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January 28, 2022

**OIL PIPELINE TARIFF FILING**

*Electronic Filing*

The Honorable Kimberly D. Bose  
Secretary  
Federal Energy Regulatory Commission  
888 First Street, N.E.  
Washington, DC 20426

Dear Ms. Bose:

In compliance with the Interstate Commerce Act (“ICA”), 49 U.S.C. § 1 *et seq.*, the Rules and Regulations of the Federal Energy Regulatory Commission (“Commission”), 18 C.F.R. Part 341, Navajo Nation Oil & Gas Company, Inc. (“NNOGC”) hereby submits the following tariffs, to be effective March 1, 2022:

FERC No. 9.16.0 (cancels FERC No. 9.15.0, Docket No. IS21-543-000); and  
FERC No. 10.16.0 (cancels FERC No. 10.15.0, Docket No. IS21-543-000).

**Explanation of Tariff Filing**

On January 20, 2022, FERC issued an order changing the oil pricing index factor for oil pipeline companies.<sup>1</sup> Accordingly, oil pipelines must multiply their index ceiling levels by positive 0.984288 to recompute their index ceiling levels, to be effective March 1, 2022.<sup>2</sup> Tariffs FERC Nos. 9.16.0 and 10.16.0 are filed in compliance with these orders and 18 C.F.R. § 342.3 - Indexing.

NNOGC is filing these tariffs to change the rates for services outlined in the tariffs, effective March 1, 2022, pursuant to the Commission’s indexing methodology. Pursuant to 18 C.F.R. § 342.3, NNOGC is enclosing an Index Summary outlining the index ceiling that will become effective beginning March 1, 2022. As indicated in the Index Summary, the proposed rates under the supplements outlined above will be equal to or less than the index ceiling rate effective March 1, 2022.

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<sup>1</sup> *Five-Year Review of the Oil Pipeline Index*, 178 FERC ¶ 61,023 (2022).

<sup>2</sup> *Revisions to Oil Pipeline Regulations Pursuant to the Energy Policy Act of 1992*, 178 FERC ¶ 61,046 (2022).

## Certification

I hereby certify that NNOGC has, on or before this date, served copies of these tariff publications, and justifications for the changes therein, to each shipper and subscriber electronically in accordance with sections 341.2(a) and 385.2010 of the Commission's Rules and Regulations.<sup>3</sup>

Pursuant to section 343.3 of the Commission's rules and regulations,<sup>4</sup> it is requested that any protest to these tariffs be sent via facsimile to Joseph Robertson at (505) 436-2055. Should you have any questions, please contact the undersigned.

Respectfully submitted,

/s/ Mona Tandon

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CC: Mr. Lisbeth Bouchelle  
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<sup>3</sup> 18 C.F.R. §§ 341.2(a) and 385.2010.

<sup>4</sup> *Id.* § 343.3

**NAVAJO NATION OIL AND GAS COMPANY  
INDEX SUMMARY**

**General Commodity Rates<sup>5</sup>**

<b>Current FERC No.</b>	<b>Proposed FERC No.</b>	<b>Origin</b>	<b>Destination</b>	<b>Rate (Prior to 7/1/2021)</b>	<b>Index Ceiling (7/1/2020)</b>	<b>Index Multiplier (3/1/2022)</b>	<b>Index Ceiling (3/1/2022)</b>	<b>Proposed Rate</b>
9.15.0	9.16.0	Aneth	Bisti Station	167.5981	167.5981	0.984288	164.9648	164.9648
		Commercial Storage		40.8056	40.8056	0.984288	40.1645	40.1645
10.15.0	10.16.0	Aneth Unit Lateral A1 and A2	Aneth Station	62.2613	62.2613	0.984288	61.2831	61.2831
		Lateral A3 and A4		62.2613	85.6293		84.2839	61.8994
		McElmo Creek Unit	Aneth Station	62.2613	62.2613	0.984288	61.2831	61.2831
		Ratherford Unit	Aneth Station	62.2613	62.2613	0.984288	61.2831	61.2831
		White Mesa Unit	Aneth Station	62.2613	62.2613	0.984288	61.2831	61.2831

<sup>5</sup> All rates are in cents per barrel.

