F.E.R.C. ICA Oil Tariff

**F.E.R.C. No. 1.6.0** (Cancels F.E.R.C. No. 1.5.0)

### [C] <u>CANCELLATION NOTICE</u> CRESTWOOD SERVICES LLC

### LOCAL PIPELINE TARIFF

### CONTAINING

### RATES, RULES AND REGULATIONS

### GOVERNING THE TRANSPORTATION AND HANDLING OF

PROPANE TRANSPORTED BY PIPELINE

FROM ORIGIN STATIONS IN SOUTH CAROLINA

## TO DESTINATIONS IN SOUTH CAROLINA

[N] <u>Issued in accordance with 18 C.F.R. §341.5 (Cancellation of Tariffs). Effective May 1, 2024, Sunoco Pipeline L.P.</u> will adopt the tariffs of Crestwood Services LLC. Crestwood Services LLC's F.E.R.C. No. 1.5.0 will be fully adopted by Sunoco Pipeline L.P.'s F.E.R.C. No. 225.0.0.

[N] Request for Special Permission

Issued on eleven (11) days' notice under authority of 18 C.F.R. § 341.14. This tariff publication is subject to refund pending a 30-day review period.

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

The rates named in the tariff are expressed in cents per U.S. Gallon and are subject to changeas provided by law; also the rules and regulations published herein, supplements hereto and reissues hereof are also subject to change as provided by law.

This tariff publication is filed in accordance with 18 CFR § 342.3 (Indexing).

**ISSUED:** April 19, 2024

Issued by: [W] <u>RB Herrscher,</u> <u>EVP – NGL & Refined Products</u> <u>International Business Development</u> <u>Energy Transfer Operations GP LLC,</u> <u>the General Partner of</u> <u>Sunoco Pipeline L.P.</u> <u>3805 West Chester Pike</u> <u>Newton Square, PA 19073</u> <u>John Powell, Senior Vice President,</u> <u>Crestwood Services LLC</u> <u>2440 Pershing Road, Suite 600 Kansas</u> <u>City, Missouri 64108</u>

#### **EFFECTIVE: May 1, 2024**

Compiled by: [W] <u>Diane A. Daniels</u> <u>on behalf of</u> <u>Sunoco Pipeline L.P.</u> <u>1300 Main Street</u> <u>Houston, TX 77002</u> <u>(713) 989-7425</u> <u>tariffs@energytransfer.com</u> <u>Kimberly Gee, Assistant General Counsel Crestwood-<u>Services LLC</u> <u>811 Main Street, Suite 3400</u> <u>Houston, Texas 77002</u> <u>(832) 519-2264</u></u>

