most recent year-end financials, Form 10-K reports, and bank references. If, in the reasonable opinion of Carrier, such prospective Non-Contracting Shipper is not creditworthy, Carrier shall provide notice to the Shipper and shall require such Shipper to (1) submit prepayment of all Transportation Charges by wire transfer, which shall be held by the Carrier without interest accruing thereon until credited to the Non-Contracting Shipper, (2) provide a letter of credit at Non-Contracting Shipper's expense in favor of Carrier in an amount sufficient to ensure payment of all such Transportation 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 Transportation Charges, and in a form, and from a third party acceptable to Carrier. In the event the Non-Contracting Shipper fails to comply with any such requirement on or before the date supplied in Carrier's notice to Non-Contracting Shipper, Carrier shall not be obligated to provide Non-Contracting Shipper access to Carrier's System or provide transportation services pursuant to this tariff until such requirement is fully met.

The above requirements shall also apply to the extent Carrier determines that a Non-Contracting Shipper's creditworthiness has become unsatisfactory.

**ITEM NO. 36*****Nominations; Over-Nomination Penalties***

Product for Shipment through the System will be received only on properly executed nominations from Shipper showing the origin point at which the Product is to be received, the destination point at which the Product is to be delivered, and the amount of Product to be transported. Any Shipper desiring to nominate Product for transportation shall submit a nomination in writing on or before the 25<sup>th</sup> day of the Month preceding the Month during which transportation under the nomination is to begin; except that, if space is available for current movement, Carrier, in its sole discretion, may consider a nomination from Shipper received after the above-noted deadline.

With respect to Non-Contracting Shippers, if a Non-Contracting Shipper fails to tender Product during a Month that is at least equal to 95 percent of the lesser of (1) its nomination or (2) its allocated capacity pursuant to the proration policy referenced in Item No. 48, as a penalty for failing to use its allocated capacity, Shipper shall be invoiced for such Month for an amount equal to 95 percent of the lesser of (1) its nomination or (2) its allocated capacity, multiplied by the then-current Uncommitted Rate.

With respect to Contracting Shippers, if a Contracting Shipper nominates an amount of Product in excess of its Guaranteed Monthly Volume and is allocated capacity on the System in excess of its Guaranteed Monthly Volume, but the Contracting Shipper fails to tender Product that is equal to its allocated capacity, as a penalty for failing to use its allocated capacity, in addition to paying any Transportation Charges or deficiency charges owed, Shipper shall be invoiced an amount equal to the positive difference between Shipper's allocated capacity and its Guaranteed Monthly Volume, multiplied by the then-current Committed Rate.

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

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

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

**ITEM NO. 43*****Indemnification***

AS A CONDITION PRECEDENT TO CARRIER'S ACCEPTANCE OF PRODUCT FROM SHIPPER FOR TRANSPORTATION, SHIPPER SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS CARRIER, ITS MANAGER, AND ITS OFFICERS, AGENTS AND EMPLOYEES (THE "CARRIER INDEMNIFIED PARTIES") FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, LIABILITIES AND DAMAGES, INCLUDING ENVIRONMENTAL LIABILITIES ARISING OUT OF ACTS, OMISSIONS OR EVENTS OCCURRING DURING SHIPPER'S POSSESSION AND CONTROL OF PRODUCT HEREUNDER. INDEMNIFICATION UNDER THIS ITEM NO. 43 SHALL NOT APPLY AS TO ANY CLAIMS, LOSSES, LIABILITIES OR DAMAGES TO THE EXTENT THAT IT ARISES OUT OF THE NEGLIGENCE, OR WILLFUL MISCONDUCT OF CARRIER.

SHIPPER SHALL FURTHER INDEMNIFY, DEFEND AND HOLD HARMLESS THE CARRIER INDEMNIFIED PARTIES FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, LIABILITIES AND DAMAGES RESULTING FROM OR RELATED TO THE FAILURE OF ANY PRODUCT DELIVERED BY SHIPPER OR BY ANY PERSON BY, FOR, OR ON BEHALF OF SHIPPER TO MEET THE STP SPECIFICATIONS. FURTHER, SHIPPER HEREBY WAIVES ANY AND ALL CLAIMS AND CAUSES OF ACTION FOR, AND RELEASES AND FOREVER DISCHARGES STP FROM, ANY AND ALL CLAIMS OR CAUSES OF ACTION FOR DAMAGES SUSTAINED OR ALLEGED TO HAVE BEEN SUSTAINED BY SHIPPER OR ANY THIRD PARTY AS A RESULT OF OFF-SPECIFICATION PRODUCT DELIVERED INTO THE SYSTEM BY SHIPPER OR ANY PERSON BY, FOR, OR ON BEHALF OF SHIPPER.