**FERC No. 9.16.0**  
**(Cancels FERC No. 9.15.0)**

## NAVAJO NATION OIL AND GAS COMPANY

### PROPORTIONAL TARIFF APPLYING TO THE TRANSPORTATION OF CRUDE PETROLEUM

Governed, except as otherwise provided herein, by rules and regulations published in Navajo Nation Oil and Gas Company's FERC No. 8.0.0, supplements thereto or successive issues thereof.

(Rates in cents per barrel of 42 United States Gallons each)

ROUTE NO.	FROM POINT IN UTAH	TO POINT IN NEW MEXICO	RATE
01	Aneth, San Juan County	Bisti Station, San Juan County	[D] 164.9648

**EXCEPTIONS TO ITEM NO. 5 FERC NO. 8.0.0:** Crude petroleum shall include petroleum as defined in Item No. 5 of FERC No. 8.0.0, except that Topped Crude Mixtures shall not be accepted for shipment hereunder.

**GATHERING CHARGES:** The rates named herein are for trunk line transportation only, and no gathering service will be performed under this tariff. For gathering service to origin listed above, see Navajo Nation Oil and Gas Company's FERC No. 10.9.0, supplements thereto or successive issues thereof.

**Assessments:** The rates named herein are not inclusive of any Assessment, as defined in Item No. 150 of Navajo Nation Oil and Gas Company's FERC No. 8.4.0, supplements thereto or successive issues thereof.

**Commercial Storage:** Carrier offers Commercial Storage services to Shippers who also nominate for transportation services pursuant to this Carrier's tariff FERC No. 9.13.0, supplements thereto or successive issues thereof. The fee for Commercial Storage services is [D] 40.1645 cents per barrel per month, and is in addition to any transportation charges. All Commercial Storage services are subject to Item No. 27 (Commercial Storage) of the rules and regulations published in Navajo Nation Oil and Gas Company's FERC No. 8.0.0, supplements thereto or successive issues thereof, and all other applicable rules and regulations contained therein.

Issued in compliance with 18 C.F.R § 342.3(a) (Indexing).

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

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**ISSUED: January 28, 2022**

**EFFECTIVE: March 1, 2022**

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**Issued By:**  
Joseph P. Robertson  
Director of Pipeline Operations  
Navajo Nation Oil and Gas Company  
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Explanation of Reference Marks:

[D]      **Decreased Rate**

## NAVAJO NATION OIL AND GAS COMPANY

### GATHERING TARIFF Applying on CRUDE PETROLEUM

The rates published in this tariff are in cents per barrel of 42 U.S. Gallons each, for the gathering of crude petroleum by pipeline, subject to the Rules and Regulations attached hereto.

<b>TABLE OF RATES</b>		
<b>FROM</b>	<b>TO</b>	<b>Rates in Cents per Barrel of 42 United States Gallons</b>
Utah, San Juan County Aneth Unit: Lateral Nos. A1 and A2 Lateral Nos. A3 and A4	Aneth Station, San Juan County, Utah	[D] 61.2831 [U] 61.8994
McElmo Creek Unit		[D] 61.2831
Ratherford Unit		[D] 61.2831
White Mesa Unit		[D] 61.2831

**Gathering Charge:** The rates listed above are for gathering only in San Juan County, Utah.

**Assessments:** The rates named herein are not inclusive of any Assessment, as defined in Item No. 33, included herein.

Issued in compliance with 18 C.F.R. § 342.3(a) (Indexing).

