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ROBERT A. ANDERSON  
(1920-1994)

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September 24, 2014

*via e-filing EXPRESS*

15-ONSP-135-TAR

Mr. Thomas A. Day  
Acting Executive Director  
Kansas Corporation Commission  
1500 S. W. Arrowhead Road  
Topeka, Kansas 66604-4027

Re: ONEOK North System, L.L.C. - K.C.C. No 4.5

Dear Mr. Day:

The following ONEOK North System, L.L.C. ("ONEOK") tariff, issued September 24, 2014, and effective on October 1, 2014, or upon approval by the Kansas Corporation Commission ("K.C.C.") is sent to you for filing: K.C.C. No. 4.5. A clean copy of the tariff as well as a copy of the tariff underlining the change are included.

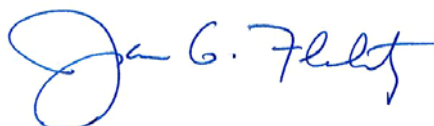
Item 55 - Payment of Carrier Charges and Carrier's Lien has been updated to allow Carrier the right to assess finance charges on past due balances until paid in full.

Item 65 - Allocation of Carrier's Pipeline Facilities has been updated to reference the Carrier's new allocation policy dated October 1, 2014.

ONEOK certifies that copies of this filing have been sent via first class mail, or other means of transmission as agreed upon by the subscriber, to each subscriber of the affected tariff publication. ONEOK requests that any protest to this filing be e-mailed to Alesia Spears at [Alesia.Spears@ONEOK.com](mailto:Alesia.Spears@ONEOK.com).

Thank you for your assistance. If you have any questions regarding this filing, please call me.

Sincerely,



James G. Flaherty  
[jflaherty@andersonbyrd.com](mailto:jflaherty@andersonbyrd.com)

JGF:rr  
Enclosure  
cc: All Subscribers and Shippers

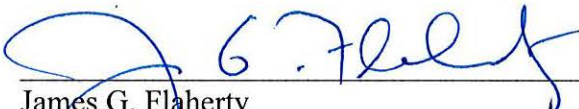
**VERIFICATION**

STATE OF KANSAS            )  
  )ss:  
COUNTY OF FRANKLIN    )

Re:     In the Matter of ONEOK North System, L.L.C. Filing K.C.C. No. 4.5

James G. Flaherty, of lawful age, being first duly sworn on oath, states:

That he is the attorney for ONEOK North System, L.L.C., and is duly authorized to make this affidavit; that he has read the foregoing amended transmittal letter and knows the contents thereof; and that the information contained therein is true and accurate to the best of his knowledge, information and belief.

  
\_\_\_\_\_  
James G. Flaherty

SUBSCRIBED AND SWORN to before me this 24<sup>th</sup> day of September, 2014.



  
\_\_\_\_\_  
Notary Public

Appointment/Commission Expires:

**K.C.C. No. 4.5**

Cancels K.C.C. No. 4.4

# **ONEOK North System, L.L.C.**

## **Local Pipe Line Tariff**

CONTAINING

## **RATES, RULES AND REGULATIONS**

Governing the Intrastate Transportation and Handling of

### **PROPANE, ETHANE/PROPANE MIX, NORMAL BUTANE, ISOBUTANE, REFINERY GRADE BUTANE, NATURAL GASOLINE, AND DEMETHANIZED MIX**

Transported by Pipeline

TRANSPORTED BY PIPELINE FROM AND TO POINTS NAMED HEREIN

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. Issued under authority of the State Corporation Commission of Kansas.

---

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

---

**ISSUED: September 24, 2014**

**EFFECTIVE: October 1, 2014\***

**\*or the date of issuance of the Kansas Corporation Commission's Final Order approving the requested tariff change(s) pursuant to K.S.A. 66-117(d), whichever date is later.**

---

Issued and Compiled by:  
Alesia Spears, Manager, Rates and Regulatory  
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## Table of Contents

