## Filed on:

Jun 28 2022

Gas Services Department Railroad Commission of Texas

# Texas Intrastate No. 1.5.0 (Cancels Texas Intrastate No. 1.4.0)

## **V-TEX LOGISTICS LLC**

## **Local Pipeline Tariff**

Containing the Rates, Rules and Regulations Governing the Transportation by pipeline of

#### PETROLEUM PRODUCTS

(As Defined Herein)

Operated by Valero Terminaling and Distribution Company (P-5 # 881252) under T-4 Permit No. 09757

## [I] All rates in this issue are Increased

Origin	Destination	Rate in Dollars Per Barrel of 42 U.S. Gallons		
Magellan Terminal, East Houston, Texas (Harris County)	V-Tex Logistics Terminal, Taylor, Texas (Williamson County)	[I] \$2.6383 (Note 1) [I] \$2.2183 (Note 2(a)) [I] \$1.3783 (Note 2(b))		

Subject to the Rules and Regulations set forth in Rules 1 to 22, herein.

Note 1: This rate will apply to all shipments by an uncommitted Shipper that has not entered into a prior written commitment with Carrier.

Note 2: These rates will apply to all shipments by a Shipper that has entered into a prior written commitment with Carrier for the following minimum volume and term requirements:

- (a) Committed shipper rate (minimum term of 10 years and 20,000 barrel per day commitment) for all barrels shipped up to and including 20,000 barrels per day, calculated per the terms of Carrier's written commitment agreement
- (b) Committed shipper rate (minimum term of 10 years and 20,000 barrel per day commitment) for all additional barrels shipped in excess of 20,000 barrels per day, calculated per the terms of Carrier's written commitment agreement

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

ISSUED: June 27, 2022

Issued By

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EFFECTIVE: July 1, 2022

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## **EXPLANATION OF REFERENCE MARKS:**

[N] New[C] Cancel[W] Wording[I] Increase[U] Unchanged

#### **GENERAL RULES AND REGULATIONS**

Carrier will accept and transport Petroleum Products for transportation through Carrier's facilities from the point of Origin to the Destination, subject to the following rules and regulations:

#### Rule 1. **DEFINITIONS**:

- a. "Barrel" means forty-two (42) United States gallons liquid volume at sixty degrees Fahrenheit (60° F.) and equilibrium vapor pressure.
- b. "Carrier" means V-Tex Logistics LLC.
- c. "Collateral" is defined in Rule 12.
- d. "Destination" means the facility at which the Carrier delivers Petroleum Products out of Carrier's pipeline in Taylor, Texas.
- e. "Fungible Batch" is a quantity of Petroleum Products meeting Carrier's established specification which may be commingled with other quantities of Petroleum Products meeting the same specification.
- f. "Obligations" is defined in Rule 12.
- g. "Origin" means the facility of Carrier at which Carrier receives Petroleum Products into Carrier's pipeline in Hearne, Texas.
- h. "Origin Release" means the written commitment of a Shipper to schedule a Fungible Batch of Petroleum Products into Carrier's facilities.
- i. "Petroleum Products" means the commodities more specifically defined in Rule 2 and meeting the specifications in Rule 6.
- i. "Setoff" is defined in Rule 12.
- k. "Shipper" means the party who contracts with Carrier for transportation of Petroleum Products under the terms of this tariff.
- I. "Tender" means an offer by a Shipper to Carrier of a stated quantity of Petroleum Products from the Origin to the Destination under the terms of this tariff.

## **COMMODITY DESCRIPTION AND MEASUREMENT**

## **Rule 2. PETROLEUM PRODUCTS DEFINED**

Where the term Petroleum Products is used, the same refers to:
Unleaded Gasolines
Diesel Fuel Distillates

#### Rule 3. RESERVED

#### Rule 4. VOLUME CORRECTIONS AND TENDER DEDUCTIONS

In measuring the quantity of Petroleum Products received and delivered, correction shall be made from volume at actual or observed temperature to volume at sixty (60) degrees Fahrenheit. Full deduction will be made for basic sediment, water and other impurities, as ascertained by the centrifugal or other test used by Carrier. A further deduction of 0.1% may be made to allow for inherent losses, including, but not limited

to shrinkage, evaporation, interface losses and normal "over and short" losses not due to negligence of Carrier. The net balance after all deductions will be the quantity the Carrier is obligated to deliver at Destination.