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Explanation of Reference Marks:

[D] Decreased Rate  
[U] Unchanged Rate

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ITEM NO.	SUBJECT	RULES AND REGULATIONS
1	<b>Definitions</b>	<p>“API” means American Petroleum Institute.</p> <p>“Barrel” means forty-two United States gallons.</p> <p>“Carrier” means and refers to Navajo Nation Oil and Gas Company.</p> <p>“Common Stream” means crude petroleum moved through the pipeline and pipeline facilities which is commingled or intermixed with other crude petroleum.</p> <p>“Consignee” means the party to whom a Shipper has ordered the delivery of crude petroleum and indirect liquid products.</p> <p>“Crude Petroleum”, as used herein, means the direct product of oil wells, indirect liquid products of oil or gas wells, or a mixture of the direct product and indirect liquid products.</p> <p>“FERC” means Federal Energy Regulatory Commission.</p> <p>“Indirect liquid products of oil or gas wells”, sometimes referred to as “indirect products” means the liquid products resulting from the operation of gasoline recovery plants, gas recycling plants, or condensate or distillate recovery equipment in gas or oil fields, or a mixture of such products.</p> <p>“Segregated Batch” means crude petroleum having specific identifiable characteristics different from the common steam which is moved through the pipeline so as to maintain its identity.</p> <p>“Shipper” means the party who contracts with the Carrier for gathering of crude petroleum and indirect liquid products.</p> <p>“US” means the United States.</p>
2	<b>Warranty of Title</b>	<p>The act of delivering crude petroleum into Carrier’s pipeline for gathering shall constitute a warranty by Shipper that Shipper has unencumbered title thereto and that unencumbered title shall remain with Shipper until such crude petroleum is delivered out of Carrier’s pipeline.</p>
3	<b>Establishment of Quality</b>	<p>Carrier will from time to time determine the quality of crude petroleum it will regularly gather from certain areas and the quality of crude petroleum it will regularly gather as a common stream between particular origin points and destination points on its pipelines. Carrier will inform all interested persons of such crude petroleum quality upon request by them. The conditions applying to common stream operation are set forth in Item No. 26.</p> <p>Carrier will accept for transportation in a segregated batch crude petroleum that does not meet the common stream quality provided that the conditions set forth in Item No. 27 are met.</p> <p>Crude petroleum quality includes, but is not limited to, whole crude properties such as API gravity, sulfur, S &amp; W, Reid vapor pressure, pour point, viscosity, hydrogen sulfide, metals, nitrogen, chlorinated and/or oxygenated hydrocarbons, salt content, and product yields.</p> <p>Crude petroleum with a gravity of 34.9° API or less shall not exceed 8.0 pounds per square inch absolute (psia) Reid vapor pressure. Crude petroleum with a gravity of 35.0° API or greater shall not exceed 13.0 psia Reid vapor pressure. Refer to Item No. 13 for blending quality specifications.</p> <p>After giving reasonable notice to persons who may be affected, Carrier may from time to time undertake to gather other or additional qualities of crude petroleum and Carrier may from time to time cease to gather particular qualities of crude petroleum.</p>
4	<b>Nominations</b>	<p>All Shippers and Consignees desiring to ship or receive crude petroleum through the pipelines of Carrier shall provide Carrier, in writing, with the following information needed by Carrier to schedule and dispatch each shipment of crude petroleum; the kind,</p>