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

Carrier shall have the right to reject any Product, 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.



**ITEM NO. 45****Product Quality**

Product nominated and tendered by Shipper for Shipment on Carrier's System shall meet the following quality specifications (the "STP Specifications"), as such specifications may be changed by Carrier from time to time:

| <b>Polymer Grade Propylene Specification</b> |                       |                      |
|--|-----------------------|----------------------|
| <b>COMPONENT</b>                             | <b>TEST METHOD</b>    | <b>SPECIFICATION</b> |
| Propylene                                    | ASTM D2163M           | 99.5 wt. % min.      |
| Propane                                      | ASTM D2163M           | 0.5 wt. % max.       |
| Ethane                                       | ASTM D2163M           | 325 wt. ppm max.     |
| Methane                                      | ASTM D2163M           | 115 wt. ppm max.     |
| Ethylene                                     | ASTM D2163M           | 10 wt. ppm max.      |
| Isobutane and N-Butane                       | ASTM D2163M           | 15 wt. ppm max.      |
| Butadienes                                   | ASTM D2163M           | 1 wt. ppm max.       |
| Butylenes                                    | ASTM D2163M           | 1 wt. ppm max.       |
| Acetylene                                    | ASTM D2163M           | 1 wt. ppm max.       |
| Methyl Acetylene                             | ASTM D2163M           | 1 wt. ppm max.       |
| Propadiene                                   | ASTM D2163M           | 1 wt. ppm max.       |
| Hydrogen                                     | ASTM D2504/PDHID      | 1 wt. ppm max.       |
| Oxygen                                       | ASTM D2504/PDHID      | 1 wt. ppm max.       |
| Carbon Monoxide                              | UOP603/D2504          | 0.1 wt. ppm max.     |
| Carbon Dioxide                               | UOP 603/ASTM D2505    | 1 wt. ppm max.       |
| Carbonyl Sulfide                             | GC-MS                 | 0.025 wt. ppm max.   |
| Sulfur                                       | GC-MS                 | 0.5 wt. ppm max.     |
| Arsine                                       | GC-MS                 | 0.05 wt. ppm max.    |
| Phosphine                                    | GC-MS                 | 0.03 wt. ppm max.    |
| Water  | ASTM D5454M (on-line) | 1 wt. ppm max.       |
| Total Oxygenates                             | GC-MS                 | 2 wt. ppm max.       |
| Ammonia                                      | Hach-8038             | 0.2 wt. ppm max.     |

Contaminants - The specification defines only a basic purity for this product. This product is to be free of any contamination that might render the product unusable for its commonly used applications. Specific contaminants include (but are not limited to) dirt, rust, scale, and all other types of solid contaminants, caustics, chlorides, heavy metals, and oxygenates.

STP may have modified and reserves the right to modify without notice the specified test procedures; provided, however, that any test procedure so modified provides sensitivity and reproducibility reasonably equivalent to the current procedure.

STP may certify certain components by on-line analyzer. On-line analyzer methodology shall meet accepted industry practice and be comparable in sensitivity and reproducibility to the procedure referenced in these specifications.

Certain components are not tested continuously. STP's capability to meet specifications has been demonstrated by past performance. STP's laboratory shall verify continuing performance and certify PGP as meeting specifications using the above test procedures on a regularly established schedule.

**ITEM NO. 48*****Allocation of Pipeline Capacity***

In the event Carrier determines that the aggregate nominations from Shippers for transportation on the System exceeds the System's available capacity, whether due to total nominations, Force Majeure, maintenance, or otherwise, Carrier shall allocate the available capacity on an equitable basis in accordance with Carrier's then-effective proration policy. A copy of Carrier's current proration policy shall be made available to a Shipper upon request.

**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 to 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. 70                                 | Origin                                      |                                    |
|---|---|------------------------------------|
| Destination                                 | Mont Belvieu<br>(Chambers Co., TX)          | Port Arthur<br>(Jefferson Co., TX) |
|   | <i>Uncommitted Rates In Cents-per-Pound</i> |                                    |
| Mont Belvieu<br>(Chambers Co., TX)          | --  | 2.7¢                               |
| Port Arthur<br>(Jefferson Co., TX)          | 2.7¢  | --                                 |
| Port Neches / Groves<br>(Jefferson Co., TX) | 2.7¢  | 2.7¢                               |

**ROUTE DIRECTORY:** *Rates in tariff apply via all routes made by use of the lines of STP.*

### *Explanation of Abbreviations*

|            |                               |
|------------|-------------------------------|
| <b>BTU</b> | British Thermal Unit          |
| <b>Co.</b> | County                        |
| <b>No.</b> | Number                        |
| <b>STP</b> | Southeast Texas Pipelines LLC |
| ¢          | Cents                         |