

# BP Pipelines (North America) Inc.

**TARIFF NO. 209-Y**  
 (Cancels Tariff No. 209-X)

**LOCAL TARIFF**  
 Applying on

**PETROLEUM PRODUCTS**

As Defined Herein

TABLE OF RATES		
FROM	TO	Rates in Cents per Barrel of 42 United States Gallons
Whiting . . . . . Indiana (Lake County)	Decatur . . . . . Alabama	[I]408.34

~~[C] Filed in compliance with Order No. 714 relating to Electronic Tariff Filings, issued on September 19, 2008 for the establishment of Baseline Tariff.~~

- [I] Increase
- [W] Change in Wording only
- [C] Cancel
- [N] New

ISSUED MAY 27, 2011

EFFECTIVE JULY 1, 2011

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

Compiled and Issued by:  
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## RULES AND REGULATIONS

Petroleum products will be transported through carrier's facilities only as provided in these rules and regulations.

### ITEM NO. 5 ABBREVIATIONS AND DEFINITIONS

As used in these rules and regulations, the following terms have the following meanings:

"Barrel" means forty-two United States gallons.

"Batch" means a quantity of petroleum products handled through Carrier's pipeline facilities as a unit.

"Carrier" means and refers to BP Pipelines (North America) Inc.

"Common Shipment" means commingled petroleum products of similar quality, and which meet the specifications provided for in Item No. 30 of this Tariff, that are in effect at the time Product is tendered.

"Consignee" means the party to whom a Shipper has ordered the delivery of petroleum products.

"F.E.R.C." means Federal Energy Regulatory Commission

"No." means number.

"Petroleum Products" means unleaded gasoline, kerosene, mixed aromatics, naphthas and petroleum oil distillates.

[W] ~~"Tender"~~ "Nomination" means an offer by a Shipper to the Carrier of a stated quantity of petroleum products for transportation from a specified origin or origins to a specified destination.

[N] "Tender" means delivery of Petroleum Products to Carrier for Shipment.

### ITEM NO. 10 COMMODITY

Under this tariff the Carrier is engaged in the transportation of petroleum products by pipe line and will not accept any other commodity for transportation. Petroleum products will be accepted for transportation only at such time as petroleum products of the same quality and specifications are currently being transported from receiving point to destination.

### ITEM NO. 15 [W] TENDERS NOMINATIONS

(a) Petroleum products will be transported, only under a properly executed tender accepted by the Carrier from facilities connected to Carrier's system when a tariff covering the movement is lawfully in effect.

(b) Any Shipper desiring to [W] ~~tender~~ nominate petroleum products for transportation shall make such [W] ~~tender~~ nomination to the Carrier in writing on or before the 25th day of the month preceding the month during which the transportation under the [W] ~~tender~~ nomination is to begin; except that if space is available for current movement, a Shipper may [W] ~~tender~~ nominate petroleum products for transportation at a later date.

### ITEM NO. 25 QUANTITIES

Petroleum products will be accepted from facilities to which the Carrier is connected in shipments of not less than 5,000 barrels of the same kind, quality, and characteristics from one point of origin for delivery at one destination unless operating conditions as determined solely by Carrier permit smaller batch sizes.

### ITEM NO. 30 QUALITY OF PETROLEUM PRODUCTS ACCEPTABLE

(a) Carrier will accept for transportation only good marketable petroleum products of acceptable character readily susceptible of transportation through Carrier's existing facilities, and which will not materially affect the quality of other shipments being transported, or cause a disadvantage to any other Shipper. At Carrier's request, Shipper shall furnish Carrier with a certificate showing the detailed specifications of the petroleum products tendered for transportation.

(b) Subject to the foregoing, Carrier will, to the extent permitted by its existing facilities, endeavor to segregate such petroleum products during transportation and to make delivery of substantially the same petroleum products at destination; provided that Carrier may require Shipper to make such petroleum products available to Carrier in such quantities and at such specified times as may be necessary to permit such segregated movements via its existing facilities.

**ITEM NO. 40 DELIVERY**

(a) Since Carrier does not have available and does not hold itself out to provide storage for Shipper's petroleum products, at origin, destination, or intermediate points, no duty to transport will arise until evidence satisfactory to Carrier has been furnished that Shipper or Consignee has provided necessary facilities to which Carrier is connected and has made necessary arrangements for acceptance of delivery at destination of the same quantity of petroleum products offered for transportation at origin.

(b) In the event Carrier has accepted petroleum products for transportation in reliance upon Shipper's representations as to acceptance at destination, and there is a failure to take such petroleum products at destination as provided in this tariff, then and in such an event, Carrier shall have the right, on 24-hour-notice to Shipper, to sell such petroleum products at private sale for the best price obtainable. The Carrier may be a purchaser at such sale. Out of the proceeds of said sale, Carrier may pay itself all transportation charges and other necessary expense of caring for and maintaining the petroleum products and the balance shall be held for whomsoever is lawfully entitled thereto.

**ITEM NO. 45 MEASURING, DEDUCTIONS AND ADJUSTMENTS**

(a) All petroleum products tendered Carrier for transportation shall be gauged or metered by a representative of Carrier prior to, or at the time of receipt from the Shipper. Quantities shall be corrected as to temperature and pressure from observed values to standards customary in the industry. Water and other impurities present in any petroleum products tendered for transportation shall be deducted from the quantities received for transportation.

