FERC No. 368 (Cancels FERC No. 356)

BUCKEYE PIPE LINE COMPANY, L.P.

LOCAL TARIFF

Applying On The Transportation Of

LIQUEFIED PETROLEUM PRODUCTS

From Points In

INDIANA, ILLINOIS, MICHIGAN, AND OHIO

To Points In

INDIANA, MICHIGAN, OHIO AND PENNSYLVANIA

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: MARCH 30, 2007

EFFECTIVE: MAY 1, 2007

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 GP LLC 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 GP LLC 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 | | | | | | | | |
|---|------------|------|--------------|----------|----------|--------------------------|----------------------|--------|
| FROM: (Origins) | | | | | | | | |
| ↑ Increa | | | INDIANA | | ILLINOIS | MICHIGAN | | оню |
| All rates on this page are increased unless otherwise indicated. | | | EAST CHICAGO | GRIFFITH | MONEE | E INKSTER (JOAN JCT.) | WOODHAVEN | LIMA |
| TO: | County | [| Lake | Lake | Will | Wayne | Wayne | Allen |
| (Destinations) | | Code | EC | XF | ME | KR | WS | LA |
| INDIANA | N | | | | | | (1) | |
| GRIFFITH | Lake | XF | 16.12 | - | - | - | 123.32 | - |
| HUNTINGTON (2) | Huntington | ХВ | 89.59 | 89.59 | 107.72 | - | (1) 120.65 | - |
| MICHIGAN | | | | | | | | |
| DETROIT | Wayne | WD | 122.12 | 122.12 | 139.42 | - | - | 63.50 |
| WOODHAVEN | Wayne | WS | 122.12 | 122.12 | 139.42 | 49.99 | - | 63.50 |
| ОНЮ | | | | | | | | |
| LIMA | Allen | LA | 109.00 | 109.00 | 117.94 | - | 90.13 | 13.62 |
| TOLEDO | Lucas | DS | 106.28 | 106.28 | 123.99 | - | - | 41.13 |
| PENNSYLVANIA | | | | | | | | |
| MIDLAND | Beaver | ▲IP | 155.00 | 155.00 | 155.00 | - | 148.90 | 148.90 |

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.

| | TABLE 2: CON | TRAC | TRATE | |
|----|---|--|--|--|
| | Rates in Cents Per Barrel of | 42 United S | | |
| | Unchanged Rate: | | FROM: (| Origins) ILLINOIS |
| | All rates on this page are unchanged. | | | |
| | | | EAST CHICAGO | MONEE |
| | - | | Lake | Lake |
| (D | Destinations) PENNSYLVANIA | Code | EC | ME |
| | PENNSTLVANIA | | | |
| МІ | IDLAND Beaver | ▲IP | 126.00 | 126.00 |
| Th | Application of Contract Rate in Table 2A: he rates in table 2 apply to the shipments of any Shi intaining the following terms and condition: The minimum term of the contract shall be ten (10) Shipper agrees to the following tender Annual Minin 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 ln the event that the Shipper fails to tender the A Carrier will impose a deficiency charge equal to the difference between the Annual Minimum Volume a contract year). If Shipper pays in full an Annual De "Deficiency Year"), then, in the immediately succes Shipper shall not be required to pay any addition shipped in excess of the Annual Minimum Volume Deficiency for such Deficiency Year. Barrels of including the Minimum Volume for such Credit Yea for such Credit Year plus the Annual Volume Defic the contract tariff rate. An excess volume rate equal to the Contract Rat volumes tendered during any Contract Year in exces | years mum Volu nnual Mir he contra nd the vo eficiency (eeding Co hal Trans e for suc Product r and in e ciency for e minus | nimum Volumes in any act rate times the volum lumes tendered by the s Charge in respect of any ontract Year only (the " portation Charges for E h Credit Year, up to th shipped in such Credit xcess of the sum of the such Deficiency Year, s twenty-one cents (21.06 | contract year, the ne deficiency (the shipper during the v Contract Year (a Credit Year"), the Barrels of Product e Annual Volume t Year up to and Minimum Volume shall be subject to |
| | | | | |

