FERC No. 18.24.1 Amends FERC No. 18.24.0 (Cancels FERC No. 18.23.0)

SKELLY BELVIEU PIPELINE COMPANY, L.L.C.

Containing the Rates, Rules, and Regulations Governing the Interstate Transportation by Pipeline of

NATURAL GAS LIQUIDS

As Defined Herein

[N] <u>Issued under the authority of 18 CFR §342.3 (Indexing) and 342.4(c) (Settlement Rates).</u>

[N] SPECIAL PERMISSION REQUESTED

<u>Issued on less than thirty (30) days' notice under the authority of 18 CFR § 341.14. This tariff publication is conditionally accepted subject to refund pending a 30 day review period.</u>

[C]Filed in compliance with 18 CFR § 341.3 - Form of Tariff.

Rates herein are governed by the Rules and Regulations published herein.

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

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RULES AND REGULATIONS

ITEM 1 - GENERAL APPLICATION OF TARIFF

Carrier will transport Product, only as defined herein, by pipeline from the point of origin to the destination named herein, only as provided in these rules and regulations.

ITEM 5 - DEFINITIONS

Barrel - means forty-two (42) United States gallons equivalent liquid volume at sixty degrees Fahrenheit (60°F) and equilibrium vapor pressure, determined as prescribed in Item 35 (Measurement).

Carrier - means and refers to Skelly Belvieu Pipeline Company, L.L.C.

Consignee - means the party having ownership of Product transferred to them.

Consignor - means the party which tendered Product to Carrier.

Contract Shipper - means any shipper with whom Carrier has executed a TSA.

Contract Volume - means the volume of Product that a Contract Shipper has contracted for under its TSA.

Expansion Capacity - means 90% of the additional capacity created by the expansion project that was the subject of the open season that began on October 19, 2011.

Natural Gas Liquids - means Product as defined herein.

Nomination – means 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.

Product - means Ethane Propane Mix, Isobutane, Normal Butane, Propane, Propylene Propane Mix, all purity mixtures thereof, and Y Grade (demethanized raw mixture of natural gas liquids), in all instances meeting the deliverability requirements set out in Item 15 of this tariff.

Shipper(s) - means any party or parties who give notice to transport Product under the provisions outlined in this tariff.

Transportation Services Agreement or "TSA" - means an agreement, executed by a Contract Shipper and Carrier for transportation using the Expansion Capacity.

ITEM 10 - SCHEDULING OF SHIPMENTS

Shipper desiring to originate Product shall furnish Carrier a Nomination by the 15th day of the month prior to the calendar month in which Shipper desires transportation. 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.

Carrier shall be entitled to use the unutilized capacity of the Expansion Capacity to accommodate volumes nominated by:

- First, to other Contract Shippers, on a pro rata basis, without any reduction in the monthly payment payable by any Contract Shipper that has failed to Nominate up to its Contract Volume.
- Next, if available Expansion Capacity still exists, to Shippers (excluding a Contract Shipper that has met its monthly Contract Volumes during the term of its TSA).

ITEM 15 - PRODUCT ACCEPTANCE SPECIFICATIONS

No Product will be accepted for transportation except good merchantable Product meeting the specifications uniformly established by Carrier and which will not materially affect the quality of shipments within the fungible Product stream being transported, or cause a disadvantage to any other Shipper. All tenders of Y Grade must evidence a typical specific gravity of 0.525 or less. Consignor and Shipper warrant to Carrier that any Product tendered to Carrier will conform with the specifications for such Product and is merchantable. If, upon investigation, Carrier determines that a Shipper has delivered to Carrier's facilities Product that does not meet Carrier's Product specifications, or that has contaminated the common fungible stream rendering all or a portion of the fungible Product stream undeliverable, Carrier reserves the right to treat or otherwise dispose of the contaminated Product in any reasonable commercial manner and at Shipper's sole expense. Carrier reserves the right to refuse to accept any Product that does not meet the foregoing acceptance requirements. If Shipper provides Product which is tested and found to contain contaminant(s), Carrier will collect from Shipper its actual testing, treating and handling charges plus an additional 100 cents per Barrel penalty charge on the volume transported. Product specifications entitled "Skelly-Belvieu Pipeline Natural Gas Liquids Specifications" and dated March 1, 2020, which can be modified from time to time with notice to all Shippers, can be found at the public website: https://www.enterpriseproducts.com/customers/tariff-information/tariff-documents.

