

FERC No. 274
(Cancels FERC No. 266)

BUCKEYE PIPE LINE COMPANY, L.P.

LOCAL TARIFF

Applying On The Transportation Of

REFINED PETROLEUM PRODUCTS

From Points In

NEW JERSEY AND PENNSYLVANIA

To Points In

NEW YORK

Governed by the Rules and Regulations published in
Buckeye Pipe Line Company, L.P.'s Tariff FERC No. 249,
supplements thereto and reissues thereof.

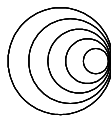
Pursuant to the Commission's Decision of December 31, 1990, Opinion No. 360, the destinations
named herein are within markets where Buckeye has been found to have significant market power.

ISSUED: MAY 31, 2002

EFFECTIVE: JULY 1, 2002

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

Issued by:
WILLIAM H. SHEA, JR.
President,
Buckeye Pipe Line Company
General Partner of
Buckeye Pipe Line Company, L.P.
5 Radnor Corporate Center - Suite 500
100 Matsonford Road
Radnor, PA 19087



Compiled by:
STEPHEN R. MILBOURNE
Buckeye Pipe Line Company
General Partner of
Buckeye Pipe Line Company, L.P.
5 Radnor Corporate Center - Suite 500
100 Matsonford Road
Radnor, PA 19087
(610) 254-4632
smilbourne@buckeye.com

TABLE 1: BASE RATES

Rates in Cents Per Barrel of 42 United States Gallons

↑ Increase: All rates on this page are increased.			FROM: (Origins)		
			NEW JERSEY		PENNSYLVANIA
			LINDEN	PORT READING or SEWAREN	MACUNGIE
			<i>Union</i>	<i>Middlesex</i>	<i>Lehigh</i>
TO: (Destinations)	County	Code	LN	PR / SA	ZG
NEW YORK					
BREWERTON	<i>Oswego</i>	BW	124.7	128.7	102.3
CALEDONIA	<i>Livingston</i>	CD	124.4	128.4	102.0
DE WITT	<i>Onondaga</i>	DW	125.8	129.8	103.4
GENEVA	<i>Ontario</i>	GS	117.9	121.9	95.5
LIVERPOOL	<i>Onondaga</i>	LP	122.1	126.1	99.7
MARCY	<i>Oneida</i>	CY	129.8	133.8	107.4
ROCHESTER	<i>Monroe</i>	RC	124.5	128.5	102.1
UTICA	<i>Oneida</i>	CA	129.8	133.8	107.4
VAN BUREN	<i>Onondaga</i>	VB	122.1	126.1	99.7
VERONA	<i>Oneida</i>	ZR	125.5	129.5	-
VESTAL	<i>Broome</i>	ZL	112.6	116.6	90.2

Notes:

- (1) Petroleum products tendered for shipment to established delivery points may, by request of the owner of the shipment, be stored in facilities at Macungie, Pennsylvania which are intermediate to the final destinations and which are furnished by the owner of the shipment. Such facilities furnished shall be designed to deliver shipments to the carrier with an adequate suction pressure at the maximum pumping capacity of the carrier's pumping station at Macungie, Pennsylvania when shipments are delivered from storage for shipment to final destinations.

TABLE 2: INCENTIVE VOLUME RATE

The rates in this table expire December 31, 2002

Rates in Cents Per Barrel of 42 United States Gallons

TO: <i>County</i> (Destinations) <i>Code</i>			FROM: (Origins)	
			NEW JERSEY	
			PORT READING <i>Middlesex</i>	SEWAREN <i>Middlesex</i>
			PR	SA
NEW YORK				
VAN BUREN	<i>Onondaga</i>	VB	↑ 122.1	

Application of Incentive Volume Rate in Table 2:

Rates in Table 2 apply to volumes between the origins and destination shown, of any shipper whose total shipments during a calendar month exceed 50,000 barrels.

Rates in Table 1 apply to volumes of shippers not meeting the above criteria.

TABLE 3: CONTRACT VOLUME RATE

Rate in Cents Per Barrel of 42 United States Gallons

TO: <i>County</i> (Destinations)		FROM: (Origins)			
		NEW JERSEY			
		LINDEN	PORT READING	SEWAREN	
		<i>Union</i>	<i>Middlesex</i>	<i>Middlesex</i>	
		Code	LN	PR	SA
NEW YORK					
CALEDONIA	<i>Livingston</i>	CD	● 90.0		

Application of Contract Volume Rate:

Rates set forth in this table and successive reissues thereof or supplements thereto will apply to the shipments of any shipper entering a written agreement with the carrier to ship a guaranteed one year volume of one million one hundred thousand (1,100,000) barrels of gasoline between the origins and destination shown herein. These volumes, which must be shipped during a period of twelve consecutive calendar months commencing with the effective date of a written agreement between the shipper and the carrier, are subject to the following terms and conditions:

- (i) The minimum shipment volume in each of 2 semi-annual, six-month periods (the "Accounting Periods") will be five hundred-fifty thousand (550,000) barrels. If, during any such Accounting Period, shipments are less than the five hundred-fifty thousand barrel minimum shipment volume (the "Accounting Period Volume"), a deficiency payment, equal to \$.80 per barrel multiplied by the difference between the Accounting Period Volume and the number of barrels actually shipped, will be charged by Carrier.
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- (ii) Shipments in excess of the Accounting Period Volume in the first Accounting Period may carry over to offset deficiencies in the second Accounting Period.

The rates in this table expire January 31, 2003

Explanation of Reference Marks:

- Unchanged Rate
- ↑ Increase
- ✓ New