

Texas Intrastate No. 23.7.0  
Cancels TRRC No. 23.6.0

# MID-AMERICA PIPELINE COMPANY, LLC

In Connection with Participating Carriers shown herein

**Local and Joint Pipeline Tariff**

Containing

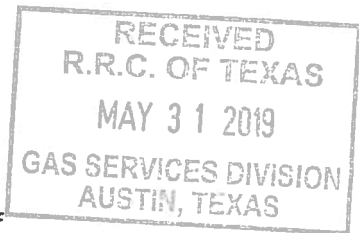
**RATES, RULES AND REGULATIONS**

Applying on the Intrastate Transportation of

**NATURAL GAS LIQUIDS**

Transported by Pipeline

From and To Points Named Herein



Reference F.E.R.C. No. [W]75-8-075.10.0, revisions thereof, for plant names and group numbers.

The rates in this tariff are expressed in cents per barrel of 42 U.S. Gallons and are subject to change as provided by law, also to the Rules and Regulations published herein, supplements hereto and revisions hereof.

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 Nos. 00670 and 05071.

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**EFFECTIVE: JULY 1, 2019**

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## RULES AND REGULATIONS

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### ITEM 5 DEFINITIONS

"Barrel" shall mean forty-two (42) United States gallons of 231 cubic inches of sixty degrees Fahrenheit (60°F) and equilibrium vapor pressure.

"Carrier" shall mean Mid-America Pipeline Company, LLC and other Carriers participating herein.

[W]~~Customer Information Solution~~ (CIS)Estream shall mean the integrated business operating system utilized by Carrier for the coordination of all business conducted on Carrier's pipelines and facilities.

"Day" shall mean the twenty-four (24) hours between 7:00 a.m. and 7:00 a.m. the following day.

"Demethanized Mix" shall mean a mixture of any or all of the following components: ethane, propane, isobutane, normal butane, and natural gasoline.

"Group" shall mean two or more origin or destination points in similar localities identified by a group number.

"Interface" shall mean the mixture occurring in pipeline operations between adjoining batches having similar or dissimilar physical characteristics.

"Intermediate Tankage" shall mean above ground tanks established to accommodate Shipper's obligation to accumulate adequate batch sizes to meet MAPL's current operational and system efficiency requirements.

"Product" or "products" shall mean demethanized mix, ethane-propane mix, propane, normal butane, natural gasoline, isobutane, butane mix and all purity mixtures thereof meeting specifications issued by Carrier, or any Interface generated by the movement of such Products as appropriate.

"Mixed Product" shall mean demethanized mix, ethane-propane mix, and butane mix meeting specifications issued by Carrier.

"Month" shall mean 7:00 A.M. of the first day of a calendar month to 7:00 A.M. on the first day of the following calendar month.

"Nomination" shall mean an offer by a Shipper to a Carrier of a stated quantity of Product for transportation from a specified origin(s) to a specified destination or destinations pursuant to the terms of this tariff.

"Purity Product" shall mean isobutane, natural gasoline, normal butane, and propane meeting specifications issued by Carrier.

"Shipper" shall mean any party who gives notice to transport Product under the provisions outlined in this tariff.

"Week" shall mean the one hundred sixty-eight (168) hours between 7:00 a.m. Monday and 7:00 a.m. the following Monday.

### ITEM 10 SCHEDULING OF RECEIPT

Shippers desiring to originate Product shall furnish a nomination via [W]~~CIS~~Estream no later than the 15<sup>th</sup> calendar day of the preceding month in which Shipper desires transportation. A nomination shall specify the origins and destinations of the Product offered to Carrier. If Shipper does not furnish such nomination, Carrier will be under no obligation to accept such Product for transportation.

Product will be accepted for transportation, subject to Items contained herein, at such time and in such quantity as scheduled by Carrier. Carrier will transport and deliver Product with reasonable diligence and dispatch considering the quantity, distance of transportation, safety of operations, and other material factors, but will accept no Product to be transported in time for any particular market. Enhanced facilities or services may be required by a Shipper and may be provided for in a Pipeage Contract in accordance with Item 85.

## **ITEM 15 PRODUCT DELIVERABILITY REQUIREMENTS AND TESTING**

Carrier reserves the right to refuse to accept any Product for transportation which does not meet Carrier's Product specifications or which is not good merchantable Product readily acceptable for transportation through Carrier's existing facilities.

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 does not meet Carrier's Product specifications or which is not good merchantable Product as set forth above, Carrier reserves the right to treat or otherwise dispose of all such Product in any reasonable commercial manner at Shippers sole expense. Carrier reserves the right to collect its actual treating and handling charges plus an additional [U]104 cents per Barrel penalty charge.

