

F.E.R.C. I.C.A. OIL TARIFF

F.E.R.C. No. 2.10.0
(Cancels F.E.R.C. No. 2.9.0)

DAKOTA ACCESS, LLC
LOCAL PIPELINE TARIFF
APPLYING ON
CRUDE PETROLEUM
FROM
POINTS IN NORTH DAKOTA
TO
POINTS IN ILLINOIS

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 §342.3(Indexing).

Governed by the rules and regulations published in Dakota Access, LLC's F.E.R.C. Tariff No. [W] 1.6.0 ~~1.3.0~~, supplements thereto, and successive issues thereof.

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

ISSUED: MAY 25, 2023

EFFECTIVE: JULY 1, 2023

Issued by:
Adam Arthur,
EVP – [C] ~~U.S. & International Crude Oil and Canada~~
Dakota Access, LLC
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TABLE OF RATES

ALL RATES IN DOLLARS PER BARREL OF 42 U.S. GALLONS

UNCOMMITTED RATES	
FROM	TO
	Patoka, Illinois
An Origin Point that is an Eligible Bakken Origin Point*	[I] \$8.0992

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 Patoka, Illinois:

Volume Commitment Requirement (bpd)^	TERM		
	5 Years	7 Years	10 Years
3,500+†	[I] \$6.0306°	[I] \$6.0306^	[I] \$6.0306

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.

° Provided that for any month during the initial term of a Committed Shipper’s TSA, for the Committed Shipper’s Monthly Maximum Committed Entitlement or 110% of the Committed Shipper’s Monthly Minimum Volume Commitment (as applicable based on the applicable TSA), with the selected destination point of Patoka, Illinois, such Committed Shipper’s tariff rate for Bakken Crude Petroleum shall be [I] **\$5.1690** per Barrel, subject to the same escalation and the notification and audit procedures in all TSAs, for the portion of the Committed Shipper’s Monthly Maximum Committed Entitlement or 110% of the Committed Shipper’s Monthly Minimum Volume Commitment (as applicable based on the applicable TSA): (a) received from the Pipeline by a carrier at Patoka, Illinois, in such month and (b) subject to a Patoka Delivery Point Verification as provided in such Committed Shipper’s TSA under which such Committed Shipper warranted to Carrier that such Barrels shall thereafter be transported and delivered by a Carrier with a point of origin at Patoka, Illinois (and through any additional carriers thereafter) to Roxana, Illinois, (WRB Refining, LLC Refinery), or to an Ohio/Michigan location in accordance with the terms set forth in the TSAs. Provided further that for any month during the initial term of a Committed Shipper’s TSA, for the Committed Shipper’s Monthly Maximum Committed Entitlement or 110% of the Committed Shipper’s Monthly Minimum Volume Commitment (as applicable based on the applicable TSA) with the selected destination point of Patoka, Illinois, such Committed Shipper’s tariff rate for Bakken Crude Petroleum shall be [I] **\$5.4562** per Barrel, subject to the same escalation and the notification and audit procedures in all TSAs, for the portion of the Committed Shipper’s Monthly Maximum Committed Entitlement or 110% of the Committed Shipper’s Monthly Minimum Volume Commitment (as applicable based on the applicable TSA): (a) received from the Pipeline by a carrier at Patoka, Illinois, in such month and (b) subject to a Patoka Delivery Point Verification as provided in such Committed Shipper’s TSA under which such Committed Shipper warranted to Carrier that such Barrels shall thereafter be transported and delivery by a carrier with a point of origin at Patoka, Illinois (and through any additional carriers thereafter) to a Southern Illinois-Indiana/Kentucky Location in accordance with the terms set forth in the TSAs.

