

November 15, 2019

Via Electronic Filing

Rosemary Chiavetta, Secretary
Pennsylvania Public Utility Commission
Commonwealth Keystone Building
400 North Street
Harrisburg, PA 17105-3265

In re: Sunoco Pipeline L.P. Tariff Pipeline – Pa. P.U.C. No. 19
Sunoco Pipeline L.P. Supplement No. 8 to Tariff Pipeline – Pa. P.U.C. No. 16

Dear Secretary Chiavetta:

We are counsel to Sunoco Pipeline L.P. and are enclosing for filing Supplement No. 8 to the Company's Tariff Pipeline-Pa. P.U.C. No. 16 ("Supplement No. 8") and the Company's Tariff Pipeline Pa. P.U.C. No. 19 ("Tariff No. 19") with accompanying supporting information. Supplement No. 8 and Tariff No. 19, which are issued today to become effective on January 17, 2020, implement the intrastate transportation (a) of propane from Independence, Washington County, Pennsylvania, to Twin Oaks, Delaware County, Pennsylvania, and from Houston, Washington County, Pennsylvania, to Sinking Spring, Berks County, Pennsylvania, and (b) of ethane from Houston, Washington County, Pennsylvania, to Jackson, Cambria County, Pennsylvania.

The tariff changes proposed in Tariff No. 19 modify the specifications for intrastate transportation of propane and ethane and the tests that Sunoco Pipeline and shippers will perform to determine if the propane and ethane tendered for shipment meet the specifications for transportation. The propane and ethane specifications are already in place in the Company's F.E.R.C. tariffs for the interstate transportation of propane and ethane.

Supplement No. 8 proposes rates of 394.41 cents per Barrel and 303.00 cents per Barrel, respectively, for transportation of propane from Independence to Twin Oaks and from Houston to Sinking Spring and 303.00 cents per Barrel for transportation of ethane from Houston to Jackson. The proposed PA intrastate rates are consistent with the current F.E.R.C. rates for interstate transportation of propane and ethane.

The tariff revisions will not increase or decrease the bill of any existing customer. The Company, consequently, is submitting only the information required by 52 Pa Code §53.52, subpart (a), in support of Supplement No. 8 and Tariff No. 19.

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Copies of this letter, Supplement No. 8, Tariff No. 19 and the supporting information are being served upon the Bureau of Investigation and Enforcement, the Office of Consumer Advocate, the Office of Small Business Advocate and the Bureau of Technical Utility Services. We are also serving a copy of the filing on the Company's intrastate shippers of propane, ethane and other petroleum products.

Please enter the appearance of the undersigned and Charles E. Thomas, Jr., Esquire, as counsel for Sunoco Pipeline L.P., and call or write to us if you have any questions regarding this filing.

Very truly yours,

THOMAS, NIESEN & THOMAS, LLC

By 

Thomas T. Niesen

Encl.

cc: Certificate of Service (w/encl.)
Bureau of Investigation and Enforcement (w/encl.)
Office of Small Business Advocate (w/encl.)
Office of Consumer Advocate (w/encl.)
Bureau of Technical Utility Services (w/encl.)
Michael G. Keiser (w/encl.)

CERTIFICATE OF SERVICE

I hereby certify that I have this 15th day of November, 2019, served a true and correct copy of the foregoing letter, Supplement No. 8 to Tariff Pipeline Pa. P.U.C. No. 16, Tariff Pipeline - Pa. P.U.C. No. 19, and accompanying supporting information upon the persons and in the manner set forth below:

FIRST CLASS MAIL, POSTAGE PREPAID

Bureau of Technical Utility Services
Pennsylvania Public Utility Commission
P.O. Box 3265
Harrisburg, PA 17105-3265

Office of Consumer Advocate
555 Walnut Street
Forum Place, 5th Floor
Harrisburg, PA 17101-1923

Office of Small Business Advocate
555 Walnut Street
Forum Place, 1st Floor
Harrisburg, PA 17101

Bureau of Investigation and Enforcement
Pennsylvania Public Utility Commission
P.O. Box 3265
Harrisburg, PA 17105-3265

EQT Energy, LLC
625 Liberty Avenue, 18th Floor
Pittsburgh, PA 15222

Lucknow Highspire Terminals LLC
900 South Eisenhower Boulevard
Middletown, PA 17057

Exxonmobil Oil Corporation
22777 Springwoods Village Parkway
Spring, TX 77389

Monroe Energy, LLC
4191 Post Road
Trainer, PA 19061

George E. Warren LLC
3001 Ocean Drive, Suite 203
Vero Beach, FL 32963

PBF Holding Company, LLC
One Sylvan Way, 2nd Floor
Parsippany, NJ 07054

Huguenot Fuels, Inc.
612 Cape Romain Road
Charleston, SC 29492

Philadelphia Energy Solutions Ref &
Marketing
1735 Market Street,
Suite LL, 10th Floor
Philadelphia, PA 19103-1699

ICBC Standard Bank PLC
20 Gresham Street
London, London EC2V 7JE
UK

Pilot Travel Centers LLC
5508 Lonas Drive
Knoxville, TN 37939

Sheetz
5700 6th Avenue
Altoona, PA 16602

Trafigura Trading, LLC
1401 McKinney Street, Suite 1500
Houston, TX 77010

Shipley Fuels Marketing, LLC
415 Norway Street
York, PA 17403

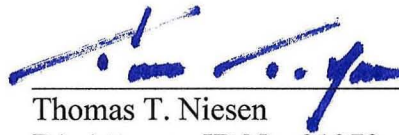
Sunoco Partners M&T L.P.
3807 West Chester Pike
Newton Square, PA 19073

Sunoco, LLC
8020 Park Lane
Dallas, TX 75231-6055

United Energy Plus Terminals, LLC
501 Trestle Place
Downingtown, PA 19335

Valero Marketing & Supply
1 Valero Way
San Antonio, TX 78249

Talley Petroleum Enterprises Inc.
10046 Allentown Boulevard
Grantville, PA 17028-0000



Thomas T. Niesen
PA Attorney ID No. 31379

Supplement No. 8 to Tariff Pipeline - Pa. P.U.C. No. 16

SUNOCO PIPELINE L.P.

LOCAL TARIFF

Applying On

**The Intrastate Transportation of
Petroleum and Refined Petroleum Products
Within
Pennsylvania**

The rates contained herein are for the intrastate transportation of petroleum and refined petroleum products by pipeline, and are governed by the rules and regulations published in Sunoco Pipeline L.P.'s Tariff Pipeline - Pa. P.U.C. No. 19, supplements thereto and successive reissues thereof. [C]

ISSUED: NOVEMBER 15, 2019

EFFECTIVE: JANUARY 17, 2020

Issued by:
Joseph Colella, Executive Vice President
Sunoco Logistics Partners
Operations GP LLC, the General Partner of
Sunoco Pipeline L.P.
3807 West Chester Pike
Newtown Square, PA 19073

Compiled by:
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tariffs@energytransfer.com [C]

LIST OF CHANGES MADE BY THIS SUPPLEMENT

Supplement No. 8 reflects the addition of Propane service from Independence, Washington County, to Twin Oaks, Delaware County, and from Houston, Washington County, to Sinking Spring, Berks County, and the addition of Ethane service from Houston, Washington County, to Jackson, Cambria County, effective January 17, 2020.

SUNOCO PIPELINE L.P.
Supplement No. 8 to Tariff Pipeline – Pa. P.U.C. No. 16
Sixth Revised Pg. No. 2 Cancelling Fifth Revised Pg. No. 2

TO		TRUNK RATE			
		FROM			
		Point Breeze, Philadelphia County, Pennsylvania		Montello, Berks County, Pennsylvania (Laurel Pipeline Company)	Twin Oaks, Delaware County, Pennsylvania
POINTS IN PENNSYLVANIA	COUNTY	Rate in Cents per Barrel of 42 U.S. Gallons			
Chelsea	Delaware				8.76
Exton	Chester	48.77			48.77
Fullerton	Lehigh	70.28			70.28
Kingston	Luzerne	82.10		49.20	82.10
Macungie	Lehigh	66.19			66.19
Malvern	Chester	43.25			43.25
Montello	Berks	32.90			32.90
Northumberland	Northumberland	76.38		43.48	76.38
Tamaqua	Schuylkill	78.50			
Williamsport	Lycoming	80.75		47.85	80.75
		Salem Westmoreland County, Pennsylvania (Laurel Pipeline Company)		Chelsea, Delaware County, Pennsylvania	
Blawnox	Allegheny	19.82			
Delmont	Westmorland	14.86			
Pittsburgh	Allegheny	17.61			
Willow Grove	Montgomery			44.04	50.82
		Mechanicsburg, Cumberland County, Pennsylvania	Independence, Washington County, Pennsylvania [C]	Houston, Washington County, Pennsylvania	Delmont, Westmorland County, Pennsylvania
Twin Oaks	Delaware	291.00 (i) [C]	394.41 (i) [C]	304.00 (i)(ii) [C]	303.00 (i) [C]
Sinking Spring [C]	Berks [C]			303.00 (i) [C]	
Jackson [C]	Cambria [C]			303.00 (ii) [C]	

(i) This rate is for the transportation of propane as defined by Item 15, Specification C in [C]
Sunoco Pipeline L.P.'s Tariff Pipeline – Pa. P.U.C. No. 19.

(ii) This rate is for the transportation of ethane as defined by Item 15, Specification C in [C]
Sunoco Pipeline L.P.'s Tariff Pipeline – Pa. P.U.C. No. 19.

EXPLANATION OF REFERENCE MARK:

[C] CHANGE

ISSUED: NOVEMBER 15, 2019
EFFECTIVE: JANUARY 17, 2020

**Tariff Pipeline - Pa. P.U.C. No. 19
Cancels Tariff Pipeline - Pa. P.U.C. No. 18**

SUNOCO PIPELINE L.P.

LOCAL TARIFF

CONTAINING

RULES AND REGULATIONS

GOVERNING THE INTRASTATE PIPELINE TRANSPORTATION OF PETROLEUM PRODUCTS WITHIN PENNSYLVANIA

NOTICE

This tariff contains changes to the Rules and Regulations Governing the Intrastate Pipeline Transportation of Petroleum Products Within Pennsylvania.

[C]

ISSUED: NOVEMBER 15, 2019

EFFECTIVE: JANUARY 17, 2020

Issued by:
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[C]

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EXPLANATION OF REFERENCE MARK:**[C] CHANGE**

GENERAL APPLICATION

Carrier will receive, transport, and deliver Petroleum through its facilities only as provided in this Rules and Regulations tariff, except that specific rules and regulations published in individual tariffs will take precedence over rules and regulations published herein or in succeeding reissues of these Rules and Regulations.

5. Definitions

“**ASTM**” as herein used refers to the American Society for Testing and Materials.

“**Barrels**” as herein used will consist of forty-two (42) U.S. gallons at sixty degrees Fahrenheit (60°F).

“**Carrier**” as herein used means and refers to Sunoco Pipeline L.P. and other common carrier pipelines participating herein.

“**Pa. P.U.C.**” as used herein means the Pennsylvania Public Utility Commission or its successor agencies.

“**Nomination**” as herein used means a written designation by a Shipper to Carrier of an approximate quantity of Petroleum for transportation from a specified origin point or points of Carrier to a specified destination point or points of Carrier over a period of one Operating Month in accordance with these Rules and Regulations.

“**Operating Month**” for Shipper or Transferor as herein used means any month in which Carrier either transports Petroleum or recognizes and records a change in the ownership of Petroleum for the account of such party. For purpose hereof, the month shall be deemed to begin on the first day of such month at 0001 hours until the first day of the succeeding month at 2400 hours [Eastern Standard or Eastern Daylight Savings Time, whichever is in effect on the date specified].

“**Petroleum**” as herein used refers to the grade or grades of petroleum products derived from refining crude oil, which are specified in Item No. 15.

“**Shipment Transfer**” as herein used means the physical transfer of a stated quantity of Petroleum in custody of Carrier from a Shipper to another Shipper.

“**Shipper**” as herein used means the consignor of a Tender.

“**Tender**” or “**Tendering**” as herein used means an offer of delivery by a Shipper to Carrier of a stated quantity of Petroleum for transportation from a specified origin point or points of Carrier to a specified destination point or points of Carrier in accordance with these Rules and Regulations.

“**Title Transfer**” as herein used means transfer of ownership reported in the records of Carrier of a stated quantity of Petroleum in the custody of Carrier from one entity to another.