ITEM 20 - SIZE OF SHIPMENTS

A minimum scheduled delivery volume of ten thousand (10,000) Barrels or more of the same quality and specifications shall be required on all Product(s). To prevent inconvenience to the rights of other Shippers, Carrier may reduce a Shipper's scheduled volume if such Shipper fails to have Product available for shipment when scheduled or if such Shipper is unable to maintain sufficient flow rates so as to enable Carrier to utilize the maximum pipeline capacity.

ITEM 25 - ORIGIN AND DESTINATION FACILITIES

Product shall be accepted by Carrier 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. Satisfactory evidence of the availability of such facilities may be required by Carrier before any obligation to furnish transportation shall arise.

ITEM 30 - TESTING

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 pipeline. Carrier may 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.

ITEM 35 - MEASUREMENT AND VOLUME CORRECTIONS

Except as otherwise provided, no charge shall be made by Carrier for metering Product upon receipt and delivery. Observed volumes of mixed Products shall be corrected to net component volumes at sixty degrees Fahrenheit (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, and shall be computed by the method prescribed by the latest edition of Gas Processor Association Publication No. 8173. Observed volumes of purity Products at operating pressures and temperatures shall be corrected to net volume at sixty degrees Fahrenheit (60° F) and equilibrium vapor pressure in accordance with the latest API standards. When delivery is to Mont Belvieu Station in Chambers County, Texas, Carrier may adjust any overage or shortage of Products with Shippers to allow for inherent losses or gains, including but not limited to shrinkage, evaporation, interface mixture, Product measurements and other physical losses not due to negligence of Carrier. The adjustments for both losses and gains will be allocated on a monthly basis to each Shipper based upon their proportional share of deliveries by Product to the Mont Belvieu Station.

ITEM 40 - IDENTITY OF SHIPMENTS

Carrier may not maintain the identity of Product shipments and may commingle Product received from the origin shown herein into a common fungible stream. Carrier reserves the right at any time to substitute and deliver Product of the same character as the Product shipped.

ITEM 45 - PRORATION OF PIPELINE CAPACITY

In the event Shippers' total requirements are greater than can be currently handled by Carrier, Carrier shall prorate available capacity so as to avoid discrimination among Shippers. The details of this procedure are set out in the following paragraphs.

Purpose of Policy

To allow Carrier to equitably allocate line capacity to all Shippers during any month for which Nominations for that month exceed capacity.

Definitions

Proration Month - is the calendar month for which space is being allocated.

Calculation Month - is the calendar month just preceding the Proration Month for which space is being allocated.

Base Period - is the 12 calendar month period just preceding the Calculation Month. Individual months within the Base Period are designated by Nos. 1 through 12, with "Month 1" being the most recent Base Period month and "Month 12" being the oldest Base Period month.

New Shipper - is any Shipper who is not a Regular Shipper.

Regular Shipper - is any Shipper (excluding a Contract Shipper solely to the extent of its Contract Volumes during the term of its TSA) which individually had a record of movements of Product(s) in any eight (8) of Months 1 through 12; provided, however, that, in the case of a Contract Shipper, its historical volume for the first month beyond the first ten (10) years of the term of its TSA shall be deemed to be that Shipper's Contract Volume for the last Month of the first ten (10) years of the term.

Base Shipments - are the average monthly movements over a line segment by a Regular Shipper during the Base Period. Base Shipments will be calculated by dividing the total movements by a Regular Shipper during the Base Period by 12.

Affiliated Shipper - means any Regular Shipper that is a business affiliate of another Regular Shipper or other Regular Shippers. As used herein, the term "business affiliate" means where the power to direct the management or policies of multiple Regular Shipper(s) is owned or controlled by the same parties.

Forecast Volumes - means the total of all Nominations for a given calendar month. If it appears to Carrier that it will be necessary to allocate pipeline space for an extended period of time, Carrier may request Shippers to furnish in writing monthly forecasts of volumes to be shipped during the forward 24 calendar months. Carrier will carefully examine all Nominations and forecasts using every means available to ensure that they are true and realistic and will challenge any Forecast Volumes which appear to be inflated.

