

**F.E.R.C. I.C.A. Oil Tariff**

**F.E.R.C. No. 4.5.0**

(Cancels F.E.R.C. No. 4.4.0)

**DAKOTA ACCESS, LLC**  
**JOINT PIPELINE TARIFF**  
**In Connection With**  
**Energy Transfer Crude Oil Company, LLC**

Applying On  
**CRUDE PETROLEUM**  
**FROM POINTS IN NORTH DAKOTA**  
**TO POINTS IN TEXAS AND TENNESSEE**

Committed rates filed in compliance with the Commission's order in Docket No. OR14-42-000, 149 F.E.R.C. ¶ 61,275. Uncommitted rates filed in compliance with 18 CFR § [W] 342.3, Indexing 342.2(b), Initial Rate.

Governed by the rules and regulations published in Dakota Access, LLC's F.E.R.C Tariff No. 3.3.0, supplements thereto, and successive issues thereof.

**[C] Request for Special Permission**

~~Issued on [W] less than one (1) twenty seven (27) days' notice under authority of 18 C.F.R. § 341.14. This tariff publication is subject to refund pending a 30-day review period.~~

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

**ISSUED: MAY 31, 2019**

**EFFECTIVE: JULY 1, 2019**

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**[I] INCREASED. ALL RATES INCREASED.**

**TABLE OF RATES**

**ALL Rates in dollars per barrel of 42 US gallons**

<b>UNCOMMITTED RATES FOR BAKKEN CRUDE PETROLEUM</b>		
<b>From</b>	<b>To Nederland, Jefferson County, Texas (SXL Nederland Terminal or P66 Nederland Terminal)</b>	<b>To Collierville, Tennessee (Valero Terminal)</b>
An Origin Point that is an Eligible Bakken Origin Point*	\$8.1844	\$8.1844

**Committed Rates for Bakken Crude Petroleum from a Committed Shipper’s Selected Origin Point(s) that is an Eligible Bakken Origin Point\* to Destination Point of NEDERLAND, Texas – SXL Nederland Terminal**

<b>Volume Commitment (bpd)^</b>	<b>Term</b>	
	<b>7 Years</b>	<b>10 Years</b>
3,500 – 29,999	\$6.8979**	\$6.6326**
30,000 – 49,999	\$6.6326**	\$6.3672**
50,000 – 69,999	\$6.3672**	\$6.1019**
70,000 – 89,999	\$6.3672**	\$5.9428**
90,000+	\$5.9428**	\$5.8366**

**[I] INCREASED. ALL RATES INCREASED.**

**Committed Rates for Bakken Crude Petroleum from a Committed Shipper’s Selected Origin Point(s) that is an Eligible Bakken Origin\_Point\* to Destination Point of NEDERLAND, Texas – P66 Nederland Terminal**

Volume Commitment Requirement (bpd)*^	Term	
	7 Years	10 Years
3,500 – 29,999	\$6.8979**	\$6.6326**
30,000 – 49,999	\$6.6326**	\$6.3672**
50,000 – 69,999	\$6.3672**	\$6.1019**
70,000 – 89,999	\$6.3672**	\$5.9428**
90,000+	\$5.9428**	\$5.8366**

**Notes:**

**\* Eligible Bakken Origin Points:**

- 1) **Bakken Field Points:** The point(s) of origin established as selected origin points under the TSAs: Stanley, Mountrail County, North Dakota; Ramberg, Williams County, North Dakota, Epping, Williams County, North Dakota, Trenton, Williams County, North Dakota, Watford City, McKenzie County, North Dakota, and Johnson’s Corner, McKenzie County, North Dakota.
- 2) **Alternate Bakken Origin Points:** Alexander Junction, McKenzie County, North Dakota, Trenton Junction, McKenzie County, North Dakota, and others as updated from time to time.