### F.E.R.C. No. 1.6.0

Item No.	Subject	Rules and Regulations
5	General Application of TARIFF	Propane will be transported, terminalled and/or handled through- facilities only as provided in this tariff.
<del>10</del>	Definitions	As used in these rules and regulations, the following terms have the following meanings:
		(a) "Carrier" means Crestwood Services LLC.
		(b) "Consignee" means anyone to whom a shipment or
		portion of a shipment is consigned when delivered from Carrier's-
		pipeline. (c) "Day" means a period of twenty four (24) hours,
		beginning at 8:00 a.m., local time at Tirzah, South Carolina, and
		continuing until the next 8:00 a.m.
		(d) "Gallon" means a United States gallon of 231 cubic-
		(d) Gallon means a Onlied States gallon of 251 cubic inches of liquid at 60° Fahrenheit and at the equilibrium pressure
		of the liquid.
		(e) "Propane" means a liquid hydrocarbon product meeting
		the specifications set forth in Item 20.
		(f) "Shipper" means the party who contracts with Carrier
		for the transportation of Propane under the terms of this tariff.
		(g) "Tender" means the offer by a Shipper to Carrier of a
		stated quantity of Propane for transportation from a specified origi
		or origins to a destination or destinations stated in Carrier's tariff i
		accordance with these specific rules and regulations.
<del>15</del>	Commodity	The Carrier will transport Propane exclusively and will not accept tenders of any other commodity for transportation.
<del>20</del>	Propane Acceptance	(a) Propane tendered to Carrier shall be accepted for
	Specifications,	transportation only when it meets the specifications contained in
	Certificate, Testing and	Gas Processors Association Specification 2140 for HD-5 propane
	Rejection	(as revised and supplemented from time to time).
		(b) Carrier may require Shipper to furnish a certificate- setting forth the specifications of each shipment of Propane-
		delivered to Carrier for transportation.
		(c) Carrier may sample and test any shipment of Propane
		delivered to Carrier for transportation, and such test may be
		performed before or after acceptance of such Propane. In the even
		of any variance between any certificate supplied by Shipper under
		Item 20(b) and the test performed by Carrier, the latter shall prevai
		If requested by Shipper, Carrier will furnish to Shipper a certified
		sample to enable Shipper to check the accuracy of Carrier's-
		analysis.
		(d) Shipper shall indemnify and save Carrier harmless from
		and against any and all loss sustained by Carrier or by other
		Shippers by reason of contamination or damage to other Propane i
		Carrier's custody or by reason of damage to Carrier's pipeline or othe
		facilities caused by failure of the materials accepted for transportation to be Propane as defined in this Item, whether or no
		Carrier has performed the test described in Item 20(c) above.
		(e) If Carrier shall at any time determine that material then
		its custody belonging to Shipper does not meet the specifications
		this Item 20, Carrier shall have the right to do one or more of the
		following: (i) to process or cause the processing of such material s
		as to cause such material to conform to the specifications of this-

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		suspend transportation of that material, (iv) to store that material, (v) to dispose of that material, and (vi) to take such other steps as Carrier deems necessary to protect the property of Carrier and the property of other Shippers in Carrier's custody, and Shipper agrees to reimburse Carrier for all direct and indirect expenses reasonably incurred by Carrier therefor.
25	Tender Procedure and Scheduling of Shipment	<ul> <li>(a) Tenders will be accepted only for transportation from facilities connected to Carrier when a tariff covering the proposed movement is lawfully in effect.</li> <li>(b) A Shipper desiring to tender Propane to Carrier for transportation under this tariff shall make such tender in writing on Carrier's then effective Tender of Shipment form, which form willbe supplied by Carrier to any Shipper or prospective Shipper uponrequest.</li> <li>(c) Tenders must be made according to the following time limits:</li> <li>(i) for delivery to Carrier from a connecting common carrier pipeline, at least 48 hours in advance of the time at which the requested transportation is to begin.</li> <li>(ii) for transportation by Carrier to a connecting common carrier pipeline as Consignee, within the time limits.</li> <li>(iii) for transportation by Carrier other than as provided in (i) or (ii) above, at least 48 hours in advance of the time at which the requested transportation by Carrier is to begin.</li> <li>(iii) for transportation by Carrier other than as provided in (i) or (ii) above, at least 48 hours in advance of the time at which the requested transportation by Carrier is to begin.</li> </ul>
<del>30</del>	Tender Quantities and Minimum Shipment	<ul> <li>(a) Subject to Item 30(b), Propane may be tendered to</li> <li>Carrier in any quantities, provided that the total quantity tendered by- a single Shipper for transportation to a connecting common carrier- pipeline as Consignee must equal or exceed the minimum tender requirements specified from time to time by such connecting- common carrier pipeline.</li> <li>(b) Carrier will not accept for transportation any single- shipment from one point of origin to one destination by Shipper- which is less than 6,000 gallons.</li> </ul>
35	Origin and Destination- Facilities and Withdrawal- Procedures	<ul> <li>(a) Carrier will not provide storage facilities at points of origin or at destination. Tenders will be accepted for transportation under this tariff only when Shipper has provided facilities-satisfactory to Carrier capable of delivery of Propane into Carrier's pipeline at points of origin at pressures and injection rates required by Carrier, and when Shipper or his Consignee has furnished evidence satisfactory to Carrier that adequate facilities are available to Shipper or his Consignee for accepting delivery of Propane at the point of destination at pressures and discharge rates required by Carrier.</li> <li>(b) In the event that Shipper or his Consignee fails to provide adequate facilities for receipt of Propane at the point of destination, as required by Item 35(a) hereof, Carrier shall have the right, on 6 hours notice, to redirect or reconsign all or any part of such shipment subject to the rates, rules and regulations applicable</li> </ul>

