

**TX No. 1.1.0**  
(Cancels TX No. 1.0.0)

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Gas Services Department  
Railroad Commission of Texas

# ETC TEXAS PIPELINE, LTD<sup>♦</sup>

## LOCAL TARIFF

APPLYING ON

## LIQUID PETROLEUM PRODUCTS

AS SPECIFIED

HEREIN

BETWEEN

POINTS WITHIN TEXAS

SUBJECT TO THE REGULATIONS NAMED HEREIN

ETC Field Services LLC merged into ETC Texas Pipeline, LTD on June 4, 2018. This tariff is filed to reflect the new company name of ETC Texas Pipeline, LTD.

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

**EFFECTIVE: JULY 1, 2022**

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<sup>♦</sup> Operated under ETC Texas Pipeline, LTD's T-4 Permit No. 02105 and P5 ID 255104.

SECTION I

RATES

1. The rates published in this tariff are for transportation within the State of Texas through ETC Texas Pipeline, LTD's Jasper System, and such transportation is subject to the rules and regulations contained herein, and to all applicable rules, regulations and orders of the Railroad Commission of Texas and other governmental authorities having jurisdiction.
2. Rates are in cents per gallon applying them on PETROLEUM PRODUCTS from the established receiving facilities to the established delivery facilities at points named below:

<b>ORIGIN POINT</b>	<b>DELIVERY POINT</b>	<b>RATE</b>
ETC Texas Pipeline, LTD Brookeland Plant Jasper County, Texas	Black Lake Pipe Line Company Weirgate Station Weirgate, Newton County, Texas	<b>[I]</b> 2.17

## SECTION II

PRODUCT SPECIFICATIONS

1. Carrier will receive only Petroleum Products for transportation under this tariff. Petroleum Products must be tendered for transportation in volumetric barrels rather than mass barrels. The composite stream consists of a mixture of Petroleum Products subject to contaminate restriction and product parameters in paragraph 2 of Section II.
2. Containment restrictions and product parameters.

<u>Containment</u>	<u>Test Method</u>	<u>Units (Maximums)</u>
Carbon Dioxide	GPA 2177	1,000 ppm by weight
Methane	ASTM D2163	1.5% (Liq. Vol.) of Ethane Content*
Total Olefins	ASTM D2163	None
Total Fluorides	UOP619	None
Corrosiveness-Copper Strip	ASTM D1838	1-B Color @ 100°F
Total Sulfur	ASTM D3246	150 ppm by weight in liquid (No hydrogen sulfide)

The stream shall contain no more than 1 ppm of other contaminates.

<u>Product Parameters</u>	<u>Test Method</u>	<u>Units (Maximums)</u>
Predominately Ethane, Propane, Butane & Natural Gasoline (C5 plus)	ASTM D2163	--
Dryness	Visual	No free water
Color	ASTM D156 (Modified by weathering sample)	Saybolt Plus 25 (minimum)**
Distillation	ASTM D216 (Modified by weathering sample)	375°F (end point)
Vapor Pressure	ASTM D126	600 psia (Composite Blend) @ 100°F
Temperature	--	120°F (Max)

Where GPA, ASTM or API publications are referenced in this tariff, the reference applies to the publication as it may be amended from time to time.

\* Methane in excess of limits stated herein shall be considered as contaminant and product so contaminated shall not be received by Carrier. However, it is recognized that product so contaminated may be tendered to Carrier without Carrier's knowledge. During any period in which Shipper's product exceeds the specification, the methane content in excess of the specification will be deducted from Shipper's delivered volume of methane shipped.

\*\* White Cup Test, as described in Carrier's Operating Procedures, will be used as the initial check for determining LPG color. If product is other than water clear, Saybolt Test (ASTM D156) will be required on pentanes plus as a final determination of LPG color. Carrier at its option may discontinue receipt of products from shipper if the sole opinion of Carrier's representative LPG color is off specification based on White Cup Test. Receipt of products will be resumed on LPG color meeting Saybolt Plus 25 test (ASTM D156).