10. Tenders

All Shippers tendering Petroleum to Carrier will promptly provide Carrier with all Nomination information required by Carrier to schedule the shipment of Petroleum which Shipper desires to be made to satisfy Carrier that Tenders are in good faith and can be transported in conformance with Carrier's tariffs. Carrier may refuse to accept Petroleum for transportation until Shipper has provided Carrier with such information.

Carrier will not be obligated to accept a Tender for any Operating Month unless the Shipper submits its Nomination to the Carrier on or before the fifteenth (15th) day of the preceding calendar month.

Carrier can require Tenders for the same kind and quality of Petroleum in minimum of twenty-five thousand (25,000) barrel shipments consigned to the same destination point. Tenders shall become operative in the order in which they are received and accepted by Carrier. Carrier at its option and for its convenience may transport such Petroleum by intermittent pumpings.

15. Specification Required As To Quality**Specification A (includes gasoline)**

Petroleum meeting the following minimum specifications:

- (1) the color shall not be darker than eighteen (18) Saybolt as determined by ASTM D156 (except that gasoline to which artificial coloring has been added will be accepted for transportation regardless of color);
- (2) the initial boiling point, when tested by standard method test for distillation in accordance with ASTM D86, shall not exceed one hundred degrees Fahrenheit (100°F);
- (3) when the temperature reaches three-hundred ten degrees Fahrenheit (310°F), not less than fifty percent (50%) of the product shall have been distilled away;
- (4) the final boiling point shall not exceed five hundred twenty-five degrees Fahrenheit (525°F);
- (5) the distillation recovery of the product shall not be less than ninety-six percent (96%).

Specification B (includes kerosene, certain furnace or heating oils, and petroleum fuel oil distillate which is not suitable for illuminating purposes)

Petroleum meeting the following minimum specifications:

- (1) the flash point shall not be less than one hundred degrees Fahrenheit (100°F) as determined by Tag Closed Tester, ASTM D56;
- (2) when the temperature reaches six-hundred seventy-five degrees Fahrenheit (675°F), not less than ninety percent (90%) of the product shall have been distilled away;
- (3) the final boiling point shall not exceed seven hundred fifty degrees Fahrenheit (750°F) as determined by ASTM D86;

- (4) the color shall not be less than three (3) Dilute as determined by ASTM Union colorimeter pursuant to ASTM D1500;
- (5) the viscosity shall not be more than forty-five seconds at one-hundred degrees (100°F) Fahrenheit (45 SUS) as determined by a Saybolt Universal Viscosimeter pursuant to ASTM D445;
- (6) the total water and sediment content, as determined by ASTM D96, shall be less than one-tenth of one percent (0.1%).

Specification C (includes LPG, ethane, propane, butane, or a mixture thereof)

Petroleum meeting the following minimum specifications:

- (1) liquid flammable hydrocarbons with a Reid Vapor Pressure, as determined by ASTM D1267, which exceeds forty pounds per square inch absolute (40 psia) at one-hundred degrees Fahrenheit (100° F), but which does not exceed two-hundred twenty-five pounds per square inch gauge (225 psig) at one-hundred five degrees Fahrenheit (105° F);
- (2) liquid flammable hydrocarbons shall not contain any hydrogen sulfide, mercaptans or any sulfur compounds which corrode;
- (3) any unstenched liquid flammable hydrocarbons shall not contain total sulfur which exceeds fifteen (15) grains per hundred (100) cubic feet of vapor, as determined by the test for Total Sulfur in Liquified Petroleum Gas;
- (4) the liquid flammable hydrocarbons shall be free of mechanically entrained water.

For Propane Only:

COMPONENT	TEST METHODS		SPECIFICATION
Ethane	ASTM D2163		2.0% Liq. Vol. max.
Olefins	ASTM D2163		0.1% Liq. Vol. max.
Propane	ASTM D2163		95.0% Liq. Vol. min.
Butanes	ASTM D2163		2.5% Liq. Vol. max. [C]
Pentanes & Heavier	ASTM D2163		NIL
Total Oxygenates (Methanol + all other Oxygenates) [C]	ASTM D7423	[C]	250 ppm wt. max. [C]
Methanol [C]	ASTM D7423	[C]	250 ppm wt. max. [C]
All other Oxygenates [C]	ASTM D7423	[C]	25 ppm wt. max. [C]
Total Sulfur	ASTM D6667		30 ppm wt. max.
Water Content	ASTM D5454	[C]	10 ppm wt. max. [C]
Vapor Pressure @100°F, psig	ASTM D2598		200 max.
Corrosion, Copper Strip	ASTM D1838		No. 1
Volatile Residues, Temperature @ 95% Evaporation	ASTM D1837		-42° F max.
Residual Matter Residue on evaporation of 100ml Oil Stain Observations	ASTM D2158		0.05 ml. max. PASS

For Ethane Only:

COMPONENT	TEST METHODS	SPECIFICATION
Methane	ASTM D2163	3.0% Liq. Vol. max.
Ethane & Ethylene	ASTM D2163	95.0% Liq. Vol. min.
Propane & Heavier	ASTM D2163	2.5% Liq. Vol. max. [C]
Butane & Heavier [C]	ASTM D2163 [C]	0.1% Liq. Vol. max. [C]
Corrosion, Copper Strip	ASTM D1838	No. 1
Total Sulfur	ASTM D6667 or D4045 [C]	30 ppm wt. max.
Water Content	ASTM D5454	10 ppm wt. max.
Carbon Dioxide	ASTM D2504	1,000 ppm wt. in Liq. max.
Oxygenates (Total)	ASTM D7423	100 ppm max.

NOTES ON TEST METHODS: Method numbers listed above, beginning with the letter “D,” are ASTM Standard Test Procedures. The most recent year revision for the procedures will be used.

Specification D (includes toluene, xylene, or a mixture thereof)

Petroleum meeting the following minimum specifications:

- (1) the color of aromatic hydrocarbons shall not be darker than plus twenty-one (+21) Saybolt, as determined by ASTM D156;
- (2) the initial boiling point, when tested for distillation pursuant to ASTM D86, shall be greater than one-hundred degrees Centigrade (100°C) and the final boiling point shall not exceed one-hundred sixty degrees Centigrade (160°C);
- (3) the freezing point shall not be greater than minus thirty degrees Centigrade (-30°C), as determined pursuant to ASTM D1015

To avoid contamination, Petroleum will be received for transportation only when the specifications therefor conform with Petroleum being then transported by Carrier, and no Petroleum will be received or transported which does not meet the specifications provided herein. Carrier shall not be responsible for discoloration or contamination of Petroleum transported by it unless such discoloration or contamination was caused by the negligence of Carrier.

20. Acceptance Free From Liens and Charges

Carrier may decline to accept for transportation Petroleum which is involved in litigation or which is not free from liens or charges.

25. Measurement, Testing, Volume Corrections and Deductions

All Petroleum tendered to the Carrier for transportation will be measured and tested in tanks by a representative of Carrier or by automatic equipment approved by Carrier. All measurements will be made in Barrels. When tanks are gauged, all Petroleum will be sampled and tested prior to receipt or delivery. When automatic metering and sampling equipment is used, all Petroleum will be measured and sampled during receipt or delivery, and the quantity determined

and tested after such receipt or delivery. Shipper or its Consignee may be present or represented at any measuring and testing.

Where Carrier uses a tank or meter of Shipper or its Consignee, Carrier reserves the right to request restrapping or check-strapping of the tank, and proving or check-proving of the meter.

Except for arithmetic errors, all measurement and testing by a representative of Carrier will be conclusive evidence of the quantity as adjusted herein if a representative of Shipper or its Consignee was not present during such measuring and testing.

If two or more Carriers are involved with tendered volumes, tests are to be performed by the particular Carrier as agreed between Carriers.

The net balance at sixty degrees Fahrenheit (60°F) will be the quantity received or delivered by Carrier.

30. Facilities Required At Origin and Destination

Petroleum will be received for transportation only when Shipper has provided facilities satisfactory to originating and delivering carriers for delivering Petroleum to the pipeline at terminal of receipt and for receiving said Petroleum as it arrives at destination.

In the event Shipper fails to provide adequate facilities for receipt at destination or has not ascertained from Carrier that it has facilities available for receipt at destination, or in the event the Shipper or its Consignee refuses to accept the Petroleum at the destination point, Carrier shall have the right to divert or reconsign, subject to the rates, rules and regulations applicable from point of origin to actual final destination, or make whatever arrangements for disposition as are deemed appropriate to deliver the Petroleum from Carrier's facilities, including the right of public or private sale in a commercially reasonable manner. The Carrier may be a purchaser at such sale. Out of the proceeds of said sale, the Carrier shall pay itself all transportation and all other applicable lawful charges and necessary expenses of the sale and the expense of caring for and maintaining the Petroleum until disposed of and the balance shall be held for whomsoever may be lawfully entitled thereto.

35. Origin Facilities Required For Automatic Custody Transfer

When Shipper or its Consignee elects to deliver Petroleum to Carrier at point of origin through automatic custody transfer facilities (in lieu of tankage), Shipper or its Consignee will furnish the required automatic measuring and sampling facilities. The design, construction, and calibration of such facilities must be approved by Carrier and any appropriate regulatory body. In the event automatic custody transfer is made by a metering facility, Shipper or its Consignee will also furnish whatever pumping service is required to ensure that the Petroleum being delivered through the meter is at a pressure in excess of the true vapor pressure of the liquid.

40. Application of Rates and Charges

Petroleum accepted for transportation shall be subject to the rates and charges in effect on the date of receipt of such Petroleum by Carrier. Transportation and all other lawful charges will be collected on the basis of net quantities of Petroleum delivered. All net quantities will be determined in the manner provided in Item No. 25.

45. Notice of Arrival, Delivery at Destination

The obligation of Carrier is to deliver at the nominated destination the Tendered quantity of Petroleum, and such delivery may be made upon twenty-four (24) hours' notice to the Shipper or Consignee with all possible dispatch into the tanks or facilities to be provided by the Shipper or its Consignee.

50. Proration of Pipeline Capacity

If, during any period, the total volume of Petroleum nominated over any segment of Carrier's pipelines is in excess of the normal operational capacity of said segment, such Petroleum will be apportioned for acceptance and transportation on an equitable basis.

55. Payment of Transportation and Other Charges; Finance Charges; Lien; Set-Off

The transportation and all other charges accruing on all Petroleum accepted for shipment, based on the rate applicable to the destination at which delivery is made, shall be paid in accordance with invoice terms and these Rules and Regulations. Carrier, at its option, may require Shipper to pay all such charges and fees in advance or to provide an irrevocable letter of credit satisfactory to Carrier. For Petroleum not released due to failure of Shipper to pay or left in Carrier's custody after the scheduled delivery has expired, Carrier may assess reasonable storage charges and other reasonable charges (including any reasonable attorney fees and court costs) incurred with the preservation or sale of the Petroleum.

If such charges are not paid by the due date stated on the invoice, Carrier shall 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.

Petroleum accepted for such transportation shall be subject to a lien for all such charges or antecedent unpaid charges.

If the Petroleum remains in Carrier's custody more than thirty (30) days after the tender of delivery by Carrier, Carrier shall have the right to sell the Petroleum at a public or private sale in a commercially reasonable manner to collect such charges.

Carrier reserves the right to set-off any such charges against any monies owed to Shipper by Carrier or any Petroleum of Shipper in Carrier's custody.

60. Warranties

Shipper warrants that the Petroleum tendered to Carrier will conform with the Specifications stated in Item No. 15, it will be merchantable and will not be contaminated.

Shipper will be liable to Carrier, other Shippers or Consignees for any damage, including special, incidental, and consequential, arising from a breach of this warranty. The transportation of the Petroleum may be refused or canceled if Carrier determines or is advised that the Petroleum does not meet the requirements of these Rules and Regulations. In addition, if Carrier samples the Petroleum prior to or after tendered by Shipper and if contracted laboratory test results determine that the Petroleum is nonmerchantable, Shipper will be liable to Carrier for the cost of such tests for nonmerchantable or contaminated Petroleum.

CARRIER DOES NOT MAKE ANY WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY, CONCERNING THE QUALITY OF THE PETROLEUM.

65. Exemption of Liability

Carrier will not be liable for any loss of Petroleum or damage thereto or delay caused by an Act of God, fire, explosion, storm, flood, electrical malfunction, war, rebellion, insurrection, strike, breakage or accident to machinery or equipment, difference with workmen, the public enemy, quarantine, the authority of law, riots, the act of default of Shipper or owner, or from any cause not due to fault or negligence or any cause reasonably beyond the control of Carrier. In such cases, the loss allocated to Shipper shall be the quantity equal to the amount of its Tenders for the month in which such loss occurs bears to the whole amount of the line fill and tankage in the system of Carrier during the month of such loss, and Shipper shall be entitled to receive only such portion of its Tenders as remains after deducting its due proportion of the loss. Carrier's custody of the Tenders shall end when Petroleum has been delivered into Shipper's or its consignee's facilities.