**\*\*** For a Committed Shipper’s Monthly Maximum Committed Entitlement, to the extent granted pursuant to an applicable TSA, to the extent that the Committed Shipper nominates and delivers (in accordance with the nomination procedures set forth in the Tariff and the Proration Policy) all or a portion of such volumes for a particular path at one or more of the Illinois Destination Point(s) in a such month, then solely to the extent that committed capacity is

available for such nominations due to the failure of other committed shippers who have selected the applicable Illinois Destination Point as their Selected Destination Point to nominate their full minimum volume commitment for such month, Committed Shipper’s Committed Rate for Bakken Crude Petroleum for that portion of such volumes so delivered to such Illinois Destination Point(s) shall be, to the extent permitted under the provisions of Schedule B of the Committed Shipper’s TSA regarding the availability of such rate, as follows, subject to escalation as provided in the Committed Shipper’s TSA:

**[I] INCREASED. ALL RATES INCREASED.**

Volume Commitment Requirement (bpd)(1)^	Term	
	7 Years	10 Years
3,500 – 29,999	\$5.8366**	\$5.5713**
30,000 – 49,999	\$5.5713**	\$5.3060**
50,000 – 69,999	\$5.5713**	\$5.3060**
70,000 – 89,999	\$5.5713**	\$5.3060**
90,000+	\$5.5713**	\$5.3060**

For the avoidance of doubt, with respect to a Committed Shipper’s path with a Destination Point of a Nederland Destination Point, the above rate shall only be applicable to such portion of a Committed Shipper’s nomination to an Illinois Destination Point that qualifies for the rate in accordance with the previous sentence and a Committed Shipper’s TSA; otherwise, a Committed Shipper’s rate for deliveries to the Illinois Destination Point shall be the committed rate for deliveries to such Nederland Destination Point set forth in the previous table.

The term “Illinois Destination Point(s)” shall be the following point(s) of destination under the Local Rates tariff of Dakota Access, LLC, FERC No. [W] ~~2.3.0~~ 2.4.0: Patoka, Illinois.

^ With respect to any Committed Shipper that executed a TSA pursuant to an open season commenced by Dakota Access, LLC and Energy Transfer Crude Oil Company, LLC, for all of such Committed Shipper’s Excess Throughput Volumes (as defined in a TSA) nominated for a Nederland Destination Point, the following rates shall apply for all such Excess Throughput Volumes that are within the specified volume ranges below, for such Committed Shipper’s

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Minimum Volume Commitment tier and original term to the extent permitted under such Committed Shipper’s TSA:

**[I] INCREASED. ALL RATES INCREASED.**

<b>Volume Commitment Requirement (bpd)</b>	<b>Excess Throughput Volumes Range (applicable to Barrels in the below volume tiers as Tendered in a given month)†</b>	<b>Original Term</b>	<b>Rate</b>
3,500 – 29,999	30,000 – 49,999	7 years	\$6.6856
		10 years	\$6.5264
	50,000+	7 years	\$6.4734
		10 years	\$6.3672
30,000 – 49,999	50,000 – 69,999	7 years	\$6.4734
		10 years	\$6.2081
	70,000+	7 years	\$6.3672
		10 years	\$6.1019
50,000 – 69,999	70,000 – 89,999	7 years	\$6.2611
		10 years	\$5.9958
	90,000+	7 years	\$6.1550
		10 years	\$5.8366
70,000 – 89,999	90,000 – 109,999	7 years	\$6.1550
		10 years	\$5.8366
	110,000+	7 years	\$6.0489
		10 years	\$5.4652
90,000+	110,000 – 129,999	7 years	\$5.7836
		10 years	\$5.5713
	130,000+	7 years	\$5.6775
		10 years	\$5.3060

† With respect to any Committed Shipper that executed a TSA pursuant to an open season commenced by Dakota Access, LLC and Energy Transfer Crude Oil Company, LLC, Barrels in excess of such Committed Shipper’s Minimum Volume Commitment, but below the volume tier(s) in this column shall be assessed the Committed Rate that is otherwise applicable to such Committed Shipper’s committed volume.