#### PRESHIPMENT REQUIREMENTS AND PROCEDURES

#### Rule 5. COMMODITY

Carrier is engaged in the transportation of Petroleum Products specified and described in Rule 6 and therefore will not accept any other commodities for transportation. No Petroleum Products will be received for transportation except good merchantable Petroleum Products of substantially the same kind and quality as that being currently transported through the same facilities for other Shippers. By Tendering Petroleum Products for transportation, Shipper warrants to Carrier that any Petroleum Products so Tendered conform with the specifications for such products and are merchantable. Petroleum Products of substantially different grade or quality will be transported only in such quantities and upon such terms and conditions as Carrier and Shipper may agree. Shipper shall be liable for any contamination or damage to other Petroleum Products being transported, or to Carrier's pipeline or other facilities in the event products Tendered are substandard to the specifications stated on Shipper's laboratory certificate. In the event of variance between Carrier's test and Shipper's certificate, Carrier's test results shall prevail.

#### Rule 6. TESTING AND MEASURING

Petroleum Products shall be accepted for transportation only when such products meet all required specifications as uniformly established by Carrier as stated in the following appendices to this tariff. Each product grade specification and its effective date or revision date are identified below.

PRODUCT GRADE	SPECIFICATION TITLE	EFFECTIVE DATE
AR	Premium Gasoline Blendstock	July 1, 2019
V	Sub-Octane Unleaded Gasoline	July 1, 2019
V66	Sub-Octane Gasoline 6.6 RVP	July 1, 2019
Χ	Ultra Low Sulfur Diesel Fuel	July 1, 2019

Notification to Shippers of changes in these documents are made via this tariff. A prospective Shipper desiring current specifications may access the website mentioned above. Demonstration of conformance with the product specifications shall be made through the submission of a Certificate of Analysis that accurately represents the product characteristics. Accuracy of the Certificate of Analysis is the sole responsibility of the party who establishes the Origin Release. Costs associated with handling, distribution, and disposal of products that enter the system that do not meet the product specifications shall be borne entirely by the party who establishes the Origin Release.

Subject to Rule 10, Petroleum Products Tendered for transportation shall not contain blending components, which are not pure hydrocarbons, unless Carrier has been notified of these components in advance and has agreed to accept such products for shipment. Shipper must report type and percent by volume of all non-hydrocarbon blending components.

Carrier reserves the right to refuse to accept any shipment of Petroleum Products that are: (1) not in compliance with state and federal regulations, (2) a health hazard, (3) incompatible with its transportation system, method of operation or transportation of other Petroleum Products.

Upon reasonable request, Shippers may observe and verify the methods and procedures used for measurement and testing of products by Carrier to insure that such are proper and recognized means of measurement.

#### Rule 7. NOMINATIONS & SCHEDULING OF SHIPMENTS

Carrier is under no obligation to accept Petroleum Products for transportation in any month unless Shipper submits a nomination on or before the fifteenth (15th) day of the calendar month preceding the desired shipment date. If the fifteenth (15th) day of the month falls on a weekend or holiday, nominations are due on the last workday before the fifteenth (15th). The nomination may be e-mailed, faxed or submitted via Carrier's proprietary system. A nomination must specify, for each shipment, the quantity, product grade, Origin, Destination, supply source(s) and Shipper.