Except in force majeure situations, the correction of a nonconformity, the payment of the difference between the reference price for similar Petroleum in the area of origin and the value of the degraded Petroleum, or the replacement of the Petroleum, at Carrier's option, will constitute fulfillment of all liabilities of Carrier whether the liabilities are based on contract, negligence or otherwise. Carrier will not be liable for special, consequential or incidental damages.

The reference prices for each type of Petroleum and the methodology for calculating the value of any overage or shortage periodically will be provided to Shipper in a letter from Carrier in advance of the effective date of any revision in the reference prices or methodology.

70. Pipeage Contracts Required

Separate pipeage contracts in accordance with this tariff and these Rules and Regulations covering further details may be required of a Shipper before any duty to transport will arise.

75. Claims and Times for Filing

As a condition precedent to recovery for loss, damage, or delay to shipments, claims must be filed in writing with Carrier within nine (9) months after delivery of the Petroleum or, in case of failure to make delivery, then with nine (9) months after a reasonable time for delivery has elapsed. Suits arising out of such claims must be instituted against Carrier only within two (2) years from the time when the Carrier delivers, or tenders delivery of the Petroleum or, in case of failure to make or tender delivery, then within two (2) years after a reasonable time for delivery has elapsed. Where claims are not filed or suits are not instituted thereon in accordance with the foregoing provisions, Carrier will not be liable and such claims will not be paid.

80. Duty of Carrier

Carrier shall not be required to transport Petroleum except with reasonable diligence, considering the quantity of Petroleum, the distance of transportation, the safety of operation, and other material factors.

85. Application of Rates From and To Intermediate Points

Carrier will receive Petroleum for pipeline transportation only from and to established origin and delivery stations or terminals.

Petroleum received from an established origin station, on Carrier's lines, which is not named in tariff making reference hereto, but which is intermediate to a point from which rates are published in said tariff, through such unnamed point, will be assessed the rate in effect from the next more distant point published in the tariff.

Petroleum delivered to an established delivery station or terminal, on Carrier's lines, which is not named in tariff making reference hereto, but which is intermediate to a point to which rates are published in said tariff, through such unnamed point, will be assessed the rate in effect to the next more distant point published in the tariff.

90. Intrasystem Transfers

Carrier will allow a Shipper Transfer of one shipper to another, and Title Transfers from one ownership to another for Petroleum in custody of Carrier. A charge of one-half cent (0.5¢) per barrel with a fifty dollar (\$50.00) minimum will be made to each party directing such transfers, except for the first Title Transfer.

Only one Shipper Transfer will be allowed per movement and party accepting volumes on a Shipper Transfer shall become the Shipper of record. Shipper Transfer must be made at point of origin.

Title Transfers may not be accepted after the twenty-fifth (25th) day of the preceding calendar month.

A transfer request, if accepted, must be confirmed in writing or by facsimile by both the Transferor and the Transferee within forty-eight (48) hours after the transfer request. Such transfer request will indicate the party to which the transfer is to be made, the amount of Petroleum to be transferred, and its location and grade.

Carrier will incur no liability for any losses or damage incurred by any Shipper or owner involved in any intrasystem transfer.

95. Corrosion Inhibitors

Carrier reserves the right to inject or approve the injection of corrosion inhibitors in the Petroleum to be transported.

100. Connection Requirements

All proposed receiving or delivery connections must meet tender, tankage, hourly flow rate conditions, and metering requirements as they exist at the time of requested connection and must also have provisions which will allow for increases to maximum line flow rate and pressure conditions. All proposed connection designs must be approved by Carrier, and all costs of connections shall be paid by the connecting party.

105. Commodity

Carrier is engaged exclusively in the transportation of Petroleum specified and described in Item No. 15 and, therefore, will not accept any other commodities for transportation. No Petroleum will be received for shipment except good merchantable Petroleum of substantially the same kind and quality as that being currently transported through the same facilities for other shippers. Petroleum of substantially different grade or quality will be received for transportation only in such quantities and upon such terms and conditions as Carrier and Shipper may agree.

110. Charges for Spill Compensation Acts and Regulations

In addition to the transportation charges and all other charges accruing on Petroleum accepted for transportation, a per barrel charge will be assessed and collected in the amount of any tax, fee, or other charge levied against Carrier in connection with such Petroleum pursuant to any federal, state, or local act or regulation which levies a tax, fee or other charge on the receipt, delivery, transfer, or transportation of such Petroleum within its jurisdiction for the purpose of creating a fund for the prevention, containment, clean up, and/or removal of spills and/or the reimbursement of persons sustaining a loss therefrom.

115. Product Interface Adjustment

In the normal course of operations, interfaces between products ("Transmix") are collected by Carrier on specific pipeline segments. Transmix volumes on these pipeline segments will be allocated monthly among Shippers in proportion to each shipper's volumes of all Petroleum shipped during the month in the pipeline segments and will then be disposed of in the manner described herein.

Carrier will determine a ratio ("Interface Ratio") of the Transmix generated to the total volumes shipped on the pipeline segments. Each Shipper's allocation of Transmix barrels will be the product of their volume shipped ("Shipper Volumes") and the Interface Ratio. Carrier will reevaluate the Interface Ratio annually.

$\text{Transmix Allocation} = \text{Shipper Volumes} \times \text{Interface Ratio}$

Carrier will take title and possession of the Transmix and credit the Shipper with a value per gallon of Transmix based on the following formula:

$(35\% \times \text{Unleaded Regular Price}) + (65\% \times \text{No. 2 F.O. Price}) - (\text{Quality Adjustment})$

Where:

"Unleaded Regular Price" and "No. 2 F.O. Price" represent the per gallon price for Unleaded Regular Gasoline and No. 2 Furnace Oil, respectively, published in Platt's Oilgram Price Report, for the appropriate location on the last business day of the Operating Month; and

"Quality Adjustment" represents a combination of factors which impact the material value of Transmix, including re-refining costs handling, and transportation. The Quality Adjustment will be determined solely by Carrier and will be reevaluated annually.

Sunoco Pipeline L.P.

Supporting Information for Proposed Tariff Changes:

Supplement No. 8 to Tariff Pipeline – Pa. P.U.C. No. 16

Implementing Intrastate Pipeline Transportation (a) of Propane from Independence, Washington County, to Twin Oaks, Delaware County, and from Houston, Washington County, to Sinking Spring, Berks County, and (b) of Ethane from Houston, Washington County, to Jackson, Cambria County

Tariff Pipeline – Pa. P.U.C. No. 19

Modifying Rules and Regulations for Transportation Service

November 15, 2019

Sunoco Pipeline L.P.
Information Filed in Support of
Supplement No. 8 to Tariff Pipeline – Pa. P.U.C. No. 16 and
And Tariff Pipeline – Pa. P.U.C. No. 19

I. Introduction

Sunoco Pipeline L.P. is filing Supplement No. 8 to Tariff Pipeline – Pa. P.U.C. No. 16 adding points of origin and destination for intrastate pipeline transportation service of propane and ethane and Tariff Pipeline – Pa. P.U.C. No. 19 modifying the specifications for the propane and ethane that it transports.

A. The Company

Sunoco Pipeline L.P. owns and operates approximately 4,900 miles of petroleum and refined petroleum product pipelines in the Northeast, Midwest and Southwest United States.

The petroleum and refined petroleum products transported in these pipelines include multiple grades of gasoline, middle distillates (heating oil, diesel and jet fuel), liquefied petroleum gases (L.P.G.) such as propane, ethane, and butane, refining feedstocks, and other hydrocarbons.

The Federal Energy Regulatory Commission (F.E.R.C.) regulates the rates for interstate shipments of petroleum and refined petroleum products on Sunoco Pipeline L.P. and the Pennsylvania Public Utility Commission (Pa. P.U.C.) regulates the rates for intrastate shipments in Pennsylvania.

Sunoco Pipeline L.P. does not own the product in the pipeline and does not sell the product. It provides only a pipeline transportation service.

II. Proposed Supplement No. 8 to Tariff Pipeline – Pa. P.U.C. No. 16

A. Proposed Tariff Modification

Supplement No. 8 to Tariff Pipeline – Pa. P.U.C. No. 16 implements the intrastate transportation (a) of propane from Independence, Washington County, Pennsylvania, to Twin Oaks, Delaware County, Pennsylvania, and from Houston, Washington County, Pennsylvania, to Sinking Spring, Berks County, Pennsylvania, and (b) of ethane from Houston, Washington County, Pennsylvania, to Jackson, Cambria County, Pennsylvania.

The reasons for modifying Tariff No. 16 to add these points of origin and destination are explained in Section IV.

III. Proposed Tariff Pipeline – Pa. P.U.C. No. 19

A. Proposed Tariff Modification

The proposed tariff modifications contained in Tariff Pipeline – Pa. P.U.C. No. 19 modify the specifications that propane and ethane must meet for intrastate shipment on the pipeline. The reasons for seeking these modification are explained in Section IV. The proposed specifications for intrastate shipment are the same as those currently in place for interstate shipment.

IV. Reasons for the Proposed Modifications

A. Growing Supply and Demand for Propane and Ethane

The rapid expansion of natural gas liquids production from the Marcellus Shale deposits has significantly revitalized local economies across Pennsylvania while also enhancing the country's energy supply portfolio and redefining global energy markets. As a result of the growing supply of propane, ethane and other petroleum and refined petroleum products generated by the Marcellus Shale and growth in need for deliveries of commercial volumes of

propane and ethane in the Commonwealth, the demand for intrastate transportation of propane and ethane is growing. To that end, shippers and end users have expressed interest in intrastate pipeline service to transport propane and ethane within the Commonwealth.

Given the increased interest expressed by shippers in securing intrastate pipeline transportation facilities, and in recognition of the public interest in ensuring adequate pipeline capacity to meet industrial demand for propane and ethane, Sunoco Pipeline L.P. is able to answer shipper demand and support the public interest through the intrastate shipment of propane from Independence to Twin Oaks and Houston to Sinking Spring and of ethane from Houston to Jackson.

B. Proposed Tariff Change

The current language in Tariff Pipeline – Pa. P.U.C. No. 16 does not present rates for intrastate transportation of propane from Independence to Twin Oaks or from Houston to Sinking Spring or for intrastate transportation of ethane from Houston to Jackson. Supplement No. 8 to Tariff Pipeline – Pa. P.U.C. No. 16 proposes rates for these services that are consistent with the existing rates for the interstate transportation of propane and ethane.

The proposed rates are 394.41 cents per Barrel and 303.00 cents per Barrel, respectively, for transportation of propane from Independence to Twin Oaks and from Houston to Sinking Spring. The proposed rate is 303.00 cents per Barrel for transportation of ethane from Houston to Jackson. The Company is presently transporting propane from Houston to Sinking Spring and ethane from Houston to Jackson on an interstate basis pursuant to F.E.R.C. tariff. Propane transportation from Independence to Twin Oaks will be a new service.

The intrastate rate for propane transportation from Independence to Twin Oaks is equal to the current F.E.R.C. rates for similar transportation from other origins. The intrastate rates for

ethane transportation from Houston to Jackson and for propane from Houston to Sinking Spring are less than the current Houston to Twin Oaks intrastate rate. The proposed PA intrastate rates are consistent with the current F.E.R.C. rates for interstate transportation of propane and ethane.

The proposed rates are for transportation of propane and ethane as defined in Tariff No. 19.

C. Proposed Tariff Rule Change

The proposed changes to Tariff No. 18 update the product specification for liquefied petroleum gasses to standardize the ethane and propane specifications contained in both the F.E.R.C. and Pa. P.U.C. rules and regulations. By making both sets of specifications the same, intrastate and interstate shippers are ensured that all ethane and propane shipped meets consistent specifications.

D. Operational Reason for Proposed Rule Change

The Company operates its pipeline as a “fungible” pipeline, meaning that a shipper’s product will be comingled with the same type of product of other shippers and the product received by shippers at delivery may not be the exact same product they tendered for shipment, but the same type of product the shipper tendered at the origin. If a shipper tenders propane (or ethane) at the origin, the shipper will receive propane (or ethane) at the destination that is the same in specification to the propane (or ethane) the shipper tendered. Thus, all products tendered for shipment must meet the same product specification in order to be transported. Any propane (or ethane) that is tendered for shipment and is received in a contaminated state or does not meet specifications based on the test methods stated may not be transported by Sunoco Pipeline L.P.

