

**ENTERPRISE TE PRODUCTS PIPELINE COMPANY LLC**

LOCAL PIPELINE TARIFF  
FOR  
NON-INCENTIVE AND VOLUME INCENTIVE RATES  
CONTAINING  
RULES AND REGULATIONS  
GOVERNING THE TRANSPORTATION AND HANDLING OF  
PROPANE, BUTANES AND BUFFER MATERIAL  
TRANSPORTED BY PIPELINE  
FROM ORIGINS  
IN  
OHIO, PENNSYLVANIA, TEXAS AND WEST VIRGINIA  
TO DESTINATIONS  
IN  
ARKANSAS, ILLINOIS, INDIANA, MISSOURI, NEW YORK, OHIO AND PENNSYLVANIA

Filed in compliance with 18 CFR § 342.3- Indexing.

All rates in this tariff are expressed in cents-per-barrel of forty-two (42) U.S. gallons and are subject to change as provided by law and are governed by the provisions found under the General Rules & Regulations herein.

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

**ISSUED**

**MAY 31, 2023**

**EFFECTIVE**

**JULY 1, 2023**

COMPILED AND ISSUED BY

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## GENERAL RULES & REGULATIONS

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The General Rules & Regulations published herein apply in their entirety to the services covered by this tariff, i.e., to the transportation and handling of Product(s) between the origin(s) and destination(s) named herein.

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### ITEM NO. 5

### A List of Definitions

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<b>Affiliate</b>	Means any entity that directly or indirectly (i) controls a Shipper; (ii) is controlled by a Shipper; or (iii) is controlled by the same entity that controls a Shipper. For purposes of this definition, the terms “controls” and “controlled by” mean the power to direct or cause the direction of the management of and policies of another entity whether through the ownership of shares, a contract, trust arrangement or any other means, either directly or indirectly, that results in control in fact, but notwithstanding the foregoing includes, with respect to the control of or by a corporation, partnership or limited liability company, the ownership of shares or equity interests carrying not less than 50% or more of the voting rights regardless of whether such ownership occurs directly or indirectly. Without limitation, any one or more of the following shall conclusively evidence that entities are Affiliates of each other: (a) use of shared mailing or business addresses; (b) use of shared business telephone numbers; (c) use of common bank account(s) in relation to Carrier’s requirements set forth in Item 80; (d) the same or substantially the same management, general partner or managing member; and/or (e) one Shipper directing or conducting business on behalf of another Shipper.
<b>Agreement</b>	Refers to the agreed transportation arrangements between Shipper and Carrier.
<b>Barrel</b>	Forty-two (42) United States Gallons at 60° F.
<b>Batch</b>	A quantity of Products handled through the pipeline as a unit.
<b>Buffer Material</b>	Carrier designated buffer material meeting Carrier’s then current product specification, dated May 14, 2010, as such may be modified from time to time. A copy of this document is available upon request from the tariff compiler referenced on the title page of this tariff.
<b>Butanes</b>	Butanes are defined as iso-butane and/or refinery grade normal butane, meeting Carrier’s then current product specification dated May 14, 2010, as such may be modified from time to time. A copy of this document is available upon request from the tariff compiler referenced on the title page of this tariff.
<b>Carrier</b>	Refers to Enterprise TE Products Pipeline Company LLC (“Enterprise TE”).
<b>LPGs</b>	Means liquefied petroleum gases or means Product(s).
<b>Month</b>	Represents the period beginning at 12:00 a.m. (midnight) local Houston, Texas, time on the first day of a calendar month and ending at 12:00 a.m. (midnight) local Houston, Texas, time on the first day of the next calendar month.
<b>Nomination</b>	Refers to the communication from Shipper to Carrier in accordance with Item No. 125 of this Tariff notifying Carrier of Product(s) Shipper desires to tender for transportation on Carrier’s system each month.
<b>Northeast Segment</b>	Refers to Carrier’s pipeline segment providing only Propane service originating at Seymour, Indiana, extending northeast of Seymour, and serving various tariff origins and destinations in Ohio, Pennsylvania, and New York but specifically excluding (a) Carrier’s 10” pipeline lateral connecting Lima, Ohio and Lebanon, Ohio, and (b) Carrier’s 6” pipeline lateral connecting Todhunter, Ohio to the Cincinnati Airport.
<b>Product(s)</b>	Refers collectively to Propane, Butanes (including iso-butane and/or refinery grade normal butane) and Buffer Material.
<b>Propane</b>	Propane meeting Carrier’s then current product specification, dated May 14, 2010, as such may be modified from time to time. A copy of this document is available upon request from the tariff compiler referenced on the title page of this tariff.
<b>Refined Products</b>	When mentioned in this tariff, covers finished gasoline, jet fuel, kerosene, fuel oil, diesel oil, petroleum distillate, subgrade gasoline, natural gasoline, condensate, raffinate, straight-run gasoline and naphtha.

