

# TARGA NGL PIPELINE COMPANY LLC

## LOCAL TARIFF

Applying on The Interstate Transportation of

**PETROLEUM PRODUCTS**  
 (as defined herein)

### TABLE OF RATES

<b>FROM (Origin)</b>	<b>TO (Destination)</b>	<b>RATE In cents per Barrel of 42 United States Gallons</b>
Galena Park Harris County, Texas	Mt. Belvieu Chambers County, Texas	[U] 21.0
Mt. Belvieu Chambers County, Texas	Galena Park Harris County, Texas	[U] 21.0

Subject to Rules and Regulations shown on pages 2 through 5.

All Rates, Routing, Rules and Regulations brought forward from Dynegey NGL Pipeline Company, L.L.C.'s FERC Tariff No. 4, as per Targa NGL Pipeline Company LLC's Adoption Notice FERC No. [W] 7.0.0 effective August 1, 2010.

[N] This is a baseline tariff filing in compliance with the Commission's Order on Electronic Tariff Filings in Docket No. RM01-5-000; Order No. 714 (Final Rule dated September 19, 2008).

ISSUED: July 1, 2010

EFFECTIVE: August 1, 2010

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

**ISSUED BY:**

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**EXPLANATION OF TECHNICAL TERMS AND ABBREVIATIONS**

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TERMS AND ABBREVIATIONS	EXPLANATION
Barrel .....	A volume of forty-two (42) gallons or 9,702 cubic inches United States measurement at sixty degrees (60') Fahrenheit and zero ("0") gauge pressure if the Petroleum Product <i>is</i> at or below atmospheric pressure, or at equilibrium pressure if the vapor pressure of the Petroleum Product is above atmospheric pressure.
Carrier .....	Targa NGL Pipeline Company LLC.
Consignee .....	The Party, including a connecting pipeline system to whom Shipper has ordered Delivery of Petroleum Products.
Petroleum Products .....	As used herein, means commercial grade butane, commercial grade propane, RD. 5 propane, or mixtures thereof, meeting applicable Gas Processors Association specifications, plus naphtha or pentane.
Delivery .....	The transfer from Carrier at destination to Consignee.
Receipt .....	The transfer from Shipper at origin to Carrier for transportation.
Shipper.....	The party who contracts with Carrier for transportation of Petroleum Products under the terms of this tariff.

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**RULES, REGULATIONS AND CONDITIONS**

**1. SPECIFICATIONS AND RESTRICTIONS:**

(a) Carrier will receive Petroleum Products through its present facilities at only the point(s) named herein and will accept no other commodity for transportation under this tariff. Petroleum Products tendered for transportation which differ in characteristics from those usually transported by Carrier may, at the option of Carrier, be transported under such terms as Carrier and Shipper may agree.

(b) Carrier may require the Shipper to furnish certified laboratory reports showing the results of tests of the Petroleum Products offered for transportation. Carrier may also make such tests of the Petroleum Products as it deems necessary, but shall not be required to, and in the event of variance between Shipper's report and Carrier's test, Carrier's test shall prevail.

**2. PUMPING SERVICE:**

Pumping Service to move Petroleum Products from receiving point(s) to delivery point(s) shall be furnished by Shipper at a rate not to exceed 1032 pounds per square inch.

**3. DESTINATION FACILITIES REQUIRED:**

Carrier will receive Petroleum Products for transportation (a) when Petroleum Products are to be received into Carrier's facilities at destination and Shipper or Consignee has made arrangements for further transportation beyond or (b) when Shipper or Consignee has provided the necessary facilities for receiving Petroleum Products promptly on arrival at destination.

**4. GAUGING OR METERING AND TESTING:**

Quantities at origin and destination shall be determined by Consignee's meters. All shipments will be received and delivered with volume corrected to sixty degrees (60') Fahrenheit using applicable Standard Petroleum Measurement Tables (API Std. 2540). Shipper or Consignee may have representatives present during testing, meter reading, calibration, and gauging. Full deductions will be made for all water and other impurities in Petroleum Products received or delivered.