		<p>quantity, receipt point, sequence of delivery, delivery point and Shipper of each proposed crude shipment. Nominations must be received by the Final Nomination Deadline. The Final Nomination deadline is 3:00 p.m. (MST) on the fifth (5<sup>th</sup>) working day (excluding Carrier holidays) before the first day of the month in which Shipper desires to ship.</p> <p>Nominations or changes in nominations received after the Final Nomination Deadline will not be accepted from the Final Nomination Deadline date to the first day of the following month. After the first of the month, changes will be accepted only in writing and only if space is available and the additional or changed nominations do not impair the movement of crude nominated prior to the Final Nomination Deadline.</p> <p>All nominations must contain a final destination point. Barrels which do not have a final destination by the Final Nomination Deadline are the responsibility of the Shipper originally tendering the barrels into the system and may not be able to be shipped. Such barrels will be considered new nominations occurring after the first of the month and are subject to the restrictions contained in the above paragraph.</p> <p>Shipper must also satisfy Carrier that offers to ship are in good faith and that shipments can be gathered in conformance with Carrier's tariffs.</p> <p>Carrier shall not be obligated to accept or deliver crude petroleum unless Shipper and Consignee have complied with the provisions of this Item.</p> <p>In the event the total nominations submitted for shipment in a pipeline segment exceed the capacity of that segment, the capacity will be prorated equitably among all shipments according to the proration procedure set forth in Item No. 25.</p>
5	<b>Scheduling</b>	<p>A change in destination point may be made without charge if requested by the Shipper prior to arrival at original destination subject to the rates, rules, and regulations applicable from point of origin to point of destination, provided the current pipeline operations of the Carrier will permit such a change of destination. Such request must be in writing.</p>
7	<b>Acceptance of Delivery</b>	<p>After shipment has arrived at destination and on 24 hours' notice to Shipper or his Consignee, Carrier may begin delivery of such shipment to Shipper or Consignee at its current rate of pumping.</p> <p>If a Shipper or Consignee is not able to receive crude petroleum from Carrier at the time when Carrier has scheduled a delivery, and since Carrier does not provide a free storage service, then Carrier shall have the right to sell such crude petroleum to the first available purchaser at the best price obtainable; to use the proceeds thereof to pay pipeline gathering charges as well as other reasonable costs which shall be due as if delivery had been made; and to hold the balance of such proceeds for whomsoever may be entitled hereto.</p>
8	<b>Origination Facilities</b>	<p>Carrier will receive crude petroleum from Shippers at stations on its gathering lines and at leases or plants to which its gathering lines connect. Crude petroleum will be received only from pipelines, tanks or other facilities which are provided by Shipper. Carrier will determine and advise Shippers of the size and capacity of pipelines, tanks and/or metering facilities to be provided by Shipper at the point of receipt to meet the operating conditions of Carrier's facilities at such point. Carrier will not accept crude petroleum for gathering unless such facilities have been provided.</p>
9	<b>Destination Facilities</b>	<p>Carrier will deliver crude petroleum to Shipper or his Consignee at destinations on its gathering lines. Crude petroleum will be delivered only to pipelines, tanks, or other facilities which are provided by Shipper or Consignee. Carrier will determine and advise Shippers and Consignees of the size and capacity of pipelines, tanks, or other facilities to be provided by Shipper or Consignee at point of delivery to meet the</p>