## **ITEM 20 MINIMUM SHIPMENT**

Product shall be offered for transportation in quantities, which can be received into Carrier's pipeline. Carrier will specify the quantity to be delivered to Carrier from a single origin. Shipper will be subject to linefill requirements of up to 21 days receipts.

For Group 130, a shipment of 50,000 Barrels or more of the same quality and specifications shall be required for each Product shipment. Carrier reserves the right to accept a shipment of less than 50,000 Barrels of Product of the same required specifications for transportation subject to delay until Carrier has accumulated 50,000 Barrels of the same specifications at the same MAPL holding location from the same or other Shippers.

## **ITEM 25 APPLICATION OF RATES**

Carrier shall assess transportation and all other lawful charges accruing on Product accepted for transportation at the rate in effect at date Product is delivered to destination. Carrier will invoice Shipper for transportation charges and all other lawful charges accruing on Product accepted in accordance with Carrier's then current payment policies and procedures at the rates published herein.

## **ITEM 30 ORIGIN AND DESTINATION FACILITIES**

Carrier shall accept product only when Shipper has provided necessary facilities for receipt of Product into Carrier's pipeline and delivery of Product from Carrier's pipeline at pressures and pumping rates required by Carrier.

## **ITEM 40 MEASUREMENT**

Except as otherwise provided, Carrier shall make no charge for metering Product upon receipt and delivery. 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 Product 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.

## **ITEM 43 COMPONENT BALANCING**

Shipper shall be responsible for bringing into balance on a monthly basis any accumulated component volume differences resulting from the receipt, transportation, and delivery of commingled demethanized mix and ethane-propane mix.

## **ITEM 45 IDENTITY OF SHIPMENTS**

Carrier may commingle Products received from the origins shown in corresponding rate tariffs. Carrier reserves the right at any time to substitute and deliver Product of the same specification as the Product shipped.

## **ITEM 55 DEMURRAGE**

Shipper shall remove Product, or cause Product to be removed, from Carrier's facilities following transportation to a nominated destination. In the event failure to remove Product threatens or prevents delivery of succeeding shipments into or out of Carrier's facilities, and/or threatens or causes congestion at Carrier's terminals, Carrier shall have the right, without liability to Shipper, to make such disposition of unremoved Product as is necessary for the efficient operation of the pipeline, and Shipper shall pay Carrier all charges and costs associated with such disposition the same as if Shipper had authorized such, together with any associated additional costs and damages borne or incurred by Carrier. Shipper shall indemnify and hold Carrier harmless from any loss sustained by Carrier by reason of Shipper's inability to take delivery of unremoved Product, including any Interface, out of the pipeline. In addition to the foregoing remedies:

- (1) in the event pipeline flow rates are reduced due to Shipper's inability to take delivery of Product, Shipper shall pay an hourly demurrage penalty equal to the product of a) the current tariff rate from the affected pipeline segment origin to the furthest destination on such segment and b) the pipeline hourly flow capacity and c) the number of hours that Shipper's Product remains in the pipeline; or
- (2) in the event pipeline flow rates are not reduced due to Shipper's inability to take delivery of Product, Shipper shall pay a daily demurrage charge on each undelivered Barrel equal to the product of a) the then-current Conway daily over storage rate in effect as part of MAPL's non-jurisdictional storage program and b) the number of Days Shipper's Product remains in the pipeline.

## **ITEM 60 PAYMENT OF CARRIER CHARGES**

The Shipper or Consignee shall pay all transportation and other lawful charges, including Intermediate Tankage charges, accruing on Product delivered to and accepted by Carrier for shipment and, if required, shall pay the same before delivery at destination. Carrier will invoice Shipper for transportation charges on a weekly basis. Shipper shall pay all charges within ten (10) days of the date of invoice from Carrier. For any charges that remain unpaid for more than thirty (30) days from the date of Carrier's invoice, Shipper shall pay an interest charge equal to the lesser of (i) 18% per annum, or (ii) the maximum non-usurious interest rate which may then be charged under Texas law.