Sunoco Pipeline L.P.
Information Required by 52 PA Code §53.52

Overview:

Sunoco Pipeline L.P. provides liquid petroleum product transportation service to intrastate shippers in the Commonwealth of Pennsylvania under the jurisdiction of the Pennsylvania Public Utility Commission.

The changes proposed in Supplement No. 8 to Tariff Pipeline – Pa. P.U.C. No. 16 implement rates of 394.41 cents per Barrel and 303.00 cents per Barrel, respectively, for intrastate transportation of propane from Independence to Twin Oaks and from Houston to Sinking Spring. The proposed rate is 303.00 cents per Barrel for intrastate transportation of ethane from Houston to Jackson. The intrastate rate for propane transportation from Independence to Twin Oaks is equal to the current F.E.R.C. rates for similar transportation from other origins. The intrastate rates for ethane transportation from Houston to Jackson and for propane from Houston to Sinking Spring are less than the current Houston to Twin Oaks intrastate rate. The proposed PA intrastate rates are consistent with the current F.E.R.C. rates for interstate transportation of propane and ethane.

The tariff rules and regulations changes proposed in Tariff Pipeline – Pa. P.U.C. No. 19 modify the specifications for intrastate transportation of propane and ethane that Sunoco Pipeline L.P. will carry via its pipeline and the tests that Sunoco Pipeline and the shippers will perform to determine if the propane or ethane tendered for shipment meets the specifications for transportation. The propane and ethane specifications are consistent with specifications currently in place in the Company's F.E.R.C. tariff for interstate transportation of ethane or propane.

The proposed tariff revisions will not increase or decrease the bill of any existing customer. Sunoco Pipeline L.P., consequently, submits herewith only the information required by 52 PA Code §53.52, subpart (a), in support of its Tariff Pipeline – Pa. P.U.C. No. 19 and Supplement No. 8 to Tariff Pipeline – Pa. P.U.C. No. 16.

53.52 (a)

Request:

Whenever a public utility, other than a canal, turnpike, tunnel, bridge or wharf company files a tariff revision or supplement effecting changes in the terms and conditions of service rendered or to be rendered, it shall submit to the Commission, with the tariff, revision or supplement statements showing all of the following:

53.52 (a) (1)

Request: The specific reasons for each change.

Response: The proposed tariff changes implement the intrastate transportation (a) of propane from Independence, Washington County, Pennsylvania, to Twin Oaks, Delaware County, Pennsylvania, and from Houston, Washington County, Pennsylvania, to Sinking Spring, Berks County, Pennsylvania, and (b) of ethane from Houston, Washington County, Pennsylvania, to Jackson, Cambria County, Pennsylvania.

Supplement No. 8 to Tariff Pipeline – Pa. P.U.C. No. 16 implements rates of 394.41 cents per Barrel and 303.00 cents per Barrel, respectively, for intrastate transportation of propane from Independence to Twin Oaks and from Houston to Sinking Spring. The proposed rate is 303.00 cents per Barrel for intrastate transportation of ethane from Houston to Jackson.

The changes proposed in Tariff No. 19 define the maximum and minimum components of the chemical composition of the propane and ethane that the Company will transport. The change also specifies the tests that will be performed to determine if a shipper's propane or ethane meets the specifications.

Please refer to Section IV, *supra*, which is incorporated herein by reference, for the specific reasons underlying the proposed tariff modifications.

53.52 (a) (2)

Request: The total number of customers served by the utility.

Response: The Company currently has no customer shipping propane or ethane between the new points of origin and destination on an intrastate basis. The Company currently has eighteen (18) customers shipping petroleum products between other points of origin and destination on an intrastate basis.

53.52 (a) (3)

Request: A calculation of the number of customers, by tariff subdivision, whose bills will be affected by the change.

Response: No bills of current customers will be affected by the tariff changes.

53.52 (a) (4)

Request: The effect of the change on the utility's customers.

Response: The proposed tariff modifications provide shippers with additional origin and destination point options for transportation of propane and ethane.

53.52 (a) (5)

Request: The direct or indirect effect of the proposed change on the utility's revenues and expenses.

Response: The proposed tariff changes will implement the intrastate transportation (a) of propane from Independence, Washington County, Pennsylvania, to Twin Oaks, Delaware County, Pennsylvania, and from Houston, Washington County, Pennsylvania, to Sinking Spring, Berks County, Pennsylvania, and (b) of ethane from Houston, Washington County, Pennsylvania, to Jackson, Cambria County, Pennsylvania. The Company does not anticipate significant direct or indirect effect on revenues or expenses based on the proposed tariff changes.

53.52 (a) (6)

Request: The effect of the change on the service rendered by the utility.

Response: The change will implement a limited expansion of intrastate service to include transportation (a) of propane from Independence, Washington County, to Twin Oaks, Delaware County, and from Houston, Washington County, to Sinking Spring, Berks County, and (b) of ethane from Houston, Washington County, to Jackson, Cambria County. The change will allow customers to reliably ship propane and ethane between new points of origin and destination to markets in Pennsylvania for industrial and commercial users.

53.52 (a) (7)

Request: A list of factors considered by the utility in its determination to make the change. The list shall include a comprehensive statement as to why these factors were chosen and the relative importance of each. This subsection does not apply to a portion of a tariff change seeking a general rate increase as defined in 66 PA C.S. §1308 (relating to voluntary changes in rates).

Response: Please refer to Section IV, *supra*, which is incorporated herein by reference, for the specific reasons underlying the proposed tariff changes.

53.52 (a) (8)

Request: Studies undertaken by the utility in order to draft its proposed change. This paragraph does not apply to a portion of a tariff change seeking a general rate increase as defined in 66 PA C.S. §1308.

Response: The Company has reviewed production and available takeaway capacity in the area of Independence, Washington County, Pennsylvania. The Independence origin is being put in place as an option for customers to ship currently stranded, non-pipeline-connected propane barrels.

53.52 (a) (9)

Request: Customer polls taken and other documents which indicate customer acceptance and desire for the proposed change. If the poll or other documents reveal discernible opposition, an explanation of why the change is in the public interest shall be provided.

Response: No customer polls have been taken. Based on agreements between the Company and shippers, the Company believes, however, that shippers desire the proposed additional points of origin and destination for transportation of propane and ethane.

53.52 (a) (10)

Request: Plans the utility has for introducing or implementing the changes with respect to its ratepayers.

Response: See the response to Section 53.52(a)(2). The Company will notify its shippers of propane and ethane by providing them with a copy of Supplement No. 8 to Tariff Pipeline – Pa. P.U.C. No. 16, Tariff Pipeline – Pa. P.U.C. No. 19 and the supporting information.

53.52 (a) (11)

Request: F.C.C., F.E.R.C. or Commission orders or rulings applicable to the filing.

Response: A copy of the Company's currently effective F.E.R.C. Tariffs for interstate transportation of propane and ethane originating from Houston, Washington County, Pennsylvania, are included with this

response. The F.E.R.C. tariffs contain the same propane and ethane specifications proposed in Tariff No. 19 and an interstate rate that is consistent with the intrastate rate proposed in Supplement No. 8.

SUNOCO PIPELINE L.P.

LOCAL PROPORTIONAL PIPELINE TARIFF

Applying On
ETHANE

From:
Houston,
Washington County,
Pennsylvania

To:
Claymont (Sunoco's MHIC), New Castle County, Delaware
[N] &
Jackson, Cambria County, Pennsylvania

Filed in compliance with 18 C.F.R. § 341.3 (Form of tariff).

The Priority Service Rates are pursuant to Commission Orders issued in Docket No. OR13-9-000 (142 F.E.R.C. ¶ 61,115) and OR14-40-000 (142 F.E.R.C. ¶ 61,191).

Governed, except as otherwise provided herein, by the rules and regulations published in Sunoco Pipeline L.P.'s F.E.R.C. Tariff No. 209.4.0, supplements thereto and successive issues thereof.

Request for Special Permission

Issued on [W] four (4) ~~less than one (1)~~ 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: SEPTEMBER 26, 2019

EFFECTIVE: OCTOBER 1, 2019

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SUNOCO PIPELINE L.P.**F.E.R.C. No. 210.9.0****[U] UNCHANGED. ALL RATES ARE UNCHANGED UNLESS WHERE NOTED.****TABLE OF RATES**

		Priority Service Rate (2012 TSA Customers) Ethane¹	Priority Service Rate (2014 TSA Customers) Ethane²
Origin	Destination	Rate in cents per barrel of 42 U.S. Gallons	
Houston, Washington County, Pennsylvania	Claymont (Sunoco's MHIC), New Castle County, Delaware	327.44	395.46

		Uncommitted Rate
Origin	Destination	Rate in cents per barrel of 42 U.S. Gallons
Houston, Washington County, Pennsylvania	Claymont (Sunoco's MHIC), New Castle County, Delaware	325.68
	[N] <u>Jackson, Cambria County, Pennsylvania</u>	[N] 325.68

COMPANIES REFERENCED IN THIS TARIFF:

Sunoco Partners Marketing and Terminals L.P.'s Marcus Hook Industrial Complex (MHIC)

Footnotes

¹ "2012 TSA Customers" are Shippers that entered into Ethane Pipeline Transportation Services Agreements pursuant to the open season that commenced on August 9, 2012.

² "2014 TSA Customers" are Shippers that entered into Ethane Pipeline Transportation Services Agreements pursuant to the open season that commenced on December 4, 2013.

EXPLANATION OF REFERENCE MARKS:**[N] NEW****[U] UNCHANGED****[W] CHANGE IN WORDING**

SUNOCO PIPELINE L.P.

LOCAL TARIFF

CONTAINING

RULES AND REGULATIONS

GOVERNING THE PIPELINE TRANSPORTATION OF

ETHANE

From:
Houston,
Washington County,
Pennsylvania

To:
Claymont (Sunoco's MHIC), New Castle County, Delaware
[N] &
Jackson, Cambria County, Pennsylvania

Filed in compliance with 18 C.F.R. § 341.3 (Form of tariff).

Request for Special Permission

Issued on [W] ~~less than one (1)~~ four (4) day's 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: SEPTEMBER 26, 2019

EFFECTIVE: OCTOBER 1, 2019

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GENERAL APPLICATION

Carrier will receive Ethane and transport and deliver Ethane through its facilities only as provided in these Rules and Regulations, except that specific Rules and Regulations published in individual tariffs will take precedence over Rules and Regulations published herein or in succeeding reissues of these Rules and Regulations.

5. Definitions

[N] **“ASTM”** as herein used refers to ASTM International (American Society for Testing and Materials).

“Barrels” as herein used will consist of forty-two (42) U.S. gallons at sixty degrees Fahrenheit (60°F) and equilibrium vapor pressure.

“Carrier” as herein used means and refers to Sunoco Pipeline L.P.

“Ethane” as herein used refers to ethane derived from natural gas production that satisfies the specifications for ethane set forth in Item No. 15.

“FERC” as herein used means the Federal Energy Regulatory Commission or its successor agencies.

“Nomination” as herein used means a written designation by a Shipper to Carrier of an approximate quantity of Ethane for transportation from a specified origin point or points of Carrier to a specified destination point or points of Carrier over a period of one Operating Month in accordance with these Rules and Regulations.

“Operating Month” as herein used means any month in which Carrier transports Ethane. For purpose hereof, the month shall be deemed to begin on the first day of such month at 0000 hours until the first day of the succeeding month at 0000 hours (Eastern Standard or Eastern Daylight Savings Time in Philadelphia, PA, whichever is in effect on the date specified).

“Shipper Transfer” as herein used means the physical transfer of a stated quantity of Ethane in custody of Carrier from a Shipper to another Shipper at the point of origin.

“Shipper” as herein used means the consignor of a Tender.

“Tender” or **“Tendering”** as herein used means an offer of delivery by a Shipper to Carrier of a stated quantity of Ethane for transportation from a specified origin point or points of Carrier to a specified destination point or points of Carrier in accordance with these Rules and Regulations.

“Title Transfer” as herein used means transfer of ownership reported in the records of Carrier of a stated quantity of Ethane in the custody of Carrier from one entity to another at the point of destination.

“TSA” as herein used means an Ethane Pipeline Transportation Services Agreement executed by the Carrier and a Priority Service Shipper pursuant to the open season that commenced on August 9, 2012 or an Ethane Pipeline Transportation Services Agreement pursuant to the open season that commenced on December 4, 2013.

