

FERC No. 30  
(Cancels FERC No. 3)

# **BUCKEYE PIPE LINE COMPANY, L.P.**

In Connection With Participating Carriers Named Herein

## **LOCAL & JOINT PIPE LINE TARIFF**

Containing

### **RULES AND REGULATIONS**

Governing the Handling and Transportation by Pipeline From and To

Points Named in Tariff Making Reference Hereto

Of

**REFINED PETROLEUM PRODUCTS**

**INTERMEDIATE PETROLEUM PRODUCTS**

**LIQUEFIED PETROLEUM PRODUCTS**

**AVIATION TURBINE FUEL**

**ISSUED: JUNE 2, 1989**

**EFFECTIVE: JULY 2, 1989**

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

Issued by:  
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## EXPLANATION OF ABBREVIATIONS

ABBREVIATIONS	EXPLANATION
% .....	Per Cent
A.P.I. ....	American Petroleum Institute
A.S.T.M. ....	American Society for Testing Materials
F.E.R.C. ....	Federal Energy Regulatory Commission
No. ....	Number
P.S.I.G. ....	Pounds per Square Inch Gauge
° .....	Degrees
° .....	Fahrenheit
NGPA .....	Natural Gas Processors Association
° .....	Saybolt Seconds Universal

## PARTICIPATING CARRIERS

NAME OF CARRIER	CONCURRENCE FORM FC	NO.
Buckeye Pipe Line Company of Michigan, L.P.	1	1
Enron Liquids Pipeline Company	2	1

GENERAL APPLICATION

Rules and regulations published herein apply only in connection with tariffs which make specific reference by F.E.R.C. number to this tariff; such reference will include supplements hereto and successive issues hereof.

Commodities as specified and defined herein will be transported through Carrier's facilities only as provided in this rules and regulations tariff, except that specific rules and regulations published in individual tariffs will take precedence over rules and regulations published herein.

ITEM NO. 5 - DEFINITIONS

- p** Barrel ..... For all Commodities except liquefied petroleum gases, means 42 United States gallons at 60 degrees Fahrenheit and zero P.S.I.G. For liquefied petroleum gases, means 42 United States gallons at 60 degrees Fahrenheit and equilibrium vapor pressure.
- p** Batch ..... Means a quantity of one Commodity moved in a pipeline as an identifiable unit. A Batch shall be designated by the Shipper as Segregated or Fungible, as follows:
  - p** (1) A "Segregated Batch" is a quantity of one Commodity meeting the specifications set forth in Item 15, for which the Shipper desires separate identity and segregation so as to deliver, as nearly as reasonably practicable, the identical Commodity received. Transportation of a Batch as a Segregated Batch is subject to the availability of tankage.
  - ✓ (2) A "Fungible Batch" is a quantity of one Commodity which meets Carrier's established specifications and may be commingled with other Batches of Commodities meeting the same specifications for pipeline movement. Fungible Batches can only be nominated at New Jersey, New York, or Pennsylvania Origins.
- Carrier ..... Means and refers to Buckeye Pipe Line Company, L.P. and other Carriers participating herein.
- Commodity ..... Means and refers to refined petroleum products, intermediate petroleum products, liquefied petroleum gas, and aviation turbine fuel as specified and defined in Item 15 "Specifications of Commodities."
- p** Consignee ..... Means the party to whom a Shipper has ordered the delivery of Commodities to a Destination.
- ✓ Destination ..... Means the specific location on Carrier's system as designated in its tariff where Carrier delivers Commodities.
- ✓ Nomination ..... Means a written designation by a Shipper to Carrier of an approximate quantity of Commodities for transportation from a specified Origin(s) to a specified Destination(s) over a period of one calendar month.
- ✓ Origin ..... Means the specific location on Carrier's system as designated in its tariff where Carrier accepts Commodities for shipment.
- Shipper ..... Means the party who contracts with the Carrier for transportation under the terms of this tariff.

ITEM NO. 5 - DEFINITIONS (Cont'd)

- ✓ Supply Source ..... Means the connecting facility from whom a Shipper has ordered delivery of Commodities to Carrier's receipt manifold at a specified Origin.
- Tender ..... An offer by a Shipper to the Carrier of a stated quantity of Commodities for transportation from a specified Origin to a specified Destination or Destinations.

ITEM NO. 10 - COMMODITY

- p** Carrier will transport Commodities as specified and defined in Item 15 exclusively: no other materials qualify for transportation hereunder.