Petroleum Products shall be accepted for transportation at such time as Petroleum Products of the same specifications are currently being transported from the Origin to the Destination in accordance with schedules of shipments to be issued from time to time to each Shipper by the Carrier. 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. Shippers may elect to utilize Carrier's proprietary system to schedule shipments. Origin Releases should be completed fourteen (14) days before the scheduled entry date of product into Carrier's facilities. If an Origin Release is not timely submitted, Carrier will handle in a manner to facilitate the efficient, economic use and operation of the Carrier's facilities and to reasonably accommodate Shipper's needs for transportation of Petroleum Products. Carrier will provide Shipper a pump date for a completed nomination a minimum of seven (7) days prior to the release date.

#### Rule 8. PRORATION OF PIPELINE CAPACITY

When the total volume of the various Petroleum Products offered for shipment on Carrier's facilities, in accordance with the procedures for scheduling of shipments, is greater than can be transported within the period covered by such schedules, then Petroleum Products offered by each Shipper, including any new Shipper, for transportation will be transported in such quantities and at such times, to the limit of Carrier's normal operating capacity, so as to avoid unjust discrimination or undue preference among Shippers and to fulfill requirements of governmental agencies.

System-wide pipeline operating capacity, as determined by Carrier, will be allocated based on historical loadings at Carrier's facility.

New Shippers (i.e., Shippers without a loading history over the preceding six (6) months), in aggregate, shall be allocated capacity up to a maximum of 5% of the pipeline capacity, but no one Shipper or its associated affiliate can move more than 25,000 Barrels per month as a new Shipper. All subsequent allocations of capacity shall be based on the history developed by the Shipper.

## Rule 9. ACCEPTANCE FREE FROM LIENS AND CHARGES

When any Petroleum Products Tendered for transportation are involved in litigation, a dispute over ownership or title, or encumbered by lien or charge of any kind, Shipper shall so advise Carrier in writing at least five business days before Tendering for shipment. If Shipper, due to litigation, disputed ownership or encumbrance, has caused title in the Petroleum Products to be in dispute, Carrier may refuse receipt or delivery of crude petroleum unless Shipper provides proof of perfect and unencumbered title or an indemnity bond equal to the value of the Petroleum Products.

#### Rule 10. CORROSION INHIBITORS & DRAG REDUCING AGENTS

Shipper may be required to inject oil-soluble corrosion inhibitor, at the sole discretion and direction of Carrier, in the Petroleum Products to be transported.

Carrier may inject Drag Reducing Agents (DRA) into the Petroleum Products to be transported and Shipper will accept delivery of shipments at Destination containing DRA compound.

#### Rule 11. FACILITIES REQUIRED AT ORIGIN AND DESTINATION

The Carrier will not provide storage or other tankage facilities at the Origin or the Destination. Petroleum Products will be accepted for transportation only when Shipper has provided equipment and facilities satisfactory to the Carrier, including but not limited to the facilities necessary to meet Carrier's mainline pumping rate at the Origin, and when Shipper has furnished evidence satisfactory to the Carrier that there are adequate facilities at the Destination, which are available for receipt of the shipment as it arrives without delay.

In the event Shipper fails to provide adequate facilities at the Destination for receipt as provided above, Carrier shall have the right, on 24 hours notice, to divert, subject to the rates, rules and regulations applicable from the Origin to the Destination, or make whatever arrangements for disposition as are deemed appropriate to clear the Carrier's facilities, including the right of private sale for the best price reasonably obtainable. The Carrier may be a purchaser at such sale. Out of the proceeds of said sale, the Carrier shall pay itself all transportation and other applicable lawful charges and necessary expenses of the sale and the expense of caring for and maintaining the Petroleum Products until disposed of and the balance shall be held for Shipper.

Storage necessarily incident to transportation and only such storage will be provided by Carrier. Any additional storage in Carrier's tankage (i.e., storage beyond what is incidental and necessary to transportation pursuant to the applicable tariff) will be subject to the terms and conditions of Carrier's standard storage agreement.