Subject	Item	Page
Allocation of Carrier's Facilities	65	8
Application of Rates to Intermediate Points	92	9
Buffer Material	27	5
Claims, Time for Filing	80	8
Definitions	1	4
Ethane/Propane Mix Inventory Requirements	16	5
Explanation of Reference Marks and Abbreviations	--	11
Facilities at Origin and Destination	15	4
Failure to Take Delivery at Destination	61	7
General Application of Tariff	--	4
General Rules and Regulations	--	4
Identity of Shipments	45	6
Index of Origins and Destinations	--	3
Liability of Carrier	75	8
Local Rates – Demethanized Mix	99	11
Local Rates – Ethane/Propane Mix	97	10
Local Rates – Natural Gasoline	95	10
Local Rates – Normal Butane and Isobutane	93	9
Local Rates – Propane	96	10
Local Rates – Refinery Grade Butane	94	9
Measurement	40	5
Minimum Shipment	20	5
Notice of Tenders	46	6
Payment of Carrier Charges and Carrier's Lien	55	6
Pipeage Contracts	85	9
Product Subject to Liens or Involved in Litigation	50	6
Reconsignment	62	7
Scheduling Shipments	10	4
Shipment Acceptability	5	4
Special Conditions – Demethanized Mix	98	11
Storage in Carrier's Facilities	57	7
Testing	35	5

### INDEX OF ORIGINS

<u>Origin</u>	<u>Facility</u>
Bushton, Kansas	ONEOK North System
Bushton, Kansas	ONEOK Hydrocarbon
Conway, Kansas	Enterprise
Conway, Kansas	Williams Storage
Conway, Kansas	NCRA
Conway, Kansas	ONEOK Hydrocarbon
Conway, Kansas	ONEOK NGL
Hutchinson, Kansas	ONEOK Hydrocarbon
Hutchinson, Kansas	ONEOK NGL
Hutchinson, Kansas	Enterprise (Ferrellgas) Storage
Wichita, Kansas	Conoco Phillips

### INDEX OF DESTINATIONS

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Bushton, Kansas	ONEOK Hydrocarbon
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Conway, Kansas	Williams Storage
Conway, Kansas	NCRA
Conway, Kansas	ONEOK Hydrocarbon
Conway, Kansas	ONEOK NGL
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Hutchinson, Kansas	ONEOK NGL
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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** – Propane, Ethane/Propane Mix, Normal Butane, Isobutane, Refinery Grade Butane, Natural Gasoline and Demethanized Mix

**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 only when Shipper has provided facilities at the points of Origin and Destination which are capable of delivering Product or receiving Product at pressures and at pumping rates required by Carrier.

#### **ITEM 16 – ETHANE/PROPANE MIX INVENTORY REQUIREMENTS**

Shippers requiring continuous delivery of Ethane/Propane Mix at point of destination will maintain sufficient inventory as determined by Carrier, in Carrier's system to allow for such delivery.

#### **ITEM 20 – MINIMUM SHIPMENT**

SECTION A - A shipment of ten thousand (10,000) Barrels or more of the same quality and specifications of Product shall be accepted for transportation at one point of Origin from one Shipper.

SECTION B - Carrier may elect to accept a shipment of less than ten thousand (10,000) Barrels of the same quality and specifications of Product for transportation at one point of Origin from one Shipper, but if Carrier makes such election, such shipment may be received subject to delay, at Carrier's discretion until Carrier has accumulated at the same point of Origin ten thousand (10,000) Barrels of Product of the same specifications from the same or other Shippers.

#### **ITEM 27 – BUFFER MATERIAL**

In the transportation of Product, Carrier, as a condition of shipment and to protect the quality of such Product, may require Shipper to furnish buffer material in kind, quality, and quantity satisfactory to Carrier. Carrier will deliver such buffer material, which may include other Products commingled with it, into facilities which shall be supplied by Shipper or consignee at Destination.

Carrier reserves the right to determine the quality and quantities of Products commingled and included in deliveries of buffer material to Shipper or consignee at Destination, and Shipper shall pay charges on such Products in accordance with ONEOK's currently effective tariff for like Products.

#### **ITEM 35 – TESTING**

Carrier may require Shipper to furnish a certificate setting forth in detail the 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 or after 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 (10th) 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 (10th) 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 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 delivered at the destination point. Payment for all applicable charges shall be considered due upon presentation of statement of charges from Carrier. Carrier may require 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 of Product 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 Product 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 Products to be sold. 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, the 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 57 – STORAGE IN CARRIER'S FACILITIES**

Carrier will provide storage for Shipper's Product in Carrier's custody based on a ratio using the average daily deliveries to the Shipper from the destinations named herein for the most recent twelve (12) months.