ITEM NO. 15 - SPECIFICATION OF COMMODITIES

(A) SPECIFICATION A-Refined Petroleum Products and Aviation Turbine Fuel

- p** (1) Refined Petroleum Products and Aviation Turbine Fuel shall have an A.P.I. gravity at 60 Degrees Fahrenheit of not less than 25 Degrees and not more than 80 Degrees; have a viscosity not more than 4.3 centistokes at 100 Degrees Fahrenheit; have a vapor pressure not more than 15 P.S. I. Reid; and have a color not darker than No. 3 A.S.T.M., except that gasolines to which artificial coloring has been added will be accepted for transportation regardless of color. In addition, gasolines shall not have a Reid vapor pressure in excess of the "applicable standard" as determined by the United States Environmental Protection Agency or any more stringent state requirement from time to time in effect.
- This specification includes the products of petroleum commonly known as gasoline, kerosene, aviation turbine fuel, fuel oil distillate and diesel fuel.
- ✓ (2) For gasoline tendered for transportation, Shipper must inform Carrier of the percentage by volume and kind of any blending components used which are not pure hydrocarbons. The use of methanol and ethanol as blending components is prohibited.
- ✓ (3) For Commodities tendered for transportation as a Fungible Batch, Carrier may require the Shipper to furnish certified laboratory reports showing the results of tests of the Commodities offered for transportation. Carrier may also make such tests of the Commodities as it deems desirable, but Carrier shall be under no obligation to make such test. In the event of variance between Carrier's test and Shipper's certificate, Carrier's test shall prevail.

SPECIFICATION B-Intermediate Petroleum Products

- p** Intermediate Petroleum Products shall have an A.P.I. gravity at 60 Degrees Fahrenheit of not less than 10 Degrees and not more than 95 Degrees; have a vapor pressure not more than 15 P.S.I. Reid; have a viscosity not greater than 100 centistokes at the anticipated pipeline temperature; and have a pour point at least 5 Degrees Fahrenheit below the anticipated minimum products temperature at any point in Carrier's pipeline system.

This specification includes the products of petroleum commonly known as gas oil, cat feedstock, alkylate, iso-pentane, naphthas and mixtures of aromatic products.

SPECIFICATION C-Liquefied Petroleum Gases

- p** Liquefied Petroleum Gases shall have a vapor pressure, as determined by A.S.T.M. Method D-1267-67 as revised or amended, exceeding 40 P.S.I.G. at 100 Degrees Fahrenheit, but not

ITEM NO. 15 - SPECIFICATION OF COMMODITIES (Cont'd.)

exceeding 210 P.S.I.G. at 100 Degrees Fahrenheit; and the unstenched products of which shall not contain total sulphur in excess of 140 parts per million by weight.

- p** In addition, the liquefied petroleum gas designated "Propane" will only be accepted for transportation when it conforms to the definition of and specifications for special duty propane as contained in A.S.T.M. D1835, Standard Specification for Liquefied Petroleum (LP) Gases.

This specification includes liquefied petroleum gases commonly known as propane, isobutane, butane or mixture of such products.

- ✓ (B) Carrier shall have no obligation to accept Commodities for transportation if such Commodities contain water or other impurities.

ITEM NO. 20 - ORIGIN AND DESTINATION FACILITIES

- p** (A) Shipper shall furnish necessary facilities at the Supply Source to deliver Commodities to Carrier's pump suction manifold at a pumping rate equal to Carrier's pipeline pumping rate at such Supply Source (or injection point if applicable) at a minimum pressure of 50 P.S.I.G., unless a lower pumping rate or pressure is designated.

Carrier may agree to accept Commodities at less than the full pipeline pumping rate provided space is available after all other Nominations have been scheduled and under such other terms as the Carrier may specify.

- p** (B) Shipper or Consignee shall furnish the necessary facilities at Destination capable of receiving Commodities promptly as they arrive at the full pipeline pumping rate and pressure, unless a lower pumping rate or pressure is designated.

ITEM NO. 25 - QUANTITIES TENDERED AT ORIGINS

SPECIFICATION A-Refined Petroleum Products and Aviation Turbine Fuel

- p** The minimum quantity of Commodities which will be accepted for transportation from a single Shipper from a single Supply Source for movement as a Segregated or Fungible Batch shall be 10,000 Barrels; provided, however, that

- p** (1) Segregated Batches traversing Carrier's main pipeline from New Jersey Origins west shall be transported for a single Shipper in minimum quantities of not less than 25,000 Barrels;

- ✓ (2) Fungible Commodities traversing Carrier's main pipeline from New Jersey Origins west shall be joined with other Commodities meeting the same specification to form a Fungible Batch of not less than 25,000 Barrels; and

- ✓ (3) All aviation turbine fuel and kerosene received at New Jersey Origins will be transported only as a Fungible Batch.