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## **GENERAL RULES & REGULATIONS (Continued)**

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**Shipper(s)** All shippers who transport Product under the terms and conditions of this tariff, with or without an Agreement.

**Transit Time** Means the time a shipment would take to move from origin to destination.

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### **ITEM NO. 10 Application of Rates for Intermediate Points**

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For Product Shipments accepted for transportation from any origin not named in this tariff, that is intermediate to the origin and destination between which the rate is published herein, through such unnamed point, Carrier will apply to such unnamed origin the rate published from the origin specified herein. For Product shipments accepted for transportation to any destination not named in this tariff, that is intermediate to the origin and destination between which the rate is published herein, through such unnamed point, Carrier will apply to such unnamed destination the rate published to the destination specified herein. Carrier will file a tariff publication applicable to the transportation movement within thirty (30) days of the start of the service if the intermediate point is to be used on a continuous basis for more than thirty (30) days.

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### **ITEM NO. 15 Buffer Material**

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Shipper may be required to furnish Buffer Material satisfactory to Carrier for the transportation of Butanes under this tariff. When Carrier requires Shipper to provide Buffer Material, Shipper shall pay the motor fuel or unfinished gasoline tariff rate for such Buffer Material. The applicable rate can be found under Item No. 300 in Carrier's FERC Tariff No. 55.47.0, successive issues thereof, as the non-incentive rate for motor fuel. The maximum quantity of Buffer Material required for any one shipment shall be four thousand (4,000) Barrels. For the purpose of assessing transportation charges, that portion of the shipment delivered into or through either Shipper's or Carrier's pressure storage at destination shall constitute Butanes and that portion delivered into Shipper's conventional storage at destination shall constitute Buffer Material. For the purpose of determining Carrier's responsibility for Butanes, Carrier will receive credit for all Buffer Material delivered, whether delivered into conventional storage or through pressure storage in a Product mix.

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### **ITEM NO. 20 Claims, Time for Filing**

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As a condition precedent to recovery, claims must be made in writing to Carrier within nine (9) months after receipt of delivery of the Shipment, or in case of a failure to make delivery, then within nine (9) months after a reasonable time for delivery has elapsed. Suit against Carrier must be instituted by Shipper or its consignee only within two (2) years and one (1) day from the day when notice in writing is given by Carrier to the claimant that 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 Carrier shall not be liable therefor.

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### **ITEM NO. 30 December-through-February Charges**

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If, during a single calendar month in the period December through February, Shipper receives deliveries at northeast terminals in excess of the total volume delivered to the same Shipper at such terminals during the preceding March-through-November period, a charge of [U]thirty cents (30¢) per Barrel in addition to all other charges shall apply to such excess volume. Northeast terminals as used herein shall mean Du Bois and Greensburg, Pennsylvania; Harford Mills, Oneonta, Selkirk and Watkins Glen, New York.

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### **ITEM NO. 35 Delivery Services at Joliet and Lemont, Illinois**

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Movements of refinery grade normal butane are subject to Carrier's approval and Carrier reserves the right to reject any movement of refinery grade normal butane under this tariff which would disrupt the efficient use of Carrier's facilities. Shippers desiring delivery of refinery grade normal butane to Joliet or Lemont, Illinois must agree to take delivery of all interface material in Carrier's interface sphere and the interface material created during the movement of the product to the destination. The maximum Batch size of refinery grade normal butane will be ten thousand (10,000) Barrels, unless otherwise agreed to by Carrier.

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### **ITEM NO. 40 Facilities Required at Origin and Destination**

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Carrier will provide such facilities at the origin as it deems necessary for the operation of the pipeline. Product will be accepted for transportation hereunder only when Shipper has provided facilities satisfactory to Carrier capable of delivering Product at pressures and at volumetric flow levels required by Carrier. Product will be accepted for transportation hereunder only when Shipper or consignee has provided the necessary facilities at destination for receiving such Product at time of arrival without delay at pressures and at volumetric flow levels required by Carrier. Delivery will be made at the applicable destinations during hours established from time to time by Carrier.