If, on a daily basis, Shipper's inventory exceeds the allotted storage volume provided by Carrier, Shipper will pay Carrier a charge of [U] seven and one-half cents (\$0.075) per barrel per day for such excess volumes stored.

Carrier reserves the sole right to limit the excess volume stored.

#### **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, without liability to Shipper, to make such disposition of unremoved Product as is necessary for the efficient operation of the pipeline, and Shipper shall pay Carrier all charges associated with such disposition the same as if Shipper had authorized such, together with any associated additional costs and damages borne or incurred by Carrier.

In addition to any remedy available to Carrier, including remedies under Item No. 61, Shipper will pay a penalty charge in the event Shipper fails to remove Product from Carrier's pipeline and that failure prevents or threatens the movement of succeeding shipments. The penalty charge will be \$12,500 per hour for each hour that Shipper's failure to remove product prevents or threatens the movement of succeeding shipments.

#### **ITEM 62 – RECONSIGNMENT**

If no backhaul movement is required, and if current operating conditions permit, Product in the custody of Carrier may be reconsigned to Destinations named in Carrier's tariffs, or to other destinations on other pipelines named in lawful tariffs concurred in by Carrier. No additional charge will be made for any such reconsignment; however, Product so reconsigned shall be subject to the rates, rules and

regulations applicable from initial Origin to final Destination in effect on the date the shipment originates.

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

When Product is offered to Carrier for transportation 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 Product 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 allocation policy dated October 1, 2014 (available on Carrier’s company website).

#### **ITEM 75 – LIABILITY OF CARRIER**

Carrier shall not be liable for any delay in delivery, damage to or loss of Product or injury or death to any person cause by Force Majeure, including but not limited to, 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 or 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 a 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 of delivery or damage to or loss of Product must be made in writing to Carrier within nine (9) months after Carrier’s delivery at Destination of the shipment involved, or, in case of failure by Carrier to deliver, then 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 of delivery 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**

A separate pipeage contract, in accord with these Rules and Regulations, covering further details, may be required by Carrier before any duty of transportation shall arise.

**ITEM 92 – APPLICATION OF RATES TO INTERMEDIATE POINTS**

Product accepted for transportation to any point on Carrier's pipeline not named in this tariff, but which is intermediate to a point to which rates are published, will be assessed the rate in effect to the next more distant point published in the tariff.

**ITEM 93 – LOCAL RATES – NORMAL BUTANE AND ISOBUTANE**

For the Transportation of Normal Butane and Isobutane by Pipeline  
(Rates in Cents per Barrel)

[U] Unchanged. All rates in the chart below are unchanged.

FROM:	Bushton, Kansas	Conway, Kansas	Hutchinson, Kansas	Wichita, Kansas
TO:				
Bushton, Kansas ①	43.20③	43.20	43.20	43.20
Conway, Kansas	43.20	43.20②	43.20	43.20
Wichita, Kansas	43.20	43.20	43.20	--
Hutchinson, Kansas	43.20	43.20	43.20④	43.20

**ITEM 94 – LOCAL RATES – REFINERY GRADE BUTANE**

For the Transportation of Refinery Grade Butane by Pipeline  
(Rates in Cents per Barrel)

[U] Unchanged. All rates in the chart below are unchanged.

FROM:	Bushton, Kansas	Conway, Kansas	Hutchinson, Kansas	Wichita, Kansas
TO:				
Bushton, Kansas①	41.02 ③	41.02	41.02	41.02
Conway, Kansas	41.02	41.02 ②	41.02	41.02
Hutchinson, Kansas	41.02	41.02	41.02④	41.02
Wichita, Kansas	41.02	41.02	41.02	--

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

**For the Transportation of Natural Gasoline by Pipeline  
(Rates in Cents per Barrel)**

[U] Unchanged. All rates in the chart below are unchanged.

FROM:	Bushton, Kansas	Conway, Kansas	Hutchinson, Kansas	Wichita, Kansas
TO:				
Bushton, Kansas <sup>①</sup>	45.69 <sup>③</sup>	45.69	45.69	45.69
Conway, Kansas	45.69	45.69 <sup>②</sup>	45.69	45.69
Wichita, Kansas	45.69	45.69	45.69	--
Hutchinson, Kansas	45.69	45.69	45.69 <sup>④</sup>	45.69

**ITEM 96 – LOCAL RATES – PROPANE**

**For the Transportation of Propane by Pipeline  
(Rates in Cents per Barrel)**

[U] Unchanged. All rates in the chart below are unchanged.