SPECIFICATION B & C-Intermediate Petroleum Products and Liquefied Petroleum Gases

- p** The minimum quantity of Commodities which will be accepted for transportation from a single Shipper from a single Supply Source shall be 20,000 Barrels.

#### ITEM NO. 30 - MINIMUM DELIVERIES

- p** The minimum quantity of Commodities which shall be delivered to any Destination shall be as follows:

SPECIFICATION A - 2,500 Barrels  
SPECIFICATION B - 5,000 Barrels  
SPECIFICATION C - 5,000 Barrels

#### ITEM NO. 35 - BUFFER MATERIAL

- p** In order to protect the quality of Commodities in transit, the Carrier, as a condition of shipment, may require the Shipper to furnish buffer material in kind and quantity satisfactory to the Carrier. Carrier will deliver such buffer material, which may include other Commodities commingled with it, into the facilities which shall be supplied by the Shipper or Consignee at Destination.
- p** Carrier reserves the right to determine the quality and quantities of Commodities commingled and included in deliveries of buffer material to the Shipper or Consignee at Destination, and the Shipper shall pay charges on such buffer material in accordance with this tariff and/or of tariffs making reference hereto at the same rate as the Commodities transported.

#### ITEM NO. 40 - IDENTITY OF AND MIXING OF COMMODITIES

- p** It is inherent in the operations of a petroleum pipeline that interface mixtures will occur between Batches of different Commodities. Carrier shall not be liable for variations in gravity or quality of Commodities occurring while in its custody resulting from any cause other than the negligence of the Carrier, and Carrier is under no obligation to deliver the identical Commodities received, but may deliver Commodities of substantially the same specifications. Normal commingling which occurs between Batches shall be divided as equitably as possible among the Shippers by the Carrier.
- p** With respect to Segregated Batches, Carrier will, subject to the foregoing and to the extent permitted by Carrier's facilities, make delivery at Destination of substantially the identical Commodities received at Origin; provided, however, that because it is impractical to maintain absolute identity of each Batch of Commodities, Carrier is permitted to make reasonable substitution of Commodities having substantially the same specifications.

#### ITEM NO. 45 - GAUGING, METERING, TESTING AND DEDUCTIONS

- (A) Applicable only to Specification A and B Commodities as specified and defined in Item 15.
- p** When received, Commodities will be gauged or metered and may be tested by a representative of the Carrier, and the Shipper or Consignee shall have the privilege of being present or represented at the gauging, metering and/or testing. Should Shipper or Consignee not avail themselves of the right to be present at the time or times of measuring and testing pursuant to the terms of this Item, then, and in that event, it shall be presumed that Carrier's records of quantities of Commodities received or delivered by Carrier are correct. If tank gauges are used, quantities will be computed from regularly compiled tank tables showing 100% of the full capacity of the tanks.
- (1) Commodities shall be received and delivered on the basis of volume corrected for temperature from observed degrees Fahrenheit to the basis of 60 Degrees Fahrenheit and pressure from observed values to zero P.S.I.G.

ITEM NO. 45 - GAUGING, METERING, TESTING AND DEDUCTIONS (Cont'd)

(2) The net balance at 60 Degrees Fahrenheit will be the quantity deliverable by the Carrier, except as otherwise provided in Item 80.

(B) Applicable only to Specification C Commodities as specified and defined in Item 15.

**p** When received, all liquefied petroleum gas and buffer stock will be measured through meters, and may be tested by a representative of the Carrier, and the Shipper or Consignee shall have the privilege of being present or represented at the metering and/or testing. Should Shipper or Consignee not avail themselves of the right to be present at the time or times of measuring and testing pursuant to the terms of this Item, then, and in that event, it shall be presumed that Carrier's records of quantities of Commodities received or delivered by Carrier are correct.

(1) Liquefied petroleum gas and buffer stock shall be received and delivered on the basis of volume corrected for temperature from observed degrees Fahrenheit to the basis of 60 Degrees Fahrenheit and pressure from observed value to equilibrium vapor pressure.

(2) The net balance at 60 Degrees Fahrenheit will be the quantity deliverable by the Carrier except as otherwise provided in Item 80.

✓ (C) Full volume deductions will be made for all water in Commodities received or delivered as determined by recognized means.