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		from point of origin to actual final destination, or to make whatever arrangements for disposition of all or any part of such Propane- deemed by Carrier to be appropriate to clear its facilities, including the right of private sale for the best price reasonably obtainable. Carrier may be a purchaser at any such sale. Out of the proceeds of such sale, Carrier shall pay itself first for all transportation charges and other lawful charges and necessary expenses of sale and for all expenses incurred by Carrier in caring for and maintaining such Propane until disposed of, and Carrier shall hold the balance thereof for whoever may lawfully be entitled thereto.
4 <del>0</del>	Identity of Shipments	Carrier will make deliveries out of a common stream of commingled- shipments, and no attempt will be made to preserve the identity of individual shipments.
45	Storage	Carrier does not have available and does not hold itself out to provide storage of Shipper's Propane at origin, destination or intermediate points.
<del>50</del>	Delivery	<ul> <li>(a) Carrier will transport and deliver Propane with reasonable diligence and dispatch.</li> <li>(b) Subject to the provisions of Items 35 and 45, after any shipment has had time to arrive at destination, Shipper or his Consignee must begin withdrawals at Carrier's then existing flowrates and pressures.</li> <li>(c) Upon failure of Shipper or his Consignee to remove or take delivery of any shipment, as provided in Item 50(b) hereof, the provisions of Item 35(b) shall be applicable.</li> </ul>
55	Terminal Service	At terminals where Carrier has available tank truck or tank car- loading facilities, tank trucks or tank cars of six thousand (6,000) gallons or greater gross capacity may be loaded.
<del>60</del>	Odorization	<ul> <li>(a) Carrier will not accept for transportation any Propane- which has been odorized with ethyl mercaptan or other odorants.</li> <li>(b) Propane loaded and delivered by Carrier into tank trucks- and tank cars will be odorized by Carrier with ethyl mercaptan- furnished by Carrier, unless Carrier is instructed in writing by- Shipper or his Consignee not to odorize specific deliveries (and such- instruction legally may be accepted by Carrier).</li> <li>(c) Propane loaded and delivered by Carrier into a pipeline or storage of others will not be odorized by Carrier unless required- by law or unless specific arrangements are made therefor between- Carrier, Shipper and the owner of such pipeline or storage.</li> </ul>
<del>65</del>	Measurement	Propane will be measured by Carrier upon receipt and delivery. Volume measurement shall be made at operating temperatures and pressures and corrected to sixty (60) degrees Fahrenheit and equilibrium vapor pressure in accordance with applicable ASTM 1P- Petroleum Measurement Tables, as revised from time to time.
<del>70</del>	Loss Allowance and Quantity Deliverable	Carrier will deduct from all quantities of Propane received from- Shippers at point of origin: (i) a loss allowance of fifty hundredths of one percent (0.5%) of volume received; and

