

**F.E.R.C. No. 180.13.0**  
(Cancels F.E.R.C. No. 180.12.0)

# **MAGELLAN PIPELINE COMPANY, L.P.**

## **LOCAL AND JOINT**

### **RESERVED CAPACITY PIPELINE TARIFF**

APPLYING ON THE TRANSPORTATION OF

### **PETROLEUM PRODUCTS**

### **MPL SOUTH**

TO POINTS NAMED HEREIN

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Issued under authority of 18 CFR 342.4(c) (settlement). The reserved capacity service provided herein is at a premium rate above applicable base rates.

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Governed, except as otherwise provided herein, by rules and regulations published in Magellan Pipeline Company, L.P.'s F.E.R.C. No. **[W]** ~~158.34.0~~ ~~158.33.0~~, supplements thereto and reissues thereof.

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The rates named in this Tariff are expressed in cents a barrel of 42 U.S. Gallons and are subject to change as provided by law.

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The matter published herein will have no adverse effect on the quality of the human environment.

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**ISSUED: May 30, 2024**

**EFFECTIVE: July 1, 2024**

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MAGELLAN PIPELINE COMPANY, L.P.

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**ITEM NO. 100****RESERVED CAPACITY PROGRAM**

**From:** Galena Park, TX and/or East Houston, TX, Pasadena TX, Port Arthur, TX, Texas City, TX

**To:** El Paso, TX-MPL ☉; El Paso, TX-Offline (Western) ☉; El Paso, TX-Frontera Juarez PL; El Paso, TX-SFPP, LP (Kinder Morgan PL)

**1. Definitions**

“Base Rate” means the non-incentive rate charged by MPL for transportation of Products from the Origins to the El Paso destinations.

“Carrier” or “MPL” means Magellan Pipeline Company, L.P.

“Final Monthly Reserved Capacity” shall equal the Term Shipper’s actual monthly nomination, to a maximum level of 150% of the Nominal Monthly Reserved Capacity.

“Final Monthly Volume Commitment” shall equal the greater of the Final Monthly Reserved Capacity and the Nominal Monthly Reserved Capacity”.

“Force Majeure” means any cause, event or circumstance of whatever nature which is not within the reasonable control of the party claiming to be adversely affected thereby including, but not limited to, acts of God or public enemy, the elements, fire, accident, explosions, freezing, breakdowns, strikes, other industrial, civil or public disturbance, inability to obtain permits or labor, or any laws, rules, regulations, acts, prohibition or restraints of any government or governmental body or authority, civil or military. The term “Force Majeure” shall not include or excuse any of the following: (a) Reductions in volumes of product transported for Shipper due to pipeline allocations; (b) Shipper’s decision to cease, or materially reduce or change its operations in the market area served by the Carrier’s system; (c) financial condition or the obligation to pay money that has become due; or (d) notwithstanding anything to the contrary contained herein, changes in rules, regulations or laws by any federal, state or local governmental agency or regulatory body of the United States.

“Nominal Monthly Reserved Capacity” shall equal the applicable Daily Average Reserved Capacity chosen by Term Shipper from paragraph 3, multiplied by the number of calendar days in the applicable month.

“Term Shipper”: Any Shipper and/or inventory owner who signs a prior written commitment during the Open Season Period referenced in paragraph 3 of this Item.

**2. Origin and Destination**

Rates set forth in this Item apply to shipments of Petroleum Products from Origins defined as Galena Park, TX and/or East Houston, TX Pasadena, TX, Port Arthur, TX, or Texas City, TX to any of the destinations defined as El Paso, TX-MPL ☉; El Paso, TX-Offline (Western) ☉; El Paso, TX-Frontera Juarez PL; El Paso, TX – SFPP, LP (Kinder Morgan PL).

**3. Throughput Commitment**

Any Shipper desiring to participate in the Reserved Capacity Program, as set forth herein, must have entered into a prior written commitment with Carrier during the Open Season Period which ended in December of 2011.

- Upon entering into the prior written commitment by both the Carrier and Shipper, Shipper will be categorized as a Term Shipper for this program set forth herein.
- The commencement date of the Minimum Volume Commitment level selected by the Shipper shall be the “Effective Date” of the prior written commitment between Carrier and Term Shipper.

Shippers shall select one of the following Minimum Shipper Commitment Volume levels:

Program	Daily Average Reserved Capacity (BPD)	Minimum Volume Commitment (bbls/year)	Term (years)
Level 1	5,000	1.8 million barrels	5
Level 2	10,000	3.6 million barrels	8
Level 3	21,500	7.8 million barrels	11

4. **Available Capacity**

The maximum Daily Average Reserved Capacity for all Shippers shall be 35,000 barrels per day (the "Pipeline Volume Available"). In the event the aggregate of all Shippers' requests for Reserved Capacity during the [C] the first sixty days following the Effective Date of this Tariff exceeds the Pipeline Volume Available under this Item, each Shipper's commitment volume will be prorated.

5. **Rates**

[I] Increase. All rates in this table are increased.