| Shipper agrees to the following tender an Annual Minimum Volume of three million (3,000,000) barrels during each contract year. In the event that the Shipper fails to tender the Annual Minimum Volume 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 for 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, shall be subject to the contract tariff rate. | | | Rates in Cents Per I | Barrel of 42 United St | | | |
|--|----------|--|--|--|---|--|--|
| All rates on mins page are unchanged. EAST CHICAGO MONEE TO: County Lake Will (Destinations) Code EC ME IMA Allen LA 106.00 106.00 Application of Contract Rate in Table 3: Image and the following terms and condition: 106.00 106.00 1) The minimum term of the contract shall be ten (10) years. 2) Shipper agrees to the following terms and condition: 3) 2) Shipper agrees to the following tender an Annual Minimum Volume of three million (3,000,000) barrels during each contract year. 3) 10 the event that the Shipper fails to tender the Annual Minimum Volume 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 (ar "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 Year, shall be subject to the contract traiff rate. 4) An excess volume rate equal to the Contract Rate minus twenty-one cents (21.0¢) will apply to all contract traiff rate. | | | | - | | | |
| TO: County Lake Will (Destinations) Code EC ME PENNSYLVANIA LIMA Allen LA 106.00 106.00 Application of Contract Rate in Table 3: The rates in table 3 apply 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) 2) Shipper agrees to the following tender an Annual Minimum Volume of three million (3,000,000) barrels during each contract year. 3) In the event that the Shipper fails to tender the Annual Minimum Volume 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, up to the Annual Volume Deficiency for such Deficiency Year. Barrels of Product shipped in such Credit Year up to an including the Minimum Volume for such Credit Year and in excess of the Sum of the Minimum Volume for such Credit Year and in excess of the Minimum Volume for such Credit 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 the contract tarier frate. | | A | | - | | | |
| (Destinations) Code EC ME PENNSYLVANIA LIMA Allen LA 106.00 106.00 Application of Contract Rate in Table 3: The rates in table 3 apply 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 an Annual Minimum Volume of three million (3,000,000) barrels during each contract year. 3) In the event that the Shipper fails to tender the Annual Minimum Volume 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 succh Credit Year up to and including the Minimum Volume for such Credit Year and in excess of the Annual Volume Deficiency Year, up to the Annual Volume for such Credit Year only the Minimum Volume for such Credit Year and in excess of the Minimum Volume for such Credit Year, up to the Minimum Volume for such Credit Year and in excess of the Minimum Volume for such Credit Year and in excess of the Minimum Volume for such Credit Year and in excess of the Minimum Volume for such Credit Year, up to the Minimum Volume for such Credit Year and in excess of the sum of the Minimum Volume for such Credit Year and i | - | • | • | | | | |
| PENNSYLVANIA LA 106.00 106.00 Application of Contract Rate in Table 3: The rates in table 3 apply 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 an Annual Minimum Volume of three million (3,000,000) barrels during each contract year. 3) In the event that the Shipper fails to tender the Annual Minimum Volume 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 such Credit Year up to and including the Minimum Volume for such Credit Year and in excess of the Annual Volume for such Credit Year, up to the Annual Volume for such Credit Year pus the Annual Volume for such Credit 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 contract tariff rate. | | | County | | | | |
| LIMA Allen LA 106.00 106.00 Application of Contract Rate in Table 3: The rates in table 3 apply 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 an Annual Minimum Volume of three million (3,000,000) barrels during each contract year. 3) In the event that the Shipper fails to tender the Annual Minimum Volume 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 Produce 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 and in excess of the Annual Volume for such Credit 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 | (L | • | | Code | EC | ME | |
| Application of Contract Rate in Table 3: The rates in table 3 apply 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 an Annual Minimum Volume of three million (3,000,000) barrels during each contract year. 3) In the event that the Shipper fails to tender the Annual Minimum Volume 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, 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, up to the Annual Volume for such Credit Year plus the Annual Volume Deficiency for such Deficiency Year. 4) An excess volume rate equal to the Contract Rate minus twenty-one cents (21.0¢) will apply to all | | P | ENNSYLVANIA | | | | |
| The rates in table 3 apply 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 an Annual Minimum Volume of three million (3,000,000) barrels during each contract year. 3) In the event that the Shipper fails to tender the Annual Minimum Volume 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 dive 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 for 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 subject to the contract tariff rate. | LII | MA | Allen | LA | 106.00 | 106.00 | |
| The rates in table 3 apply 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 an Annual Minimum Volume of three million (3,000,000) barrels during each contract year. 3) In the event that the Shipper fails to tender the Annual Minimum Volume 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 subject to the contract tariff rate. | | | | | | | |
| Shipper agrees to the following tender an Annual Minimum Volume of three million (3,000,000) barrels during each contract year. In the event that the Shipper fails to tender the Annual Minimum Volume 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 Annual Volume for such Credit Year plus the Annual Volume Deficiency for such Deficiency Year. An excess volume rate equal to the Contract Rate minus twenty-one cents (21.0¢) will apply to all apply to all contract tarief rate. | Th co | ne rates in table 3 Intaining the follow | 3 apply to the shipments of a wing terms and condition: | any Shipper agree | eing to a written contra | ict with the Carriei | |
| barrels during each contract year. 3) In the event that the Shipper fails to tender the Annual Minimum Volume 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 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 such apply to alll | , | | | | | | |
| 3) In the event that the Shipper fails to tender the Annual Minimum Volume 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 Minimum Volume for such Credit 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 the contract tariff rate. | 2) | | . | n Annual Minimu | um Volume of three n | nillion (3,000,000) | |
| | 3) | Carrier will imp difference betw contract year). "Deficiency Yea Shipper shall n shipped in exce Deficiency for including the Mi for such Credit | ose a deficiency charge equeen the Annual Minimum Vo If Shipper pays in full an Annuar"), then, in the immediately not be required to pay any a ess of the Annual Minimum such Deficiency Year. Bar inimum Volume for such Cre Year plus the Annual Volume | ual to the contra lume and the vol nual Deficiency C y succeeding Co additional Transp Volume for such rels of Product s dit Year and in ex | ct rate times the volur umes tendered by the Charge in respect of any intract Year only (the cortation Charges for E in Credit Year, up to the shipped in such Credit access of the sum of the | ne deficiency (the shipper during the y Contract Year (a 'Credit Year"), the Barrels of Product he Annual Volume it Year up to and Minimum Volume | |
| | 4) | | • | | - | , | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |

▲

FERC Tariff No. 368

Change in wording only