#### Rule 12. PAYMENT OF TRANSPORTATION AND OTHER CHARGES

The transportation and all other applicable lawful charges, except demurrage charges, accruing on Petroleum Products accepted for transportation shall be paid before release of Petroleum Products from the custody of Carrier. Unless credit arrangements satisfactory to Carrier are made in advance, the Shipper shall pay transportation and all other lawful charges accruing on Petroleum Products Tendered for shipment before delivery of such Petroleum Products. If required by Carrier, such charges shall be prepaid at the point of Origin. Petroleum Products accepted for transportation shall be subject to a lien for all such charges in favor of Carrier, which lien may be enforced by sale at public auction as provided in Rule 18.

If such charges are not paid by the due date stated on the invoice, the balance due on the entire past due balance (including principal and accumulated but unpaid finance charges) shall bear interest from that due date until paid in full at the lesser of (a) the U.S. prime rate as published in the Wall Street Journal on the date such payment was due (or, if such rate is not published on the due date, on such immediately preceding Business Day, plus two percent (2%) per annum) and (b) the maximum interest rate allowed by applicable law for any invoice not paid within fifteen (15) days of the date of the invoice.

In addition to all other liens, statutory or otherwise, to which Carrier is entitled and unless the following grant is expressly prohibited by the terms of one or more security agreements or credit agreements creating prior, perfected security interests in the hereinafter-defined Collateral, by Tendering Petroleum Products for transportation Shipper grants to Carrier a first priority, continuous and continuing security interest in all of the following, whether now or hereafter existing or acquired, as collateral for the prompt and complete payment and performance of Shipper's Obligations (as defined below):

- a) All Petroleum Products accepted by Carrier for transportation;
- b) All other property of Shipper now in the possession of and at any time and from time to time hereafter delivered to Carrier or its agents;
- c) All of Shipper's pre-payments, deposits, balances, and credits with, and any of its claims against, Carrier, at any time existing; and
- d) All products and proceeds of any of the foregoing property in any form.

The property described or referred to in subsections (a) through (d) above is collectively referred to as the "Collateral." This grant secures the following (collectively the "Obligations"):

- All antecedent, current and future transportation, special, ancillary and other lawful charges arising under or related to this tariff or the contracts entered into in connection with this tariff;
- b) The repayment of any amounts that Carrier may advance or spend for the maintenance, storage or preservation of the Collateral;
- All amounts owed under any modifications, renewals or extensions of any of the foregoing obligations; and
- d) All other amounts now or in the future owed by Shipper to Carrier, whether or not of the same kind or class as the other obligations owed by Shipper to Carrier. Shipper authorizes Carrier to file such financing statements or other documents necessary to perfect and maintain the security interest herein granted. Carrier shall not file any such financing statements or other documents necessary to perfect and maintain the security interest herein granted until a total of forty-five (45) days have passed after such payment was due.

Upon a default by the Shipper under this tariff or the contracts entered into in connection with this tariff, Carrier may, without further notice, setoff (including by set off, offset, recoupment, combination of accounts, deduction, retention, counterclaim, or withholding across or within each or all of such tariff and contracts, collectively "Setoff"):

- a) Any amounts owed by Carrier to the Shipper under any other agreements, instruments or undertakings between the Shipper and Carrier against
- b) Any amounts owed by the Shipper to Carrier under any other agreements, instruments or undertakings between the Shipper and Carrier. Carrier shall give the Shipper notice of any Setoff pursuant to this paragraph, as soon as practicable thereafter, provided that failure to give such notice shall not affect the validity of the Setoff.

This tariff shall be construed in accordance with and governed by the laws of the State of Texas, without regard to any choice of law rules which may direct the application of the laws of any other jurisdiction.

## Rule 13. TAX REGISTRATION

Shippers shall be required to provide proof of registration with or tax exemption from the appropriate Federal and/or State tax authorities related to the collection and payment of fuels excise tax or other similar taxes, levies, or assessments. Failure of the Shipper to do so shall not relieve the Shipper from the obligation to pay any such tax, levy, or assessment.

#### Rule 14. PIPEAGE CONTRACTS REQUIRED

Separate pipeage contracts in accordance with this tariff and these regulations covering further details may be required of a Shipper before any duty to transport shall arise.