10. Tenders; Linefill

All Shippers tendering Ethane to Carrier will promptly provide Carrier with all Nomination information reasonably required by Carrier to schedule the shipment of Ethane which Shipper desires to be made to satisfy Carrier that Tenders are in good faith and can be transported in conformance with Carrier’s tariffs. Carrier may refuse to accept Ethane for transportation until

SUNOCO PIPELINE L.P.**F.E.R.C. No. 209.5.0**

Shipper has provided Carrier with such information.

Carrier will not be obligated to accept a Tender for any Operating Month unless the Shipper submits its Nomination to the Carrier on or before the fifteenth (15th) day of the preceding calendar month.

Carrier can require Tenders of not less than five thousand (5,000) Barrels of the same kind and quality of Ethane in any Month.

Each Shipper shall supply its share of linefill by volumes as determined from time to time by Carrier. Such linefill and, if any, storage receptacle bottoms may be withdrawn from Carrier's system at any time within ninety (90) days subsequent to: (1) Shipper having ceased tendering shipments and notified Carrier in writing that it will no longer tender shipments to Carrier; (2) Shipper balances having been reconciled between Shipper and Carrier; (3) Shipper having paid Carrier for all services; and (4) for a Shipper that has entered into a TSA, the expiration or earlier termination of such TSA.

15. Specification Required As To Quality

Ethane must meet the following minimum specifications:

Specifications for Ethane:

COMPONENT	TEST METHODS	SPECIFICATIONS
Methane	[W] ASTM <u>D2163</u> ~~D-2163~~	[W] 3.0% Liq. Vol. % max.
Ethane	[W] ASTM <u>D2163</u> ~~D-2163~~	[W] 95.0% Liq. Vol. % min.
Propane & Heavier	[W] ASTM <u>D2163</u> ~~D-2163~~	2.5% Liq. Vol. max.
Butane & Heavier	[W] ASTM <u>D2163</u> ~~D-2163~~	[W] 0.1% Liq. Vol. <u>max</u> ~~Max.~~
Corrosion, Copper Strip	[W] ASTM <u>D1838</u> ~~D-1838~~	No. 1
Total Sulfur	[W] ASTM <u>D6667</u> or <u>D4045</u> ~~D-4045~~ or ~~6667~~	30 ppm wt. max.
Water Content	[W] ASTM <u>D5454</u> ~~D-5454~~	10 ppm wt. max.
Carbon Dioxide	[W] ASTM <u>D2504</u> ~~D-2504~~	1,000 ppm wt. max.
Oxygenates (Total)	[W] ASTM <u>D7423</u> ~~D-7423~~	100 ppm max.

NOTES ON TEST METHODS: Method numbers listed above, beginning with the letter "D," are ASTM Standard Test Procedures. The most recent year revision for the procedures will be used.

SUNOCO PIPELINE L.P.

F.E.R.C. No. 209.5.0

Ethane is to be commercially free of any **[W]** contaminants ~~contamination~~ that might render Ethane unusable for its commonly used applications. Specific contaminants include (but are not limited to) dirt, rust, scale, and all other types of solid contaminants, caustics, chlorides, **[N]** oxygenates, glycol, heavy metals, [N] inorganic gases, and any compound added to the product to enhance the ability to meet these specifications. **[C]** ~~methanol and other oxygenates.~~

To avoid contamination, Ethane will be received for transportation only when the specifications therefor conform with the specifications applicable to Ethane being then transported by Carrier, and no Ethane will be received or transported which does not meet the applicable specifications provided herein. Carrier shall not be responsible for contamination of Ethane transported by it unless such contamination was caused by the negligence of Carrier.

20. Title

Carrier may, in its sole discretion, reject any Ethane when tendered for transportation by Shipper where Carrier has reasonable grounds to believe that: (1) such Ethane are involved in litigation; (2) the title to such Ethane is in dispute; or (3) such Ethane are encumbered by a lien or charge of any kind (except for liens for borrowed money or arising under applicable laws). Carrier may require of Shipper satisfactory evidence of defensible and unencumbered title, or, alternatively, good right to receive and deliver (as applicable), subject to any lien created under any obligation for borrowed money or any applicable law, or a satisfactory indemnity bond to protect Carrier.

25. Measurement, Testing, Volume Corrections and Deductions

All Ethane tendered to Carrier for transportation will be measured by automatic equipment approved by Carrier. All measurements will be made in **[N]** accordance with the established industry standards and the quantities calculated in Barrels. Ethane may be measured and sampled during receipt or delivery, and the quantity may be determined and quality tested after such receipt or delivery. Shipper or its consignee may be present or represented at any measuring and testing.

Where Carrier uses a meter of Shipper or its consignee, Carrier reserves the right to request a proving or check-proving of the meter. Carrier may be present or represented at any such proving or check-proving.

Except for arithmetic errors, all measurement and testing by a representative of Carrier will be conclusive evidence of the quantity as adjusted herein if a representative of Shipper or its consignee was not present during such measuring and testing.

If two or more carriers are involved with tendered volumes, tests are to be performed by the particular carrier as agreed between carriers.

The net balance at sixty degrees Fahrenheit (60°F) and equilibrium vapor pressure **[C]** ~~less sediment and water~~ will be the quantity received or delivered by Carrier.

Pursuant to Item No. 70, Ethane quantities transported may be adjusted to allow for inherent losses, including but not limited to shrinkage, evaporation, interface losses and normal “over and short” losses and Carrier shall use commercially reasonable efforts to minimize such

losses. Gains and losses will be allocated to a Shipper for each Operating Month in proportion that the quantity of Ethane transported by such Shipper bears to the total quantity of Ethane transported by all Shippers for that Operating Month.

30. Commingling

Ethane will be accepted for transportation only on condition that it shall be subject to normal changes in general characteristics while in transit as may result from the commingling of such Ethane with other Ethane in the pipeline and/or storage receptacles of Carrier or connecting carrier. Carrier will not be liable for variations of quality of Ethane occurring while in its custody or as a result of commingling. Carrier is under no obligation to deliver the same Ethane as that received by it from Shipper.

35. Facilities Required At Origin and Destination

Ethane will be received for transportation only when Shipper has provided facilities satisfactory to originating and delivering carriers for delivering Ethane to the pipeline at terminal of receipt and for receiving said Ethane as it arrives at destination.

In the event Shipper fails to provide or designate adequate facilities for receipt at destination or has not ascertained from Carrier that it has facilities available for receipt at destination, or in the event Shipper or its consignee refuses to accept the Ethane at the destination point, Carrier shall have the right to divert or re consign, subject to the rates, rules and regulations applicable from point of origin to actual final destination, or make whatever arrangements for disposition as are deemed appropriate to deliver the Ethane from Carrier's facilities, including the right of public or private sale in a commercially reasonable manner. Carrier may be a purchaser at such sale. Out of the proceeds of said sale, Carrier shall pay itself all transportation and all other applicable lawful charges and necessary expenses of the sale and the expense of caring for and maintaining the Ethane until disposed of and the balance shall be held for whomsoever may be lawfully entitled thereto.

40. Origin Facilities Required For Automatic Custody Transfer

When Shipper or its consignee elects to deliver Ethane to Carrier at point of origin through automatic custody transfer facilities (in lieu of storage receptacles), Shipper or its consignee will furnish the required automatic measuring and sampling facilities. The design, construction, and calibration of such facilities must be approved by Carrier and any appropriate regulatory body.

In the event automatic custody transfer is made by a metering facility, Shipper or its consignee will also furnish whatever pumping service is required to ensure that the Ethane being delivered through the meter is at a pressure in excess of the true vapor pressure of the liquid.

45. Application of Rates and Charges

Ethane accepted for transportation shall be subject to the rates and charges in effect on the date of receipt of such Ethane by Carrier. Transportation and all other lawful charges will be collected on the basis of net quantities of Ethane delivered at the destination point. All net quantities will be determined in the manner provided in Item No. 25.

50. Notice of Arrival, Delivery at Destination

The obligation of Carrier is to deliver at the destination the tendered quantity of Ethane, subject to Item No. 30, and such delivery may be made upon twenty-four (24) hours' notice to the Shipper or consignee with all possible dispatch into the storage receptacles or other facilities to be provided by the Shipper or its consignee.

55. Proration of Pipeline Capacity

If, during any period, the total volume of Ethane nominated over any segment of the pipeline is in excess of the available operational capacity of said segment, Carrier shall allocate transportation capacity in accordance with the "Sunoco Pipeline L.P. Proration Policy – Ethane Pipeline" effective [W] October 1, 2019 ~~September 4, 2019~~. The proration policy will be provided upon request by the person listed as compiler on the title page of these Rules and Regulations.

60. Payment of Transportation and Other Charges; Finance Charges; Lien; Set-Off

The transportation and all other charges accruing on all Ethane accepted for shipment and any deficiency payments under TSAs, each at the applicable rate, shall be paid in accordance with Carrier's invoice terms and these Rules and Regulations. Carrier shall issue invoices for transportation and other charges accruing on Ethane deliveries and any such deficiency payments on a monthly basis. Carrier may, if a Shipper fails to pay, or is late in making payment of, transportation or other charges, or Carrier reasonably believes a Shipper may not have the capacity to perform any financial obligations that could arise from the transportation of Shipper's Ethane, at Carrier's option, require Shipper to (a) pay all charges in advance, (b) provide a parental guaranty from a creditworthy parent, or (c) provide an irrevocable letter of credit satisfactory to Carrier. Any such letter of credit or parental guaranty shall be in form and substance reasonably acceptable to Carrier. For Ethane not released due to failure of Shipper to pay or left in Carrier's custody after the scheduled delivery has expired, Carrier may assess reasonable storage charges and other reasonable charges (including any reasonable attorney fees and court costs) incurred with the preservation or sale of the Ethane.

If such charges are not paid by the due date stated on the invoice, Carrier shall 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.

Ethane owned by Shipper and accepted for such transportation shall be subject to a lien and security interest in favor of Carrier. This lien and security interest shall secure: (1) all transportation and any other charges due or to become due from Shipper under the terms of these Rules and Regulations; 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. At Carrier's request, Shipper shall execute all such agreements and do all such things as Carrier shall reasonably request in connection with the creation or perfection of such lien and security interest. The lien provided herein shall be in addition to any lien provided by statute or common law.

SUNOCO PIPELINE L.P.**F.E.R.C. No. 209.5.0**

If the Ethane remains in Carrier's custody more than thirty (30) days after the tender of delivery by Carrier, Carrier shall have the right to sell the Ethane at a public or private sale in a commercially reasonable manner to collect such charges.

Carrier reserves the right to set-off any such charges against any monies owed to Shipper by Carrier or any Ethane of Shipper in Carrier's custody. The balance of the proceeds of the sale remaining, if any, shall be paid to Shipper or, if there is a dispute or claim as to entitlement, held for whoever may be lawfully entitled thereto.

65. Warranties

Shipper warrants that the Ethane tendered to Carrier will conform to the applicable Specifications stated in Item No. 15, it will be merchantable and will not be contaminated. Shipper will be liable to Carrier, other Shippers or consignees for any damages, including special, incidental, and consequential, arising from a breach of this warranty.

CARRIER DOES NOT MAKE ANY WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY, CONCERNING THE QUALITY OF THE ETHANE.

70. Exemption of Liability

Carrier will not be liable for any loss of Ethane or damage thereto or delay caused by an Act of God, fire, explosion, storm, flood, electrical malfunction, war, rebellion, insurrection, strike, breakage or accident to machinery or equipment, difference with workmen, the public enemy, quarantine, the authority of law, riots, the act of default of Shipper or owner, or from any cause not due to fault or negligence or from any cause reasonably beyond the control of Carrier. In such cases, the loss allocated to Shipper shall be the quantity equal to the amount of its Tenders for the month in which such loss occurs bears to the whole amount of the linefill and Ethane in storage in the system of Carrier during the month of such loss, and Shipper shall be entitled to receive only such portion of its Tenders as remains after deducting its due proportion of the loss. Carrier's custody of the Tenders shall end when Ethane has been delivered into Shipper's or its consignee's facilities.

Except in force majeure situations described or referenced above, the correction of a nonconformity, the payment of the difference between the reference price for similar Ethane in the area of origin and the value of the degraded Ethane, or the replacement of the Ethane, at Carrier's option, will constitute fulfillment of all liabilities of Carrier whether the liabilities are based on contract, negligence or otherwise. CARRIER WILL NOT BE LIABLE FOR SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES.

