

**MAGELLAN PIPELINE COMPANY, L.P.**

**LOCAL PIPELINE TARIFF**

CONTAINING

**RATES, RULES AND REGULATIONS**

GOVERNING THE TRANSPORTATION AND HANDLING OF

**PROPANE**

TRANSPORTED BY PIPELINE

FROM AND TO POINTS NAMED HEREIN

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Issued under authority of 18 CFR 342.2(b) – *establishing initial rates.*

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Issued on number (13) days' notice under authority of 18 CFR 341.14. This tariff publication is subject to refund pending a 30-day review period.

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The rates named in this Tariff are expressed in cents a barrel of 42 U.S. Gallons and are subject to change as provided by law, also to the Rules and Regulations published herein, Supplements thereto and reissues thereof.

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The matter published herein will have no adverse effect on the quality of the human environment.

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**ISSUED: December 1, 2023**

**EFFECTIVE: December 15, 2023**

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## GENERAL RULES AND REGULATIONS

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### GENERAL APPLICATION OF TARIFF

Propane will be transported through Carrier's facilities only as provided in these rules and regulations.

### COMMODITY DESCRIPTION AND MEASUREMENT

#### ITEM 5 – PROPANE DEFINED

**"Propane"** as used herein means Propane that meets the specifications issued by the originating Carrier. Such specifications may be modified from time to time.

#### ITEM 10 - PROPANE ACCEPTANCE SPECIFICATIONS

Propane shall be accepted for transportation only when such Propane meets all required specifications as uniformly established by the Carrier. Carrier may sample and test shipment prior to acceptance and in the event of variance between Consignor's and Carrier's tests, the latter shall prevail.

#### ITEM 15 –DEFINITIONS

**"Barrel"** means forty-two (42) United States gallons at sixty (60) degrees Fahrenheit.

**"Carrier"** means and refers to Magellan Pipeline Company, L.P.

**"Consignee"** means and refers to the party having ownership of Propane transferred to them.

**"Consignor"** means the party which tendered Propane to Carrier.

**"Destination"** means the facility of Carrier at which Carrier delivers Propane out of Carrier's pipeline and/or terminal not owned by MPL to which Propane is delivered from Carrier's pipeline.

**"Inventory Owner"** means the party, either Shipper or Consignee, holding title to Propane in Carrier's system.

**"Open Stock Status"** means that a Shipper may withdraw at a Carrier Destination the same quantity of Propane which Carrier is receiving at a Carrier Origin from Shipper on the same day if both Shipper's and Carrier's inventories are sufficient as stated in Item 85.

**"Origin"** means the facility of Carrier at which Carrier receives Propane into Carrier's pipeline.

**"Propane"** means the commodities more specifically defined in Item 5 and meeting the specifications referenced in Item 10.

**"Shipper"** means the party who contracts with the Carrier for transportation of Propane pursuant to the terms of this tariff.

**"Tender"** means an offer by a Shipper to a Carrier of a stated quantity of Propane from a specified Origin or Origins to a specified Destination or Destinations pursuant to the terms of this tariff.

### PRESHIPMENT REQUIREMENTS AND PROCEDURES

#### ITEM 20 - PRORATION OF PIPELINE CAPACITY

When the total volume of the various commodities offered for shipment on Carrier's system, in accordance with the procedures for scheduling of shipments, is greater than can be transported within the period covered by such schedules, commodities offered by each Shipper for transportation will be transported in such quantities and at such times, to the limit of Carrier's normal operating capacity, so as

## **GENERAL RULES AND REGULATIONS**

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to avoid unjust discrimination or undue preference among Shippers and to fulfill requirements of governmental agencies.

### **ITEM 25 - ACCEPTANCE FREE FROM LIENS AND CHARGES**

The Carrier shall have the right to reject any Propane when tendered for shipment, which may be involved in litigation, the title of which may be in dispute or which may be encumbered by lien or charge of any kind. Further, Carrier may require of the Consignor proof of his perfect and unencumbered title or a satisfactory indemnity bond.

### **ITEM 30 - FACILITIES REQUIRED AT ORIGIN AND DESTINATION**

(A) Carrier will provide such facilities at the Origin, as it deems necessary for the operation of the pipeline. Shipments will be accepted for transportation hereunder when Shipper has provided facilities, satisfactory to Carrier, capable of delivering Propane into the Origin at pressures and at flow pumping rates required by Carrier.

(B) Shippers shall furnish the necessary means to promptly receive Propane as they arrive at the Destinations. In the event Shipper fails to provide adequate offtake facilities at the Destination for receipt of Propane, Carrier shall have the right to divert or re consign, subject to the rates, rules and regulations applicable from point of Origin to actual final Destination, or make whatever arrangements for disposition as are deemed appropriate to clear the Carrier's facilities, at Shipper's cost and at no cost to Carrier, including, but not limited to, the right to flare such quantities of Propane as are required for Carrier to resume operations.