#### TRANSPORTATION SERVICES AND RELATED REQUIREMENTS

#### Rule 15. MINIMUM SHIPMENT

Petroleum Products will be accepted for transportation under this tariff in Tenders of not less than 15,000 Barrels at the Origin from one Shipper. Carrier reserves the right to allow smaller volumes as necessary to achieve optimum utilization of its pipeline system.

## Rule 16. APPLICATION OF RATES, RULES, AND REGULATIONS

Petroleum Products accepted by Carrier shall be subject to and governed by the rates, rules and regulations contained in this tariff issued by Carrier and in effect at 12:00 midnight Central Standard Time on the date Petroleum Products are received by Carrier.

#### Rule 17. IDENTITY OF SHIPMENT

Because it is impracticable to maintain the identity of each shipment of Petroleum Products, substitution of Barrels, but not substitution of one kind of Petroleum Products for another by Carrier, shall be permitted.

#### Rule 18. DELIVERIES AT DESTINATION

Deliveries of Petroleum Products will be made only into tanks at the Destination terminal. Upon failure by a Shipper promptly to take Petroleum Products at the Destination, or upon failure to pay any charge due Carrier, such Petroleum Products may be sold by Carrier, or its representatives, at public auction for cash at Carrier's office in San Antonio, Texas, not less than forty-eight (48) hours after publication of notice in a daily newspaper published in San Antonio, Texas, of the time and place of sale and the quantity of the Petroleum Products to be sold. The proceeds of such sale shall be applied to the payment of all unpaid charges, if any, and of all expenses incident to the sale, and the balance shall be held for whoever is lawfully entitled to it. Carrier may be a bidder and purchaser at such sale.

## SPECIAL AND ANCILLARY SERVICES AND RELATED REQUIREMENTS

#### Rule 19. CHARGES FOR SPILL COMPENSATION ACTS AND REGULATIONS

In addition to the transportation charges and all other charges accruing on Petroleum Products accepted for transportation, a per Barrel charge will be assessed and collected in the amount of any tax, fee, or other charge levied against the Carrier in connection with such Petroleum Products pursuant to any Federal, State, or Local act or regulation which levies a tax, fee, or other charge on the receipt, delivery, transfer, or transportation of such Petroleum Products within their jurisdiction for the purpose of creating a fund for the prevention, containment, clean up, and/or removal of spills and/or reimbursement of persons sustaining such costs or losses therefrom.

#### LIABILITY AND CLAIM SETTLEMENT

#### Rule 20. DUTY OF CARRIER

The Carrier shall transport and deliver into terminal facilities at the Destination, with reasonable diligence, the quantity of Petroleum Products accepted for transportation, less the appropriate Tender deduction as referenced in Rule 4, herein, and subject the provisions of Carrier's transmix policy.

In the event of non-delivery due to interface cuts or other operating losses in excess of the Tender deduction, the Carrier shall have the right to satisfy any claim by product replacement or cash payment.

## Rule 21. LIABILITY OF CARRIER

The Carrier shall not be liable for any delay in transportation or terminaling services or loss of Petroleum Products caused by acts of God; storm, flood, extreme weather, fire, explosion; war, invasion, hostilities, rebellion, terrorism, insurrections, riots; strikes, picketing or other labor stoppages, whether of Carrier's employees or otherwise; electrical or electronic failure or malfunction; communications failure or malfunction; computer hardware and/or software failure, malfunction; breakage or accident to machinery or equipment; proration; temporary restraining orders, injunctions or compliance orders issued by courts or governmental agencies; 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 any cause not due to fault or negligence of Carrier. In the event of such loss, each owner shall bear the loss in

the same proportion as its share of the total quantity of the kind of product involved in the loss in the custody of the Carrier at the time of such loss. Each Shipper 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 and shall prepare and submit a statement to the Shippers showing the apportionment of the loss among the Shippers involved.

Carrier will transport and deliver Petroleum Products with reasonable diligence and dispatch, but will not be liable for delays in transportation of Petroleum Products.