		operating conditions of Carrier's facilities at such point. Carrier will not accept crude petroleum for gathering unless such facilities have been provided.
<b>10</b>	<b>Storage in Transit</b>	Carrier does not have storage tanks on its gathering system. Therefore, Carrier will not provide storage in transit under this tariff.
<b>12</b>	<b>Measuring, Testing, and Deductions</b>	<p>All measurements and tests shall be determined by Carrier, but Shipper and Consignee or their representatives may be present to witness them. However, failure of a Shipper and Consignee to have a representative present will constitute a waiver, and the Shipper and Consignee shall be bound by the information and data on the tickets.</p> <p>The volume of crude petroleum received and delivered by Carrier will be measured in barrels units by meter or by gauge. Measured volumes at recorded or observed temperatures will be converted to net volumes at 60 degrees Fahrenheit.</p> <p>The volume of impurities in crude petroleum received and delivered by Carrier will be measured by physical test in accordance with the latest revision of API Standard 2500 covering the measuring, sampling, and testing of crude oil, such volume of impurities to be deducted from the volume of such receipts and deliveries. Unless specifically authorized by individual tariffs, Shipper shall not tender crude oil to Carrier for gathering in which the total volume of impurities and water exceeds one percent (1%). If such crude oil is received by Carrier for gathering Shipper shall be liable for any and all costs incurred as a result of such impurities and water.</p> <p>Carrier shall deduct at the point of origin one-tenth of one percent (0.10 of 1%) of all crude petroleum received for gathering, to cover losses incident to pipeline operations. The net balance of all deductions will be the quantity Carrier is obligated to deliver to the Consignee.</p>
<b>13</b>	<b>Blending of Indirect Products</b>	<p>Indirect liquid products of oil or gas wells will be accepted and gathered only under the following conditions:</p> <ol style="list-style-type: none"> <li>1. Shipper must mix such indirect products with crude petroleum in its facilities prior to entering the Carrier's system.</li> <li>2. The vapor pressure of the indirect products prior to mixing with crude shall not exceed 25 pounds per square inch absolute (psia) at a temperature of 100° Fahrenheit.</li> <li>3. The resulting mixture with gravity of 34.9° API or less shall not exceed 8.0 psia Reid vapor pressure. A mixture with gravity of 35.0° API or greater shall not exceed 13.0 psia Reid vapor pressure.</li> <li>4. Blends will be analyzed using an ASTM D-86 Distillation. Blends will be accepted if they meet or exceed the temperatures established by Carrier at the 10%, 30% and 50% volumes in the D-86 Distillation for the applicable API gravity.</li> <li>5. Carrier will not accept blends or crude containing any of the following: waste oils, lube oils, crankcase oils, PCB's or Dioxins.</li> </ol>
<b>15</b>	<b>Rates Applicable</b>	The rate which shall apply to the gathering of crude petroleum and indirect products shall be the rate in effect on the date crude petroleum and indirect products is received by Carrier for gathering. Likewise, the rules and regulations which shall govern the gathering of crude petroleum and indirect products shall be the rules and regulations in effect on the date crude petroleum and indirect products are received by Carrier for gathering.
<b>16</b>	<b>Liability For Charges</b>	The Shipper and Consignee shall be jointly and severally liable for the payment of gathering charges, assessments, fees, and other lawful charges accruing to or due Carrier

		by Shipper or Consignee, including but not limited to, penalties, interest and late payment charges on crude petroleum delivered by Carrier to Consignee. All accrued charges are due on delivery of crude petroleum by Carrier to Consignee.
<b>17</b>	<b>Liability For Losses</b>	<p>Carrier will not be liable for any loss of liquid hydrocarbon while in the possession of Carrier or for any delay in receiving or delivering liquid hydrocarbon, including any damages associated therewith, if caused by any of the following: Act of God, the public enemy, quarantine, authority of law, strikes, riots, requisition by Government, war, the act of Shipper or Consignee, or any other cause not attributable to the negligence or misconduct of Carrier.</p> <p>If such loss of liquid hydrocarbon occurs in a Segregated Batch having only one Shipper, then the Shipper and Consignee thereof shall bear the entire loss, damage or delay that occurs.</p> <p>If such loss of liquid hydrocarbon occurs in a Common Stream or in a Segregated Batch having more than one Shipper, then each Shipper of the Common Stream or Segregated Batch so lost shall share such loss in the proportion that the amount of liquid hydrocarbon in the custody of Carrier for the account of such Shipper in such system immediately before the loss occurred, bears to the total amount of liquid hydrocarbon in the custody of Carrier in such system immediately before the loss occurred.</p> <p>In either case, Carrier will be obligated to deliver only that portion of liquid hydrocarbon remaining after such loss. Gathering charges will be made only on quantities of liquid hydrocarbon delivered.</p> <p>If liquid hydrocarbon is lost while in the custody of Carrier due to the negligence or misconduct of Carrier, Carrier may obtain and deliver to the Consignee thereof other liquid hydrocarbon of the same quantity and quality as that which was lost. Carrier shall not, however, be obligated to do so, rather Carrier may compensate Shipper for such loss (less deductions) in money. The dollar value of such loss shall be based upon the market price for liquid hydrocarbon of similar gravity and quality in effect on the date the liquid hydrocarbon was lost.</p>
<b>18</b>	<b>Time Limitation of Claim</b>	<p>As a condition precedent to recovery by Shipper of any sort of loss, damage, injury, overpayment, or delay, regardless of the cause, the Shipper must file a claim in writing with the originating or delivering Carrier within nine (9) months and one (1) day after delivery of the property or within nine (9) months and one (1) day after the overpayment of the Carrier's invoice, as applicable; or in case of failure to make delivery, within nine (9) months and one (1) day after a reasonable time for delivery has elapsed. Any suits or actions related to any such claim must be instituted against the Carrier within two (2) years and one (1) day from the day when notice in writing is given by the Carrier to the Shipper that the Carrier has disallowed Shipper's timely filed claim, or any part or parts thereof. 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 by Carrier, and such Shipper waives all rights it has to bring an action against Carrier with respect to such claims.</p> <p>Notwithstanding anything to the contrary contained herein, Carrier shall not be liable or responsible to any Shipper or such Shipper's affiliates for any indirect, consequential, incidental, or punitive damages, or for loss of profits or revenues incurred by such Shipper or its affiliates that arise in relation to the transportation of Crude Petroleum under its tariffs, regardless of whether such claim arises under or results from contract, tort or strict liability.</p>
<b>19</b>	<b>Volumetric Adjustment</b>	Any volumetric difference between receipts from Shipper and delivery to Shipper or Consignee during a current month as a result of scheduling will be adjusted in the following month without any further liability to Carrier, taking into consideration all prior deductions allowed pursuant to the rules and regulations contained herein.