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## GENERAL RULES & REGULATIONS (Continued)

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### ITEM NO. 42

### Governing Law and Jurisdiction

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This tariff is governed by, and must be interpreted and construed in accordance with, the laws of the State of Texas, without regard to any of its principles of conflicts of laws that would make applicable the laws of any other jurisdiction. Except for disputes that fall within the jurisdiction of the Federal Energy Regulatory Commission, exclusive venue for any suit, action, or proceeding brought in connection with this tariff is in the state and federal courts located in Harris County, Texas. Carrier and Shipper each irrevocably and unconditionally waive, to the fullest extent they may legally and effectively do so, any objection they may now or hereafter have to the laying of venue of any suit, action, or proceeding arising out of or relating to this tariff in the state and federal courts situated in Harris County, Texas. *Intending to waive and forever relinquish any right under applicable law providing for a right of trial by jury, Carrier and Shipper each knowingly, voluntarily, and intentionally waives, to the fullest extent permitted by applicable law, any and all claims or rights it or its successors and assigns may have to any trial by jury on any issue arising out of any litigation, dispute, suit, action, or proceeding related to this tariff.*

### ITEM NO. 45

### Identity of Shipments

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In view of the impracticability of maintaining the separate identity of shipments, shipments will not be segregated but will be commingled and deliveries will be made at destination from Carrier's common Product stream.

### ITEM NO. 50

### Inventory Requirement

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Shipper must maintain inventory of Propane in accordance with Carrier's then current Propane inventory policy dated April 1, 2020. A copy of this document is available upon request from the tariff compiler referenced on the title page of this tariff.

With respect to Butanes and Buffer Material, Shipper will be subject to Transit Time requirement.

### ITEM NO. 55

### Liability of Carrier

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Carrier shall not be liable for any loss or delay of, or damage to Product in or formerly in its possession caused by an act of God, public enemy, quarantine, authority of law, strike, riot, fire, flood, or act or default of Shipper or consignee, or for any other cause not due to the negligence of Carrier, whether similar or dissimilar to the causes herein enumerated; in such cases Shipper shall stand the loss in the same proportion as the amount accepted for transportation and actually in Carrier's custody bears to the whole of the shipment of all Shippers participating in the shipment from which the loss occurs, and the Shipper shall be entitled to receive only such portion of its Product as is left after deducting a due proportion of the loss as so determined.

Carrier shall not be liable for discoloration, commingling, contamination or deterioration of Product transported unless such discoloration, commingling, contamination or deterioration is caused by the sole negligence of Carrier. Normal commingling which occurs between shipments may be divided as equitably as practicable among Shippers participating in the shipments involved in commingling. Shipper shall be responsible for commingling between butane and Buffer Material in the shipment.

Because Propane being transported by Carrier is not odorized, Carrier shall not be liable for any damages or losses of any nature that is attributable to the delivery of Propane that is not odorized, and Shipper shall unconditionally indemnify and hold Carrier harmless therefrom.

### ITEM NO. 60

### Measurement and Deductions

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Except as otherwise provided, Carrier shall make no charge for metering Product upon receipt and delivery. Observed volumes of Product at operating pressures and temperatures shall be corrected to net volume at 60°F and equilibrium vapor pressure.

Except as otherwise provided in this item and Item No. 55 of this tariff, Carrier will be accountable for delivery at destination of one hundred percent (100%) of the Product tendered at the origin.

Shipper shall be responsible for product downgrades and/or interfaces.

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## **GENERAL RULES & REGULATIONS (Continued)**

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### **ITEM NO. 65**

### **Minimum Consignment**

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For Propane product movements with origin in Texas (excluding the West Memphis, Arkansas destination), the minimum consignment of Propane to any destination named herein shall be twenty thousand (20,000) Barrels; provided a minimum of two thousand (2,000) Barrels of Propane may be consigned to any such destination when the Carrier can combine such consignment with eighteen thousand (18,000) Barrels or more of Propane of the same specifications consigned to the same destination, or with twenty thousand (20,000) Barrels or more of Propane of the same specifications consigned to destinations beyond.

For Propane product movements with a destination of West Memphis, Arkansas, the minimum consignment of Propane to the destination named herein shall be fifteen thousand (15,000) Barrels; provided a minimum of two thousand (2,000) Barrels may be consigned to such destination when the Carrier can combine such consignment with thirteen thousand (13,000) Barrels or more of Propane of the same specifications consigned to the same destination.

For Propane product movements with origin in Ohio and Pennsylvania, the minimum consignment of Propane to any destination named herein shall be twenty thousand (20,000) Barrels; provided a minimum of one thousand (1,000) Barrels of Propane may be consigned to any such destination when the Carrier can combine such consignment with nineteen thousand (19,000) Barrels or more of Propane of the same specifications consigned to the same destination, or with twenty thousand (20,000) Barrels or more of Propane of the same specifications consigned to destinations beyond.

