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Jun 26 2023

Gas Services Department  
Railroad Commission of Texas

Easton Energy Pipelines LLC Tariff No. 3.4.0  
(Cancels Easton Tariff No. 3.3.0)

**[C] ~~ADOPTION NOTICE~~**  
**EASTON ENERGY PIPELINES LLC**  
**Pipe 810**

LOCAL TARIFF  
CONTAINING

**RULES, REGULATIONS AND RATES**  
**GOVERNING THE TRANSPORTATION**  
**OF**  
**BUTANE**  
**(as defined herein)**  
**BY PIPELINE**

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~~[C] Easton Energy Pipelines LLC is adopting herein the rules, regulations, and rates set forth in Ocelot Energy Management LLC's Tariff No. 3.2.0. Such rates, rules and regulations are being brought forth unchanged, unless otherwise indicated herein.~~

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Rules and regulations published herein apply only under tariffs making specific reference by number to this tariff; such references will include subsequent reissues thereof.

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

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P-5 Operator ID: 239743

T-4 Permit Number: 08740

Easton Energy Pipelines LLC is the owner of the pipeline providing service under this tariff.

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**EFFECTIVE DATE: July 1, 2023**

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## **SECTION I RULES AND REGULATIONS**

### **1. DEFINITIONS**

“Barrel” means forty-two (42) U.S. gallons.

“Butane” means and is limited to Normal Butane.

“Carrier” means and refers to Easton Energy Pipelines LLC. “Consignee” means the party to whom a Shipper has ordered the delivery of Butane. “Consignor” means the Person from whom a Shipper has ordered the receipt of Butane.

“FERC” means the Federal Energy Regulatory Commission.

“°F” means degrees Fahrenheit.

“Liq.Vol.%” means liquid volume percent.

“Shipper” means the party who contracts with Carrier for transportation of Butane.

### **2. COMMODITY**

Carrier is engaged in the transportation of Butane by pipeline and will not accept any other commodity under this tariff. Butane will be accepted for transportation only at such time as Butane is of the same quality and specifications as defined in Item 8 herein.

### **3. TENDERS**

Tenders will be accepted for the same kind and quality of product aggregating ten thousand (10,000) barrels or more. Carrier may, at its option for its convenience, transport such commodity by intermittent pumpings.

- a) Butane will be transported only under a tender accepted by Carrier from facilities connected to Carrier’s system when a tariff covering the movement is lawfully in effect.
- b) Any Shipper desiring to tender Butane for transportation shall make such tender to Carrier in writing on or before the 15th day of the month preceding the month during which the transportation under the tender is to begin; except that if space is available for current movement, a Shipper may tender Butane for transportation at a later date.

### **4. RECEIPT, DELIVERY, AND LEGALITY OF SHIPMENTS TENDERED**

Butane tendered for shipment will be received into the pipelines of Carrier only under the conditions that:

- a) Shipper has provided adequate pumping equipment and facilities to Carrier for injecting Butane into Carrier's pipeline at a pumping rate satisfactory to Carrier; and
- b) Butane tendered for shipment are of the same kind and quality as that being transported by Carrier and the transportation of such Butane would result in no damage to the quality or characteristics of other shipments; and
- c) Shipper or Consignee has provided adequate facilities for receiving the shipment as it arrives at destination; and
- d) Shipper and Consignee have complied with all applicable laws, rules and regulations made by any government authorities regulating the shipment of Butane.

## **5. IDENTITY OF BUTANE**

Carrier will use its best efforts to maintain the identity of individual shipments of Butane. However, in view of the impracticability of maintaining the exact identity of shipments at all times, Carrier reserves the right at any time to substitute and deliver a product of the kind and quality comparable to the Butane shipped. Carrier will not be liable for discoloration, contamination, or deterioration of Butane in transit as may result from normal pipeline operations.

## **6. DETERMINATION OF QUANTITIES AND QUALITY OF PRODUCT**

Carrier shall provide metering for custody transfer of commodity on both receipts and deliveries. Connections will be provided for sample accumulation for quality analysis. Carrier will not be responsible for quality. Sample container changing and quality analysis shall be the responsibility of the Shipper.

