

# ONEOK North System, L.L.C.

## Local Pipe Line Tariff

CONTAINING

## RATES, RULES AND REGULATIONS

Governing the Interstate Transportation and Handling

OF

## PRODUCT

Transported by Pipeline

FROM AND TO POINTS NAMED HEREIN

This tariff is filed in compliance with 18 C.F.R. § 342.3, Indexing.

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Service under this tariff is available during the line Reversal Period as defined in Item 1. The rates named in this tariff are expressed in cents per barrel of forty-two (42) United States gallons and are subject to change as provided by law and also to the Rules and Regulations published herein, supplements hereto and reissues hereof.

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

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## **GENERAL APPLICATION OF TARIFF**

The services covered by this tariff, that is, the transportation and handling of Product between the origin and destination points named herein shall be provided only in accordance with the General Rules and Regulations published herein.

## **GENERAL RULES AND REGULATIONS**

### **ITEM 1 – DEFINITIONS**

Barrel – The volume of Product contained in a barrel as used herein shall consist of Forty-two (42) United States gallons at sixty degrees (60°) Fahrenheit and equilibrium vapor pressure.

Carrier – ONEOK North System, L.L.C. (ONEOK)

Product – Refinery Grade Butane and Natural Gasoline

Reversal Period – The period from March 15 through September 15 of each calendar year. Carrier may, at its sole discretion, elect to accept shipments outside of the reversal period.

Shipper – The party or parties who contract with Carrier for the transportation of a shipment of Product under the terms of this tariff

### **ITEM 5 – SHIPMENT ACCEPTABILITY**

Carrier is engaged in the transportation of Product as herein defined and will not accept any other commodity for transportation under this tariff. Product will be accepted for transportation only at such time Carrier is engaged in the transportation of Product as herein defined and will not accept any other commodity for transportation under this tariff. Product will be accepted for transportation only at such time as Product of the same quality and specifications are currently being transported or scheduled to be transported from receiving point to terminal point. Carrier will transport Product as defined herein with reasonable diligence, considering the quality of such Product, the distance of transportation and other material elements.

### **ITEM 10 – SCHEDULING SHIPMENTS**

Carrier will transport and deliver Products with reasonable diligence and dispatch considering the quantity and quality of the Products, the distance of transportation, safety of operations, and other material factors, but will accept no Product to be transported in time for any particular market.

### **ITEM 15 – FACILITIES AT ORIGIN AND DESTINATION**

Carrier will provide such facilities at the points of origin and destination as it deems necessary for the operation of the pipeline. Shipments will be accepted for transportation hereunder only when Shipper has provided facilities at the points of origin and destination which are capable of delivering Product or receiving Product at pressures, temperatures and pumping rates required by Carrier.

### **ITEM 20 – MINIMUM SHIPMENT**

A minimum shipment of twenty thousand (20,000) Barrels of the same quality and specifications of Product shall be required for transportation at one point of origin from one Shipper; provided however, Carrier may elect to accept a smaller shipment, but such shipment may be received subject to delay, at Carrier's discretion, until Carrier has accumulated at the same point of origin twenty thousand (20,000) Barrels of Product of the same specifications from the same or other Shippers.

### **ITEM 35 – TESTING**

Carrier may require Shipper to furnish a certificate setting forth in detail specifications of each shipment of Product offered for transportation hereunder, and Shipper shall be liable for any contamination or damage to other Product in Carrier's custody, or to Carrier's pipeline or other facilities caused by failure of the Product tendered to meet the specifications stated in Shipper's certificate; however, Carrier may, but shall not be required to, sample and/or test any shipment prior to acceptance or during receipt of shipment, and, in the event of variance between the specifications contained in said certificate and the specifications indicated by Carrier's test, Carrier's test results shall prevail and be determinative as to whether the shipment meets Carrier's required specifications.

### **ITEM 40 – MEASUREMENT**

All Products will be measured at the time of receipt and delivery by Carrier in accordance with applicable Carrier and industry accepted practices and procedures. All measurements and tests shall be performed by the Carrier, but Shipper or its representative may be present to witness such measurements and tests. All measurements and tests performed by Carrier shall be determinative unless they are contested within 90 days of receipt of appropriate documentation by Shipper.

### **ITEM 45 – IDENTITY OF SHIPMENTS**

Carrier will not maintain identity of Product shipments but will deliver from its common stream. Carrier shall have the right to treat all Product as fungible, without limitation, and shall have the right to blend one Product with a different Product as long as the Product delivered to Shipper at the destination point meets the requirements of Item 5.