For Butanes product movements with origin in Texas, the minimum consignment of Butanes to any destination named herein shall be twenty thousand (20,000) Barrels; provided a minimum of five thousand (5,000) Barrels of Butanes may be consigned to any such destination when the Carrier can combine such consignment with fifteen thousand (15,000) Barrels or more of Butanes of the same specifications consigned to the same destination, or with twenty thousand (20,000) Barrels or more of Butanes of the same specifications consigned to destinations beyond.

Carrier may deliver any shipment by intermittent pumping.

Carrier reserves the right to waive, on a nondiscriminatory basis, the applicable minimum consignment, if operating conditions permit such waiver. If Carrier agrees, as memorialized in Carrier's waiver form, then Shipper shall be deemed in compliance with the requirements of this Item only as to the product, minimum consignment, and time period provided in Carrier's waiver form.

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### **ITEM NO. 70**

### **Minimum Shipment**

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For Propane product movements with origin in Texas (excluding the West Memphis, Arkansas destinations), Carrier may delay transportation of a shipment until it can be combined with Propane of the same specifications at Mont Belvieu, Texas, to make a pipeline batch of at least fifty thousand (50,000) Barrels for transportation as far as Todhunter Truck Terminal in Ohio. For Propane product movements with origin in Ohio and Pennsylvania, a tender of not less than ten thousand (10,000) Barrels will be accepted at the origins when it can be combined with Propane of the same specification to make a batch of fifty thousand (50,000) Barrels or more.

For Propane product movements with a destination of West Memphis, Arkansas, the minimum quantity of Propane which will be accepted by Carrier from the Mont Belvieu origin shall be twenty-five thousand (25,000) Barrels; provided, however, that a tender of not less than ten thousand (10,000) Barrels will be accepted when it can be combined with Propane of the same specification to make a batch of twenty-five thousand (25,000) Barrels or more.

For Butane product movements with origin in Texas, the minimum quantity of Butanes which will be accepted by Carrier at the origin named herein shall be fifty thousand (50,000) Barrels; provided, however, a tender of not less than twenty thousand (20,000) Barrels will be accepted when it can be combined with Butanes of the same specifications to make a batch of fifty thousand (50,000) Barrels or more at Mont Belvieu, Texas for transportation as far as Todhunter Truck Terminal in Ohio.

Carrier reserves the right to waive, on a nondiscriminatory basis, the applicable minimum quantity, if operating conditions permit such waiver. If Carrier agrees, as memorialized in Carrier's waiver form, then Shipper shall be deemed in compliance with the requirements of this Item only as to the product, minimum quantity, and time period provided in Carrier's waiver form.

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## **GENERAL RULES & REGULATIONS (Continued)**

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### **ITEM NO. 75**

### **Product Deliverability Requirements and Testing**

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Shipper shall furnish Carrier with a certificate setting forth in detail specifications of each Shipment of Products offered for transportation under this tariff. Carrier may—but shall not be required to—sample and/or test any Shipment prior to acceptance or during receipt of Shipment, and in the event of variance between said certificate and Carrier's test, Carrier's test shall prevail as to the specifications of Products received.

Carrier reserves the right to refuse to accept, and Shipper will be responsible for any Product that is delivered to Carrier at any origin that does not meet the certificate requirements as set forth above, or which is not good merchantable Product readily acceptable to transportation through Carrier's existing facilities. Carrier will provide Shipper with one of the three options to handle the non-compatible Product: (1) Shipper will remove the non-compatible Product or (2) Shipper shall pay a penalty in the amount of [U]twenty (20¢) cents per gallon for reprocessing the non-compatible Product or (3) Shipper shall pay Carrier actual cost for the disposal plus handling and maintenance charges associated with the disposal of the non-compatible Product.

In addition to the Shipper's responsibilities and Carrier's rights stated above, Shipper shall indemnify, defend, reimburse, and hold Carrier harmless from and against all claims, penalties, losses, costs, expenses, liabilities or damages of any kind or nature whatsoever (including reasonable attorney's fees and court costs associated therewith) whether suffered by Carrier or any third party, arising out of or related to Shipper's delivery to Carrier of off-specification Product, including, without limitation, Carrier's property, the property of others (including other Shippers), or treating or blending fees.