ITEM NO. 50 - TRANSPORTATION CHARGES

(A) Transportation charges will be assessed and collected on the basis of the number of Barrels actually delivered at Destination, subject to temperature and/or compressibility corrections and deductions as provided for in Item 45.

**p** (B) Transportation charges and other lawful charges accruing on Commodities accepted for transportation, based on the rates applicable from Origin to Destination to which Commodities are delivered, shall be paid by the Shipper on demand and prior to the release of Commodities from custody of the Carrier unless arrangements satisfactory to Carrier are made prior to acceptance of Commodities. If required by the Carrier, charges shall be prepaid by the Shipper prior to acceptance of Commodities by the Carrier. No prior course of dealing between the parties shall constitute a waiver of Carrier's right to require payment on demand or prepayment of charges. Carrier shall have a lien and security interest to the fullest extent permitted by law on all Commodities in its possession to secure all unpaid transportation and other lawful charges due from the Shipper and Carrier may withhold all or a portion of Commodities from delivery until all charges have been paid. Carrier's rights under this Item are not exclusive but shall be in addition to any other rights or remedies available hereunder or under applicable law.

✓ (C) In the event that an invoice for transportation or other lawful charges is not paid to Carrier in full when due, the Shipper will pay to Carrier interest on the outstanding amount from original invoice date until paid at an annual rate equal to the lower of four percent (4%) over the prime interest rate announced by Chemical Bank, New York as of the invoice date or the highest lawful rate permitted.

ITEM NO. 55 - APPLICATION OF RATES

Commodities transported shall be subject to rates, rules and regulations governing the transportation of such Commodities which are in effect on the date such Commodities are received by the Carrier at their Origin regardless of the date of Tender.

ITEM NO. 60 - APPLICATION OF RATES FROM AND TO INTERMEDIATE POINTS

- p** (A) Carrier will receive Commodities for transportation only from and to established Origins and Destinations.
- p** (B) Commodities received from an established Origin on Carrier's lines which is not named in tariff making reference hereto, but which is intermediate to an Origin from which rates are published in said tariffs, through such unnamed Origin, will be assessed the rate in effect from the next more distant Origin, published in the tariff.
- p** (C) Commodities delivered to an established Destination on the Carrier's lines which is not named in tariff making reference hereto, but which is intermediate to a Destination to which rates are published in said tariffs, through such unnamed Destination, will be assessed the rate in effect to the next more distant Destination published in the tariff.

ITEM NO. 65 - DIVERSION OR RECONSIGNMENT

- p** Diversion or reconsignment of Destination may be made if requested by the Shipper prior to delivery at original Destination, subject to the rate, rules and regulations applicable from point of Origin to point of final Destination, except that no backhaul movement will be made.

**p** ITEM NO. 70 - SEPARATE PIPELINE AGREEMENTS

- p** Separate agreements in association with pipeline connections or other facilities ancillary to the Carrier's pipeline system and in accordance with this tariff may be required of any Shipper or Consignee before any obligation to provide transportation shall arise.

**p** ITEM NO. 75 - TITLE

- p** Unless arrangements satisfactory to Carrier are made prior to acceptance of Commodities, Carrier shall have no obligation to accept any Commodity which is in litigation, or as to which a dispute of title may exist or which may be subject to any lien or other encumbrance. Tenders submitted by Shipper shall be considered as a warranty of title and absence of encumbrance, and Carrier shall have no obligation to make inquiry with respect thereto. No acceptance of such Commodities by Carrier shall constitute a waiver or subordination of Carrier's lien under Item 50 or any other rights hereunder.

ITEM NO. 80 - LIABILITY OF CARRIER

- p** While in the possession of any Commodity herein described, Carrier shall not be liable for any loss, damage or delay caused by an act of God, public enemy, accident, government regulation, strikes or other labor dispute, riots, fire, floods, or act or default of Shipper or Consignee, or from any other cause outside of the reasonable control of the Carrier whether similar or dissimilar to the causes herein enumerated. In such cases, the Shipper shall bear the loss in the same proportion as the amount accepted for transportation and actually in the Carrier's custody bears to the whole of the property of all Shippers in the Carrier's custody at the time of such loss and shall be entitled to receive only such portion of its shipment as is left after deducting its due proportion of the loss. Statements of quantities ascertained and computed from the records in the usual manner by the Carrier shall be accepted as prima facie correct in the distribution of such losses under this Item.
- p** Carrier shall not be liable for discoloration, commingling, contamination, or deterioration of Commodities transported unless same is caused by the negligence of Carrier. Carrier's liability to Shipper or Consignee



ITEM NO. 80 - LIABILITY OF CARRIER (Cont'd.)

for any claim of negligence or other loss shall be limited to the value of the Commodities transported and related transportation charges. In no event shall Carrier be liable for any indirect, special, incidental or consequential damages, lost profit or other economic loss.