^ Provided that in any month during the initial term of a Committed Shipper’s TSA, for the Committed Shipper’s Monthly Maximum Committed Entitlement or 110% of the Committed Shipper’s Monthly Minimum Volume Commitment (as applicable based on the applicable TSA) with the selected destination point of Patoka, Illinois, the Committed Shipper’s tariff rate for Bakken Crude Petroleum shall be [I] **\$5.4562** per Barrel, subject to escalation and the notification and audit procedures in all TSAs, for the portion of the Committed Shipper’s Monthly Maximum Committed Entitlement or 110% of the Committed Shipper’s Monthly Minimum Volume Commitment (as applicable based on the applicable TSA) received from the Pipeline by a carrier at Patoka, Illinois, in such month and delivered to any Patoka Adjustment Delivery Point, in accordance with the terms set forth in the TSAs; provided that if such Committed Shipper included a Patoka Delivery Point Verification with its Patoka Adjustment Notification in accordance with the provisions set forth in such Committed Shipper’s TSA, verifying the downstream destination of the relevant portion of the Committed Shipper’s Monthly Maximum Committed Entitlement or 110% of the Committed Shipper’s Monthly Minimum Volume Commitment (as applicable based on the applicable TSA), then the Committed Shipper’s tariff rate for the Barrels that the Committed Shipper warranted shall be delivered: (x) to Roxana, Illinois (WRB Refining, LLC Refinery), a S IL-IN/KY Location or an Ohio/Michigan Location shall be [I] **\$5.1690** per Barrel, subject to escalation and the notification and audit procedures in all TSAs; (y) to a Chicago Region Location shall be [I] **\$5.0255** per Barrel, subject to escalation and the notification and audit procedures in all TSAs; or (z) if applicable based on the applicable TSA, to a Canada Location shall be [I] **\$4.8819** per Barrel, subject to escalation and the notification and audit procedures in all TSAs.

For purposes hereunder, “Patoka Adjustment Delivery Point” means, individually, any of the following: Lemont, Illinois (CITGO Corp. Refinery); Joliet, Illinois (ExxonMobil Corp. Refinery); Whiting, Indiana (BP plc Whiting Refinery); Roxana, Illinois, (WRB Refining, LLC Refinery); Sarnia, Ontario (Imperial Oil Limited); Sarnia, Ontario (Nova Chemicals Corp.); Sarnia, Ontario (Suncor Energy Inc.); Sarnia, Ontario (Royal Dutch Shell plc, Corunna); Nanticoke (Imperial Oil Limited); Montreal, Quebec (Suncor Energy Inc.); Quebec City, Quebec (Valero Energy Corp., Jean Gaulin Refinery).

For purposes hereunder, “Chicago Region Location” means, individually, any of the following: Lemont, Illinois (CITGO Corp. Refinery); Joliet, Illinois (ExxonMobil Corp. Refinery); and Whiting, Indiana (BP plc Whiting Refinery).

For purposes hereunder, “Canada Location” means, individually, any of the following: Sarnia, Ontario (Imperial Oil Limited); Sarnia, Ontario (Nova Chemicals Corp.); Sarnia, Ontario (Suncor Energy Inc.); Sarnia, Ontario (Royal Dutch Shell plc, Corunna); Nanticoke, Ontario (Imperial Oil Limited); Montreal, Quebec (Suncor Energy Inc.); and Quebec City, Quebec (Valero Energy Corp., Jean Gaulin Refinery). A “Canada Location” is only available to the extent provided by a Committed Shipper’s TSA.

For purposes hereunder, “Ohio/Michigan Location” means, individually, any of the following: Lima, Ohio (Husky Energy); Toledo, Ohio (BP-Husky Refining); Toledo, Ohio (PBF Energy); Canton, Ohio (Marathon Petroleum Corp.); Detroit, (Marathon Petroleum Corp.).

For purposes hereunder, “Southern Illinois-Indiana/Kentucky Location” means, individually, any of the following Robinson, Illinois (Marathon Petroleum Corp.); Mount Vernon, Indiana (CountryMark); and Catlettsburg, Kentucky (Marathon Petroleum Corp.).

† For all of a Committed Shipper’s Excess Throughput Volumes (as defined in a TSA and to the extent permitted by the applicable TSA) nominated for Patoka, Illinois, the following rates shall apply:

Volume Commitment Requirement (bpd)	5 Years	7 Years
3,500+	[I] \$5.1690	[I] \$5.1690

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 local rules and regulations 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.

EXPLANATION OF REFERENCE MARKS:

- [C] CANCELED
- [I] INCREASED
- [U] UNCHANGED
- [W] CHANGE IN WORDING ONLY