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### **ITEM NO. 80**

### **Payment of Transportation and Other Charges, Lien for Unpaid Charges and Financial Assurances**

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The Shipper shall pay all charges as provided for in this tariff or otherwise lawfully due to Carrier, and if required by Carrier, shall pay the same before acceptance or delivery by Carrier of Shipper's Product. Carrier will invoice Shipper for charges or other lawfully due amounts on a weekly basis unless otherwise specified in an Agreement or where operational issues make billing on a weekly basis impractical. Shipper shall pay all invoiced amounts within ten (10) days of the date of invoice from Carrier, unless otherwise specified on the invoice from Carrier. If any amounts owed by Shipper are not paid by the due date of Carrier's invoice, Carrier shall have the right to assess an interest charge on the entire past due balance until paid in full at the rate equal to the lesser of (i) 18% per annum, or (ii) the maximum non-usurious interest rate which may then be charged under Texas law. Carrier may require that all payments to Carrier be sent by wire transfer in accordance with the instructions on Carrier's invoice to Shipper. Carrier shall have a lien upon all of the following, whether now or hereafter existing or acquired, as collateral security for the prompt and complete payment and performance of the Obligations (as defined below): (a) all Product of Shipper in the possession of Carrier or its agents including linefill; (b) all of Shipper's prepayments, deposits, balances and credits with, and any of its claims against, Carrier, at any time existing; and (c) all proceeds of any of the foregoing property in any form (collectively, "Collateral"). The foregoing lien and Collateral secures all of the following obligations of Shipper (collectively, the "Obligations"): (i) any and all charges owed to Carrier by Shipper under this tariff or otherwise lawfully due to Carrier, including penalties, interest, and late payment charges; (ii) the reimbursement of any costs or amounts Carrier may advance, spend or incur for the storage, preservation, removal or sale of the Collateral or otherwise to enforce the lien or these Obligations; and (iii) all amounts owed under any modifications, renewals, or extensions of any such Obligations. The lien provided in this tariff is in addition to any lien or security interest provided by applicable law and any and all other rights and remedies Carrier may have at law or in equity. If any amounts accruing and owed to Carrier remain unpaid for ten (10) days after written notice and demand therefor, then Carrier or its agent shall have the right, in addition to and not in limitation of its other rights and remedies, to sell any or all of the Collateral at public auction, on any day not a legal holiday. The date for the sale shall be at least forty-eight (48) hours after publication of notice of such sale in a daily newspaper of general circulation published in the town or city where the sale is to be held, stating the time, place of sale, and a description and the location of the Collateral to be sold. At such sale, Carrier or any of its affiliates shall have the right to bid, and if the highest bidder, to become the purchaser. Carrier shall apply the proceeds of any such sale to the payment of Obligations accruing or due to Carrier and to the reimbursement of expenses associated with the sale of the Collateral, and the balance remaining, if any, shall be paid to or held for whomsoever may be lawfully entitled thereto. Carrier may, with or without notice to Shipper, appoint agent(s) to retain possession of Shipper's Product on behalf of Carrier for the purpose of enforcing this security interest, lien and assignment. Carrier shall have the right to file all such documents as it deems appropriate in order to perfect or maintain the perfection of the security interest, lien and assignment granted herein and Shipper shall cooperate and execute all such documents as may be reasonably requested by Carrier.

If Shipper fails to satisfy when due any Obligations to Carrier, then Carrier shall have the right, until all such Obligations, including interest thereon, are paid in full to: (i) refuse to provide Shipper access to Carrier's facilities or provide transportation services for Shipper's Product; (ii) set-off (including by set-off, offset, recoupment, combination of accounts, deduction, retention, or counterclaim) any amounts owing to Carrier against any monies owed by Carrier to Shipper or any of Shipper's Affiliates under this tariff, any contract, or against any Product of

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Shipper in the custody of Carrier or its agents; and (iii) exercise any other rights or remedies under this tariff, any contract with Shipper or under applicable law or in equity, provided that Carrier will only exercise its right to refuse to provide Shipper access to Carrier's facilities or provide transportation services if Shipper has not provided Financial Assurances to Carrier sufficient in Carrier's reasonable discretion to satisfy the Obligations, provided further, notwithstanding any such Financial Assurances, if such Obligations have remained unsatisfied for sixty (60) days past the date due, even if Shipper has provided Financial Assurances, Carrier shall have the right to refuse Shipper access to Carrier's facilities or provide transportation services for Shipper's Product until such Obligations have been satisfied. In addition, Shipper shall pay all documented costs incurred by Carrier to collect any unpaid Obligations, including reasonable attorney fees and costs incurred by Carrier.