FROM:	Bushton, Kansas	Conway, Kansas	Hutchinson, Kansas	Wichita, Kansas
TO:				
Bushton, Kansas <sup>①</sup>	41.02 <sup>③</sup>	41.02	41.02	41.02
Conway, Kansas	41.02	41.02 <sup>②</sup>	41.02	41.02
Wichita, Kansas	41.02	41.02	41.02	--
Hutchinson, Kansas	41.02	41.02	41.02 <sup>④</sup>	41.02

**ITEM 97 - LOCAL RATES - ETHANE/PROPANE MIX**

**For the Transportation of Ethane/Propane Mix by Pipeline  
(Rates in Cents per Barrel)**

FROM:	Bushton, Kansas	Hutchinson, Kansas
TO:		
Bushton, Kansas <sup>①</sup>	[U] 48.18 <sup>③</sup>	[U] 48.18
Conway, Kansas	[U] 63.85	--
Hutchinson, Kansas	[U] 63.85	--

**ITEM 98 –SPECIAL CONDITIONS – DEMETHANIZED MIX**

Special conditions for the shipment of Demethanized mix:

- Carrier will only ship Demethanized Mix as a segregated batch.
- Shipper will be responsible for any over or short in volume that may occur in connection with the receipt of Demethanized Mix into and delivery out of Carrier's pipeline.
- Shipper agrees to fractionate interfaces created as a result of transporting Demethanized Mix under this tariff.

**ITEM 99 – LOCAL RATES – DEMETHANIZED MIX**

For the Transportation of Demethanized Mix by Pipeline  
(Rates in Cents per Barrel)

[U] Unchanged. All rates in the chart below are unchanged.

FROM:	Bushton, Kansas	Conway, Kansas	Hutchinson, Kansas
TO:			
Bushton, Kansas	—	63.85	63.85
Conway, Kansas	63.85	—	63.85
Hutchinson, Kansas	63.85	63.85	—

**EXPLANATION OF REFERENCE MARKS AND ABBREVIATIONS**

K.C.C	Kansas Corporation Commission
[N]	New
[U]	Unchanged
[W]	Change in Wording
①	Applicable if final destination.
②	Between Conway Origins and Destinations listed on page 3 herein.
③	Between Bushton Origins and Destinations listed on page 3 herein.
④	Between Hutchinson Origins and Destinations listed on page 3 herein.

**K.C.C. No. 4.5**

Cancels K.C.C. No. 4.4

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**EFFECTIVE: October 1, 2014\***

**\*or the date of issuance of the Kansas Corporation Commission's Final Order approving the requested tariff change(s) pursuant to K.S.A. 66-117(d), whichever date is later.**

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Issued and Compiled by:  
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Subject	Item	Page
Allocation of Carrier's Facilities	65	[W] <u>8</u> <del>7</del>
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Index of Origins and Destinations	--	3
Liability of Carrier	75	8
Local Rates – Demethanized Mix	99	11
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Local Rates – Normal Butane and Isobutane	93	9
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Shipment Acceptability	5	4
Special Conditions – Demethanized Mix	98	[W] <u>11</u> <del>10</del>
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Hutchinson, Kansas	ONEOK Hydrocarbon
Hutchinson, Kansas	ONEOK NGL
Hutchinson, Kansas	Enterprise (Ferrellgas) Storage
Wichita, Kansas	Conoco Phillips



## **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** – Propane, Ethane/Propane Mix, Normal Butane, Isobutane, Refinery Grade Butane, Natural Gasoline and Demethanized Mix

**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 only when Shipper has provided facilities at the points of Origin and Destination which are capable of delivering Product or receiving Product at pressures and at pumping rates required by Carrier.

#### **ITEM 16 – ETHANE/PROPANE MIX INVENTORY REQUIREMENTS**

Shippers requiring continuous delivery of Ethane/Propane Mix at point of destination will maintain sufficient inventory as determined by Carrier, in Carrier's system to allow for such delivery.

#### **ITEM 20 – MINIMUM SHIPMENT**

SECTION A - A shipment of ten thousand (10,000) Barrels or more of the same quality and specifications of Product shall be accepted for transportation at one point of Origin from one Shipper.