3. Upon request by Carrier, Shipper shall furnish a certificate from an independent petroleum laboratory certifying the results of the appropriate tests of the Petroleum Products tendered for transportation demonstrating that they meet the product specifications contained herein.
4. Petroleum Products having a vapor pressure of less than twelve (12) psia will not be accepted for shipment hereunder. Carrier reserves the right to accept limited volumes of high vapor pressure material for shipment hereunder provided the composite stream transported in Carrier's pipeline does not exceed four hundred (400) psia at eighty-five (85) degrees Fahrenheit. Such limitations will be based upon Shipper's pro rata share of volumes shipped. Vapor pressure shall be determined by ASTM D1267 method.

## SECTION III

RULES AND REGULATIONS

## 1. Abbreviations and Definitions –

<u>API</u>	American Petroleum Institute
<u>ASTM</u>	American Society for Testing Materials
<u>Barrel</u>	A volume of forty-two (42) gallons or 9,702 cubic inches United States measurement at sixty degrees (60°F) Fahrenheit
<u>Carrier</u>	ETC Texas Pipeline, LTD
<u>Components</u>	The constituents of Petroleum Products
<u>Consignee</u>	The party, including a connecting pipeline system, to whom Shipper has ordered delivery of Petroleum Products
<u>Delivery</u>	The transfer from Carrier at destination to Consignee
<u>GPA</u>	Gas Processors Association
<u>In Line Inventory</u>	The Mix in Carrier's custody following Receipt in the pipeline and before Delivery to Consignee
<u>Liq. Vol.</u>	Liquid Volume
<u>Mix</u>	(also referred to as Demethanized Mix) Mixture of Components
<u>Net Volume</u>	Component volume calculated to 60°F in accordance with GPA Standard 8173
<u>Petroleum Products</u>	Natural Gasoline, ethane, propane, isobutene, normal butane, and pentanes or mixtures thereof, recovered from natural gas processing plants as from time to time defined by GPA Standard and meeting Specifications set forth in Section 11.2 above.
<u>ppm</u>	Parts per million
<u>psia</u>	Pounds per square inch absolute
<u>Receipt</u>	The transfer from Shipper to origin to Carrier
<u>Shipper</u>	The party who contracts with Carrier for the transportation of Petroleum Products under the terms of this tariff

2. Storage Facilities – Carrier does not furnish storage facilities or services at receiving point(s) or delivery point(s). Petroleum Products will be accepted for transportation only when Shipper and Consignee have provided equipment and facilities, including storage facilities, satisfactory to Carrier, and for receiving same without delay at point(s) of destination from Carrier.
3. Maintenance of Identity –
- a. Petroleum Products which is accepted for transportation is subject to changes in quality while in transit. Delivery shall be made to Consignee out of common stock in Carrier's pipeline at point of delivery.
  - b. Carrier may inject corrosion inhibitor compound in the Petroleum Products to be transported, and Shipper and Consignee will accept delivery at destination containing

portions of corrosion inhibitor. The corrosion inhibitor so injected shall not be in quantities or contain chemicals that would cause the Petroleum Products delivered to Consignee to fail in meeting the Specifications set forth in Section II.2 of this tariff.

- c. Carrier will assume no liability for discoloration, contamination, or deterioration of Petroleum Products transported unless resulting from sole negligence of the Carrier.