At any time, upon the reasonable request of Carrier, any prospective or existing Shipper shall provide information to Carrier that will allow Carrier to determine the prospective or existing Shipper's capacity to perform any Obligations that could arise under the terms of this tariff or an Agreement. Carrier shall not be obligated to accept Product for transportation from or to provide access to Carrier's facilities to an existing or prospective Shipper if Shipper or prospective Shipper fails to provide the requested information to Carrier within ten (10) days of Carrier's written request, or if Carrier's review of the requested information reveals that the existing or prospective Shipper does not have the capacity to perform the Obligations and such Shipper fails to provide Financial Assurances requested by Carrier.

In the event Carrier determines that:

- (1) the existing or prospective Shipper's financial condition is or has become impaired or unsatisfactory;
  - (2) any financial assurances ("Financial Assurances") previously provided by a Shipper no longer provide adequate security for the performance of such Shipper's Obligations; or
  - (3) Carrier otherwise determines that it is necessary to obtain additional Financial Assurances from Shipper;
- then Carrier, upon notice to Shipper, may require one or more of the following Financial Assurances for the payment of the Obligations, to be provided at the expense of Shipper:

- (1) prepayment (which will be held by Carrier without interest accruing thereon) in an amount and in a form satisfactory to Carrier;
- (2) a standby irrevocable letter of credit in favor of Carrier in an amount and in a form satisfactory to Carrier and issued by a financial institution acceptable to Carrier;

- (3) a guaranty in an amount and in a form satisfactory to Carrier and provided by a guarantor acceptable to Carrier; or other enforceable collateral security or credit support, in form and substance acceptable to Carrier.

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**ITEM NO. 85****Product Acceptable**

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Carrier reserves the right to reject any Product under this tariff which would have a potential adverse effect on any Product shipments or otherwise disrupt the efficient use of Carrier's facilities.

Product will be accepted for transportation at origin at such time as Product of the same required specifications is currently being transported or accepted for transportation from such origin to the destination named herein.

Shipper may be required by Carrier to inject oil-soluble corrosion inhibitors acceptable to Carrier in the Product to be transported. Carrier, for corrosion protection, may inject corrosion inhibitors, and Product containing such inhibitors shall be accepted by Shipper or consignee of Shipper at destination.

Shipper will be required to furnish Buffer Material in amounts and product grade specified by Carrier for shipments of Propane with a destination of West Memphis, Arkansas. Such Buffer Material will be subject to the applicable Propane tariff rate set forth in this tariff, supplements thereto and successive issues thereof. Shipper may be required to furnish Buffer Material satisfactory to Carrier for shipments of Propane.

Carrier reserves the right to waive, on a nondiscriminatory basis, its required specifications, if operating conditions permit such waiver. If Carrier agrees, as memorialized in Carrier's waiver form, to accept Product that does not meet Carrier's required specifications, then Shipper shall be deemed in compliance with the requirements of this Item only as to the product, required specification, and time period provided in Carrier's waiver form.

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**ITEM NO. 90****Product Disposition If No Facilities Provided At Destination**

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In the event Shipper or its consignee does not have adequate facilities available to receive all or any portion of the Product at its destination in accordance with Carrier's schedules, Carrier shall have the right to make whatever disposition of such undelivered Product which is necessary for the efficient operation of its pipeline system. Carrier shall not be liable to Shipper or its consignee because of such disposition, and Shipper or its consignee shall pay for all costs thereof, the same as if Shipper or consignee had requested or authorized such disposition.

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## GENERAL RULES & REGULATIONS (Continued)

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### ITEM NO. 95

### Product Involved in Litigation or Encumbered

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Carrier shall have the right to reject any Product, when offered for transportation, that may be involved in litigation, or the title of which may be in dispute, or that may be encumbered by lien or charge of any kind, and Carrier may require of Shipper satisfactory evidence of perfect and unencumbered title or satisfactory indemnity bond to protect Carrier against any and all losses.

### ITEM NO. 100

### Proration of Pipeline Capacity

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When quantities of Product greater than can be transported are offered to Carrier for shipment through Carrier's facilities, Carrier shall allocate available transportation on an equitable basis to all Shippers' pursuant to Carrier's then current proration policy, dated September 15, 2019. The current copy can be found on Carrier's company website.

### ITEM NO. 105

### Reconsignment

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If no out-of-line or back-haul movement is required, Shipper may, on forty-eight (48) hours' written notice or any other form of communication agreed upon between Shipper and Carrier, reconsign any shipment or portion of any shipment to destinations named in lawful tariffs applying on Product issued by or concurred in by Carrier, provided that such Product so reconsigned shall meet the applicable minimum consignment rules for such destination and further provided that such reconsignment can be reasonably accommodated by Carrier's pumping schedule. All such reconsigned shipments of Product shall bear the applicable rate from point of origin to final destination as provided in this tariff, or the applicable tariff under which the Product is reconsigned.