### **ITEM 46 – NOTICE OF TENDERS**

Products for shipment through the line of Carrier will be received only on properly executed tenders from the Shipper showing the point at which the Products are to be received, point of delivery, Consignee and amount of Products to be transported.

Any Shipper desiring to tender Product for transportation shall make such tender to Carrier in writing on or before the tenth (10<sup>th</sup>) day of the month preceding the month during which the transportation under the tender is to begin, on forms which will be supplied by the Carrier upon request; except that, if space is available for current movement, a Shipper may tender Product for transportation after the tenth (10<sup>th</sup>) day of the month preceding the month during which the transportation under the tender is to begin.

### **ITEM 50 – PRODUCT SUBJECT TO LIENS OR INVOLVED IN LITIGATION**

Carrier shall have the right to reject any Product offered for transportation which may be involved in litigation, or the title of which may be in dispute, or which may be encumbered by a lien or charge of any kind, and Carrier may require of the Shipper satisfactory evidence of Shipper's perfect and unencumbered title and/or satisfactory bond indemnifying Carrier against any and all loss.

### **ITEM 55 – PAYMENT OF CARRIER CHARGES AND CARRIER'S LIEN**

Transportation fees and all other lawful charges accruing on Product accepted for transportation shall be assessed by Carrier at the rates specified herein on the basis of quantities of Product received at the origin point; Shippers payment for all applicable charges shall be considered due upon presentation of statement of charges from Carrier. Carrier may require Shipper to make full or partial prepayment of transportation charges, letter of credit, or require any other method of insuring payment deemed appropriate by Carrier at the time of Carrier's acceptance for transportation, or before release of Product from the custody of Carrier.

Carrier shall have a lien on all Products in its custody belonging to Shipper to secure payment of all unpaid transportation charges and any other lawful charges due from Shipper to Carrier; and Carrier may withhold all or a portion of said Product from delivery until all charges have been paid.

If such charges remain unpaid, Carrier, or Carrier's agent, shall have the right to sell such Products at public or private sale, on any day not a legal holiday and upon not less than seventy-two (72) hours notice to Shipper. Said notice to Shipper shall include the time and place of the sale, and the quantity and location of the Product to be sold. All notices required under this Item 55 shall become effective at the time and date when Carrier tenders notice to Shipper. From the proceeds of the sale, the transportation and all other lawful charges due from Shipper to Carrier, including the expenses incidental to the sale, shall be paid and the balance, if any, shall be remitted to the Shipper. Should the proceeds of such sale be insufficient to pay the transportation and other lawful charges, including expenses of sale, due from Shipper to Carrier, then Shipper shall remain liable to Carrier for the unpaid balance.

In addition to the other remedies available to Carrier in this Item 55, Carrier shall also 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. Carrier reserves the right to set-off any charges due Carrier by Shipper against any monies owed to Shipper by Carrier or any Products of Shipper in Carrier's custody.

For the purposes of this Item 55, Products shall mean all of Shipper's liquefied petroleum Products in Carrier's custody.

All notices required under this Item 55 shall become effective at time and date when Carrier tenders notice to Shipper.

#### **ITEM 61 – FAILURE TO TAKE DELIVERY AT DESTINATION**

Shipper shall remove Product, or cause Product to be removed, from Carrier's facilities following transportation to a nominated destination. In the event failure to remove Product threatens or prevents delivery of succeeding shipments into or out of Carrier's facilities, and/or threatens or causes congestion at Carrier's terminals, Carrier shall have the right, after using reasonable efforts to notify Shipper, without liability to Shipper, to make such sale or disposition of unremoved Product as is necessary for the efficient operation of the pipeline, and Shipper shall pay Carrier all charges associated with such sale or disposition the same as if Shipper had authorized such, together with any associated additional costs and damages borne or incurred by Carrier. If Carrier sells such Product, Carrier will remit the proceeds therefrom, less its cost of selling the Product and all other associated costs and damages borne or incurred by Carrier, to Shipper.

Following the notice as described above in Item No. 61, in addition to any remedy available to Carrier, Shipper will pay a penalty charge in the event Shipper fails to remove Product from Carrier's pipeline and that failure prevents the movement of succeeding shipments. The penalty charge will be **[U]** \$12,500 per hour for each hour that Shipper's failure to remove product prevents the movement of succeeding shipments.

