

Oklahoma C.C. No. 3.3.0
(Cancels Oklahoma C.C. No. 3.2.0)

ETP CRUDE LLC
OKLAHOMA LOCAL PROPORTIONAL TARIFF
CONTAINING
RATES, RULES AND REGULATIONS
GOVERNING THE TRANSPORTATION
OF
PETROLEUM FEEDSTOCKS
FROM
WEST TULSA, TULSA COUNTY, OKLAHOMA
TO
CUSHING, PAYNE COUNTY, OKLAHOMA

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

EFFECTIVE: FEBRUARY 1, 2025

Issued by:
Adam Arthur
EVP – Crude Oil
ETP Crude LLC
1300 Main Street
Houston, TX 77002

Compiled by:
Diane A. Daniels
on behalf of
ETP Crude LLC
1300 Main Street
Houston, TX 77002
(713) 989-7425
tariffs@energytransfer.com

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GENERAL APPLICATION

Petroleum Feedstocks will be transported through the Carrier's facilities only as provided in these rules and regulations.

Item 5 Definitions

"Barrel" means forty-two (42) United States gallons at sixty (60°) degrees Fahrenheit.

"Batch" means a quantity of Petroleum Feedstocks of like specifications moved through the pipeline as an identifiable unit.

"Carrier" means and refers to ETP Crude LLC and other carriers participating therein.

"Consignee" means and refers to the party having ownership of Petroleum Feedstocks transferred to them.

"Consignor" means the party which tendered Petroleum Feedstocks to Carrier.

"Destination" means the facility of Carrier at which Carrier delivers Petroleum Feedstocks out of Carrier's pipeline or terminal not owned by Carrier to which Petroleum Feedstocks is delivered from Carrier's pipeline.

"Inventory Owner" means and refers to the party, either Shipper or Consignee, holding title to Petroleum Feedstocks in Carrier's pipeline.

"Joint Batch" means two or more batches of Petroleum Feedstocks moved as one single identifiable unit which is joined by the Carrier for movement and identification by order and authority of the participating Shippers.

"Origin" means the facility of Carrier at which Carrier receives Petroleum Feedstocks into Carrier's pipeline.

"Origin Release" means the written commitment of a Consignor to schedule a batch of Petroleum Feedstocks into Carrier's facilities.

"Petroleum Feedstocks" means the commodities more specifically defined in Item 10 and meeting the specifications referenced in Item 15 and Item 35.

"Shipment Request" represents a commitment by an established Shipper to receive Petroleum Feedstocks from an Origin point into the Carrier's system.

"Shipper" means the party who contracts with the Carrier for transportation and/or terminalling of Petroleum Feedstocks pursuant to the terms of this tariff.

Item 10 Petroleum Feedstocks Defined

"Petroleum Feedstocks" as used herein means a mixture of indirect liquid products of oil and gas wells, including various gas oils (e.g., atmospheric and vacuum gas oil, coker gas oil, various lube plant grease oil extracts), full range straight run, platformate, light straight run, heavy straight run, lube extracted feedstock, distillates, naphtha, and coker LGO oil as provided in Item 5.

Item 15 Specification Required as to Quality

Carrier reserves the right to reject all Tenders of any part thereof when in Carrier's sole determination the temperature of the Petroleum Feedstock is in excess of one hundred and twenty (120°) degrees Fahrenheit.

No Petroleum Feedstock will be accepted unless its pour point, viscosity, and other properties are such that it will be readily susceptible to transportation through Carrier's facilities and provided it will not adversely affect the quality of Petroleum from other Shippers or cause disadvantage to other Shippers or Carrier.

Item 20 Mixtures

Petroleum Feedstocks will be accepted and transported as a mixture, providing the vapor pressure of the resulting mixture does not exceed that permitted by carrier's facilities and operating conditions.

The rate to be assessed on each portion of any mixture shall be the rate applicable from the Origin at which each is received.

Mixtures will be transported and delivered as Petroleum Feedstocks only. Nothing in this rule is to be construed to waive provisions of Item 25 of this tariff or to require the Carrier to receive, transport, and deliver unmixed indirect products. However, unmixed indirect products may be transported for subsequent mixing with direct products in accordance with this rule where facilities exist and operations permit transporting such indirect products.

Item 25 Measuring and Testing

Petroleum Feedstocks tendered to the Carrier for transportation must be measured and tested by representatives of the Carrier or by automatic equipment approved by the Carrier. The Shipper shall have the privilege of being present or represented at metering and testing.