Affiliated Shippers Procedure

- Upon written request from a Regular Shipper and participating Affiliated Shipper(s), a Regular Shipper and its Affiliated Shipper(s) may assign Base Shipments to each other subject to approval by Carrier which shall not be unreasonably withheld.
- A Regular Shipper and its Affiliated Shipper(s) may aggregate allocated capacity with that of each other.
- A Regular Shipper and its Affiliated Shipper(s) may authorize each other to ship Product under each others name.

Proration Procedure

When Forecast Volumes for any month exceed the capacity, space shall be allocated among Shippers in that segment by the following procedure:

- 1. Each Contract Shipper shall first be allocated its Nomination, up to its Contract Volume, provided that if the sum of all Nominations by Contract Shippers exceeds the currently available capacity, the allocated volumes of such Contract Shippers will be reduced pro rata based on the ratio of their respective Contract Volumes.
- 2. Next, if any capacity remains, the Forecast Volumes for each Regular Shipper and each New Shipper shall be, totaled and divided into the remaining line capacity. The resultant fraction will be the "proration factor."
- 3. Each New Shipper shall then be allocated capacity equal to its Forecast Volumes, up to a maximum of 50,000 Barrels for each Proration Month, multiplied by the proration factor until the total Barrels received by all New Shippers reach a maximum of five percent (5%) of the remaining capacity. If total aggregate volumes from New Shippers exceed five

- percent (5%) of the remaining capacity of the pipeline, each New Shipper will receive an equal portion of five percent (5%) of the capacity.
- 4. Next, any remaining capacity shall be allocated among Regular Shippers in proportion to their Base Shipments, provided, under no circumstances, shall shipments by Regular Shippers using Expansion Capacity be included in their Base Shipments.
- 5. In the event any Shipper(s) is (are) allocated more capacity than its (their) forecast requirement, the excess of its (their) allocation(s) over its (their) forecast(s) will be reallocated among all other Shippers in proportion to their unsatisfied requirements (i.e., each Shipper's forecast minus initial allocation).

In calculating Shippers' space, a Product other than ethane-propane mix will be converted to its "ethane propane mix equivalent" to recognize the differing pumping characteristics of such Products as compared to ethane propane mix. Products will be converted to ethane propane mix equivalents by multiplying Product volumes by 1.60 for isobutane and normal butane, and by 1.22 for propane, propylene-propane mix and Y Grade. Each previous 12 month period volume will be converted to ethane propane mix equivalent Barrels and all allocated pipeline capacity will be in terms of ethane propane mix equivalent Barrels.

Proration Penalty

To penalize inflation of Shippers' Nominations, a Shipper's space allocation for the next Proration Month will be reduced by the amount of allocated throughput not shipped in the preceding Proration Month, unless such failure to use allocated throughput is excused by force majeure. For this purpose "force majeure" means any of the following which directly affects or involves facilities used in the Production of Product, and from which facilities Product has been tendered for shipment under this tariff during any eight (8) of Months 1 through 12 of the Base Period: acts of God, storm, flood, extreme weather, fire, explosions, acts of war, quarantine, authority of law, strikes, riots, or breakdown of machinery or equipment.

Use of Space Allocated to Shipper

Space allocated to a Shipper may neither be assigned to nor used for the benefit of another Shipper other than an Affiliated Shipper. Upon request of Carrier, a responsible official of a Shipper's company may be required to give assurances to Carrier that this provision has not been violated. In the event such provision is violated, the allocated space for all Shippers involved in the violation shall be reduced by the amount of the unauthorized space obtained; the reduction being effective for the remainder of the current month as well as for the next month of proration for which pipeline capacity has not yet been allocated. Carrier may reallocate the space so withdrawn.

ITEM 50 - PAYMENT OF CARRIER CHARGES

The Shipper shall pay all transportation and other lawful charges accruing on Product delivered to and accepted by Carrier for shipment by the due date stated in carrier's invoice (see Item 80), and if required by Carrier, shall prepay the same before delivery at point of origin. Carrier shall have a lien on all Product in its possession belonging to Shipper to secure the payment of any and all unpaid transportation, or any lawful charges that are due Carrier, that are unpaid by Shipper, and may withhold such Product from delivery until all unpaid charges have been paid. Carrier reserves the right to set off any such charges against any monies owed to Shipper by Carrier or any Products of Shipper in Carrier's custody. If said charges remain unpaid ten (10) days after the due date therefore, 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.