The reference prices for Ethane and the methodology for calculating the value of any overage or shortage periodically will be provided to Shipper in a letter from Carrier in advance of the effective date of any revision in the reference prices or methodology.

If Shipper does not own Ethane nominated or Tendered by Shipper pursuant to these Rules and Regulations, Shipper shall indemnify and hold harmless Carrier from and against any and all losses, claims, liabilities, demands, costs and expenses (including reasonable attorneys' fees)

suffered or incurred by Carrier that would not have been suffered or incurred by Carrier if the owner of such Ethane had itself nominated and tendered such Ethane to Carrier.

75. Carrier's Remedies

The transportation of the Ethane may be refused, terminated, diverted or returned if Carrier determines or is advised that the Ethane does not meet the requirements of these Rules and Regulations. Carrier shall have the right, at its sole discretion, to any remedy available, including but not limited to the right to sell and dispose of Ethane which does not conform to the quality specifications set forth in Item 15 of these Rules and Regulations without notice or liability. Except for any charges and expenses deducted from the proceeds of any sale in accordance with the following sentence, Shipper shall reimburse Carrier for all costs and expenses incurred by Carrier in returning or otherwise disposing of such non-conforming Ethane. If Carrier shall sell such non-conforming Ethane, the balance or any proceeds of sale, after Carrier shall have paid itself all transportation and all other applicable lawful charges and necessary expenses of the sale and the expense of caring for and maintaining the Ethane until disposed of, shall be held for whomsoever may be lawfully entitled thereto.

Additionally, Carrier reserves the right to sample and test the Ethane tendered by Shipper. If the Ethane does not meet the applicable quality specifications set forth in Item No. 15, Carrier reserves the right to take appropriate action, including but not limited to: (1) requiring the Shipper to test its Ethane at Carrier approved laboratory, at Shipper's expense, prior to tender to ensure its quality is consistent with Carrier's specifications; (2) suspension; and (3) permanent disconnection.

80. Pipeage Contracts Required

Separate pipeage contracts in accordance with these Rules and Regulations covering further details may be required of a Shipper before any duty to transport will arise.

85. Claims and Times for Filing

As a condition precedent to recovery for loss, damage, or delay to shipments, claims must be filed in writing with Carrier within nine (9) months after delivery of the Ethane or, in case of failure to make delivery, then within nine (9) months after a reasonable time for delivery has elapsed. Suits arising out of such claims must be instituted against Carrier within two (2) years from the time when the Carrier delivers, or tenders delivery of the Ethane or, in case of failure to make or tender delivery, then within two (2) years after a reasonable time for delivery has elapsed. Where claims are not filed or suits are not instituted thereon in accordance with the foregoing provisions, Carrier will not be liable and such claims will not be paid.

90. Duty of Carrier

Carrier shall be required to transport Ethane with reasonable diligence, considering the quantity of Ethane, the distance of transportation, the safety of operation, and other material factors.

95. Application of Rates from and to Intermediate Points

Carrier will receive Ethane for pipeline transportation only from and to established origin and delivery stations or terminals.

Ethane received from an established origin station on the pipeline, which is not named in tariff making reference hereto, but which is intermediate to a point from which rates are published in said tariff, through such unnamed point, will be assessed the rate in effect from the next more distant point published in the tariff.

Ethane delivered to an established delivery station or terminal on the pipeline, which is not named in tariff making reference hereto, but which is intermediate to a point to which rates are published in said tariff, through such unnamed point, will be assessed the rate in effect to the next more distant point published in the tariff.

100. Intrasystem Transfers

Carrier will allow Shipper Transfers and/or Title Transfers from one ownership to another for Ethane in custody of Carrier, subject to payment of a charge of two hundred fifty dollars (\$250.00) by the party directing any such transfer to Carrier.

The party accepting volumes on a Shipper Transfer shall become the Shipper of record. The Shipper Transfer must be made at point of origin.

A transfer request, if accepted, must be confirmed in writing, e-mail or by facsimile by both the transferor and the transferee within forty-eight (48) hours after the transfer request. Such transfer request will indicate the party to which the transfer is to be made, the amount of Ethane to be transferred, and its location.

Carrier will incur no liability for any losses or damage incurred by any Shipper or owner involved in any intrasystem transfer.

105. Corrosion Inhibitors

Carrier reserves the right to inject or approve the injection of corrosion inhibitors in the Ethane to be transported so long as the commingled stream of Ethane continues to meet the quality specifications in Item No. 15.

110. Connection Requirements

All proposed receiving or delivery connections must meet Tender, tankage, hourly flow rate conditions, and metering requirements as they exist at the time of requested connection and must also have provisions which will allow for increases to maximum line flow rate and pressure conditions. All proposed connection designs must be approved by Carrier, and all costs of connections shall be paid by the connecting party.

115. Commodity

Carrier will not accept any commodities other than Ethane for transportation on the pipeline.

120. Charges for Spill Compensation Acts and Regulations

Without duplication, in addition to the transportation charges and all other charges accruing on Ethane accepted for transportation, a per Barrel charge will be assessed and collected in the amount of any tax, fee, or other charge levied against Carrier in connection with such Ethane pursuant to any federal, state, or local act or regulation which levies a tax, fee or other charge on the receipt, delivery, transfer, or transportation of such Ethane within its jurisdiction for the purpose of creating a fund for the prevention, containment, clean up, and/or removal of spills and/or the reimbursement of persons sustaining a loss therefrom; provided, however, that payment of such charge shall not be construed as an assumption of liability by Shipper for spills, contamination or loss.

125. Agents

A Shipper may, by notice in writing to Carrier, authorize an agent (an “**Agent**”) to perform some or all of Shipper’s obligations, or act on Shipper’s behalf in complying with the procedures, set forth or provided for in these Rules and Regulation. Shipper shall be liable for and bound by any and all acts or omissions of the Agent in performing such obligations or complying with such procedures. Carrier shall be entitled to rely on any such authorization unless and until it shall have received notice in writing from Shipper that such authorization has been terminated.

COMPANIES REFERENCED IN THIS TARIFF:

SUNOCO PARTNERS MARKETING & TERMINALS L.P.’s MARCUS HOOK INDUSTRIAL COMPLEX (MHIC)

EXPLANATION OF REFERENCE MARKS:

[C] CANCELLED

[N] NEW

[W] CHANGE IN WORDING ONLY

SUNOCO PIPELINE L.P.

LOCAL PROPORTIONAL PIPELINE TARIFF

Applying On
NATURAL GAS LIQUIDS (NGLs)

From Points In:
Ohio, West Virginia and
Pennsylvania

To:
Claymont (Sunoco's MHIC), New Castle County, Delaware
[N] &
Sinking Spring, Berks County, Pennsylvania

Filed in compliance with 18 C.F.R. § 341.3 (Form of tariff).

The Priority Service Rates are pursuant to Commission Orders issued in Docket Nos. OR13-9-000 (142 F.E.R.C. ¶ 61,115) and OR14-40-000 (142 F.E.R.C. ¶61,191).

Governed, except as otherwise provided herein, by the rules and regulations published in Sunoco Pipeline L.P.'s F.E.R.C. Tariff No. 221.0.0, supplements thereto and successive issues thereof.

Request for Special Permission

Issued on [W] four (4) ~~less than one (1)~~ 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: SEPTEMBER 26, 2019

EFFECTIVE: OCTOBER 1, 2019

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SUNOCO PIPELINE L.P.**F.E.R.C. No. 222.3.0****TABLE OF RATES****[U] UNCHANGED. ALL RATES ARE UNCHANGED UNLESS OTHERWISE NOTED.**

		Priority Service Rate 2012 TSA Customers (Propane)²	Priority Service Rate 2014 TSA Customers (Propane and Butane)¹
Origin	Destination	Rate in cents per barrel of 42 U.S. Gallons	Rate in cents per barrel of 42 U.S. Gallons
Houston, Washington County, Pennsylvania	Claymont (Sunoco's MHIC), New Castle County, Delaware	327.44	395.46
Follansbee, Brooke County, West Virginia	Claymont (Sunoco's MHIC), New Castle County, Delaware		395.46
Hopedale, Harrison County, Ohio	Claymont (Sunoco's MHIC), New Castle County, Delaware		395.46
Scio, Harrison County, Ohio	Claymont (Sunoco's MHIC), New Castle County, Delaware		395.46

			Uncommitted Rate
Origin	Destination	Product	Rate in cents per barrel of 42 U.S. Gallons
Houston, Washington County, Pennsylvania	Claymont (Sunoco's MHIC), New Castle County, Delaware	Propane	325.68
[N] <u>Houston, Washington County, Pennsylvania</u>	[N] <u>Sinking Spring, Berks County, Pennsylvania</u>	[N] <u>Propane</u>	[N] 325.68
[N] <u>Follansbee, Brooke County, West Virginia</u>	[N] <u>Sinking Spring, Berks County, Pennsylvania</u>	[N] <u>Propane</u>	[N] 394.41

SUNOCO PIPELINE L.P.**F.E.R.C. No. 222.3.0**

[N] <u>Hopedale, Harrison County, Ohio</u>	[N] <u>Sinking Spring, Berks County, Pennsylvania</u>	[N] <u>Propane</u>	[N] 394.41
[N] <u>Scio, Harrison County, Ohio</u>	[N] <u>Sinking Spring, Berks County, Pennsylvania</u>	[N] <u>Propane</u>	[N] 394.41
Houston, Washington County, Pennsylvania	Claymont (Sunoco's MHIC), New Castle County, Delaware	Butane; C3+	394.41
Follansbee, Brooke County, West Virginia	Claymont (Sunoco's MHIC), New Castle County, Delaware	Propane; Butane;	394.41
Hopedale, Harrison County, Ohio	Claymont (Sunoco's MHIC), New Castle County, Delaware	Propane; Butane	394.41
Scio, Harrison County, Ohio	Claymont (Sunoco's MHIC), New Castle County, Delaware	Propane; Butane	394.41

COMPANIES REFERENCED IN THIS TARIFF:

Sunoco Partners Marketing and Terminals L.P.'s Marcus Hook Industrial Complex (MHIC)

Footnotes

¹ "2014 TSA Customers" are Shippers that entered into NGLs Pipeline Transportation Services Agreements pursuant to the open season that commenced on December 4, 2013.

² "2012 TSA Customers" are Shippers that entered into Propane Pipeline Transportation Services Agreements pursuant to the open season that commenced on August 9, 2012.

EXPLANATION OF REFERENCE MARKS:

[N] NEW

[U] UNCHANGED

[W] CHANGE IN WORDING

SUNOCO PIPELINE L.P.

LOCAL TARIFF

CONTAINING

RULES AND REGULATIONS

GOVERNING THE PIPELINE TRANSPORTATION OF

NATURAL GAS LIQUIDS (NGLS)

From Points in

OHIO, WEST VIRGINIA and PENNSYLVANIA

To

[W] a Points in

DELAWARE [N] & PENNSYLVANIA

Filed in compliance with 18 C.F.R. § 341.3 (Form of tariff).

Request for Special Permission

Issued on [W] ~~less than one (1)~~ four (4) day's 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: SEPTEMBER 26, 2019

EFFECTIVE: OCTOBER 1, 2019

Issued by:

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GENERAL APPLICATION

Carrier will receive NGLs and transport and deliver NGLs through its facilities only as provided in these Rules and Regulations, except that specific Rules and Regulations published in individual tariffs will take precedence over Rules and Regulations published herein or in succeeding reissues of these Rules and Regulations.

5. Definitions

“**ASTM**” as herein used refers to ASTM International.

“**Barrels**” as herein used will consist of forty-two (42) U.S. gallons at sixty degrees Fahrenheit (60°F) and equilibrium vapor pressure.

“**Butane**” as herein used refers to butane that satisfies the specifications for butane set forth in Item No. 15.

“**Carrier**” as herein used means and refers to Sunoco Pipeline L.P.

“**C3+**” as herein used refers to C3+ that satisfies the specifications for C3+ set forth in Item No. 15.

“**FERC**” as herein used means the Federal Energy Regulatory Commission or its successor agencies.

[N] “**GPA**” as herein used refers to GPA Midstream Association.

“**NGLs**” as herein used means Propane, Butane and/or C3+.

“**Nomination**” as herein used means a written designation by a Shipper to Carrier of an approximate quantity of NGLs for transportation from a specified origin point or points of Carrier to the destination point of Carrier over a period of one Operating Month in accordance with these Rules and Regulations.