Item 30 Volume Corrections and Tender Deductions

SECTION A. Quantities will be determined from correctly compiled tank tables or by Carrier approved metering and sampling equipment and adjusted to the temperature of sixty (60°F) degrees Fahrenheit (in accordance with 'ASTM D-1250', Table 6a). The Carrier will deduct the percentage of basic sediment and other impurities as the centrifuge test or other tests as agreed upon may show, and the "net balance", apart from any deductions as described in Section B of this item, shall be the quantity of Petroleum Feedstocks delivered to destination.

SECTION B. Petroleum Feedstock quantities transported may be adjusted to allow for inherent losses, including but not limited to shrinkage, evaporation, interface losses and normal "over and short" losses. Adjustments will be made on the basis of the total quantities transported for each Petroleum Feedstock segregation and shall be based on actual historical experience. No other assessment will be charged to cover transportation.

Item 35 Shipments, Maintenance of Identity

Petroleum Feedstocks will be accepted for transportation only on condition that it may be subject to such changes in gravity or quality while in transit as would result from its mixture with other petroleum in the pipelines or tanks of the Carrier. Carrier shall be under no obligation to deliver the identical Petroleum Feedstocks received but may make delivery out of common stock or out of Carrier's pipeline stream of substantially like Petroleum Feedstocks.

Item 40 Notice of Intent to Ship

A Shipper desiring to tender Petroleum Feedstocks for transportation by the Carrier shall give written notice to the Carrier, in a manner acceptable to the Carrier, prior to the 25th day of the month which precedes the month the Shipper desires to have Petroleum Feedstocks transported.

Notification of intent to ship by the Shipper to the Carrier will include the type of Petroleum Feedstocks to be shipped, the amount of Petroleum Feedstocks to be shipped, and the Origin and Destination(s) of Petroleum Feedstocks. Unless such notification is made, the Carrier shall be under no obligation to accept Petroleum Feedstocks from Shipper. Petroleum Feedstocks will be accepted for transportation only when sufficient Petroleum Feedstocks of the same required specifications is currently available to be tendered through Carrier's facilities.

Item 45 Proration of Pipeline Capacity

When the total volume of the various commodities 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, commodities offered by each 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.

Item 50 Buffer Requirements

Shipper may be required to furnish suitable buffers to accompany a shipment of Petroleum Feedstocks.

Item 55 Acceptance Free from Liens and Charges

The Carrier shall have the right to reject any Petroleum Feedstocks when tendered for shipment which may be involved in litigation, the title of which is in dispute, or which may be encumbered by lien or charge of any kind. Further, Carrier may require of the Consignor proof of his perfect and unencumbered title or a satisfactory indemnity bond.

Item 60 Facilities Required at Origin and Destination

SECTION A. Shipper will provide such facilities at the Origin as are deemed necessary by the Carrier for the operation of the pipeline. Shipments will be accepted for transportation hereunder when Shipper has provided facilities, satisfactory to Carrier, capable of delivering Petroleum Feedstocks into the Origin at pressures and at flow rates required by Carrier.

Shipments will be accepted for transportation hereunder only when, in Carrier's judgment, Shipper or Consignee has provided the necessary facilities at Destination for receiving such shipments without delay at pressures and at flow rates required by Carrier.

SECTION B. In the event Consignor or Consignee fails to provide adequate facilities for receipt at Destination as provided in Section A hereof, Carrier shall have the right, on 24 hours' notice, to divert or re-consign, subject to the rates, rules and regulations applicable from point of Origin to actual final 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 all other applicable lawful charges and necessary expenses of the sale and the expense of caring for and maintaining the Petroleum Feedstocks until disposed of and the balance shall be held for whosoever may be lawfully entitled thereto.

Item 65 Tax Registration

Consignors and Consignees 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 Consignor and Consignee to do so shall not relieve the Consignor or Consignee from the obligation to pay any such tax, levy, or assessment. Any tax, levy, assessment, or other charge imposed by such authority against Carrier as the result of such failure shall be collected by Carrier under the provisions of Item 65.

Item 70 Corrosion Inhibitors

Carrier reserves the right to inject or to require the injection of inhibitors in the Petroleum Feedstocks to be transported.

Item 75 Payment of Transportation and Other Charges

The transportation and all other applicable lawful charges, accruing on Petroleum Feedstocks accepted for transportation, shall be due upon determination of the "net balance" of Petroleum Feedstocks at the Destination. The Shipper shall be responsible for payment of transportation and all other charges applicable to the shipment, and if required shall prepay such charges or furnish guaranty of payment satisfactory to the Carrier. The Carrier shall have a lien on all Petroleum Feedstocks received for transportation to secure the payment of all charges and may withhold delivery of Petroleum Feedstocks until such charges are paid.