4. Metering, Testing, Sampling and Deduction –

- a. All shipments tendered to Carrier for transportation and deliveries made by Carrier shall be measured by Carrier's representative prior to, or at the time of, receipt from Shipper. Shipper shall at all times have the privilege of being present or represented during testing or measuring of their respective volumes. All the shipments at the destination shall be measured by Black Lake Pipe Line Company. All volume measurements shall be made in accordance with the API Manual at petroleum measurement standards. Quantities received or delivered shall be calculated in accordance with GPA Standard 8173.
- b. A composite sample of Mix will be collected in a floating piston cylinder at each custody transfer point on the system. The sample grabs will be in proportion to the flow rate. Sampling will be in accordance with the API Manual of Petroleum Measurement Standards (API-MPMS) and GPA Standard 2174. At the end of the sample period and at least monthly, this composite sample will be analyzed by gas chromatography at a laboratory selected by Carrier.
- c. The composite samples from each receipt point will be kept until the 20<sup>th</sup> of each month. Sample analysis reports will be forwarded by the laboratory to all interested parties. It will be the responsibility of each recipient to examine the analysis and promptly advise the Carrier of any questions no later than the 19<sup>th</sup> of the month so that arrangements can be made for additional sample retainage time and sample testing.
- d. The analysis of composite samples shall be by gas chromatography in accordance with the principles outlined in GPA Standard 2177 "Analysis of Demethanized Hydrocarbon Liquid Mixtures Containing Nitrogen and Carbon Dioxide by Gas Chromatography" and GPS Standard 2165 "Standard for Analysis of Natural Gas Liquids Mixtures by Gas Chromatography". The laboratory will handle the composite samples in accordance with GPA Standard 2174. The laboratory will be responsible for thoroughly mixing and agitating the sample before beginning analysis.
- e. In case the sample analysis is suspect, plant operations will be reviewed to determine if plant operating procedures changed during sampling period. If no operating changes are evident and if there is no other assignable cause for the suspect analysis, then the last two months of acceptable analysis will be averaged and used for the current month's business.

- f. The sample analysis report will include molecular, volume, and weight percent value for the following Components.

N2	-Nitrogen	IC4	-Isobutane
CO2	-Carbon Dioxide	NC4	-Normal Butane
C1	-Methane	IC5	-Isopentane
C2	-Ethane	NC5	-Norman Pentane
C3	-Propane	C6+	-Hexanes Plus

- g. A volume deduction equal to the volume of water and other contaminants present in any Petroleum Products tendered for transportation will be made as appropriate.
  - h. Metering Pressure will be sufficiently above the stream bubble point as to ensure the Petroleum Products remains completely in the liquid phase.
5. Proration of Pipe Line Capacity – When the total volume tendered for shipment by all Shippers is greater than can be transported within the period and between the locations specified by such tenders, Petroleum Products tendered by each Shipper for transportation will be transported between such locations in such quantities, at such times and to the limit of Carrier's operating capacity so as to avoid discrimination (unreasonable performance or prejudice) among Shippers, and so not to adversely affect the reasonable operation of Carrier's facilities.
- a. Each Shipper will provide to Carrier by the twenty-fifty (25th) day of the month a forecast by Plant of the volume of each Component to be tendered for delivery during the following month.
  - b. Allocation of capacity will be based on each Plant's Historical Volume. The Plant's Historical Volume is the total receipts from the Plant during the last twelve complete months prior to the month before the calendar month during which capacity will be prorated. During periods of proration, space will be allocated to each Plant in the respective proportion of the Plant's Historical Volume to the total Historical Volume of all Plants connected to the pipeline.
  - c. Allocations will be given as an average daily volume and will be calculated for the calendar month. Allocated space that is not used will be allocated among the other Plants.
  - d. Any Plant that comes on stream for the first time during periods of allocation or would receive less than five hundred (500) barrels per day of allocation will be given capacity to handle the Plant's production or five hundred (500) barrels per day whichever is less. A maximum of ten percent (10%) of the capacity of the pipeline will be allocated to this class of Plant. If the total aggregate volume from this class of Plant exceeds ten percent (10%) of the capacity of the pipeline, each Plant will receive an equal portion of the ten percent (10%) capacity so allocated.
  - e. The space allocated to Plants under d. above will be deducted from the pipeline capacity prior to applying the allocation to the other Plants connected to the pipeline.