The Carrier shall not be liable for discoloration, contamination or deterioration of Petroleum Products transported unless such discoloration, contamination or deterioration results from the negligence of the Carrier. In the event of such damage, each Shipper's share of the damaged Petroleum Products shall be in the same proportion as its share of the total quantity of shipments involved and each such Shipper shall be allocated only its proportionate share of damaged Petroleum Product.

Shipper shall protect, indemnify, defend and hold Carrier, its parent and affiliates harmless from and against all claims, losses, suits, liabilities, fines, penalties, damages and expenses (including reasonable attorneys' fees and expenses) of any kind or character arising from or related to (1) negligent or willful acts or omissions on the part of Shipper, its employees, agents or contractors, or (2) liability arising from the chemical characteristics of product(s), except to the extent such liability arises from Carrier's negligence.

Product(s) in this Rule refers to any individual product, as defined in this tariff (in Rule 2 – Petroleum Products Defined).

In no event shall Carrier be liable to any Shipper for any losses, liabilities or damages, including special, punitive, exemplary, consequential, incidental or indirect losses or damages howsoever caused, (including but not limited to loss of revenue, loss of profits or present or future opportunities) whether or not foreseeable, and irrespective of the theory or cause of action upon which such damages might be based, except for such actual losses or damages sustained as a result of, and to the extent of, Carrier's negligence.

#### Rule 22. CLAIMS: TIME FOR FILING

Notice of any claim for loss, damage or liability for or in connection with Petroleum Products ("Claim", whether one or more) must be made in writing to the Carrier within nine (9) months after delivery of the Petroleum Products at the Destination, or, in the case of a failure of Carrier to so deliver, then within nine (9) months after a reasonable time for delivery has elapsed. Failure to give such notice of any Claim shall be deemed to be a waiver and release of such Claim and of all rights to assert such Claim, and Carrier shall have no liability or obligation with respect thereto.

Suit against Carrier for any Claim must be instituted within one (1) year and one (1) day from the day when notice in writing is given by Carrier to the claimant that the Carrier has disallowed all or any part of such Claim. Any Claim for which suit has not been instituted in accordance with the foregoing provisions shall be deemed to have been waived, relinquished and released, and Carrier shall have no liability or obligation with respect thereto.

#### **RAILROAD COMMISSION OF TEXAS PROVISIONS**

The Railroad Commission of Texas Tariff Requirements identified in 16 Texas Administrative Code § 3.71(1)-(19) are incorporated in these Rules and Regulations by reference. If any matter is addressed with greater specificity in these Rules and Regulations, or in the event of conflict between the Texas Tariff Requirements and these Rules and Regulations, these Rules and Regulations will govern the rights and obligations of Carrier and Shippers.

## V-TEX LOGISTICS LLC

## Premium Gasoline Blendstock Specifications (Grade: AR)

For Blending with 10.0% Denatured Fuel Ethanol (92% Purity) As Defined in ASTM D4806

All parameters must be met after blending with denatured fuel ethanol unless noted.

	Test Origin			
Product Property	Method	Minimum	Maximum	Deliveries <sup>1</sup>
Gravity, °API8	D287	F	Report	
Color		U	ndyed	
Volatility <sup>2</sup>				
E200 (vol %)	D86	30	70	
E300 (vol %)	D86	70	100	
Emission Performance Reduction (%)		-27		
Mercaptan Sulfur, wt%3	D3227		0.003	
Copper Corrosion	D130		1	
Silver Corrosion	D7667, D7671		1	
Gum, Existent, mg/100 ml	D381		4	5
Oxidation Stability, minutes	D525	240		
Octane				
RON	D2699	F	Report	
MON	D2700	F	Report	
(R+M)/2		93	•	
Phosphorus, g/gal	D3231		0.003	0.005
Benzene (vol %)	D3606		1.3	
Aromatics (vol %) <sup>4</sup>			50	
Olefins (vol %)	D1319		25	
Sulfur, ppm	D2622		80	
Oxygen Content (wt %) <sup>5</sup>	D5599	1.5	4	
Oxygenates (vol %)8	D4815		0.05	
Haze Rating <sup>6/8</sup>	D4176		2	3
NACE Corrosion <sup>8</sup>	TM0172, D7548	B+		
Odor <sup>7/8</sup>		Non	offensive	

