

FERC ICA Oil Tariff  
Buckeye Market-Based Rates Tariff

FERC No. 449.5.0  
(Issued in lieu of FERC No. 449.4.0,  
rejected by the Commission)  
(Cancels FERC No. 449.3.0)

# 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. **[W]** 436.2.0 436-1-0,  
supplements thereto and reissues thereof.

~~[C] 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.~~

**[N]** Pursuant to the Commission's Decision of February 22, 2013, 142 FERC ¶ 61,140, the destinations named  
herein are in markets in which Buckeye may continue to charge market-based rates.

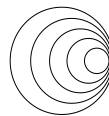
**[N]** This tariff contains market-based rates filed in compliance with 18 CFR §342.4(b).

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

**ISSUED: MARCH 28, 2013**

**EFFECTIVE: MAY 1, 2013**

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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.			FROM: (Origins)					
			INDIANA		ILLINOIS	MICHIGAN		OHIO
			CHICAGO COMPLEX <sup>(1)</sup>	GRIFFITH	MONEE	INKSTER (JOAN JCT.)	WOODHAVEN	LIMA
TO:	<i>County</i>	Code	<i>Lake</i>	<i>Lake</i>	<i>Will</i>	<i>Wayne</i>	<i>Wayne</i>	<i>Allen</i>
(Destinations)			CCX	XF	ME	KR	WS	LA
<b>INDIANA</b>								
GRIFFITH	<i>Lake</i>	XF	21.33	-	-	-	163.35 <sup>(2)</sup>	-
HUNTINGTON	<i>Huntington</i>	XB	119.04	119.04	143.17	-	160.35 <sup>(2)</sup>	-
<b>MICHIGAN</b>								
DETROIT	<i>Wayne</i>	WD	162.31	162.31	185.30	-	-	84.38
INKSTER	<i>Wayne</i>	KR	-	-	-	-	-	135.01
WOODHAVEN	<i>Wayne</i>	WS	162.31	162.31	185.30	66.43	-	84.38
<b>OHIO</b>								
LIMA	<i>Allen</i>	LA	144.85	144.85	156.62	-	117.12	17.66
TOLEDO	<i>Lucas</i>	DS	141.23	141.23	164.69	-	-	53.43
<b>PENNSYLVANIA</b>								
MIDLAND	<i>Beaver</i>	IP	210.78	210.78	210.78	-	202.64	202.64

**Notes:**

- (1) Chicago Complex consists of the following locations: East Chicago, Lake County, Hartsdale, Lake County and Lake George, Lake County. However, in this table East Chicago and Hartsdale are the only applicable origins.
- (2) There is no physical lifting from Woodhaven, MI to Griffith or Huntington, IN. Product tendered from Woodhaven, MI to Griffith or Huntington, IN, will be accepted as an exchange only when carrier can deliver corresponding fungible product tendered from other origins. Notwithstanding any other limitations, shipments shall be limited to tenders of fungible batches of propane.

## TABLE 2: CONTRACT RATE

Rates in Cents Per Barrel of 42 United States Gallons

[I] Increase: All rates on this page are increased unless indicated otherwise.		FROM: (Origins)		
		INDIANA	ILLINOIS	
		CHICAGO COMPLEX <sup>(1)</sup> <i>Lake</i>	MONEE <i>Will</i>	
TO: (Destinations)	County	Code	CCX	ME
<b>PENNSYLVANIA</b>				
MIDLAND	<i>Beaver</i>	IP	<b>136.38</b>	<b>136.38</b>

### Application of Contract Rate in Table 2:

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 [U] twenty-one cents (21.0¢) will apply to all volumes tendered during any Contract Year in excess of the applicable Annual Minimum Volume.

### Notes:

- (1) Chicago Complex consists of the following locations: East Chicago, Lake County, Hartsdale, Lake County and Lake George, Lake County. However, in this table East Chicago and Hartsdale are the only applicable origins.

## TABLE 3: CONTRACT RATE

Rates in Cents Per Barrel of 42 United States Gallons

<p>[I] Increase: All rates on this page are increased unless indicated otherwise.</p>		<b>FROM: (Origins)</b>		
		<b>INDIANA</b>	<b>ILLINOIS</b>	
		CHICAGO COMPLEX <sup>(1)</sup> <i>Lake</i>	MONEE <i>Will</i>	
<b>TO:</b>	<b>County</b>	<b>Code</b>	CCX	ME
<b>(Destinations)</b>				
<b>OHIO</b>				
LIMA	<i>Allen</i>	LA	<b>114.73</b>	<b>114.73</b>

### 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 tender an Annual Minimum Volume of three million two hundred thousand (3,200,000) 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 [U] twenty-one cents (21.0¢) will apply to all volumes tendered during any Contract Year in excess of the applicable Annual Minimum Volume.

### Notes:

- (1) Chicago Complex consists of the following locations: East Chicago, Lake County, Hartsdale, Lake County and Lake George, Lake County. However, in this table East Chicago and Hartsdale are the only applicable origins.

### Explanation of Reference Marks:

- [C] Cancel
- [I] Increase
- [N] New
- [U] Unchanged Rate
- [W] Change in Wording Only