

# FERC ICA Oil Tariff

**FERC No. 9.13.0**

(Cancels FERC No. 9.12.0)

## CYPRESS INTERSTATE PIPELINE LLC

### Local Pipe Line Tariff

CONTAINING

### RATES

Governing the Interstate Transportation and Handling of

## PURITY ETHANE AND COMMERCIAL ETHANE (E/P)

Transported by Pipeline

FROM ORIGINS IN  
TEXAS

TO DESTINATIONS IN  
LOUISIANA AND TEXAS

### VOLUME INCENTIVE TARIFF

Rates herein are governed by **Rules and Regulations** provided in Cypress Interstate Pipeline LLC **FERC Tariff No. [W] 7.34.0**, and reissues thereof.

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

Issued in compliance with 18 CFR § 342.3, Indexing.

**ISSUED: July 1, 2021**

**EFFECTIVE: August 1, 2021**

Issued by:  
Sital K. Mody, for  
Cypress Interstate Pipeline LLC  
1001 Louisiana St., Suite 1000  
Houston, Texas 77002

Compiled by:  
[W] ~~Bruce Reed~~ Laura Lofton  
Kinder Morgan Inc.  
1001 Louisiana St., Suite 1000  
Houston, TX 77002  
[W] Voice: (713) 420-4687 3214; FAX (713) 420-1603  
Tariff\_Group@kindermorgan.com

**FOLLOWING SPECIFIC RULES AND REGULATIONS APPLICABLE ON TRANSPORTATION OF INCENTIVE VOLUMES SHALL APPLY IN ADDITION TO THE DEFINITIONS IN FERC [W] 7.34.0:**

**ITEM 1 – DEFINITIONS**

- 1.15 Quarterly Minimum Volume Commitment means [W] ~~For Volume Incentive Rate, 35,000 barrels per day multiplied by the number of days in the [W] Quarterly Period~~
- 1.16 [W] ~~Quarterly Period~~ QUARTERLY PERIOD means a three month period, commencing at [N] ~~12:01:00~~ a.m. on the first day of each calendar quarter and ending at [N] ~~12:01:00~~ a.m. on the first day of the following calendar quarter.

**LOCAL RATES – PURITY ETHANE AND COMMERCIAL ETHANE (E/P)  
 VOLUME INCENTIVE RATES**

For the Transportation of Purity Ethane and Commercial Ethane (E/P) by Pipeline  
 (Rates in Cents per Barrel of 42 US Gallons)

**BASE RATE:**

For Product shipped each [W] ~~Quarter~~ ~~Quarterly Period~~ up to and including the [W] ~~Quarterly Minimum Volume Commitment~~ ~~Quarterly Quantity~~

Origin	Destination	Rate
Mont Belvieu (Chambers County), TX	Sulphur (Calcasieu Parish), LA	[I] <del>95.00</del> <del>93.49</del>

**VOLUME RATE:**

For Product shipped each [W] ~~Quarter~~ ~~Quarterly Period~~ in excess of the [W] ~~Minimum~~ ~~Quarterly Minimum Volume Commitment~~ ~~Quantity~~

Origin	Destination	Rate
Mont Belvieu (Chambers County), TX	Sulphur (Calcasieu Parish), LA	[I] <del>65.00</del> <del>64.72</del>

**ELIGIBILITY FOR VOLUME INCENTIVE RATE [W] PROGRAM**

The rates set forth in this section will apply to shipments by [W] ~~any a~~ Shipper who has ~~signed~~ entered into a ~~Pipeline Transportation Services Agreement with Carrier, pursuant to the Open Season that will conclude on July 28, 2021, providing at a minimum for a~~ Commencing as of August 1, 2021 and continuing through the term of ten (10) years term of ~~and the Transportation Services Agreement, Shipper agrees to nominate and ship of the Quarterly Minimum Quarterly Quantity~~ Volume Commitment or otherwise pay a Deficiency Payment for failure to ship its ~~, supported by a throughput and deficiency covenant to pay the incentive rate for the Quarterly Minimum Volume Quarterly Quantity~~ Commitment, whether or not such volumes are shipped. The ~~covenant~~ ~~Transportation Services Agreement~~ shall be supported and secured by a guaranty agreement from the Shipper, ~~or such other affiliate of Shipper as and shall satisfy Carrier's standards of creditworthiness. [C], for a period of five (5) years from and after the commencement of the term of the Pipeline Agreement, and providing for the Shipper to tender to Carrier for transportation all of its requirements from the origination point to a single destination point or facility on the pipeline.~~

If Shipper's shipments in any quarter are less than the Minimum Quarterly Quantity, the Shipper shall pay Carrier the incentive rate set out herein for those Barrels shipped plus the incentive rate set out herein times the number of Barrels that Shipper is deficient. Such amount paid for Barrels not shipped will be considered by Carrier as a deficiency payment.

**~~LOCAL RATES – PURITY ETHANE AND COMMERCIAL ETHANE (E/P) VOLUME INCENTIVE RATE (concluded)~~**

~~Shipper shall have the right to use all or any portion of a deficiency payment paid on account of a Quarterly Period as a monetary credit that can be supplied to payments due for actual shipments of volumes in excess of the Minimum Quarterly Quantity during the next succeeding Quarterly Period.~~

~~If during any quarter Carrier is unable to transport all of the volume offered for shipment by Shipper (within the limitations of this tariff and the Pipeage Agreement) and thereby causes Shipper to fail to satisfy the Minimum Quarterly Quantity, then Shipper shall be allowed additional Quarterly Period's as required to use any Deficiency Payment that Shipper was prevented from using due to capacity limitations.~~

~~Shipments transported in excess of the Minimum Quarterly Quantity each quarter will be charged the lower of the two rates set out herein.~~

~~Shipper's volumes in excess of the Minimum Quarterly Quantity each quarter shall not be credited against satisfying the ten (10) year volume covenant set out in the Pipeage Agreement.~~

EXPLANATION OF REFERENCE MARKS	
[C]	Cancel
[I]	Increased Rate
[W]	Wording Change