

FERC No. 395
(Cancels FERC No. 381)

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.

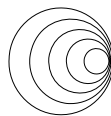
Pursuant to the Commission's Decision of December 31, 1990, Opinion No. 360, the destinations
named herein are within markets where Buckeye does not have significant market power.

ISSUED: DECEMBER 1, 2008

EFFECTIVE: JANUARY 1, 2009

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

[I] Increase: All rates on this page are increased unless otherwise indicated.			FROM: (Origins)					
			INDIANA		ILLINOIS	MICHIGAN		OHIO
			EAST CHICAGO <i>Lake</i>	GRIFFITH <i>Lake</i>	MONEE <i>Will</i>	INKSTER (JOAN JCT.) <i>Wayne</i>	WOODHAVEN <i>Wayne</i>	LIMA <i>Allen</i>
TO: (Destinations)	County	Code	EC	XF	ME	KR	WS	LA
INDIANA								
GRIFFITH	<i>Lake</i>	XF	17.55	-	-	-	134.29⁽¹⁾	-
HUNTINGTON ⁽²⁾	<i>Huntington</i>	XB	97.76	97.76	117.56	-	131.67⁽¹⁾	-
MICHIGAN								
DETROIT	<i>Wayne</i>	WD	133.27	133.27	152.15	-	-	69.29
WOODHAVEN	<i>Wayne</i>	WS	133.27	133.27	152.15	54.55	-	69.29
OHIO								
LIMA	<i>Allen</i>	LA	118.95	118.95	128.60	-	98.35	14.85
TOLEDO	<i>Lucas</i>	DS	115.98	115.98	135.23	-	-	44.88
PENNSYLVANIA								
MIDLAND	<i>Beaver</i>	IP	169.02	169.02	169.02	-	162.49	162.49

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 [U] (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: CONTRACT RATE

Rates in Cents Per Barrel of 42 United States Gallons

[U] Unchanged Rate: All rates on this page are unchanged.		FROM: (Origins)		
		INDIANA	ILLINOIS	
		EAST CHICAGO <i>Lake</i>	MONEE <i>Lake</i>	
TO: (Destinations)	County	Code	EC	ME
PENNSYLVANIA				
MIDLAND	<i>Beaver</i>	IP	128.52	128.52

Application of Contract Rate in Table 2A:

The rates in table 2 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 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.

TABLE 3: CONTRACT RATE

Rates in Cents Per Barrel of 42 United States Gallons

[U] Unchanged Rate: All rates on this page are unchanged.		FROM: (Origins)		
		INDIANA	ILLINOIS	
		EAST CHICAGO <i>Lake</i>	MONEE <i>Will</i>	
TO: (Destinations)	County	Code	EC	ME
OHIO				
LIMA	<i>Allen</i>	LA	108.12	108.12

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 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:

- [U] Unchanged Rate
- [I] Increase