**5. ADJUSTMENTS AND NET QUANTITIES DELIVERABLE:**

No adjustment will be made to Petroleum Products quantities deliverable for inherent system losses or gains, including but not limited to, shrinkage, evaporation, and measurement error. However, to ensure that Shippers are kept whole, actual overages and shortages shall be settled monthly on a per barrel basis. When Shipper is delivered quantities in excess of quantities received into the system, Shipper will be invoiced for the over delivery by the Carrier. When the Shipper is delivered quantities short of quantities received into the system, the Carrier will pay the Shipper for the shortage. Payment will be based on the value of the Petroleum Products as quoted in Platt's Oilgram Price Service, or other industry accepted price service selected by the Carrier.

**6. MIXING IN TRANSIT:**

Petroleum Products will be accepted for transportation only on condition that it shall be subject to such changes in general characteristics while in transit as may result from the mixture of such Petroleum Products with other Petroleum Products in the pipelines and/or tanks of Carrier or connecting carrier, and that delivery shall be made to Consignee out of common stock of such Petroleum Products in the Carrier's lines and/or tanks at destination point. There shall be no adjustment for downgrading or upgrading of Petroleum Products tendered for transportation as a result of mixing in transit.

**7. PETROLEUM PRODUCTS INVOLVED IN LITIGATION:**

Carrier shall have the right to reject any Petroleum Products, when tendered for transportation, which is involved in litigation, the title of which is in dispute, or which is encumbered by lien or charge of any kind, unless the Shipper can produce satisfactory evidence of his perfect and unencumbered title or satisfactory indemnity bond to protect the Carrier.

**8. DELIVERIES, TENDERS, DEMURRAGE:**

Carrier will transport Petroleum Products with reasonable diligence, considering the quality of the Petroleum Products, the distance of transportation, and other material elements, but may at any time after Receipt of a consignment of Petroleum Products, upon twenty-four (24) hours notices to the Consignee, tender Petroleum Products, conformable to specifications herein, f01: Delivery from its common stock at the point of designation. At the expiration of such notice, the Carrier may assess a demurrage charge on all Petroleum Products tendered for Delivery and remaining undelivered, at the rate of each day of twenty-four (24) hours, or fractional part thereof, as follows: One-tenth of one cent per barrel per day during the first ten (10) days; two-tenths of one cent per barrel per day during the next ten (10) days; and three-tenths of one cent per barrel per day thereafter.

**9. DIVERSION OR RECONSIGNMENT:**

Diversion or reconsignment may be made without charge if requested by Shipper at least forty-eight hours prior to scheduled arrival at original destination, subject to the rates, rules, and regulations applicable from point of origin to point of final destination, upon condition that no out-of-line or backhaul movement will be made.

**10. RATES APPLICABLE:**

Petroleum products transported shall be subject to rates in effect of the date such Petroleum Products are received by Carrier.

**11. PAYMENT OF TRANSPORTATION AND OTHER CHARGES**

Transportation charges will be computed and collected at the applicable tariff rate on the quantity of deliverable Petroleum Products as determined pursuant to these rules. Shipper shall be responsible for all charges applicable to the particular shipment and, if required by Carrier, shall prepay all charges or furnish guaranty of payment satisfactory to Carrier. Carrier shall have a security interest in all Petroleum Products accepted from Shipper under this tariff. This security interest shall secure: (1) All transportation and any other charges due or to become due from Shipper under the terms of this tariff; and (2) All costs and expenses of Carrier in exercising any of its rights detailed below, including, but not limited to, reasonable attorney fees, storage charges, and settlement of conflicting liens. The security interest provided herein shall be in addition to any lien provided by statute or common law. In the event Shipper fails to satisfy when due any obligation to Carrier, Carrier shall have all of the rights and remedies accorded a secured party under applicable state law and in addition may in its sole discretion and without notice take any or all of the following actions: (1) Refuse to deliver Petroleum Products in its custody until all such obligations have been paid; (2) Proceed to sell such Petroleum Products, in accordance with the applicable provisions of state law, and apply the proceeds to such obligations; (3) Store such Petroleum Products or contract for storage of such products pending sale or other disposition; or (4) Take any other action it deems necessary for the proper protection and sale of such Petroleum Products.