## Footnotes:

- 1. Delivered products meets all applicable requirements at time and place of delivery.
- 2. Refer to Seasonal Gasoline Volatility Schedule.
- 3. Mercaptan Sulfur determination is waived if the result of the Doctor Test ASTM D4952 is negative.
- 4. Refer to test methods in 40 CFR Chapter 1, Part 80.46.
- 5. Oxygen content must meet a minimum of 1.5 wt% and a maximum of 4.0 wt% after blending of denatured fuel ethanol.
- 6. Compliance with ASTM D4176 will be determined using Procedure 2 at the following temperatures, adjusted seasonally:
  - a. February 16 September 30
    b. October 1 February 15
    55 °F max
    45 °F max
- 7. Any gasoline exhibiting an offensive odor and/or containing more than 0.30 wt % dicyclopentadiene will not be accepted for shipment.
- 8. Specifications must be met before blending of denatured fuel ethanol.

## Sub-Octane Unleaded Gasoline Specification (Grades: V and V66)

(Conventional Gasoline – This product does not meet the requirements for reformulated gasoline and may not be used in any reformulated gasoline covered area.)

## The following parameters apply before blending with denatured fuel ethanol.

	Test	Test Origin		
Product Property	Method	Minimum	Maximum	Deliveries <sup>1</sup>
Gravity, °API	D287	Re	port	
Color		Un	dyed	
Volatility <sup>2</sup>				
E200 (vol %)	D86	Re	port	
E300 (vol %)	D86	Re	port	
Benzene (vol %)	D3606		4.9	
Aromatics (vol %)	D1319	Re	port	
Olefins (vol %)	D1319	Re	port	
Mercaptan Sulfur, wt%3	D3227		0.003	
Copper Corrosion	D130		1	
Silver Corrosion	D7667, D7671		1	
Gum, Existent, mg/100 ml	D381		4	5
Oxidation Stability, minutes	D525	240		
Phosphorus, g/gal	D3231		0.003	0.005
Lead, g/gal	D3237		0.01	0.05
Sulfur, ppm	D2622		80	
Oxygenates (vol %)	D4815, D5599		0.05	
Haze Rating⁴	D4176		2	3
NACE Corrosion	TM0172, D7548	B+		
Odor <sup>5</sup>		Nonof	fensive	

## The following parameters apply either <u>before</u> or <u>before</u> and <u>after</u> blending with denatured fuel ethanol at 10%

Octane		Method	Base Gasoline		
	RON, min	D2699	Report		
	MON, min	D2700	79.0		
	(R+M)/2, min		84.0		
Octane		Method	Base Gasoline	and	Blended with 10% Ethanol
	RON, min	D2699	Report		Report
	MON, min	D2700	Report		82.0
	(R+M)/2, min		83.0		87.0

## The following parameters apply after blending with denatured fuel ethanol at 10%.

Product Property	Method	<u>Origin</u>
Distillation,	D86	
10% Evap (T10),°F		Report
20% Evap (T20),°F		Report
50% Evap (T50),°F, min		150 °F

#### Footnotes:

- 1. Delivered products meets all applicable requirements at time and place of delivery.
- 2. Refer to Seasonal Gasoline Volatility Classes and Schedule of Origin Volatility requirements on following page.
- 3. Mercaptan Sulfur determination is waived if the result of the Doctor Test ASTM D4952 is negative.
- 4. Compliance with ASTM D4176 will be determined using Procedure 2 at the following temperatures, adjusted seasonally:
  - a. February 16 September 30 55 °F max
  - b. October 1– February 15 45 °F max
- 5. Any gasoline exhibiting an offensive odor and/or containing more than 0.30 wt % dicyclopentadiene will not be accepted for shipment.