### **ITEM 35 - PAYMENT OF TRANSPORTATION AND OTHER CHARGES**

The transportation and all other applicable lawful charges accruing on Propane accepted for transportation shall be paid before the release of Propane from the custody of the Carrier. If required, all such applicable charges shall be prepaid at point of Origin. Propane accepted for transportation shall be subject to a lien for all applicable current and antecedent lawful charges. Shipper's Propane will be made unavailable for delivery until such charges are paid.

If such charges are not paid by the due date stated on the invoice, Carrier shall have the right to assess finance charges on the entire past due balance (including principal and accumulated but unpaid finance charges) until paid in full at the rate equal to one hundred twenty-five percent (125%) of the prime rate of interest charged by Citibank N.A., New York, New York as of the due date or the maximum finance charge rate allowed by law, whichever is less.

If the Propane remains in Carrier's custody more than five (5) days after the notice of delivery by Carrier, Carrier shall have the right to sell the Propane at a public or private sale in a commercially reasonable manner to collect such charges.

Carrier reserves the right to set-off any such charges against any monies owed to Shipper by Carrier or any Propane of Shipper in Carrier's custody.

### **ITEM 40 – TAX REGISTRATION**

Consignors and Consignees shall be required to provide 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. Failure of the Consignor and Consignee to do so shall not relieve the Consignor or Consignee from the obligation to pay any such tax, levy, or assessment. Any tax, levy, assessment, or other charge imposed by such authority against Carrier as the result of such failure shall be collected by Carrier under the provisions of Item 35.

## **GENERAL RULES AND REGULATIONS**

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### **ITEM 45 – MEASUREMENT, VOLUME CORRECTIONS AND TENDER DEDUCTIONS**

Propane will be measured on the basis of volume corrections for temperature from observed temperature to 60 degrees Fahrenheit and on the basis of volume correction for pressure from observed pressures to equilibrium vapor pressure at 60 degrees Fahrenheit. Propane shall be measured by Carrier on receipt and delivery.

A tender deduction of one-fourth (¼) of one percent (1%) by volume will be made on the quantity of Propane accepted for transportation from all Origins.

### **ITEM 50 - PIPEAGE CONTRACTS REQUIRED**

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

### **ITEM 55 - SCHEDULING OF SHIPMENTS**

Propane shall be accepted for transportation at such time and in such quantities as scheduled by Carrier. Such schedules may be modified from time to time in the manner and to the extent reasonably desirable to facilitate the efficient and economical use and operation of the Carrier's facilities and to reasonably accommodate Consignor's needs for transportation.

### **ITEM 60 - COMMODITY**

Carrier is engaged in the transportation of Propane specified and described in Item 5. No Propane will be received for transportation except good merchantable Propane of substantially the same kind and quality as that being currently transported through the same facilities for other Shippers. Shipper warrants to Carrier that any Propane tendered to Carrier conforms with the specifications for such Propane and is merchantable. Propane of substantially different grade or quality will be transported only in such quantities and upon such terms and conditions as Carrier and Shipper may agree.

## **TRANSPORTATION SERVICES AND RELATED REQUIREMENTS**

### **ITEM 65 - MINIMUM SHIPMENT**

A shipment of 15,000 Barrels or more of Propane only shall be accepted for transportation from one Consignor; however, any quantity of barrelage of Propane shall be accepted for transportation at Origin from one Consignor subject to delay until Carrier has accumulated 15,000 Barrels of Propane from the same or other Consignors. To the extent reasonably desirable to facilitate the efficient and economical use and operation of the Carrier's facilities, and to reasonably accommodate Shippers need for transportation, Carrier may move smaller batches from time to time.

### **ITEM 75 - APPLICATION OF RATES TO INTERMEDIATE POINTS**

Propane accepted for transportation to any point on Carrier's pipeline not named in this tariff, but which is intermediate to a point to which rates are published, will be assessed the rate in effect to the next more distant point published in the tariff.

### **ITEM 80 - IDENTITY OF SHIPMENT**

Carrier will not maintain identity of Propane shipments but will deliver from its common stream.

### **ITEM 120 - CHARGES FOR SPILL COMPENSATION ACTS AND REGULATIONS**

In addition to the transportation charges and all other charges accruing on Propane accepted for transportation, a per Barrel charge will be assessed and collected in the amount of any tax, fee, or other charge levied against Carrier in connection with such Propane pursuant to any federal, state, or local act

## **GENERAL RULES AND REGULATIONS**

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or regulation which levies a tax, fee, or other charge on the receipt, delivery, transfer, or transportation of such Propane within their jurisdiction for the purpose of creating a fund for the prevention, containment, clean up, and/or removal of spills and/or reimbursement of persons sustaining such costs or losses therefrom.