TO	FROM	LEVEL 1	LEVEL 2	LEVEL 3
El Paso, TX (MPL) ② El Paso, TX-SFPP (Kinder Morgan) El Paso, TX-Frontera - Juarez; El Paso, TX-offline (Western) ②	Galena Park, TX and/or East Houston, TX	709.46	630.32	552.19
	Pasadena, TX <sup>Note 1</sup>	750.89	671.79	587.73
	Port Arthur, TX <sup>Note 1</sup>	818.40	739.29	646.49
	Texas City, TX <sup>Note 1</sup>	799.04	719.92	625.52

Escalation of the tariff rates in this Section 5 will be maintained at a premium rate above the Base rate. Level 3 commitment rate shall be equal to the sum of the Base Rate plus one cent (\$0.01) per barrel.

6. **Nominations and Proration**

A Term Shipper must submit its monthly nomination in accordance with the provisions of Item 45 of MPL's F.E.R.C. No. [W] 158.34.0 ~~158.33.0~~, supplements thereto and reissues thereof. This nomination will establish the Final Monthly Reserved Capacity.

Term Shipper's volume commitment for that month will equal the Final Monthly Volume Commitment. The Final Monthly Reserved Capacity shall not be subject to prorationing except in the event Carrier is rendered unable to transport said nomination because of an event of Force Majeure. If a Shipper's nomination exceeds 150% of its Nominal Monthly Reserved Capacity, then the portion of volume in excess of the 150% will be deemed to have been nominated as a "Spot Shipper" under the provisions of MPL's F.E.R.C. No. [W] 158.34.0 ~~158.33.0~~, supplements thereto and reissues thereof, and will be subject to proration as stated in Item 50 of that tariff. Additionally, the volume in excess of 150% of the Nominal Monthly Reserved Capacity will be shipped under the Base Rate.

7. Carrier will invoice the Term Shipper at the rates set out in Paragraph 5 of this item, at the time of shipment.

8. In addition to the terms and conditions contained in this item, all applicable charges, rules and regulations in MPL's F.E.R.C. No. **[W]** 158.34.0 ~~158.33.0~~, and/or Texas No. **[W]** 49.23.0 ~~49.22.0~~ supplements thereto and reissues thereof, shall apply.

9. In the event Carrier is unable to transport the Term Shipper's Final Monthly Reserved Capacity because of a Force Majeure event, Carrier will reduce the Term Shipper's Final Monthly Reserved Capacity nomination by the same percentage as it reduces the nominations of all other Shippers and Term Shippers for each day the Carrier is unable to provide timely service. The reduction of the Final Monthly Reserved Capacity for Term Shippers in this event will be based on their respective, proportional shares of total available capacity of the pipeline.

10. In the event Shipper experiences a Force Majeure event that delays delivery of product to Carrier at a point of Origin, Carrier may, at its sole discretion, upon written notification of circumstances from Shipper, extend the applicable Commitment Term. Such extension period(s) shall in no event, individually or cumulatively, exceed a total of (90) days over the Commitment Term.

11. Term Shipper will be given credit against its Final Monthly Volume Commitment for each barrel that Term Shipper ships on Carrier's pipeline system, from Carrier's Origins defined in Item 200, F.E.R.C. No. **[W]** 161.57.0 ~~161.54.0~~, any supplements thereto and reissues thereof, and delivered to the listed Destinations defined in this Item.

12. In the event that a Term Shipper's actual volume delivered to an Origin for shipment in any month, including any volumes allowed pursuant to paragraph 11 above, is less than the Final Monthly Volume Commitment for such month, the Term Shipper will pay to Carrier a deficiency equal to (a) the difference between that month's Final Monthly Volume Commitment and the actual volumes delivered to an Origin for shipment, multiplied by (b) the applicable Term Shipper's Reserved Capacity Rate from Origin Galena Park, TX and/or East Houston defined in paragraph 5 of this item. This deficiency payment will be credited to Term Shipper as prepaid transportation, on a dollar for dollar basis to be used toward the Term Shipper's payment obligation for its shipments in any subsequent month for volumes shipped that exceed the Final Monthly Volume Commitment for that month. The value of the pre-paid transportation shall not be greater than six times the Term Shipper's applicable Nominal Monthly Reserved Capacity times the applicable Term Shipper's Reserved Capacity Rate, at the end of any month during the Term Shipper's applicable Term, otherwise the excess pre-paid transportation shall become sole property of Carrier.

**Note 1:** Any movements from the origins of Pasadena, TX, Port Arthur, TX or Texas City, will only have reserved capacity on the route from MPL East Houston, TX and/or Galena Park, TX to the listed Destinations.

#### **PARTICIPATING CARRIERS**

Phillips 66 Carrier LLC  
Explorer Pipeline Company

#### **EXPLANATION OF REFERENCE MARKS**

<b>[C]</b>	Cancel
<b>[D]</b>	Decrease
<b>[I]</b>	Increase
<b>[N]</b>	New
<b>[U]</b>	Unchanged
<b>[W]</b>	Change in wording only
Ⓢ	Texas Intrastate Move