## Schedule of Origin Volatility Requirements V/V66/AR Grades

The following parameters apply before blending with denatured fuel ethanol at 10%.

Carrier may adjust schedule upon notification to Shipper.

	Jan	Feb	Mar 1- 15	Mar 16-31	Apr*	May*	
RVP (V/V66 Grades) RVP (AR Grade)	13.5 13.5	13.5 13.5	13.5 13.5	10.5 10.5	6.6	6.6	
V/L¹ `	107	107	107	116	Report 116	Report 116	
<u>Distillation</u> 10% Evap °F max	131	131	131	140	158	158	
50% Evap °F min 50% Evap °F max	170 235	170 235	170 235	170 240	170 250	170 250	
90% Evap °F max End Point °F max	365 430	365 430	365 430	365 430	374 430	374 430	
Driveability	1220	1220	1220	1230	1250	1250	
	Jun*	Jul*	Aug*	Sep*	Oct <sup>2</sup>	Nov	Dec
RVP (V/V66 Grades)	6.6	6.6	6.6	6.6	11.5	13.5	13.5
RVP (AR Grade)	Report	Report	Report	Report	11.5	13.5	13.5
V/L <sup>1</sup> <u>Distillation</u>	116	122	122	122	116	107	107
10% Evap °F max	158	158	158	158	140	131	131
50% Evap °F min	170	170	170	170	170	170	170
50% Evap °F max	250	250	250	250	240	235	235
90% Evap °F max	374	374	374	374	365	365	365
End Point °F max	430	430	430	430	430	430	430
Driveability	1250	1250	1250	1250	1230	1220	1220

<sup>\*</sup>Gasoline must also meet 7.8 RVP after ethanol.

## Footnotes:

- 1. D5188 is the referee test method. The alternate equation in D 4814 may also be used.
- 2. Transit time is used to ensure compliance with the October 2 transition date.

## Ultra Low Sulfur Diesel Fuel Specifications (Grade: X)

	Test Origin			
Product Property	Method	Minimum	n Maximum	Deliveries <sup>1</sup>
Gravity, °API	D287		Report	
Color	D1500	2.5		3.0
Distillation <sup>4</sup>	D86, D2887			
50% Recovered, °F			Report	
90% Recovered, °F		540	640	
Copper Corrosion	D130	1		
Cetane Number	DC12	40		
(1) Cetane Number	D613 D4737	40 40		
OR (2) Cetane Index, procedure A or B Cetane Index <sup>2</sup>	D4737 D976	40 40		
Flash Point,°F	D976	135		130
Stability	D93	133		130
Thermal, % reflectance (W or Y)	D6468 (W)	75		
Themal, whencetance (w or 1)	D6468 (Y)	82		
Aging Period (Minutes)	D6468	90		
OR Oxidation, mg/100 ml	D2274		2.5	
Carbon Residue on 10% Bottoms, wt%	D524		0.35	
Cloud Point, °F	D2500			
October - February			+15	
March - August			+28	
September			+20	
Pour Point, °F	D97		Report	
Viscosity, cSt at 104°F	D445	1.9	4.1	
Ash, wt %	D482		0.01	
Haze Rating <sup>3</sup>	D4176		2	3
NACE Corrosion	TM0172, D7548	B+		
Sulfur, ppm	D2622		11	

#### Footnotes:

- 1. Delivered products meets all applicable requirements at time and place of delivery.
- 2. ASTM D976 data is required for low sulfur fuel oils to demonstrate aromatics compliance per the EPA.
- 3. Compliance with ASTM D4176 will be determined using Procedure 2 at 77 °F or tank temperature at the time of sampling, whichever is lower.
- 4. ASTM D2887 Simulated Distillation results must be reported after D86 correlation

## Additional Requirements:

Biodiesel: The presence of biodiesel is prohibited.

<u>Dyes</u>: X Grade shipments may not be dyed.