Carrier shall have a lien on all Product in its possession belonging to Shipper or Consignee to secure the payment of any and all unpaid transportation, or any lawful charges that are due Carrier, that are unpaid by Shipper or Consignee, and may withhold such Product from delivery until all unpaid charges have been paid. If said charges remain unpaid ten (10) days after final notice and demand therefor, Carrier shall have the right, through an Agent, to sell such Product at public auction, on any day not a legal holiday, in not less than forty-eight (48) hours after publication of notice of such sale in a daily newspaper of general circulation published in the town or city where the sale is to be held, stating the time, place of sale, and the quantity and location of Product to be sold. At said sale, Carrier shall have the right to bid, and if the highest bidder, to become the purchaser. From the proceeds of said sale, Carrier will pay itself the transportation and all other lawful charges, including expenses incident to said sale, and the balance remaining, if any, shall be held for whomsoever may be lawfully entitled thereto.

## **ITEM 65 ACCEPTANCE FREE FROM LIENS AND CHARGES**

Carrier may refuse any shipment for transportation or delivery for Intermediate Tankage, which may be encumbered by a lien or charge of any kind, or which may be involved in litigation or the ownership thereof may be in dispute. When any Product so encumbered or subject to litigation or dispute is tendered for transportation, Carrier may require of Shipper satisfactory evidence of his perfect and unencumbered title or satisfactory indemnity bond to protect Carrier against any or all loss.

## **ITEM 70 LIABILITY OF CARRIER**

Carrier shall not be liable to Shipper for any delay in delivery or for any loss of Product caused by an act of God, public enemy, quarantine, authority of law, strikes, riots, fire, floods or by act of default of consignor or consignee, or resulting from any other cause not due to the negligence of Carrier, whether similar or dissimilar to the causes herein enumerated. Any such loss shall be apportioned by Carrier to each shipment of Product or portion thereof involved in such loss in the proportion that such shipment or portion thereof bears to the total of all Product in the loss, and each consignee shall be entitled to receive only that portion of its shipment remaining after deducting his proportion as above determined of such loss. Carrier shall prepare and submit a statement to Shipper and consignee showing the apportionment of any such loss.

The Carrier operates under this tariff solely as a common carrier and not as an owner, manufacturer, or seller of the Product transported or stored hereunder, and Carrier expressly disclaims any liability for any expressed or implied warranty for Products transported or stored hereunder including any warranties of merchantability or fitness for intended use.

#### **ITEM 75 CLAIMS-TIME FOR FILING**

Notice of claims for loss or damage must be made in writing to Carrier within nine (9) months after delivery of the Product, or in the case of a failure to make delivery, then within nine (9) months after a reasonable time for delivery has elapsed. Suit against Carrier shall be instituted only 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 are not filed or suits are not instituted thereon in accordance with the foregoing provisions, such claims will not be paid and the Carrier shall not be liable.

#### **ITEM 80 SCHEDULING OF DELIVERY**

When Shippers request for delivery from the pipeline at destination, a volume of Product greater than can be immediately delivered, Carrier shall schedule delivery. Carrier shall not be liable for any delay in delivery resulting from such scheduling of delivery.

#### **ITEM 85 PIPEAGE CONTRACTS**

Separate agreements in accord with this tariff, and these regulations covering further details, may be required by Carrier before any duty for transportation shall arise.

#### **ITEM 90 APPLICATION OF RATES FROM INTERMEDIATE POINTS**

For Product accepted for transportation from any point on Carrier's pipeline not named in this tariff, which is an intermediate point from which rates are published herein, through such unnamed point, the Carrier will apply, from such unnamed point, the rate published herein from the next more distant point specified in the tariff. If service is to be used on a continuous basis for more than 30 days, Carrier will file a tariff applicable to the transportation movement.

#### **ITEM 95 APPLICATION OF RATES TO INTERMEDIATE POINTS**

For Product accepted for transportation to any point on Carrier's pipeline named in this tariff, which is intermediate to a point to which rates are published herein through such unnamed point, the Carrier will apply to such unnamed point the rate published herein to the next more distant point specified in this tariff. If service is to be used on a continuous basis for more than 30 days, Carrier will file a tariff applicable to the transportation movement.

#### **ITEM 100 ALLOCATION**

When there is offered to Carrier product quantities greater than can be transported between origins and destinations, Carrier shall allocate transportation capacity.

Allocation of capacity will be based on the Shipper's historical volume. The historical volume is the Shipper's product movement during the first twelve (12) calendar months following a date thirteen (13) calendar months prior to the first day of the calendar month during which capacity will be allocated.

Allocation will be given as a daily or monthly volume, at Carrier's discretion, and will be calculated for the calendar month.

Allocation will not be transferred. With agreement of the Shippers concerned, historical volume will be transferred under the following conditions.

No commercial transaction occurs between the participating shippers with regard to historical volumes.

The transfer is irrevocable.

The request to transfer must be the result of an unusual situation as may be reasonably determined by the Carrier.