20	<b>Applicable Rates from Intermediate Points</b>	Crude petroleum received from a point on Carrier's lines which is not named in a Local Tariff but which point is intermediate to a point named in a Local Tariff, will be assessed the rate in effect from the next more-distant point named in a Local Tariff. Crude petroleum delivered to a point on Carrier's lines which is not named in a Local Tariff but which point is intermediate to a point named in a Local Tariff will be assessed the rate in effect to the next more-distant point named in a Local Tariff.
22	<b>Volume Transfer Information Charges</b>	<p>Carrier may require payment of charges, assessments, and fees due, including but not limited to overdue charges, penalties, interest and late payment charges before making delivery of crude petroleum if it appears that the value of crude petroleum remaining in the custody of Carrier for Shipper's account after making such delivery will not exceed the total of such charges and the total of gathering charges as provided in Item No. 16, which will be due from Shipper upon making such delivery.</p> <p>Carrier shall provide non-confidential information on the volumes of crude petroleum sold, exchanged or otherwise transferred (hereinafter collectively referred to as "transfers") in writing by the 15<sup>th</sup> calendar day of each month to those parties involved in such transfers on the following terms and conditions.</p> <p>A party desiring to receive this information must: (1) on or before the Final Nomination Deadline date, notify the Carrier in writing of the kind, quantity, transfer point and parties involved in the transfer; and (2) warrant that it has unencumbered title to the crude petroleum at the time of the transfer.</p> <p>The fee for the information shall be one quarter of one cent (0.25¢) per barrel of crude petroleum transferred. Carrier will invoice parties involved in such transfers who request the information and who do not pay Carrier's gathering charges on the crude petroleum transferred. If payment of such invoices is not received within ten (10) calendar days of the date of such invoices, then any unpaid charges shall bear interest from the date of such invoices until payment is received at the maximum rate allowed by law. Carrier shall not be obligated to provide information on the volumes of crude petroleum transferred unless the party requesting such information has complied with the provision of this Item.</p>
23	<b>Additives</b>	Carrier reserves the right to approve or reject the injection of corrosion inhibitors, viscosity depressants, pour point depressants, drag reducing additives, or other such additives in the crude petroleum to be gathered.
24	<b>Liability for Non-compliance with Tariff</b>	Any Shipper or Consignee who does or permits to be done any act, matter or thing which violates the terms of this tariff shall be liable to Carrier for all loss, damages, or injury caused thereby or resulting therefrom.
25	<b>Proration</b>	<p>During any month in which the total nominations submitted for shipment in pipeline segment exceed the capacity of that segment, the capacity will be prorated equitably among all Shippers as described by the following Proration Policy:</p> <p><b>A. Initial Prorationing</b> At such times as Carrier determines that it may be necessary to allocate space in a pipeline segment, Carrier will notify all Shippers of the necessity to prorate the segment. Carrier will also notify each Shipper of its allocated space for the month. The allocation will be determined according to the procedure described in Section B of this Item.</p> <p><b>B. Allocation Procedures</b> When the nominated volumes for any month exceed the capacity of any one or more segments of the system, the total nominated volumes for the segment(s) will be divided into each Shipper's nominated volume to determine the 'factor' for that Shipper. Each Shipper's allocation for that segment(s) shall be determined by multiplying its 'factor' for that segment(s) by the capacity of the prorated segment. Capacity will be defined as</p>