#### **ITEM 65 – ALLOCATION OF CARRIER'S PIPELINE FACILITIES**

When all products offered to Carrier for transportation are in quantities greater than can be transported or otherwise handled, Carrier shall undertake the allocation of its available facilities on an equitable basis and shall restrict or suspend receipts to the extent necessary to effect such allocation. When withdrawals of products requested at a destination exceeds Carrier's delivery capabilities at such destination, Carrier shall allocate withdrawals among all Shippers on an equitable basis and shall restrict or suspend withdrawals to the extent necessary to effect such allocations. Allocation of pipeline receipts and withdrawals will be performed pursuant to Carrier's "ONEOK North System, L.L.C. Allocation Policy" dated November 26, 2019 (available on Carrier's company website).

## **ITEM 75 – LIABILITY OF CARRIER**

Carrier shall not be liable for any delay in delivery or damage to or loss of Product caused by an Act of God, public enemy, quarantine, authority of law, riot, strike, picketing or other labor stoppage, whether of Carrier's employees or otherwise, fire, flood, or the act or default of any Shipper or any third party, or resulting from any other cause or circumstance not directly due to the sole negligence of Carrier, whether similar or dissimilar to the causes herein enumerated. In the event of damage to or loss of Product for which Carrier is not liable, such loss or the effect of such damage may be apportioned by Carrier to each shipment or portion thereof involved in the incident of loss or damage in the proportion that such shipment or portion thereof bears to the total of all Product involved in Carrier's custody at the time of the incident, and the amount of Product ultimately delivered to each Shipper involved shall be determined in accordance with the foregoing. If apportionment is made by Carrier, Carrier shall compute the quantity of damaged or lost Product and submit a statement to the Shippers involved showing the apportionment of the quantities of Product damaged or lost among Shippers involved. Carrier reserves the right, at its sole and complete discretion, to institute legal or other proceedings to recover Product in kind and/or monetary damages for Product lost or damaged under this tariff. Upon recovery of Product in kind and/or monetary damages, Carrier shall deduct the cost of recovery, including reasonable attorney's fee, and shall then apportion the remaining Product in kind and/or monetary damages recovered among the affected Shippers in the same proportion as the allocated losses or damages.

## **ITEM 80 – CLAIMS, TIME FOR FILING**

Claim for any delay, or damage to or loss of Product must be made in writing to Carrier within nine (9) months after Carrier's delivery at the destination point of the shipment involved, or, in case of failure by Carrier to deliver, or within nine (9) months after the date upon which delivery would have reasonably been completed by Carrier. Such written claim, made as aforesaid, shall be a condition precedent to any suit on the subject matter of such claim.

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

Claims or suits for delay of delivery or damage to, or loss of Product not filed or instituted in accordance with the foregoing provisions will not be paid and Carrier will not be liable with regard thereto.

## **ITEM 85 – PIPEAGE CONTRACTS**

Separate pipeage contracts, in accord with these Rules and Regulations, covering further details, is required by Carrier before any duty of transportation shall arise. Such pipeage contract may also include additional charges for reimbursement for facilities necessary to receive and/or delivery Shipper's shipments.

## **ITEM 86 – APPLICATION OF RATES TO INTERMEDIATE POINTS**

On a temporary basis (30 days) product accepted for transportation from or to any point on Carrier's pipeline not named in this tariff, but which is intermediate to a point where rates are published, will be assessed the rate in effect from or to the next more distant point published in the tariff.

**ITEM 90 – LOCAL RATES – REFINERY GRADE BUTANE**

For the Transportation of Refinery Grade Butane by Pipeline

(Rates in Cents per Barrel)

**[I] Increase. All rates in the chart below are increased.**

FROM	East Chicago, Indiana	Joliet, Illinois	Lemont, Illinois	Des Moines, Iowa
TO: Bushton, Kansas	638.74	638.74	638.74	428.96
Conway, Kansas	689.52	689.52	689.52	428.96
Des Moines, Iowa	442.07	442.07	442.07	--
Hutchinson, Kansas	689.52	689.52	689.52	--

**ITEM 95 – LOCAL RATES – NATURAL GASOLINE**

For the Transportation of Natural Gasoline by Pipeline

(Rates in Cents per Barrel)

FROM:	TO:	RATE:
Des Moines, IA	Bushton, KS	<b>[I]</b> 428.96

EXPLANATION OF REFERENCE MARKS	
<b>[I]</b>	Increase
<b>[U]</b>	Unchanged
<b>[W]</b>	Change in wording only