“**Operating Month**” as herein used means any month in which Carrier transports NGLs. For purpose hereof, the month shall be deemed to begin on the first day of such month at 0000 hours until the first day of the succeeding month at 0000 hours (Eastern Standard or Eastern Daylight Savings Time in Philadelphia, PA, whichever is in effect on the date specified).

“**Propane**” as herein used means propane that satisfies the specifications for propane set forth in Item No. 15.

“**Shipper Transfer**” as herein used means the physical transfer of a stated quantity of NGLs in custody of Carrier from a Shipper to another Shipper at the point of origin.

“**Shipper**” as herein used means the consignor of a Tender.

“**Tender**” or “**Tendering**” as herein used means an offer of delivery by a Shipper to Carrier of a stated quantity of NGLs for transportation from a specified origin point or points of Carrier to the destination point of Carrier in accordance with these Rules and Regulations.

“**Title Transfer**” as herein used means transfer of ownership reported in the records of Carrier of a stated quantity of NGLs in the custody of Carrier from one entity to another at the point of destination.

“**TSA**” as herein used means a transportation services agreement between a Shipper and Carrier with respect to the pipeline.

10. Tenders; Linefill

All Shippers tendering NGLs to Carrier will promptly provide Carrier with all Nomination information reasonably required by Carrier to schedule the shipment of NGLs which Shipper desires to be made to satisfy Carrier that Tenders are in good faith and can be transported in conformance with Carrier’s tariffs. Carrier may refuse to accept NGLs for transportation until

Shipper has provided Carrier with such information.

Carrier will not be obligated to accept a Tender for any Operating Month unless the Shipper submits its Nomination to the Carrier on or before the fifteenth (15th) day of the preceding calendar month.

Carrier can require Tenders of not less than twenty-five thousand (25,000) Barrels of the same kind and quality of NGLs in any Month, except that Carrier may accept seven thousand five hundred (7,500) Barrels or more of NGLs if such quantity can be consolidated with other NGLs of the same type and quality, such that Carrier can make a single delivery of at least twenty-five thousand (25,000) Barrels. The term “single delivery” as used herein means a delivery of NGLs in one continuous operation to one or more Shippers or consignees into a single facility to which Carrier is connected.

Each Shipper shall supply its share of linefill by types and volumes as determined from time to time by Carrier. Such linefill and, if any, storage receptacle bottoms may be withdrawn from Carrier’s system at any time within ninety (90) days subsequent to: (1) Shipper having ceased tendering shipments and notified Carrier in writing that it will no longer tender shipments to Carrier; (2) Shipper balances having been reconciled between Shipper and Carrier; (3) Shipper having paid Carrier for all services; and (4) for a Shipper that has entered into a TSA, the expiration or earlier termination of such TSA. Carrier will not require a Shipper to provide, on or before April 30, 2019, any linefill for the Pipeline pursuant to this Item 10.

15. Specification Required As To Quality

NGLs must meet the following minimum specifications:

For Propane:

COMPONENT	TEST METHODS	SPECIFICATION
Ethane	[W] ASTM <u>D2163</u> ~~D-2163~~	2.0% liq. vol. max.
Olefins	[W] ASTM <u>D2163</u> ~~D-2163~~	0.1% liq. vol. max.
Propane	[W] ASTM <u>D2163</u> ~~D-2163~~	95.0% liq. vol. min.
Butanes	[W] ASTM <u>D2163</u> ~~D-2163~~	2.5% liq. vol. max.
Pentanes & Heavier	[W] ASTM <u>D2163</u> ~~D-2163~~	NIL
Total Oxygenates (Methanol + all other Oxygenates)	[W] ASTM <u>D7423</u> ~~D-7423~~	250 ppm wt. max.
Methanol	[W] ASTM <u>D7423</u> ~~D-7423~~	250 ppm wt. max.
All other Oxygenates	[W] ASTM <u>D7423</u> ~~D-7423~~	25 ppm wt. max.
Total Sulfur	[W] ASTM <u>D6667</u> ~~D-6667~~	30 ppm wt. max.
Water Content	[W] ASTM <u>D5454</u> ~~D-5454~~	10 ppm. wt. max
Vapor Pressure @100°F, psig,	[W] ASTM <u>D2598</u> ~~D-2598~~	200 max.
Corrosion, Copper Strip	[W] ASTM <u>D1838</u> ~~D-1838~~	No. 1

Volatile Residues, Temperature @ 95% Evaporation	[W] ASTM <u>D1837</u> ~~D-1837~~	-42° F max.
Residual Matter Residue on evaporation of 100ml Oil Stain Observations	[W] ASTM <u>D2158</u> ~~D-2158~~	0.05 ml. max. PASS

For Butane:

COMPONENT	TEST METHODS	SPECIFICATION
Propane	[W] ASTM <u>D2163</u> ~~D-2163~~	2.0% liq. vol. max.
Iso-Butane	[W] ASTM <u>D2163</u> ~~D-2163~~	44.0% liq. vol. max.
N-Butane	[W] ASTM <u>D2163</u> ~~D-2163~~	54.0% liq. vol. min.
Pentanes & Heavier	[W] ASTM <u>D2163</u> ~~D-2163~~	1.75% liq. vol. max.
Olefins	[W] ASTM <u>D2163</u> ~~D-2163~~	0.1% liq. vol. max.
Total Oxygenates (Methanol + all other Oxygenates)	[W] ASTM <u>D7423</u> ~~D-7423~~	250 ppm wt. max.
Methanol	[W] ASTM <u>D7423</u> ~~D-7423~~	250 ppm wt. max.
All other Oxygenates	[W] ASTM <u>D7423</u> ~~D-7423~~	25 ppm wt. max.
Corrosion, Copper Strip	[W] ASTM <u>D1838</u> ~~D-1838~~	No. 1
Hydrogen Sulfide	[W] ASTM <u>D2420</u> ~~D-2420~~	[W] ~~5 ppm wt. max~~ <u>PASS</u>
Total Sulfur	[W] ASTM <u>D6667</u> ~~D-6667~~	30 ppm wt. max.
Water Content	[W] ASTM <u>D5454</u> ~~D-5454~~	10 ppm. wt. max
Vapor Pressure @100°F, psig.	[W] ASTM <u>D2598</u> ~~D-2598~~	65 max.

FOR C3+:

COMPONENT	TEST METHODS	SPECIFICATION
Methane	[W] GPA- <u>2186</u> ~~2463~~	0.01% liq. vol. max.
Ethane	GPA-2186	0.8% liq. vol. max.
Propane	GPA-2186	0.0 – 94.9 % liq. vol.
Butanes	GPA-2186	0.0 – 94.9 % liq. vol.
Pentane & Heavier	GPA-2186	40.0% liq. vol. max
Hexane & Heavier	GPA-2186	25.0% liq. vol. max.
Heptane & Heavier	GPA-2186	10.0% liq. vol. max.
Olefins	GPA-2186	0.1% liq. vol. max.

[N] <u>Simulated Distillation - FBP</u>	[N] <u>ASTM D2887</u>	[N] <u>430 °F max.</u>
Total Sulfur	[W] ASTM <u>D6667</u> ~~D-6667~~	25 ppm wt. max.
Water Content	[W] ASTM <u>D5454</u> ~~D-5454~~	20 ppm. wt. max
Corrosion, Copper Strip	[W] <u>ASTM D1838</u> ~~D-1838~~	No.1

[N] * This is a C3+ “Feedstock” specification - variability in parameters is negotiable.

NOTES ON TEST METHODS: Method numbers listed above, beginning with the letter “D,” are ASTM Standard Test Procedures. The most recent year revision for the procedures will be used.

NGLs are to be commercially free of any contamination that might render NGLs unusable for their commonly used applications. Specific contaminants include (but are not necessarily limited to) excessive amounts of dirt, rust, scale, and all other types of solid [W] contaminants, caustics, chlorides, fluorides, [C] ~~methanol~~, heavy metals, and oxygenates.

To avoid contamination, NGLs will be received for transportation only when the specifications therefor conform with the specifications applicable to NGLs being then transported by Carrier, and no NGLs will be received or transported which do not meet the applicable specifications provided herein. Carrier is responsible for contamination of NGLs transported by it to the extent such contamination was caused by the negligence of Carrier.

20. Title

Carrier may, in its sole discretion, reject any NGLs when tendered for transportation by Shipper where Carrier has reasonable grounds to believe that: (1) such NGLs are involved in litigation; (2) the title to such NGLs is in dispute; or (3) such NGLs are encumbered by a lien or charge of any kind (except for liens for borrowed money or arising under applicable laws). Carrier may require of Shipper satisfactory evidence of defensible and unencumbered title, or, alternatively, good right to receive and deliver (as applicable), subject to any lien created under any obligation for borrowed money or any applicable laws, or a satisfactory indemnity bond to protect Carrier.

25. Measurement, Testing, Volume Corrections and Deductions

All NGLs tendered to Carrier for transportation will be measured by automatic equipment approved by Carrier. All measurements will be made in [N] accordance with the established industry standards and the quantities calculated in Barrels. NGLs may be measured and sampled during receipt or delivery, and the quantity may be determined and quality tested after such receipt or delivery. Shipper or its consignee may be present or represented at any measuring and testing.

Where Carrier uses a meter of Shipper or its consignee, Carrier reserves the right to request a proving or check-proving of the meter. Carrier may be present or represented at any such proving or check-proving.

Except for arithmetic errors, all measurement and testing by a representative of Carrier will be conclusive evidence of the quantity as adjusted herein if a representative of Shipper or its consignee was not present during such measuring and testing.

If two or more carriers are involved with tendered volumes, tests are to be performed by the particular carrier as agreed between carriers.

The net balance at sixty degrees Fahrenheit (60°F) and equilibrium vapor pressure [C] less ~~sediment and water~~ will be the quantity received or delivered by Carrier.

Pursuant to Item No. 70, quantities of NGLs transported may be adjusted to allow for inherent losses, including but not limited to shrinkage, evaporation, interface losses and normal “over and short” losses and Carrier shall use commercially reasonable efforts to minimize such losses. Gains and losses will be allocated to a Shipper for each Operating Month in proportion that the quantity of NGLs transported by such Shipper bears to the total quantity of NGLs transported by all Shippers for that Operating Month. Interface losses that result from Carrier’s acceptance of a Shipper’s NGLs nominated and tendered by Shipper other than in accordance with that Shipper’s nomination and Carrier’s published schedule shall be charged directly to that Shipper.

30. Commingling

NGLs will be accepted for transportation only on condition that they shall be subject to normal changes in general characteristics while in transit as may result from the commingling of such NGLs with the same type of NGLs in the pipeline and/or storage receptacles of Carrier or connecting carrier. Carrier will not be liable for variations of quality of NGLs occurring while in its custody or as a result of commingling. Carrier shall deliver the same type of NGLs as those received from Shipper, but is under no obligation to deliver the identical NGLs as those received by it from Shipper.

35. Facilities Required At Origin and Destination

NGLs will be received for transportation only when Shipper has provided facilities satisfactory to originating and delivering carriers for delivering NGLs to the pipeline at terminal of receipt and for receiving said NGLs as it arrives at destination.

In the event Shipper fails to provide or designate adequate facilities for receipt at destination or has not ascertained from Carrier that it has facilities available for receipt at destination, or in the event Shipper or its consignee refuses to accept the NGLs at the destination point, Carrier shall have the right to divert or re consign, subject to the rates, rules and regulations applicable from point of origin to actual final destination, or make whatever arrangements for disposition as are deemed appropriate to deliver the NGLs from Carrier’s facilities, including the right of public or private sale in a commercially reasonable manner. Carrier may be a purchaser at such sale. Out of the proceeds of said sale, Carrier shall pay itself all transportation and all other applicable lawful charges and necessary expenses of the sale and the expense of caring for and maintaining the NGLs until disposed of and the balance shall be held for whomsoever may be lawfully entitled thereto.

40. Origin Facilities Required For Automatic Custody Transfer

When Shipper or its consignee elects to deliver NGLs to Carrier at point of origin through automatic custody transfer facilities (in lieu of storage receptacles), Shipper or its consignee will furnish the required automatic measuring and sampling facilities. The design, construction, and calibration of such facilities must be approved by Carrier and any appropriate regulatory body.

In the event automatic custody transfer is made by a metering facility, Shipper or its consignee will also furnish whatever pumping service is required to ensure that the NGLs being delivered through the meter is at a pressure in excess of the true vapor pressure of the liquid.

45. Application of Rates and Charges

NGLs accepted for transportation shall be subject to the rates and charges in effect on the date of receipt of such NGLs by Carrier. Transportation and all other lawful charges will be collected on the basis of net quantities of NGLs delivered at the destination point. All net quantities will be determined in the manner provided in Item No. 25.