### ITEM NO. 115

### Separate Pipeline Agreements

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Separate agreements, if applicable, in association with pipeline connections or other facilities ancillary to the Carrier's pipeline system and in accordance with this tariff may be required of any Shipper or consignee before any obligation to provide transportation shall rise.

### ITEM NO. 120

### Tax Registration

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Shipper and its consignors and consignees shall be required to provide Carrier with proof of registration with or tax exemption from the appropriate Federal and/or State tax authorities related to the collection and payment of fuels excise tax or other similar taxes, levies or assessments. Shipper and its consignors and consignees shall further be required to immediately notify Carrier of any changes in their registration or tax exemption status. Any tax, levy, assessment or other charges imposed by such authority against Carrier as the result of such failure shall be collected by Carrier under the provisions of Item No. 80.

### ITEM NO. 125

### Tenders

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Shippers qualified to ship on Carrier's system desiring to tender Products for transportation hereunder shall submit monthly nomination(s) (a "Nomination") via the Transport4 system (or other system Carrier may identify in the future to provide a similar function), specifying the origin, destination, product type, quantity of products to be shipped and, if applicable, whether such Products are being tendered pursuant to an Agreement or incentive program. Shippers shall submit an initial Nomination (an "Initial Nomination"), on or before the 15th day of the month preceding the month of shipment, unless such day falls on the weekend or is a holiday, in which case the due date for an Initial Nomination shall be the next business day following the weekend or holiday. Unless such Initial Nomination is made, the Carrier shall be under no obligation to accept Products from such Shipper. At close of business on the Initial Nomination due date, each Shipper's Nomination will be considered binding as to Shipper. If a Shipper makes a Nomination after the Initial Nomination due date, Carrier shall notify Shipper if such Nomination will be accepted and any such accepted Nomination shall be considered binding as to Shipper upon Carrier's notification of acceptance. A nomination made after the Initial Nomination due date may not modify a binding Initial Nomination; rather, a Nomination made after the Initial Nomination due date shall be considered a new Nomination, incremental to any other Nomination made by Shipper. The sum of a Shipper's Initial Nomination and any accepted incremental Nomination shall be considered a Shipper's binding Nomination.

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## GENERAL RULES & REGULATIONS (Continued)

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### ITEM NO. 125

### Tenders

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If it is determined that insufficient capacity is available to accommodate all valid timely and properly submitted Nominations, Carrier will notify, via electronic bulletin posting or other appropriate method as selected by the Carrier, each Shipper that has tendered a Nomination for an allocated line segment. Carrier will allocate capacity in accordance with Carrier's then in effect Proration Policy. On or about two (2) business days following the Initial Nomination deadline, Carrier will notify any allocated Shipper of such Shipper's allocated capacity. Each allocated Shipper will then have a period of two (2) business days to adjust its Nomination using Transport4 (unless otherwise instructed by the Carrier) to the volume equal to its allocated capacity (the "Allocation Volume"). This adjusted Nomination shall be binding as to Shipper.

Unless otherwise set forth below, for each period that a Shipper delivers less than its applicable Volume Threshold, for any reason other than at the request of the Carrier or where Carrier's operations prevented full receipt or delivery of barrels tendered by Shipper, Shipper shall be invoiced a Nomination Shortfall Charge in addition to being invoiced for its delivered volumes. A Shipper's Volume Threshold shall be equal to either (i) eighty-five percent (85%) of its binding Nomination volume; or, during a period of allocation, (ii) the lower of (a) ninety-five percent (95%) of its binding Initial Nomination volume, before allocation adjustment, or (b) 100% of its Allocation Volume. Such Nomination Shortfall Charge shall equal:

$$\begin{aligned} & \text{Shipper's applicable Volume Threshold} \\ & \quad (-) \text{ less} \\ & \text{Shipper's actual volume delivered for the nominated movement} \\ & \quad (*) \text{ times} \\ & \text{transportation rate per barrel applicable to such movement.} \end{aligned}$$

For propane movements originating and terminating on the Northeast Segment, Shippers shall only be subject to a Nomination Shortfall Charge during periods of allocation.