SECTION B - Carrier may elect to accept a shipment of less than ten thousand (10,000) Barrels of the same quality and specifications of Product for transportation at one point of Origin from one Shipper, but if Carrier makes such election, such shipment may be received subject to delay, at Carrier's discretion until Carrier has accumulated at the same point of Origin ten thousand (10,000) Barrels of Product of the same specifications from the same or other Shippers.

#### **ITEM 27 – BUFFER MATERIAL**

In the transportation of Product, Carrier, as a condition of shipment and to protect the quality of such Product, may require Shipper to furnish buffer material in kind, quality, and quantity satisfactory to Carrier. Carrier will deliver such buffer material, which may include other Products commingled with it, into facilities which shall be supplied by Shipper or consignee at Destination.

Carrier reserves the right to determine the quality and quantities of Products commingled and included in deliveries of buffer material to Shipper or consignee at Destination, and Shipper shall pay charges on such Products in accordance with ONEOK's currently effective tariff for like Products.

#### **ITEM 35 – TESTING**

Carrier may require Shipper to furnish a certificate setting forth in detail the 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 or after 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 (10th) 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 (10th) 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 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 delivered at the destination point. Payment for all applicable charges shall be considered due upon presentation of statement of charges from Carrier. Carrier may require 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 of Product 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 Product 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 Products to be sold. 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, the Shipper shall remain liable to Carrier for the unpaid balance.

[N] 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 57 – STORAGE IN CARRIER'S FACILITIES**

Carrier will provide storage for Shipper's Product in Carrier's custody based on a ratio using the average daily deliveries to the Shipper from the destinations named herein for the most recent twelve (12) months.

If, on a daily basis, Shipper's inventory exceeds the allotted storage volume provided by Carrier, Shipper will pay Carrier a charge of [U] seven and one-half cents (\$0.075) per barrel per day for such excess volumes stored.

Carrier reserves the sole right to limit the excess volume stored.

#### **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, without liability to Shipper, to make such disposition of unremoved Product as is necessary for the efficient operation of the pipeline, and Shipper shall pay Carrier all charges associated with such disposition the same as if Shipper had authorized such, together with any associated additional costs and damages borne or incurred by Carrier.

In addition to any remedy available to Carrier, including remedies under Item No. 61, Shipper will pay a penalty charge in the event Shipper fails to remove Product from Carrier's pipeline and that failure prevents or threatens the movement of succeeding shipments. The penalty charge will be \$12,500 per hour for each hour that Shipper's failure to remove product prevents or threatens the movement of succeeding shipments.

#### **ITEM 62 – RECONSIGNMENT**

If no backhaul movement is required, and if current operating conditions permit, Product in the custody of Carrier may be reconsigned to Destinations named in Carrier's tariffs, or to other destinations on other pipelines named in lawful tariffs concurred in by Carrier. No additional charge will be made for any such reconsignment; however, Product so reconsigned shall be subject to the rates, rules and

regulations applicable from initial Origin to final Destination in effect on the date the shipment originates.

#### **ITEM 65 – ALLOCATION OF CARRIER’S [W] PIPELINE FACILITIES**

When Product is offered to Carrier for transportation 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 Product 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. [N] Allocation of pipeline receipts and withdrawals will be performed pursuant to Carrier’s allocation policy dated October 1, 2014 (available on Carrier’s company website).

#### **ITEM 75 – LIABILITY OF CARRIER**

Carrier shall not be liable for any delay in delivery, damage to or loss of Product or injury or death to any person cause by Force Majeure, including but not limited to, 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 or 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 a 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 of delivery or damage to or loss of Product must be made in writing to Carrier within nine (9) months after Carrier’s delivery at Destination of the shipment involved, or, in case of failure by Carrier to deliver, then 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 of delivery 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**

A separate pipeage contract, in accord with these Rules and Regulations, covering further details, may be required by Carrier before any duty of transportation shall arise.

**ITEM 92 – APPLICATION OF RATES TO INTERMEDIATE POINTS**

Product accepted for transportation to any point on Carrier's pipeline not named in this tariff, but which is intermediate to a point to which rates are published, will be assessed the rate in effect to the next more distant point published in the tariff.

**ITEM 93 – LOCAL RATES – NORMAL BUTANE AND ISOBUTANE**

For the Transportation of Normal Butane and Isobutane by Pipeline  
(Rates in Cents per Barrel)

[U] Unchanged. All rates in the chart below are unchanged.