### **ITEM 125 – COMMUNICATIONS FACILITIES**

Shippers may use Carrier's private communication facilities for messages incident to their shipments. Carrier will not be liable for non-delivery of messages or for errors or delays in transmission or interruption of such service.

## **LIABILITY AND CLAIM SETTLEMENT**

### **ITEM 130 - DUTY OF CARRIER**

The Carrier shall transport and deliver into terminal facilities at Destination with reasonable diligence, the quantity of Propane accepted for transportation.

### **ITEM 135 - LIABILITY OF CARRIER**

The Carrier shall not be liable for any delay in transportation or loss of Propane caused by acts of God; storm, flood, extreme weather, fire, explosion; war, invasion, hostilities, rebellion, insurrection, riots; strikes, picketing or other labor stoppages, whether of Carrier's employees or otherwise; electrical or electronic failure or malfunction; communications failure or malfunction; computer hardware and/or software failure, malfunction; or inaccuracy; breakage or accident to machinery or equipment; proration; temporary restraining orders, injunctions, or compliance orders issued by courts or governmental agencies; seizure or destruction under quarantine or customs regulations, or confiscation by order of any government or public authority, or risks of contraband or illegal transportation or trade; or any cause not due to fault or negligence or any cause reasonably beyond the control of Carrier. In the event of such loss, each owner shall bear the loss in the same proportion as its share of the total quantity of the kind of Propane involved in the loss in the custody of the Carrier at the time of such loss. Each owner shall be entitled to receive only so much of its share remaining after its due proportion of the loss is deducted. The Carrier shall compute the quantities of loss and shall prepare and submit a statement to the owners showing the apportionment of the loss among the owners involved.

Carrier will transport and deliver Propane with reasonable diligence and dispatch, but will not be liable for delays in transportation of Propane to a particular market.

The Carrier shall not be liable for discoloration, contamination or deterioration of Propane transported unless such discoloration, contamination or deterioration results from the negligence of the Carrier. In the event of such damage, each owner's share of the damaged Propane shall be in the same proportion as its share of the total quantity of shipments involved and each such owner shall be allocated only its proportionate share of damaged Propane.

Carrier agrees to indemnify, hold harmless and defend Consignor from and against any and all claims (whether death, personal injury or damage to property) and liabilities, other than consequential damages or lost profits, (including costs of attorney's fees in defending any claims or lawsuits arising solely out of this indemnity or enforcing the terms of this indemnity) arising out of the Carrier's failure to inject the odorant in accordance with the terms of this tariff. Consignor agrees to indemnify, hold harmless and defend Carrier from and against any and all claims (whether death, personal injury or damage to property) and liabilities, other than consequential damages or lost profits, (including costs of attorney's fees in defending any claims or lawsuits arising out of this indemnity or enforcing the terms of this indemnity) based on or arising out of the selection or use of ethyl mercaptan or other odorant designated by

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Consignor, and any claim, whether based in contract, tort or strict liability, against Carrier for product liability (including any claim that the odorant is a defective product) or breach of warranty.

The rights and obligation of this item of the tariff shall be governed by the laws of the State of Oklahoma.

### **ITEM 140 – CLAIMS: TIME FOR FILING**

Claim for any delay, damage to, loss of or liability with respect to Propane must be made in writing to the Carrier within nine (9) months after delivery from the Carrier's facilities of the shipment involved at the Destination to which such shipment was consigned, or in case of failure by Carrier to deliver, then within nine (9) months after the date upon which delivery would have reasonably been completed by Carrier. Such written claim, as aforesaid, shall be a condition precedent to any suit.

Suit for any delay, damage to, loss of or liability with respect to Propane shall be instituted within two (2) years and one (1) day after notice in writing is given by the Carrier to the claimant that the Carrier has disallowed the claim or any part thereof specified in the notice.

Claims or suits for delay, damage to loss of or liability with respect to Propane not filed or instituted in accordance with the foregoing provisions will be deemed to have been waived and released by the applicable Shipper or Inventory Owner, will not be paid and Carrier will not be liable.

**[W] LOCAL RATES**

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**Local Rates**

*Rates in Cents per Barrel*

**[N]** New. All rates in this item are new.

ITEM NO.	FROM	TO	RATE
200	El Dorado, KS	‡ Carthage, MO (NGL Facility)	264.20

**EXPLANATION OF ABBREVIATIONS AND REFERENCE MARKS:**

F.E.R.C. Federal Energy Regulatory Commission  
No. Number  
State Abbreviations U.S. Postal Service Two-Letter Abbreviations  
MPL Magellan Pipeline Company, L.P.

‡ No terminal facilities provided by Carrier  
[C] Cancel  
[D] Decrease  
[I] Increase  
[N] New  
[U] Unchanged  
[W] Change in wording only