		<p>the throughput limit for the prorated segment in barrels per day as determined by Carrier.</p> <p><b>C. Continued Prorationing</b> Carrier will require Shippers to nominate volumes to be shipped in prorated line segment in subsequent months by the First Nomination Deadline. The First Nomination Deadline is 3:00 p.m. (MST) on the twelfth (12<sup>th</sup>) working day prior to the beginning of the month in which it desires to ship. Space each month will be allocated based on the volume nominated for that particular month. Shippers will be informed of their allocations one (1) day after the First Nomination. All Final Nominations must be received by the Final Nomination Deadline. The Final Nomination Deadline is 3:00 p.m. (MST) on the fifth (5<sup>th</sup>) working day (excluding Carrier holidays) before the first day of the month in which the Shipper desires to ship. Such nominations are subject to provisions contained in Item 4.</p> <p><b>D. General</b> Carrier requires that all Shippers furnish pumping facilities of sufficient capacity to move and receive crude petroleum at Carrier's minimum barrel per day pumping rate for such line segment. If the Shipper does not meet this rate (within 2% deviation) by the First Nomination Deadline, and the line segment continues in proration for the following month, Shipper's nominations for the following month shall be limited to the actual amount shipped by the First Nomination Deadline. In the event that a Shipper meets the rate by the First Nomination Deadline but does not meet the rate (within the 2% deviation) for the remainder of the month, Shipper's nomination in the following month shall be limited to the actual amount shipped if line segment continues in proration. Volumes injected into Carrier's pipeline system will be limited to the throughput capacity as determined by Carrier. Lease sites will also be limited to historic production as determined by the Carrier. Shipper must have unencumbered title to all volumes which are nominated. Space allocated to a Shipper may only be used by such Shipper and may not be assigned, sold, or otherwise transferred to another Shipper. Any Shipper violating this provision will not be allowed to ship in the following month if proration continues. If a Shipper fails to use its total allocated space for the month and if such Shipper is unable to provide a reasonable explanation therefore, then such Shipper's nomination for the following month will be limited to the volume that was actually shipped during the month in which Shipper failed to use its space. This nomination will then be subject to the prorationing procedures contained herein. Any undue preference or advantage Shippers may offer, grant, solicit, accept or receive with respect to the allocation of shipping space, may be a violation of Section 41, Title 49, U.S.C.A., and other applicable Laws.</p>
26	<b>Common Stream Operation</b>	Except as provided in Item 27, crude petroleum will be accepted for gathering only on condition that it shall be subject to such changes in quality or characteristics while in transit as may result from the mixture with other crude petroleum in the same common stream and the Carrier shall be under no obligation to make delivery of the identical crude petroleum received, but may make delivery out of its common stream.
27	<b>Segregated Batch Operations</b>	<p>Carrier will accept crude petroleum for gathering in a segregated batch provided that:</p> <ul style="list-style-type: none"> <li>a) Carrier has the facilities to ship and line availability to segregate such crude petroleum while in transit; and</li> <li>b) Carrier shall not be liable to Shipper or Consignee for change in the quality of such grade of crude petroleum while it is in transit; and</li> <li>c) The interface generated between such batches shall be divided equitably between those shipments that precede and follow the interface.</li> </ul>