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		(ii) losses, if any of the type covered by Item 100(b) for- which Carrier is not liable; and Carrier will deliver the balance to Shipper or his Consignee.
<del>75</del>	Proration of Pipeline- Capacity	When the total volume of Propane tendered by all Shippers under this tariff is greater than the volume which can be transported and delivered currently, Carrier will prorate available capacity among all Shippers making good faith tenders of shipments so as to avoid- unjust discrimination.
<del>80</del>	Title	A tender of Propane for shipment shall be deemed a warranty of title by the party tendering. Carrier may, in the absence of adequate- security, decline to receive any Propane which is in litigation, or as to which a dispute over title may exist or which is encumbered by law. Tender of Propane shall constitute a warranty and guarantee by the party tendering that it has good title thereto and that it agrees to hold Carrier harmless from and against any and all claims, losses, costs, liabilities, damages and/or expenses resulting from disputes, encumbrances or failures of title thereto. Acceptance of Propane for transportation shall not be deemed a representation by Carrier as to title.
<del>85</del>	Rates Applicable	Propane transported shall be subject to the rates in effect on the date such Propane is received by Carrier.
<del>95</del>	Payment of Transportation- and OtherCharges	Shipper shall be responsible for payment of transportation and all- other charges applicable to the shipment and if required shall prepay such charges or furnish guaranty of payment satisfactory to Carrier. Carrier shall have a lien and security interest on all Propane in its- possession belonging to Shipper to secure the payment of any and all unpaid transportation, or other lawful charges, due Carrier and- unpaid by Shipper. Carrier has the right to withhold delivery of- such Propane until all unpaid charges have been paid. If said charges remain unpaid for ten (10) days after the date on Carrier's- invoice therefor, such amounts shall bear interest at the rate of ten- percent (10%) per annum, or the maximum interest rate permitted- by applicable law, whichever is less, from the date of delivery until paid. If such charges remain unpaid for twenty five (25) days after the date on Carrier's invoice therefor, Carrier may dispose of such- Propane by public or private proceedings in one or more contracts. Sale or other disposition may be as a unit or in parcels and at any- time and place and on any terms which are commercially- reasonable. The proceeds of disposition shall be applied in the following order: (a) to the reasonable expenses of holding, preparing for sale, selling and, to the extent allowed by law, reasonable attorney's fees and legal expense incurred by Carrier; and (b) to the satisfaction of the indebtedness secured hereby. Carrier will account to Shipper for any surplus, and Shipper is liable to Carrier for any deficiency.

100	Liability of Carrier	<ul> <li>(a) Carrier will assume no liability when operational scheduling and other problems encountered in pipeline operations prevent its ability to maintain schedules or comply with Shipper's withdrawal requirement.</li> <li>(b) Carrier, while in the possession of any Propane, will not be liable for any loss thereof, or damage thereto, or delay, caused byact of God, war, sabotage, the public enemy, quarantine, epidemics, the authority of law or public authority, strikes, riots, insurrection, fire, flood, inherent nature of the goods, or the act or default of the Shipper or Shipper's Consignee, or from any cause whatsoever, whether enumerated herein or not, except due to Carrier's sole negligence. Any losses of Propane for which Carrier is not liable will be charged proportionately to each Shipper in the ratio that his Propane, received and undelivered at the time the loss occurs, bearsto the total of all Propane then in the custody of Carrier, and Carrierwill be obligated to deliver only that portion of such Propane remaining after deducting Shipper's proportion of such loss determined as aforesaid. Transportation charges will be assessed only on the quantity delivered.</li> </ul>
105	Claims, Suits and Time- for Filing	As a condition precedent to recovery of any losses or damages- suffered by Shipper for which Carrier may be responsible, the- Shipper's claims must be filed in writing with Carrier within nine (9) months and one (1) day after delivery of shipment or in case of failure of Carrier to make delivery, within nine (9) months and one (1) day after delivery should have been made based upon then- existing operating conditions and transit times; and suits will be instituted against Carrier 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. If claims are not filed or suits are not instituted thereon, in accordance with the foregoing provisions, Carrier shall not be liable and such claims will not be paid.
115	Legality of Shipments	Carrier reserves the right to refuse to accept for shipment any tender when the Shipper or Consignee has failed to comply with all- applicable laws, rules and regulations made by any governmental- authorities regulating Shipments of Propane.

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<del>120</del>	RATES Rates in Cents per Gallon	FROMTORATEBethune, S.C.Tirzah, S.C.[C]¢Tirzah, S.C.Bethune, S.C.[C]¢

# Explanation of Abbreviations and Reference MarksASTMAmerican Society for Testing Materials

- Federal Energy Regulatory Commission The Institute of Petroleum F.E.R.C
- IP
- Number No.
- [C] Cancelled
- [N] [W] New
- Change in Wording Only