Shippers that desire to ship, but have less than five hundred (500) barrels per day of capacity, are designated "New Shippers". New Shippers will receive five hundred (500) barrels per day of capacity until the total barrels received by the New Shippers exceeds ten percent (10%) of the total capacity, at which time all New Shippers will receive an equal portion of the 10% of the total capacity.

**ITEM 110 ROUTING INSTRUCTIONS**

Rates to Mont Belvieu destinations apply via Mid-America Pipeline Company, LLC to Hobbs-Gaines, thence routes made by the use of Seminole Pipeline Company LLC to the requested destination. All other rates apply via Mid-America Pipeline Company, LLC.

**ITEM 120 TRANSPORTATION INVENTORY**

Quantities of Product accepted by Carrier into Carrier's custody for transportation to Shipper's nominated destination, but not yet entered into the pipeline for transportation to such destination, will constitute Shipper's Transportation Inventory prior to delivery. If Product held in Shipper's Transportation Inventory cannot be accepted by the nominated destination through no fault of Carrier, such undelivered quantities will be returned to Shipper's holding (storage) inventory. In the event Shipper does not have rights to Shipper holding inventory sufficient to accommodate such undelivered quantities, such Shipper will be assessed a daily over-storage fee equal to the product of a) the then-current Conway over-storage rate per Barrel in effect as part of the Carrier's non-jurisdictional storage program and b) the quantity of undelivered Barrels for each Day, starting from the Day of the first occurrence until such Day when Shipper delivers such volume to a valid destination or storage facility where such storage rights exist. For the avoidance of doubt, once the Product has entered the pipeline for transportation to Shipper's nominated destination, this Item will no longer be applicable and Item 55 will become applicable.

**ITEM 145 INTERFACE**

Shippers shall accept and be responsible for handling of any interface generated within or between Products.

**ITEM 180 PARTICIPATING CARRIERS**

Seminole Pipeline Company LLC

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**RATES**

(In Cents per Barrel)

[I] Increased rate. All rates on this page are increased.

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**ITEM 200 APPLICATION OF GENERAL COMMODITY RATES**

The rates in Items 210-250 apply from and to points named therein.

**ITEM 210 DEMETHANIZED MIX**

ORIGIN	DESTINATION	RATE
Group 120 <sup>(1)</sup>	Hobbs Fractionator	73.29
	Group 120 <sup>(2)</sup>	106.17
Group 130	Hobbs Fractionator	154.13
	Group 120 <sup>(2)</sup>	189.50
	Group 950 <sup>(3)</sup>	357.48

- (1) Excluding Linam Ranch
- (2) Excluding Hobbs Fractionator
- (3) Includes all Group 950 plants except for Clemens, Stratton Ridge Amoco and Stratton Ridge Dow

**RATES**  
(In Cents per Barrel)  
[ ] Increased rate. All rates on this page are increased.

**ITEM 220 ETHANE-PROPANE MIX**

ORIGIN	DESTINATION	RATE
Group 130	Group 950	361.55

**ITEM 230 PROPANE**

ORIGIN	DESTINATION	RATE
Hobbs Holding	Hobbs Terminal	24.71
	Group 130	166.77
Group 120	Hobbs Holding	103.25
Group 130	Hobbs Holding	166.77
	Group 950 <sup>(1)</sup>	361.55

(1) Includes all Group 950 plants except for Clemens and Stratton Ridge Dow

**ITEM 240 NORMAL BUTANE**

ORIGIN	DESTINATION	RATE
Group 130	Hobbs Holding	166.77
	Group 950 <sup>(2)</sup>	361.55

(2) Includes all Group 950 plants except for Clemens, Stratton Ridge Amoco and Stratton Ridge Dow

**RATES**  
(In Cents per Barrel)  
[I] Increased rate. All rates on this page are increased.

**ITEM 245 ISOBUTANE**

ORIGIN	DESTINATION	RATE
Group 130	Hobbs Holding	166.77
	Group 950 <sup>(1)</sup>	361.55

**ITEM 250 NATURAL GASOLINE**

ORIGIN	DESTINATION	RATE
Group 120	Dollarhide	24.71
Group 130	Group 950 <sup>(1)</sup>	361.55

(1) Includes all Group 950 plants except for Clemens, Stratton Ridge Amoco and Stratton Ridge Dow

**ABBREVIATIONS AND REFERENCE MARKS**

F.E.R.C.	Federal Energy Regulatory Commission
GPA	Gas Processors Association
MAPL	Mid-America Pipeline Company, LLC
No.	Number
[I]	Increase
[U]	Unchanged rate
[W]	Change in wording only