^^ With respect to any Committed Shipper that executed a TSA pursuant to an open season commenced by Dakota Access, LLC and Energy Transfer Crude Oil Company, LLC, for all of such Committed Shipper’s Excess Throughput Volumes (as defined in a TSA) nominated for an Illinois

Destination Point (to the extent permitted under the applicable TSA), the following rates shall apply for all such Excess Throughput Volumes that are within the specified volume ranges below, for such a Committed Shipper’s Minimum Volume Commitment tier and original term:

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<b>Volume Commitment Requirement (bpd)</b>	<b>Excess Throughput Volumes Range (applicable to Barrels in the below volume tiers as Tendered in a given month)‡</b>	<b>Original Term</b>	<b>Rate</b>
3,500 – 29,999	30,000 – 49,999	7 years	\$5.0938
		10 years	\$5.0407
	50,000+	7 years	\$4.9877
		10 years	\$4.9877
30,000 – 49,999	50,000 – 69,999	7 years	\$5.0407
		10 years	\$4.9877
	70,000+	7 years	\$4.9877
		10 years	\$4.9346
50,000 – 69,999	70,000 – 89,999	7 years	\$4.9877
		10 years	\$4.9346
	90,000+	7 years	\$4.9346
		10 years	\$4.8816
70,000 – 89,999	90,000 – 109,999	7 years	\$4.8816
		10 years	\$4.8285
	110,000+	7 years	\$4.8285
		10 years	\$4.7754
90,000+	110,000 – 129,999	7 years	\$4.7754
		10 years	\$4.7224
	130,000+	7 years	\$4.7224
		10 years	\$4.6693

‡ With respect to any Committed Shipper that executed a TSA pursuant to an open season commenced by Dakota Access, LLC and Energy Transfer Crude Oil Company, LLC, Barrels in excess of such Committed Shipper’s Minimum Volume Commitment, but below the volume tier(s) in this column shall be assessed the Committed Rate that is otherwise applicable to such Committed Shipper’s committed volume. The above rates for Excess Throughput Volumes are only available to the extent permitted by a Committed Shipper’s TSA.

**Pipeline Loss Allowance:** As set forth in the joint pipeline tariff, Item No. 20.

**OSHA H2S Fee:** When OSHA regulations require the presence of a second Carrier employee at a site because of H2S levels, an additional fee of [U] \$0.1379 per Barrel will be assessed and collected. This fee may be waived if Shipper provides a permanent alternative mechanism to comply with such rules. Any alternative must be approved and agreed to by Carrier.

**Nederland Out-Of-Path Rate:** Notwithstanding the fact that no Nederland Destination Point shall be within the same continuous path of any other Nederland Destination Point, if Shipper has made a Minimum Volume Commitment for a path with a Nederland Destination Point as the Selected Destination Point, then Shipper may nominate and (subject at all times to the Proration Policy) Tender volumes for delivery to another Nederland Destination Point; provided that if Shipper so nominates and Tenders volumes and designates such nominations as nominations for such path, then (a) such Tendered volumes shall be counted toward Shipper's Monthly Minimum Volume Commitment for such path for the Month in which such volumes are so Tendered to Carriers; (b) for volumes that are so Tendered within Shipper's Monthly Maximum Committed Entitlement for such path, in addition to the then-effective Committed Tariff Rate applicable to such path, Shipper shall pay (i) twelve cents [U] (\$0.12) per Barrel during each of the first three (3) years during the Term, then (ii) eight cents [U] (\$0.08) per Barrel during each of the next three (3) years during the Term (if and as applicable), then (iii) four cents [U] (\$0.04) per Barrels during each of the next three years during the Term (if and as applicable), then (iv) zero cents [U] (\$0.00) per Barrel during each of the years remaining in the Term (if and as applicable). The above referenced rates shall only be applicable to the extent provided in a Committed Shipper's TSA.

**EXPLANATION OF REFERENCE MARKS:**

- [I] INCREASED
- [U] UNCHANGED
- [W] CHANGE IN WORDING