ITEM NO. 85 - CLAIMS, SUITS, TIME FOR FILING

- p** As a condition precedent to recovery, claims must be filed in writing with Carrier within nine months after delivery of the Commodities or in case of failure to make delivery, then within nine months after a reasonable time for delivery has elapsed, and suit shall be instituted against Carrier only within two years and one day from the day that 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 for loss or damage are not filed with Carrier or suits are not instituted thereon in accordance with the foregoing provisions, Carrier will not be liable thereon.

ITEM NO. 90 - PRORATION OF PIPE LINE CAPACITY

- p** If, during any period, the total volume of Commodities nominated for shipment over any segment of the Carrier's pipelines is in excess of the capacity of said segment, Commodities offered for shipment will be apportioned for acceptance and transportation on an equitable basis as determined by Carrier.

ITEM NO. 95 - CHARGE FOR SPILL COMPENSATION ACTS AND REGULATIONS

- p** In addition to the transportation charges and all other charges accruing on Commodities accepted for transportation, a per Barrel charge will be assessed and collected in the amount of any tax, fee, levy or other charge against the Carrier in connection with such Commodity, pursuant to any federal, state, or local law or regulation which imposes a tax, fee, levy or other charge, on the receipt, delivery, transfer or transportation of such Commodities for the purpose of creating a fund for the prevention, containment, clean up and/or removal of spills, the reimbursement of persons sustaining loss therefrom or any other lawful purpose. Carrier shall be under no obligation to contest or protest on behalf of the Shipper or Consignee the legality of such tax, fee, levy or other charges.

✓ ITEM NO. 100 - TIME FOR SUBMITTING NOMINATIONS

Carrier is under no obligation to accept a tender of Commodities for transportation for any month unless the Shipper submits a Nomination on or before the fifteenth calendar day of the preceding calendar month. A Nomination letter must indicate, for each Batch, the quantity, designation as a Segregated or Fungible Batch, Origin, and Consignee at Carrier's Destination point.

✓ ITEM NO. 105 - CONFIRMATION OF SUPPLY SOURCE

For Commodities received at New Jersey Origins, it is the responsibility of the Shipper to confirm the Supply Source a minimum of three working days prior to delivering the Commodity to Carrier's receipt manifold. Any Commodity that does not have a confirmed Supply Source will be removed from Nomination. It will be the Shipper's responsibility to renominate for a later date.

✓ ITEM NO. 110 - WARRANTIES

Shipper warrants that all Commodities tendered to Carrier will conform with Carrier's specifications set forth in Item 15 for Segregated Batches or Carrier's established specifications for Fungible Batches, including applicable standards for gasoline Reid vapor pressure; are owned by the Shipper and are free from disputes as to title, liens, or other encumbrances as set forth in Item 75; will be merchantable; and will not be contaminated with water or other impurities. Shipper will be liable to and will indemnify Carrier, other Shippers and Consignees for damage, loss, liability, claim, cost or expense arising from a breach of this warranty. The transportation of the Commodity may be refused or cancelled if Carrier determines or is advised that the Commodity does not meet the requirements of Carrier's rules and regulations, but Carrier has no obligation to make such determination or to make inquiry with respect thereto.

Carrier does not make any warranties expressed or implied, including, but not limited to, fitness for a particular purpose and merchantability, concerning the quality of the Commodities delivered.

✓ ITEM NO. 115 - DISPOSITION OF COMMODITIES ON FAILURE TO ACCEPT DELIVERY

In the event Carrier has accepted Commodities for transportation in reliance upon Shipper's representations as to acceptance at Destination, and there is failure to promptly accept such Commodities at Destination, then and in such event Carrier shall have the right to divert, reassign, or make whatever arrangements for disposition of the Commodities it deems appropriate to clear its pipeline facilities, including the right to sell the Commodities at private or public sale. Carrier may be a purchaser at such public sale. From the proceeds of any such sale, Carrier may pay itself all transportation and other charges and expenses in caring for and maintaining the Commodities and the costs of sale, and the balance shall be held for whomsoever may be lawfully entitled thereto.

EXPLANATION OF REFERENCE MARKS

- Ⓒ Denotes Cancelled.
- ⒫ Denotes changes in wording which result in neither increases nor reductions in changes.
- ✓ Denotes New.