6. Liens and Title - Shipper shall notify carrier when any Petroleum Products tendered for transportation is involved in litigation, disputed ownership, or encumbrance of lien or charge of any kind. In such event, Carrier may refuse to accept and transport such Petroleum Products or may require of the Shipper an indemnity bond to protect it against any and all loss.
7. Liability of Carrier – Carrier while in possession of the Petroleum Products herein described shall not be liable for any loss or damage or delay caused by Acts of God, Acts of the Public Enemy, wars, blockages, insurrections, strikes or differences with workmen, riots, disorders, epidemics, quarantines, landslides, lightning, earthquakes, fires, storms, floods, washouts, civil disturbances, explosions, sabotage, authority of law or of public order, or act of default of Shippers or for any other cause not due to sole negligence of Carrier, whether similar or dissimilar to the causes herein enumerated. In the case of loss of any Petroleum Products from any such causes, Shipper shall bear the loss in such proportion as the amount of its Petroleum Products is to the volumes of all the Petroleum Products then in the custody of Carrier for shipment via the pipeline or other facilities in which the loss or damage occurs, and the Shipper shall be entitled to have delivered only such portion of his shipment as may remain after deduction of his due proportion of such loss, but in such event, Shipper shall be required to pay transportation charges only on the quantity of Petroleum Products actually delivered.
8. Deliveries, Component Balancing and Tenders –
  - a. Carrier will transport Petroleum Products, as defined herein, with reasonable diligence considering the quality of the Petroleum Products, the distance of transportation and other material elements.
  - b. Carrier will deliver a volume of Mix to the Consignee equal to the Net Volume of Receipts, less adjustments provided herein.
  - c. Carrier may require Shippers to submit written tenders in volumetric barrels and notice of its Consignee and point of delivery of its Petroleum Products by the twenty fifth (25<sup>th</sup>) day of the month preceding the month of shipment.
  - d. Each Shipper will be required to furnish his pro rata share of the In Line Inventory. New Shippers will be required to deliver a Net Volume of Mix equal to their pro rata share of the In Line Inventory before any deliveries are made.
  - e. Carrier will furnish to each Shipper a monthly statement of (1) component volumes of Mix received by Carrier for the account of that Shipper, (2) component volumes of Mix delivered for Shipper's account to each Consignee, and (3) volumes by component in inventory.
  - f. Carrier shall minimize the differences in component volumes of Mix which may arise between receipt and delivery due to composition variations.



9. Payment of Transportation and Other Charges – Shipper shall pay Carrier the rate specified for transportation and other lawful charges accruing on Petroleum Products tendered and accepted for shipment based on delivered volumes, if required, shall pay same before delivery. Carrier shall have a lien on all Petroleum Products in its possession to cover charges for transportation, and other lawful charges, and may withhold delivery of Petroleum Products until said charges are paid. Payment must be made by Shipper to Carrier, via Operator, within ten (10) days of invoice.
  
10. Notice of Claims – Notice of Claims for loss, damage or delay in connection with a shipment of Petroleum Products must be in writing to the Carrier within ninety-one (91) days after a reasonable time for delivery shall have elapsed. Suit shall be instituted against Carrier only within two (2) years and one (1) day from the day that notice is given in writing by the Carrier to the Claimant that Carrier has disallowed the claim, or any part or parts thereof specified in the notice.
  
11. Application of Rates – Transportation and all other lawful charges accruing on Petroleum Products accepted for transportation shall be assessed by the Carrier at the rate in effect at the date of delivery to destination. Transportation charges will be billed on the basis of Net Volume delivered.

For Petroleum Products accepted for transportation from any point on Carrier's pipeline not named in this tariff, Carrier will apply the rate published herein for the next more distant point specified in this tariff.

12. Connection Contracts Required – Separate connection contracts in accordance with this tariff and these regulations covering further details may be required of the proposed Shipper before any duty of transportation shall arise. These connection contracts may include information relating to current and future design requirements of the pipeline system

**EXPLANATION OF REFERENCE MARKS:**

- [I] INCREASED**
- [N] NEW**