To reduce operational and scheduling disruptions, and to protect Carrier's ability to meet the scheduled deliveries of all Shippers, any Shipper, unless otherwise set forth below, who within seventy-two (72) hours before the scheduled time for receipt of Product by Carrier changes the origin location or reduces the amount of barrels for transportation, will be assessed a Late Origin Change Fee of forty-two cents (\$0.42) per barrel for each barrel as to which the origin location was changed or that Shipper reduces from its binding Nomination. The Late Origin Change Fee shall be assessed in addition to any applicable Nomination Shortfall Charge. For propane movements originating and terminating on the Northeast Segment, Shippers shall not be subject to a Late Origin Change Fee.

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## RATES (In Cents-per-bbl.)

[I] All rates are increased.

**ITEM NO. 135**

### Non-Incentive Rates for Propane

Destination	Origin		
	Floreffe Junction (Allegheny Co., PA)	Mont Belvieu (Chambers Co., TX)	Tappan Lake (Harrison Co., OH), Todhunter (Butler Co., OH) & Follansbee (Brooke Co., West Virginia)
Coshocton (Coshocton Co., OH)	--	902.11	--
Dexter (Stoddard Co., MO)	--	428.64	--
Du Bois (Clearfield Co., PA)	484.55 (1)(2)	1001.48 (1)	484.55 (1)
Fontaine (Green Co., AR)	--	402.69	--
Greensburg (Westmoreland Co., PA)	484.55 (1)(2)	945.14 (1)	484.55 (1)
Harford Mills (Cortland Co., NY)	680.85 (1)	1068.17 (1)	708.84 (1)
Lebanon (Boone Co., IN)	--	505.51 (4)	--
Oneonta (Otsego Co., NY)	737.02	1154.20 (1)	760.80 (1)
Princeton (Gibson Co., IN)	--	550.27	--
Schaefferstown (Lebanon Co., PA)	714.43 (2)	1079.65	704.97
Selkirk (Albany Co., NY)	799.65	1227.25 (1)	801.73 (1)
Seymour (Jackson Co., IN)	--	480.36	--
Sinking Spring (Berks Co., PA)	714.43 (2)	1079.65	704.97
Todhunter Truck Terminal (Butler Co., OH)	--	808.34	--
Watkins Glen (Schuyler Co., NY)	655.34 (1)	1013.55 (1)	685.11 (1)
West Memphis (Crittenden Co., AR)	--	428.64 (4)	--
Monee (Will Co., IL)		1818.33 (7)	

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**RATES (In Cents-per-bbl.)**

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**ITEM NO. 150**

**Non-Incentive Rates for Butanes**

[I] All rates are increased.

	<b>Origin</b>
<b>Destination</b>	Mont Belvieu (Chambers Co., TX)
Griffin (Posey Co., IN)	387.54
Joliet (Will Co., IL)	484.67 (5)
Lebanon (Boone Co., IN)	505.51
Lemont (Cook Co., IL)	484.67 (5)
Princeton (Gibson Co., IN)	396.73 (6)

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**ITEM NO. 160**

**Non-Incentive Rate for Buffer Material**

	<b>Origin</b>
<b>Destination</b>	Mont Belvieu (Chambers Co., TX)
West Memphis (Crittenden Co., AR)	[I] 428.64

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## ROUTE DIRECTORY

Rates in tariff apply via all routes made by use of the line of the Carrier.

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### EXPLANATION OF ABBREVIATIONS

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<b>Bbl.</b>	Barrel
<b>Co.</b>	County
<b>F</b>	Fahrenheit
<b>FERC</b>	Federal Energy Regulatory Commission
<b>No.</b>	Number
<b>&amp;</b>	And
<b>¢</b>	Cents
<b>°</b>	Degrees
<b>%</b>	Percent
<b>\$</b>	Dollar

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### EXPLANATION OF REFERENCE MARKS

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- (1) See Item No. 30 for additional "December-through-February Charges".
  - (2) Rates for these destinations with Floreffe Junction, PA as origin are applicable only on shipments of Propane which originate in West Virginia and are tendered to Carrier at Floreffe Junction for completion of interstate pipeline transportation of the Propane.
  - (4) Rate also pertains to butane buffer material.
  - (5) Rates apply only to iso-butane except for refinery grade normal butane movements meeting the terms and conditions of Item No. 35, Delivery Services at Joliet and Lemont, Illinois.
  - (6) Rate includes delivery to connecting pipeline.
  - (7) Propane transportation service from Mont Belvieu (Chambers Co., TX) to Monee (Will Co., IL) is being provided on a nonroutine basis at the request of Shippers to help resolve propane supply needs, and Carrier will provide advance notice to its Shippers regarding the cancellation of this service and will, at that time, submit a tariff filing with the FERC that cancels this service.
- [U] Unchanged Rate  
[I] Increased Rate
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