28	<b>Line Fill</b>	Each Shipper shall provide its prorata share of crude petroleum as determined by Carrier with respect to each pipeline it has shipped on or proposes to ship on. Carrier shall not be obligated to deliver Shipper's crude petroleum in such pipeline unless Shipper has provided its prorata share of such line fill.
29	<b>Invoices</b>	Carrier will invoice Shipper each month for gathering charges on Crude Petroleum gathered for Shipper during the previous month. Such invoices shall be deposited in the U.S. Post Office, postage prepaid, and sent to the last address provided to Carrier by Shipper. If payment of such invoices is not received by Carrier by the later of the 25th of the month after the month of delivery of liquid hydrocarbon or ten (10) calendar days after receipt of such invoices, then any unpaid charge shall bear interest from the payment due date until payment is received at the maximum rate allowed by law.
30	<b>Liens</b>	Carrier shall have a lien on all crude petroleum received into Carrier's pipelines. Such lien shall take effect at the point of origin as crude petroleum is received into Carrier's pipelines. Such lien shall secure the payment of any and all gathering charges, assessments, fees, and other lawful charges owed to Carrier by Shipper or Consignee, including but not limited to, penalties, interest and late payment charges, whether or not incurred on the crude petroleum in Carrier's pipeline and whether or not invoiced. In the event the value of the crude petroleum in carrier's pipelines is less than the total of all charges owed to Carrier by Shipper, Carrier's lien pursuant to this Item shall be computed as follows: (a) the charges owed to Carrier by Shipper divided by (b) the total of the charges owed to Carrier by Shipper multiplied by (c) the value of the crude petroleum in Carrier's pipelines. Carrier may enforce such lien by any manner referred to in New Mexico Statutes Section 55-7-308, provided that Carrier's sale of such crude petroleum to another Shipper or Carrier, or any other person, after ten (10) days prior notice to Shipper and the solicitation of three (3) bids thereon, shall be deemed commercially reasonable. Such lien shall be in addition to any and all other rights and remedies Carrier has at law or in equity.
31	<b>Payment Prior to Delivery</b>	Carrier may require a Shipper or Consignee to pay gathering charges assessments, fees and other lawful charges accruing to or due Carrier by Shipper or Consignee, including but not limited to overdue gathering charges, overdue assessments, penalties, interest and late payment charges, before making delivery of crude petroleum if it appears that the value of the crude petroleum remaining in the custody of Carrier for Shipper's account after making such delivery will not exceed the total of all such charges which will be due from Shipper and Consignee upon making such delivery.
32	<b>Duty of Carrier</b>	Carrier shall not be required to ship Crude Petroleum and/or Indirect Liquid Products except with reasonable diligence considering the quantity and quality of the Crude Petroleum and/or Indirect Liquid Product, the distance of shipping and other material elements. Carrier cannot commit to delivering Crude Petroleum and/or Indirect Liquid Products to a particular destination at a particular time.
33	<b>Assessments</b>	In addition to all other charges accruing on Crude Petroleum or Indirect Liquid Products accepted for shipping through Carrier's gathering facilities, a charge will be assessed and collected for (i) any tax, fee, assessment or any other charge (individually or collectively referred to as "Assessment"), and (ii) any increase in any Assessment. This applies to any Assessment levied against Carrier, Shipper or Consignee by any federal, tribal, state or local governmental agency or authority for any purpose, including but not limited to, the receipt, delivery, transfer or gathering of Crude Petroleum and/or Indirect Liquid Products, or for the purpose of creating a fund for the prevention, containment, cleanup or removal of spills, or reimbursement of persons or entities sustaining such costs or losses therefrom.