FROM:	Bushton, Kansas	Conway, Kansas	Hutchinson, Kansas	Wichita, Kansas
TO:				
Bushton, Kansas ①	43.20③	43.20	43.20	43.20
Conway, Kansas	43.20	43.20②	43.20	43.20
Wichita, Kansas	43.20	43.20	43.20	--
Hutchinson, Kansas	43.20	43.20	43.20④	43.20

**ITEM 94 – LOCAL RATES – REFINERY GRADE BUTANE**

For the Transportation of Refinery Grade Butane by Pipeline  
(Rates in Cents per Barrel)

[U] Unchanged. All rates in the chart below are unchanged.

FROM:	Bushton, Kansas	Conway, Kansas	Hutchinson, Kansas	Wichita, Kansas
TO:				
Bushton, Kansas①	41.02 ③	41.02	41.02	41.02
Conway, Kansas	41.02	41.02 ②	41.02	41.02
Hutchinson, Kansas	41.02	41.02	41.02④	41.02
Wichita, Kansas	41.02	41.02	41.02	--

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

**For the Transportation of Natural Gasoline by Pipeline  
(Rates in Cents per Barrel)**

[U] Unchanged. All rates in the chart below are unchanged.

FROM:	Bushton, Kansas	Conway, Kansas	Hutchinson, Kansas	Wichita, Kansas
TO:				
Bushton, Kansas <sup>①</sup>	45.69 <sup>③</sup>	45.69	45.69	45.69
Conway, Kansas	45.69	45.69 <sup>②</sup>	45.69	45.69
Wichita, Kansas	45.69	45.69	45.69	--
Hutchinson, Kansas	45.69	45.69	45.69 <sup>④</sup>	45.69

**ITEM 96 – LOCAL RATES – PROPANE**

**For the Transportation of Propane by Pipeline  
(Rates in Cents per Barrel)**

[U] Unchanged. All rates in the chart below are unchanged.

FROM:	Bushton, Kansas	Conway, Kansas	Hutchinson, Kansas	Wichita, Kansas
TO:				
Bushton, Kansas <sup>①</sup>	41.02 <sup>③</sup>	41.02	41.02	41.02
Conway, Kansas	41.02	41.02 <sup>②</sup>	41.02	41.02
Wichita, Kansas	41.02	41.02	41.02	--
Hutchinson, Kansas	41.02	41.02	41.02 <sup>④</sup>	41.02

**ITEM 97 - LOCAL RATES - ETHANE/PROPANE MIX**

**For the Transportation of Ethane/Propane Mix by Pipeline  
(Rates in Cents per Barrel)**

FROM:	Bushton, Kansas	Hutchinson, Kansas
TO:		
Bushton, Kansas <sup>①</sup>	[U] 48.18 <sup>③</sup>	[U] 48.18
Conway, Kansas	[U] 63.85	--
Hutchinson, Kansas	[U] 63.85	--

**ITEM 98 –SPECIAL CONDITIONS – DEMETHANIZED MIX**

Special conditions for the shipment of Demethanized mix:

- Carrier will only ship Demethanized Mix as a segregated batch.
- Shipper will be responsible for any over or short in volume that may occur in connection with the receipt of Demethanized Mix into and delivery out of Carrier's pipeline.
- Shipper agrees to fractionate interfaces created as a result of transporting Demethanized Mix under this tariff.

**ITEM 99 – LOCAL RATES – DEMETHANIZED MIX**

For the Transportation of Demethanized Mix by Pipeline  
(Rates in Cents per Barrel)

[U] Unchanged. All rates in the chart below are unchanged.

FROM:	Bushton, Kansas	Conway, Kansas	Hutchinson, Kansas
TO:			
Bushton, Kansas	—	63.85	63.85
Conway, Kansas	63.85	—	63.85
Hutchinson, Kansas	63.85	63.85	—

**EXPLANATION OF REFERENCE MARKS AND ABBREVIATIONS**

K.C.C	Kansas Corporation Commission
[N]	New
[U]	Unchanged
[W]	Change in Wording
①	Applicable if final destination.
②	Between Conway Origins and Destinations listed on page 3 herein.
③	Between Bushton Origins and Destinations listed on page 3 herein.
④	Between Hutchinson Origins and Destinations listed on page 3 herein.