## **7. APPORTIONMENT WHEN CURRENT OFFERINGS ARE IN EXCESS OF CAPACITY**

When, pursuant to tenders hereunder, there shall be offered to Carrier more Butane than can be immediately transported, the transportation shall be apportioned among all Shippers in proportion equal to the average daily quantity of Product shipped by each Shipper over the last twelve (12) months, with up to five percent (5%) of system capacity reserved for Shippers with no such average.

## **8. QUALITY SPECIFICATIONS**

Carrier offers transportation of Butane only when it meets the following specifications:

CHARACTERISTIC	PRODUCT SPECIFICATION	TEST METHOD
Analysis Liq. Vol % Propane, Maximum Isobutane, Maximum Normal Butane, Minimum Pentanes and Heavier, Maximum Butadiene, Maximum Total Olefins, Maximum	0.35 6.0 94.0 1.5 0.01 0.35	ASTM D - 2163
Total Sulfur, PPM by weight, Maximum	140	ASTM D - 6667
Fluorides, PPM by weight, Maximum	1.4	ASTM D - 7359
Volatile Residue, Temperature @ 95% evaporated, Maximum	+36° F	ASTM D - 1837
Corrosion, copper strip, Maximum	No. 1	ASTM D-1838
Free Water	None	Visual Inspection
Vapor Pressure, psig, Maximum at 100° F	50	ASTM D - 1267

**General Contaminants Note:** The product shall be commercially free from sand, dust, gums, gum-producing substances, oil, glycol, inhibitors, amine, caustic, chlorides, oxygenates, heavy metals, any other contaminants that make it unfit for its commonly used applications and any compound added to the product to enhance the ability to meet these specifications.

## 9. TITLE

The act of delivering Butane to Carrier for transportation shall constitute a warranty by Shipper that Shipper or Consignee has unencumbered title thereto and that the same was produced in accordance with law. Acceptance by Carrier shall not be deemed as a representation by Carrier of title.

## 10. LIABILITY OF CARRIER

Carrier shall not be liable for any loss of Butane herein described, or damage thereto, or delay, because of an act of God, the public enemy, quarantine, the authority of law, strikes, riots, or the acts of default of Shipper or Consignee or from any other cause not due to the negligence of Carrier; in case of losses from such causes, other than negligence of Carrier, losses shall be charged proportionately to each shipment in ratio that such shipment, or portion thereof, received and undelivered at the time the loss or damage occurs, bears to the total of all shipments, or portions thereof, then in the custody of Carrier for shipment via the line or other facilities in which the loss or damage occurs; the Consignee shall be entitled to receive only that portion of his shipment

remaining after deducting his proportion of such loss or damage, determined as aforesaid and shall be required to pay transportation charges only on the quantity delivered.

#### **11. PAYMENT OF CHARGES**

Carrier shall have a lien on all Butane to cover charges for transportation, including demurrage, and may withhold delivery of Butane until said charges are paid. Carrier may require Shipper or Consignee to prepay said charges.

#### **12. TIME LIMITATIONS OF CLAIMS**

As a condition precedent to recovery of loss, damage or delay, claims must be filed in writing with the originating or delivering Carrier within nine months and one day after delivery of the property, or in case of failure to make delivery, then within nine months and one day after a reasonable time for delivery has elapsed; and suits shall be instituted against the Carrier only within two years and one 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 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.

#### **13. QUANTITIES DELIVERABLE**

The quantity of Butane deliverable at destination shall be the quantity received at origin, less shrinkage, evaporation or other loss in transit, including leaks and breaks, resulting from any cause other than negligence on the part of Carrier.

#### **14. RATES APPLICABLE TO AND FROM INTERMEDIATE POINTS**

Butane received from a point on Carrier's line that is not named in this tariff, but which point is intermediate to a point from which rates are published in this tariff, will be assessed the rate in effect from the next more distant point published in this tariff.

#### **15. TRUNK RATE ESCALATION**

The trunk rate may be increased by Carrier annually, effective August 1 of each year, in accordance with the annual FERC index, set forth in FERC regulation 18 C.F.R. § 342.3 or any successor thereto.

**SECTION II**  
**TABLE OF RATES**

Rates in Cents per Barrel of Butane

Origin Point(s)	Destination Point	Rate
Coastal States Junction, Houston (Harris County), TX  or  Texas Eastern Junction Houston (Harris County), TX	Houston Refinery (Harris County), TX	<b>[I]</b> <u>66.81</u>

**Explanation of Reference Marks:**

- [C]** Cancel  
**[I]** Increased Rate