

No supplement to this tariff will be issued
Except for the purpose of canceling the
Tariff unless otherwise specifically
Authorized by the Commission

Cancels Montana P.S.C. No. 3.18

Phillips 66 Pipeline LLC

**Local Tariff
Applying On
Petroleum Products**
Subject to the rules and regulations as named herein

From	To	Rate in Cents per Barrel of 42 United States Gallons
Alkali Creek Junction, Montana	Burlington Northern Railroad, Laurel, Montana	[I] 131.39

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

Filed in accordance with MPSC Order No. 6893 (Indexing).

[I] Increase [W] Change in wording only

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Rules and Regulations**1. Definitions**

- A. **"Barrel"** as used herein refers to forty-two (42) U.S. gallons.
- B. **"Petroleum Products"** as used herein refers to petroleum fuel oil distillate.
- C. **"Carrier"** as used herein refers to Phillips 66 Pipeline LLC.

2. Specifications Required

Petroleum Products will be accepted for transportation at such time as Petroleum Products of same quality and specifications are currently being transported from receiving point to destination.

All additives and inhibitors to be included in shippers' Petroleum Products must first be approved by the Carrier before such Petroleum Products will be accepted for transportation.

3. Minimum Shipments

Shipments of Petroleum Products will be accepted for transportation in quantities of not less than 500 Barrels for any one commodity of quality and specifications as described herein at one point or origin from one shipper. Carrier will make deliveries to destinations in quantities of not less than 500 Barrels for any one product. Any shipper desiring pipeline transportation of Petroleum Products hereunder will, on or before the 15th day of the month, submit to the Carrier a notice of shipment of the quantity of Petroleum Products to be shipped during the following month. Unless such notification be made, Carrier will be under no obligation to accept Petroleum Products for transportation.

4. Proration of Pipeline Capacity

If total volume for shipment during any one month exceeds the pipeline delivery capacity for such month, Petroleum Products offered by each shipper for transportation will be transported in such quantities and at such times to the limit of capacity so as to avoid discrimination among shippers.

5. Pipeage Contracts Required

Separate pipeage contracts in accord with this tariff and these regulations covering further details may be required of the proposed shipper before any duty of transportation shall arise.

6. Acceptance – Free From Liens or Charges

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

7. Gauging and Testing

Twenty-four (24) hours prior to acceptance of Petroleum Products for transportation, Carrier may test such Petroleum Products and may require from shipper a certificate setting forth in detail the specifications of each shipment of Petroleum Products which must indicate all additives and inhibitors included. Where shipment originates over system of a connecting pipeline, Carrier may require certificate setting forth in detail the specifications of each shipment of Petroleum Products to be identified by batch number from the connecting pipeline twenty-four (24) hours prior to delivery of the shipment to Carrier. Quantities of Petroleum Products accepted for transportation and quantities delivered to shipper will be gauged or metered at Carrier's option. Both the Carrier and the shipper will have the privilege of witnessing gauges, meter readings, and tests to which shipments of Petroleum Products are subjected.

8. Temperature Corrections

In measuring the quantity of Petroleum Products received and delivered, correction shall be made from volume at actual or observed temperature to volume at 60° Fahrenheit.

9. Identity of Shipment

Petroleum Products will be accepted for transportation hereunder only on condition that same shall be subject to such changes in gravity, color, quality, or characteristics while in transit as may result from its mixture with other Petroleum Products. The Carrier may inject corrosion inhibitor compound in the product to be transported, and the shipper will accept deliveries of shipments at destinations containing portions of the corrosion inhibitor compound.

Because of the impracticability of maintaining the exact identity of Petroleum Products accepted for transportation, Carrier reserves the right to substitute for delivery a like volume of the same kind and quality.

10. Origin and Destination Facilities

Carrier will provide no storage facilities at origin and destination station. Petroleum Products will be accepted for transportation only when shipper has provided equipment and facilities satisfactory to the Carrier for delivery of such shipments at Carrier's destination station at a pumping rate equal to Carrier's current rate of pumping, and for receiving same without delay upon arrival at destination.

11. Transportation Charges

Transportation charges accruing on any shipment of Petroleum Products will be based on rates named herein on the quantity actually delivered at destination after making temperature adjustment as set forth in Item 8. Carrier may require that transportation charges be prepaid at point of origin or paid at destination prior to release of products from Carrier's custody. Petroleum Products accepted for transportation shall be subject to a lien for all lawful charges.

12. Liability of Carrier

While in possession of Petroleum Products for shipment, the Carrier shall not be liable for any loss thereof or damage thereto or delay caused by the acts of God, public enemy, civil disorder, quarantine, authority of law, strikes, riots, fire, floods, or act or default of shipper or from any other cause not due to the negligence of the Carrier whether similar or dissimilar to the causes herein enumerated. Any such loss or damage shall be apportioned to each shipment in the same proportion that such shipment, or part thereof, received and undelivered at the time such loss or damage occurs bears to the total of all shipments, or part thereof, then in the custody of the Carrier for transportation. Each shipper shall be entitled to receive only that portion of his shipment remaining after deducting his proportion, as so determined, of such loss or damage, and transportation charges shall be assessed only on the quantity delivered.

The Carrier will not be liable for discoloration, contamination, or deterioration of Petroleum Products transported, unless such discoloration, contamination, or deterioration results from negligence of the Carrier in movement or handling of the product through the facilities of the Carrier. In the event of such damage, each owner's share of the damaged product shall be in the same proportion as its share of the total quantity of shipments involved, and each such owner shall be allocated only its proportionate share of damaged product. The Carrier shall prepare and submit a statement to the owners showing the apportionment of the damaged product among the owners involved.

13. Claims, Time for Filing

Except where property is lost or damaged in transit by carelessness or negligence of the Carrier, claims for loss or damage must be made in writing to the Carrier within nine (9) months after delivery of the property or, in case of a failure to make delivery, then within nine (9) months after a reasonable time for delivery has elapsed. Suits for loss or damage shall be instituted only within two (2) years and one (1) day after delivery of the property or, in case of a failure to make delivery, then within two (2) years and one (1) day after a reasonable time for delivery has elapsed; provided, however, that where claims have been duly filed with the Carrier, suit must be brought within two (2) years and one (1) day after notice in writing is given by the Carrier to the claimant that the Carrier has disallowed the claim or any part or parts thereof specified in the notice. Where claims for loss or damage are not filed or suits are not instituted thereon in accordance with the foregoing provisions, such claims will not be paid and the Carrier will not be liable.

14. Use of Communication Facilities

Where Carrier maintains private communication facilities, transmission of messages incident to a shipment may be made by Carrier for the shipper without additional charge. Carrier, however, assumes no liability for non-delivery of messages, for error or delay in transmission, or for interruption of service.