**12. PRORATING OF PIPELINE CAPACITY:**

When there shall be tendered to Carrier for transportation more Petroleum Products than can be immediately transported, the transportation furnished by Carrier shall be apportioned among all Shippers in proportion to the amounts tendered by each based on the capacity of the system. No tender shall be considered beyond the amount which the party requesting shipment has readily accessible for shipment. If a Shipper fails to deliver for transportation during the month of shipment the volumes so tendered by it, its tender for the succeeding month may be reduced by the amount of allocated throughput not utilized during the month of shipment.

**13. LIABILITY OF PARTIES:**

As a condition to Carrier's acceptance of Petroleum Products under this tariff, each Shipper agrees to protect and indemnify Carrier against claims Of actions for injury and/or death of any and all persons whomever and for damage to property of Carrier, Shipper, Consignee and/or any third party resulting from or arising out of 1) any breach of or failure to adhere to any provision of this tariff by Shipper, Consignee, their agents, employees or representatives and 2) the negligent act(s) or failure(s) to act of Shipper, Consignee, their agents, employees or representatives in connection with Delivery or Receipt of Petroleum Products.

Carrier shall not be liable for any loss of Petroleum Products, damage thereto, or delay, because of any act of God, the public enemy, civil disorder, quarantine, the authority of laws, strikes, riots, fire, floods or the acts of default of Shipper or Consignee, or from any other causes not due to the sale negligence of Carrier. In case of loss or damage from causes other than sole negligence of Carrier, such loss or damage shall be charged proportionately to each shipment in the ratio that such shipment, or portion thereof, received and undelivered at the time the loss or damage occurs, bears to the total of all shipments or portion thereof, then in custody of Carrier for shipment via the lines or other facilities in which the loss or damage occurs. Consignee shall be entitled to receive only that portion of his shipment remaining after deducting his proportion of such loss or damage, determined as aforesaid, and shall be required to pay transportation charges only on the quantity delivered.

**14. APPLICATION OF RATES FROM INTERMEDIATE POINTS:**

For Petroleum Products accepted for transportation from any point on Carrier's lines not named in this tariff which is intermediate to any point from which rates are published herein. Carrier will apply from such unnamed point the rate published herein from the next more distant point specified in the tariff.

**15. NOTICE FOR CLAIMS:**

As a condition precedent to recovery, claims must be filed in writing with Carrier within nine (9) months after Delivery of the Petroleum Products, or, in case of failure to make Delivery, then within nine (9) months after a reasonable time for Delivery has elapsed; and suits shall be instituted against Carrier 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.

**16. TENDERS:**

Any Shipper desiring to tender Petroleum Products for transportation hereunder, shall on or before the 15th day of the calendar month, place a notice in writing of the Petroleum Products to be tendered during the following calendar month, including product type, quantity, destination(s), and date for each Delivery, with the Manager, Distribution, Targa NGL Pipeline Company LLC, 1000 Louisiana, Suite ~~4700~~ 4300 [W], Houston, Texas 77002. Unless such notification is made, Carrier shall be under no obligations to accept Petroleum Products for transportation.

**17. MINIMUM BATCH:**

Petroleum Products shall be accepted for transportation in quantities of not less than five thousand (5,000) Barrels of similar quality and color from one Shipper.

**18. SCHEDULING:**

For each calendar month, Carrier will establish a sequence for pumping Petroleum Products and will schedule the approximate time when Petroleum Products offered for shipment will be received by Carrier at origin points and delivered by Carrier at destination points.

Explanation of Reference Marks:

[N] New

[U] Unchanged

[W] Change in wording only