(b) Pursuant to Item 60, petroleum products quantities transported may be adjusted to allow for inherent losses, including but not limited to shrinkage, evaporation, interface losses and normal "over and short" losses. Carrier's loss adjustments will be made on the basis of total quantities transported and shall be based on actual historical loss experience.

(c) The net quantities as determined under paragraphs (a) and (b) of this item will be the amounts accountable at destination.

**ITEM NO. 50 RATES APPLICABLE**

Petroleum products accepted for transportation shall be subject to the rates, charges, rules and regulations in effect on the date of receipt of such petroleum products by the Carrier. Transportation and all other lawful charges will be collected on the basis of the net quantities of petroleum products delivered. All net quantities will be determined in the manner provided in Item 45.

**ITEM NO. 55 PAYMENT OF CHARGES**

The shipper shall be responsible for payment of transportation charges applicable to the Shipper, and if required, shall prepay such charges or furnish guaranty of payment satisfactory to the Carrier.

**ITEM NO. 60 LIABILITY OF CARRIER**

Carrier shall not be liable for any loss or delay of, or damage to products 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 for any other cause not due to the negligence of Carrier, whether similar or dissimilar to the causes herein enumerated; in such cases, except when products involved in such loss are part of a Common Shipment, the owner of the products shall stand the loss without any right to recourse against Carrier. In case the product which is lost, damaged or delayed is part of a Common Shipment, the owner shall stand the loss from Carrier in the same proportion as the amount accepted for transportation and actually in Carrier's custody bears to the whole of the Common Shipment of all other Shippers participating in the Common Shipment from which such loss occurs. The owner of such products shall be entitled to receive only such portion of its Common Shipment as is left after deducting the due proportion of the loss as determined above.

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 negligence of Carrier. Normal commingling which occurs between batches may be divided as equitably as practicable among Shippers participating in the batches causing the commingling.

**ITEM NO. 65 TITLE**

A tender of petroleum products shall be deemed a warranty of title by the party tendering, but acceptance shall not be deemed a representation by the Carrier as to title. The Carrier will, in the absence of adequate security, decline to receive any petroleum products which is in litigation, or as to which a dispute over title may exist, or which is encumbered by any lien of which the Carrier has notice. Adequate security is considered to be Shipper's proof of perfect and unencumbered title or a satisfactory indemnity bond.

**ITEM NO. 70 TIME LIMITATION ON CLAIMS**

As a condition precedent to recovery for loss, damage, or delay to shipments, claims must be filed in writing with the 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 reasonable time for delivery, based on Carrier's normal operations, 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 the Carrier to the claimant that the 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 hereunder will not be liable, and such claims will not be paid.

**ITEM NO. 75 LINE FILL AND TANK BOTTOM INVENTORY**

Prior to delivering barrels out of Carrier's pipeline system, each Shipper will be required to supply a pro rata share of petroleum products necessary for pipeline and tankage fill to ensure efficient operation of Carrier's pipeline system. Petroleum products provided by Shippers for this purpose may be withdrawn only after: (1) Shipments have ceased and the Shipper has notified Carrier in writing of its intention to discontinue shipments in Carrier's system, and (2) Shipper balances have been reconciled between Shipper and Carrier. Carrier shall have a reasonable period of time from the receipt of said notice to complete administrative and operational requirements incidental to Shipper withdrawal.

**ITEM NO. 80 PRORATION PROCEDURES**

When there shall be [W] ~~tendered~~ nominated to the Carrier for transportation on the Carrier's pipeline system or any part thereof under applicable tariffs more petroleum products than can be currently transported, the transportation furnished by the Carrier shall be apportioned among Shippers in accordance with Carrier's Whiting to Decatur Proration Policy dated March 1, 2010. Copies of this proration policy will be made available by Carrier's Oil Movement Office in Tulsa, Oklahoma\*, upon request, to any Shipper or potential Shipper, either via the U.S. Mail or via electronic means.

\*Oil Movements Manager  
c/o BP Pipelines (North America) Inc.  
4502 E. 41st Street, Suite 300  
Tulsa, Oklahoma 74135

**ITEM NO. 85 APPLICATION OF RATES FROM AND TO INTERMEDIATE POINTS**

For petroleum products accepted for transportation from any point on Carrier's lines not named in a particular tariff, which is intermediate to a point from which rates are published in said tariff, through such unnamed point, the rate published from the next more distant point specified in such tariff will apply.

For petroleum products accepted for transportation to any point not named in a particular tariff which is intermediate to a point to which rates are published in said tariffs, through such unnamed point, the rate published therein to the next more distant point specified in the tariff will apply. This is in accordance with 18 C.F.R. § 341.10.

**ITEM NO. 90 ORIGIN/DESTINATION FACILITIES**

No duty to transport will arise until evidence satisfactory to the Carrier has been furnished that Consignee has provided necessary facilities to which Carrier is connected and has made necessary arrangements for accepting delivery of shipments promptly on arrival at destination, as provided in these rules and regulations.