50. Notice of Arrival, Delivery at Destination

The obligation of Carrier is to deliver at the destination the tendered quantity of NGLs, subject to Item No. 30, and such delivery may be made upon twenty-four (24) hours' notice to the Shipper or consignee with all possible dispatch into the storage receptacles or other facilities to be provided by the Shipper or its consignee.

55. Proration of Pipeline Capacity

If, during any period, the total volume of NGLs nominated over any segment of the pipeline is in excess of the available operational capacity of said segment, Carrier shall allocate transportation capacity in accordance with the "*Sunoco Pipeline L.P. Proration Policy – NGLs Pipeline*" effective [W] ~~October 1, 2019~~ ~~September 4, 2019~~. The proration policy will be provided upon request by the person listed as compiler on the title page of these Rules and Regulations.

60. Payment of Transportation and Other Charges; Finance Charges; Lien; Set-Off

The transportation and all other charges accruing on all NGLs accepted for shipment and any deficiency payments under TSAs, each at the applicable rate, shall be paid in accordance with Carrier's invoice terms and these Rules and Regulations. Carrier shall issue invoices for transportation and other charges accruing on NGLs deliveries and any such deficiency payments on a monthly basis. Carrier may, if a Shipper fails to pay, or is late in making payment of, transportation or other charges, or Carrier reasonably believes a Shipper may not have the capacity to perform any financial obligations that could arise from the transportation of Shipper's NGLs, at Carrier's option, require Shipper to (a) pay all charges in advance, (b) provide a parental guaranty from a creditworthy parent, or (c) provide an irrevocable letter of credit satisfactory to Carrier. Any such letter of credit or parental guaranty shall be in form and substance reasonably acceptable to Carrier. For NGLs not released due to failure of Shipper to pay or left in Carrier's custody after the scheduled delivery has expired, Carrier may assess reasonable storage charges and other reasonable charges (including any reasonable attorney fees and court costs) incurred with the preservation or sale of the NGLs.

If such charges are not paid by the due date stated on the invoice, Carrier shall 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.

NGLs owned by Shipper and accepted for such transportation shall be subject to a lien and security interest in favor of Carrier. This lien and security interest shall secure: (1) all transportation and any other charges due or to become due from Shipper under the terms of these Rules and Regulations; 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. At Carrier's request, Shipper shall execute all such agreements and do all such

things as Carrier shall reasonably request in connection with the creation or perfection of such lien and security interest. The lien provided herein shall be in addition to any lien provided by statute or common law.

If the NGLs remains in Carrier's custody more than thirty (30) days after the tender of delivery by Carrier, Carrier shall have the right to sell the NGLs at a public or private sale in a commercially reasonable manner to collect such charges.

Carrier reserves the right to set-off any such charges against any monies owed to Shipper by Carrier or any NGLs of Shipper in Carrier's custody. The balance of the proceeds of the sale remaining, if any, shall be paid to Shipper or, if there is a dispute or claim as to entitlement, held for whoever may be lawfully entitled thereto.

65. Warranties

Shipper warrants that the NGLs tendered to Carrier will conform with the applicable Specifications stated in Item No. 15, will be merchantable and will not be contaminated. Shipper will be liable to Carrier for any damages or losses solely to the extent arising from Shipper's breach of this warranty; provided that Shipper shall not be liable for special, incidental or consequential damages except Shipper shall be liable to Carrier solely to the extent Shipper's breach of this warranty results in special, incidental or consequential damages (collectively, "Other Damages") that are required to be paid by Carrier to third parties in connection with any third party claim.

If Carrier receives a third party claim for Other Damages arising from a breach of Shipper's warranty for which Carrier proposes to seek reimbursement from Shipper pursuant to this item 65, Carrier shall give prompt written notice of such claim to Shipper (provided that failure to give notice of such claim shall not relieve Shipper of its obligation in this item 65 except to the extent Shipper is actually prejudiced by such failure). If Shipper requests in writing to participate in the defense of such claim within fourteen (14) days of such notice, Carrier and Shipper shall jointly defend such a claim pursuant to a joint defense agreement reasonably acceptable to Carrier and Shipper.

CARRIER DOES NOT MAKE ANY WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY, CONCERNING THE QUALITY OF THE NGLs.

70. Exemption of Liability

Carrier will not be liable for any loss of NGLs or damage thereto or delay caused by an Act of God, fire, explosion, storm, flood, electrical malfunction, war, rebellion, insurrection, strike, breakage or accident to machinery or equipment, difference with workmen, the public enemy, quarantine, the authority of law, riots, the act of default of Shipper or owner, or from any cause not due to fault or negligence or from any cause reasonably beyond the control of Carrier. In such cases, the loss allocated to Shipper shall be the quantity equal to the amount of its Tenders for the month in which such loss occurs bears to the whole amount of the linefill and NGLs in storage in the system of Carrier during the month of such loss, and Shipper shall be entitled to receive only such portion of its Tenders as remains after deducting its due proportion of the loss. Carrier's custody of the Tenders shall end when NGLs has been delivered into Shipper's or its consignee's facilities.

Except in force majeure situations described or referenced above, the correction of a nonconformity, the payment of the difference between the reference price for similar NGLs in the area of origin and the value of the degraded NGLs, or the replacement of the NGLs, at Carrier's option, will constitute fulfillment of all liabilities of Carrier whether the liabilities are based on contract, negligence or otherwise. CARRIER WILL NOT BE LIABLE FOR SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES.

The reference prices for each type of NGLs and the methodology for calculating the value of any overage or shortage periodically will be provided to Shipper in a letter from Carrier in advance of the effective date of any revision in the reference prices or methodology.

If Shipper does not own NGLs nominated or Tendered by Shipper pursuant to these Rules and Regulations, Shipper shall indemnify and hold harmless Carrier from and against any and all reasonable losses, claims, liabilities, demands, costs and expenses (including reasonable attorneys' fees) suffered or incurred by Carrier that would not have been suffered or incurred by Carrier if the owner of such NGLs had itself nominated and tendered such NGLs to Carrier.

75. Carrier's Remedies

The transportation of NGLs may be refused, terminated, diverted or returned if Carrier determines or is advised that the NGLs do not meet the requirements of these Rules and Regulations. Carrier shall have the right, at its sole discretion, to any remedy available, including but not limited to the right to sell, and dispose of NGLs which do not conform to the quality specifications set forth in Item 15 of these Rules and Regulations without notice or liability. Except for any charges and expenses deducted from the proceeds of any sale in accordance with the following sentence, Shipper shall reimburse Carrier for all costs and expenses incurred by Carrier in returning or otherwise disposing of such non-conforming NGLs. If Carrier shall sell such non-conforming NGLs, the balance of any proceeds of sale, after Carrier shall have paid itself all transportation and all other applicable lawful charges and necessary expenses of the sale and the expense of caring for and maintaining the NGLs until disposed of, shall be held for whomsoever may be lawfully entitled thereto.

Additionally, Carrier reserves the right to sample and test NGLs tendered by Shipper. If the NGLs do not meet the applicable quality specifications set forth in Item No. 15, Carrier reserves the right to take appropriate action, including but not limited to: (1) requiring the Shipper to test its NGLs at Carrier approved laboratory, at Shipper's expense, prior to tender to ensure their quality is consistent with Carrier's specifications; (2) suspension; and (3) permanent disconnection.

80. Pipeage Contracts Required

Separate pipeage contracts in accordance with these Rules and Regulations covering further details may be required of a Shipper before any duty to transport will arise.

85. Claims and Times for Filing

As a condition precedent to recovery for loss, damage, or delay to shipments, claims must be filed in writing with Carrier within nine (9) months after delivery of NGLs or, in case of failure to make delivery, then within nine (9) months after a reasonable time for delivery has elapsed. Suits arising out of such claims must be instituted against Carrier within two (2) years from the time when the Carrier delivers, or tenders delivery of the NGLs or, in case of failure to make or tender delivery, then within two (2) years after a reasonable time for delivery has elapsed. Where

claims are not filed or suits are not instituted thereon in accordance with the foregoing provisions, Carrier will not be liable and such claims will not be paid.

90. Duty of Carrier

Carrier shall be required to transport NGLs with reasonable diligence, considering the quantity of NGLs, the distance of transportation, the safety of operation, and other material factors.

95. Application of Rates from and to Intermediate Points

Carrier will receive NGLs for pipeline transportation only from and to established origin and delivery stations or terminals.

NGLs received from an established origin station on the pipeline, which is not named in tariff making reference hereto, but which is intermediate to a point from which rates are published in said tariff, through such unnamed point, will be assessed the rate in effect from the next more distant point published in the tariff.

NGLs delivered to an established delivery station or terminal on the pipeline, which is not named in tariff making reference hereto, but which is intermediate to a point to which rates are published in said tariff, through such unnamed point, will be assessed the rate in effect to the next more distant point published in the tariff.

100. Intrasystem Transfers

Carrier will allow Shipper Transfers and/or Title Transfers from one ownership to another for NGLs in custody of Carrier, subject to payment of a charge of two hundred fifty dollars (\$250.00) by the party directing any such transfer to Carrier.

The party accepting volumes on a Shipper Transfer shall become the Shipper of record. The Shipper Transfer must be made at point of origin.

A transfer request, if accepted, must be confirmed in writing, e-mail or by facsimile by both the transferor and the transferee within forty-eight (48) hours after the transfer request. Such transfer request will indicate the party to which the transfer is to be made, the amount of NGLs to be transferred, and its location.

Carrier will incur no liability for any losses or damage incurred by any Shipper or owner involved in any intrasystem transfer.

105. Corrosion Inhibitors

Carrier reserves the right to inject or approve the injection of corrosion inhibitors in NGLs to be transported so long as the commingled stream of NGLs continues to meet the quality specifications in Item No. 15.

110. Connection Requirements

All proposed receiving or delivery connections must meet Tender, tankage, hourly flow rate conditions, and metering requirements as they exist at the time of requested connection and must also have provisions which will allow for increases to maximum line flow rate and pressure conditions. All proposed connection designs must be approved by Carrier, and all costs of connections shall be paid by the connecting party.

115. Commodity

Carrier will not accept any commodities other than NGLs for transportation on the pipeline.

120. Charges for Spill Compensation Acts and Regulations

Without duplication, in addition to the transportation charges and all other charges accruing on NGLs accepted for transportation, a per Barrel charge will be assessed and collected in the amount of any tax, fee, or other charge levied against Carrier in connection with such NGLs pursuant to any federal, state, or local act or regulation which levies a tax, fee or other charge on the receipt, delivery, transfer, or transportation of such NGLs within its jurisdiction for the purpose of creating a fund for the prevention, containment, clean up, and/or removal of spills and/or the reimbursement of persons sustaining a loss therefrom; provided, however, that payment of such charge shall not be construed as an assumption of liability by Shipper for spills, contamination or loss.

125. Agents

A Shipper may, by notice in writing to Carrier, authorize an agent (an “**Agent**”) to perform some or all of Shipper’s obligations, or act on Shipper’s behalf in complying with the procedures, set forth or provided for in these Rules and Regulation. Shipper shall be liable for and bound by any and all acts or omissions of the Agent in performing such obligations or complying with such procedures. Carrier shall be entitled to rely on any such authorization unless and until it shall have received notice in writing from Shipper that such authorization has been terminated.

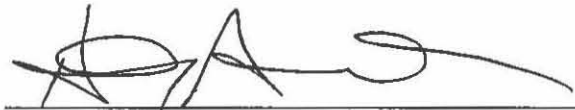
REFERENCE MARKS:

[C] CANCELLED
[N] NEW
[W] CHANGE IN WORDING

VERIFICATION

I, Harry J. Alexander, Senior Vice President – Business Development of Sunoco Logistics Partners Operations GP, LLC, the general partner of Sunoco Pipeline L.P., hereby state that the facts set forth in the foregoing Supplement No. 8 to Tariff Pipeline – Pa. P.U.C. No. 16, Tariff Pipeline – Pa. P.U.C. No. 19 and supporting information are true and correct to the best of my knowledge, information and belief and that I expect to be able to prove the same at a hearing held in this matter. I understand that the statements herein are made subject to the penalties of 18 Pa.C.S. §4904 (relating to unsworn falsification to authorities).

Date: November 15, 2019

A handwritten signature in black ink, appearing to read 'H. Alexander', written over a horizontal line.

Harry J. Alexander
Senior Vice President-Business Development
Sunoco Logistics Partners Operations GP LLC,
the general partner of Sunoco Pipeline L.P.