FERC No. 356 (Cancels FERC No. 354)

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

#### **LOCAL TARIFF**

Applying On The Transportation Of

# LIQUEFIED PETROLEUM PRODUCTS

From Points In

INDIANA, MICHIGAN, AND OHIO

To Points In

INDIANA, MICHIGAN, AND OHIO

Governed by the Rules and Regulations published in Buckeye Pipe Line Company, L.P.'s Tariff FERC No. 298, 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 does not have significant market power.

ISSUED: DECEMBER 19, 2006 EFFECTIVE: JANUARY 19, 2007

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

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# **TABLE 1: BASE RATES**

Rates in Cents Per Barrel of 42 United States Gallons

<ul> <li>Unchanged Rate:         <ul> <li>All rates on this page</li> <li>are unchanged unless</li> <li>otherwise indicated.</li> </ul> </li> </ul>			FROM: (Origins)					
			INDIANA		MICHIGAN		ОНЮ	
			EAST CHICAGO	GRIFFITH	INKSTER (JOAN JCT.)	WOODHAVEN	LIMA	
TO	<b>)</b> :	County		Lake	Lake	Wayne	Wayne	Allen
(D	estinations)		Code	EC	XF	KR	WS	LA
	INDIANA							
GR	RIFFITH	Lake	XF	15.41	-	-	<b>117.84</b> <sup>(1)</sup>	-
HU	JNTINGTON (2)	Huntington	ХВ	85.61	85.61	-	<b>115.29</b> <sup>(1)</sup>	-
MICHIGAN								
DE	TROIT	Wayne	WD	116.69	116.69	-	-	60.68
W	WOODHAVEN Wa		ws	116.69	116.69	47.77	-	60.68
ОНЮ								
LIN	<b>Л</b> А	Allen	LA	95.63	95.63	-	86.13	13.02
то	DLEDO	Lucas	DS	101.56	101.56	-	-	39.31
PENNSYLVANIA								
<b>✓</b> MII	DLAND	Beaver	ZD	<b>√</b> 152.00	<b>√</b> 152.00	-	<b>√</b> 146.00	<b>√</b> 146.00

#### Notes:

- (1) Notwithstanding any other limitations, shipments from Woodhaven, MI to Griffith or Huntington, IN shall be limited to tenders of fungible batches of propane. Product tendered from Woodhaven, MI to Griffith or Huntington, IN will be accepted only when carrier can deliver corresponding fungible product tendered from other origins.
- (2) A Capital Recovery Surcharge of twenty-five and twenty-five hundredths cents (25.25¢) will apply to the first three million eight hundred thirty-two thousand five hundred (3,832,500) barrels delivered to the BP propane terminal facility in Huntington, IN. This Capital Recovery Surcharge will apply to the Base Rates shown in Table 1 from all origin points. This Capital Recovery Surcharge will be discontinued when total deliveries from all origins to the BP propane facility at Huntington exceed three million eight hundred thirty-two thousand five hundred (3,832,500) barrels.

✓ New: All rates on this page are new.		TABLE 2: CONTRACT RATE  Rates in Cents Per Barrel of 42 United States Gallons					
Nates in Cents Fel Barrer of 42 Officed St		FROM: (Origins) INDIANA					
			EAST CHICAGO				
TO:	TO: County		Lake				
(Destinations)		Code	EC				
PENNSYLVANIA							
MIDLAND	Beaver	ZD	126.00				

### **Application of Contract Rate in Table 2:**

The rate in table 2 applies to the shipments of any Shipper agreeing to a written contract with the Carrier containing the following terms and condition:

- 1) The minimum term of the contract shall be ten (10) years
- 2) Shipper agrees to the following tender Annual Minimum Volumes:

a) Contract Year 1: 500,000 barrels
b) Contract Year 2: 750,000 barrels
c) Contract Years 3 - 5 1,000,000 barrels
d) Contract Years 6 - 10 700,000 barrels

- 3) In the event that the Shipper fails to tender the Annual Minimum Volumes in any contract year, the Carrier will impose a deficiency charge equal to the contract rate times the volume deficiency (the difference between the Annual Minimum Volume and the volumes tendered by the shipper during the contract year). If Shipper pays in full an Annual Deficiency Charge in respect of any Contract Year (a "Deficiency Year"), then, in the immediately succeeding Contract Year only (the "Credit Year"), the Shipper shall not be required to pay any additional Transportation Charges for Barrels of Product shipped in excess of the Annual Minimum Volume for such Credit Year, up to the Annual Volume Deficiency for such Deficiency Year. Barrels of Product shipped in such Credit Year up to and including the Minimum Volume for such Credit Year and in excess of the sum of the Minimum Volume for such Credit Year plus the Annual Volume Deficiency for such Deficiency Year, shall be subject to the contract tariff rate.
- 4) An excess volume rate equal to the Contract Rate minus twenty-one cents (21.0¢) will apply to all volumes tendered during any Contract Year in excess of the applicable Annual Minimum Volume.

Explanation of Reference Marks:						
<ul> <li>Unchanged Rate</li> </ul>						
<ul><li>● Unchanged Rate</li><li>✓ New</li></ul>						