Notwithstanding the foregoing, in the event that a Contract Shipper fails to tender in any given month a volume of Product that is at least equal to the Contract Volume of such Contract Shipper during the term of its TSA, it shall pay to Carrier the monthly payment as determined in accordance with Section 4.2 of the TSA of such Contract Shipper.

ITEM 55 - ACCEPTANCE FREE FROM LIENS AND CHARGES

When any Product tendered for transportation is involved in litigation, a dispute over ownership or title, or encumbered by a lien or charge of any kind, the Shipper shall so advise Carrier in writing not less than five (5) business days before tendering for shipment. Carrier may refuse receipt of delivery of the Product unless Shipper provides proof of marketable and unencumbered title or a satisfactory indemnity bond equal to the value of the Product.

ITEM 60 - LIABILITY OF CARRIER

Carrier shall not be liable for any delay in delivery of or any loss of Product caused by acts of God, storm, flood, extreme weather, fire, explosion, by acts of war, quarantine, authority of law, strikes, riots, by breakdown or accident to machinery or equipment, or by act of default of Shipper, Consignor or Consignee, or resulting from any other cause reasonably beyond the control of Carrier and 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 such Consignee's proportion as above determined of such loss. Carrier shall prepare and submit a statement to Shippers and Consignee showing the apportionment of any such loss.

ITEM 65 - CLAIMS-TIME FOR FILING

Notice of claims for delay, 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 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 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 70 - SCHEDULING OF DELIVERY

When Shippers request delivery from the pipeline at a destination of 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 75 - PIPEAGE AGREEMENT

Carrier may require separate agreements in accordance with this tariff and these regulations covering further details before any duty for transportation shall arise.

ITEM 80 - APPLICATION OF RATES

- 1. Prior to making any shipment under the provisions of this tariff, Shipper must deliver to Carrier a Nomination stating Shipper's intention to ship a forecasted volume, in accordance with Item 10.
- The Rates set forth in Items 90 through 110 apply to all Products shipped under this tariff.
- 3. Carrier shall provide invoices through the Customer Information Solution (CIS) or successor system. Shipper shall pay the applicable transportation and other lawful charges via wire transfer as provided in Item 50.

RATES

[I] Increase. All rates on this page are increased

ITEM 90 - ETHANE-PROPANE MIX

FROM	то	Rate In Dollars Per Barrel of 42 United States Gallons
Skellytown Station (Carson County, Texas)	Mont Belvieu Station (Chambers County, Texas)	\$2.4537

ITEM 95 - ISOBUTANE AND NORMAL BUTANE

FROM	то	Rate In Dollars Per Barrel of 42 United States Gallons
Skellytown Station (Carson County, Texas)	Mont Belvieu Station (Chambers County, Texas)	\$2.6033

ITEM 100 - PROPANE AND PROPYLENE-PROPANE MIX

FROM	то	Rate In Dollars Per Barrel of 42 United States Gallons
Skellytown Station (Carson County, Texas)	Mont Belvieu Station (Chambers County, Texas)	\$2.5386

ITEM 105 - Y GRADE

FROM	то	Rate In Dollars Per Barrel of 42 United States Gallons
Skellytown Station (Carson County, Texas)	Mont Belvieu Station (Chambers County, Texas)	\$2.6033

ITEM 110 – ETHANE-PROPANE MIX CONTRACT SHIPPER RATES

The rate published under this Item is stated on an equivalent ethane-propane mix basis, and is available only to any Contract Shipper who has executed a TSA with Carrier.

FROM	то	Rate In Dollars Per Barrel of 42 United States Gallons
Skellytown Station (Carson County, Texas)	Mont Belvieu Station (Chambers County, Texas)	\$3.3604

EXPLANATION OF ABBREVIATIONS

API – American Petroleum Institute F.E.R.C. – Federal Energy Regulatory Commission

EXPLANATION OF REFERENCE MARKS

[C] Cancel

[I] Increase

[N] New

[U] Unchanged rate