If such charges are not paid by the due date stated on the invoice, Carrier shall have the right to assess finance charges on the entire past due balance (including principal and accumulated but unpaid finance charges) until paid in full at the rate equal to one hundred twenty-five percent (125%) of the prime rate of interest charged by Citibank N.A., New York, New York as of the due date or the maximum finance charge rate allowed by law, whichever is less.

Upon default in the payment of the charges of the Carrier when due, or even in the absence of unpaid charges when there shall be a failure to taken Petroleum Feedstocks at the point of Destination and thereby relieve the storage and other facilities of the Carrier, Petroleum Feedstocks may be sold by the Carrier or its representative at public auction after publication for five successive days of notice in a newspaper published in Oklahoma City, Oklahoma of the time and place of sale and the quantity of Petroleum Feedstocks to be sold. The proceeds of sale shall be applied to the payment of the charges of the Carrier, if any, and the balance shall be held for whosoever may be lawfully entitled thereto.

Item 80 Pipeage Contracts Required

Separate pipeage 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.

Item 85 Minimum Batch

The minimum quantity of Petroleum Feedstocks which will be accepted at point of Origin by the Carrier from one Shipper as a segregated batch shall be 15,000 Barrels.

Item 90 Connection Requirements

All proposed receipt or delivery connections must meet minimum Tender, tankage, hourly flow rate conditions, pressures, and metering requirements as they exist at time of requested connection and must also have provisions which will allow for increases to maximum line flow rate and pressure conditions. All proposed connection designs must be approved by Carrier and all costs of connections shall be paid by the connecting party.

Upon arrival at Destination, Petroleum Feedstocks shall be delivered into terminal or other facilities provided by the Consignor or Consignee.

Item 95 Charges for Spill Compensation Acts and Regulations

In addition to the transportation charges and all other charges accruing on Petroleum Feedstocks accepted for transportation, a per Barrel charge will be assessed and collected in the amount of any tax, fee, or other charge levied against Carrier in connection with such Petroleum Feedstocks 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 Feedstocks 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.

Item 100 Duty of Carrier

The Carrier shall, subject to Item 90, accept at the Origin, transport, and deliver into terminal facilities at Destination with reasonable diligence the quantity of Petroleum Feedstocks accepted for transportation, considering the quality of the Petroleum Feedstocks, the distance of transportation, and other material elements. In the event of non-delivery due to interface cuts or other operating losses, the Carrier shall have the right to satisfy any claim by product replacement or cash payment.

Item 105 Liability of Carrier

The Carrier shall not be liable for any delay in transportation or terminalling services or loss of Petroleum Feedstocks caused by acts of God; storm, flood, extreme weather, fire, explosion; war, invasion, hostilities, rebellion, insurrection, 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, or inaccuracy; 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 or any cause reasonably beyond the control 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 or Consignee 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 or Consignees showing the apportionment of the loss among the Shippers or Consignees involved.

Carrier will accept, transport, and deliver Petroleum Feedstocks with reasonable diligence and dispatch, but will not be liable for delays in transportation of Petroleum Feedstocks to a particular market.

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

Item 110 Claims and Times for Filing

Claim for any delay, damage to or loss of Petroleum Feedstocks must be made in writing to the Carrier within nine (9) months after delivery from the Carrier's facilities of the shipment involved at the Destination to which such shipment was consigned, or in case of failure by Carrier to deliver, then within nine (9) months after the date upon which delivery would have reasonably been completed by Carrier. Such written claim, as aforesaid, shall be a condition precedent to any suit.

Suit for any delay, damage to, or loss of Petroleum Feedstocks must be instituted within two (2) years and one (1) day after notice in writing is given by the Carrier to the claimant that the Carrier has disallowed the claim or any part thereof specified in the notice.

Claims or suits for delay, damage to or loss of Petroleum Feedstocks not filed in accordance with the foregoing provisions will not be paid and Carrier will not be liable.

TABLE OF RATES

TRUNK RATE		
Rate in Cents per Barrel of 42 U.S. Gallons		
FROM	TO	RATE
West Tulsa, Tulsa County, OK (Holly West Refinery)	Cushing, Payne County, OK	[I] 60.2

Explanation of Reference Marks

[I] Increased