

BP Pipelines (North America) Inc.

~~[C]TARIFF NO. 327-N~~
(Cancels Tariff No. 327-M)

LOCAL TARIFF

~~[W]~~APPLYING ON THE TRANSPORTATION OF ~~Applying on~~

PETROLEUM PRODUCTS

As Defined Herein

The rates named in this tariff are for the transportation of Petroleum Products by Carrier, subject to the rules and regulations published herein.

TABLE OF RATES		
FROM	TO	Rates in Cents per Barrel of 42 United States Gallons
Manhattan Illinois (Will County)	Wilmington. Illinois (Will County)	[U] 33.09

~~[C]Filed in compliance with 18 CFR 342.3 (Indexing).~~

ISSUED AUGUST 30, 2019

EFFECTIVE OCTOBER 1, 2019

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

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RULES AND REGULATIONS

Petroleum Products will be transported through Carrier's facilities only as provided in these rules and regulations.

ITEM NO. 5 ABBREVIATIONS AND DEFINITIONS

As used in these rules and regulations, the following terms have the following meanings:

"a.m." means a time of day after midnight and before noon.

[N]"API" means American Petroleum Institute.

"Barrel" means forty-two United States gallons.

[N]"Batch" means a quantity of Petroleum Products of like characteristics moved through the pipeline as an identifiable unit.

"Carrier" means and refers to BP Pipelines (North America) Inc.

[N]"Consignee" means the party to whom a Shipper has ordered the delivery of Petroleum Products.

[N]"F.E.R.C" means Federal Energy Regulatory Commission.

[C]"p.m." means a time of day after noon and before midnight.

[N]"Operational Batch" means a Batch of Petroleum Products meeting Carrier's specifications that may be commingled with other Batches of Petroleum Products meeting the same specifications.

"Petroleum Products" means gasoline and petroleum oil distillates **[N]**as further described in Item No. 80.

[N]"psig" means pounds per square inch gauge.

"RFG" means reformulated gasoline pursuant to 40 C.F.R. (Code of Federal Regulations),

Part 80, subpart D.

"Nomination" means an application by a shipper to the Carrier for transportation of a stated quantity of Petroleum Products from a specified origin or origins to a specified destination or destinations in accordance with these rules and regulations.

[N]"Shipper" means the party who contracts with the Carrier for transportation of Petroleum Products under the terms of this tariff.

"Tender" means delivery of Petroleum Products to Carrier for Shipment.

ITEM NO. 10 COMMODITY

Under this tariff the Carrier is engaged in the transportation of Petroleum Products by pipe line and will not accept any other commodity for transportation.

ITEM NO. 15 NOMINATIONS

Petroleum Products will be accepted for transportation only on a properly executed Nomination, as defined in Item 5. Shippers desiring to Nominate Petroleum Products for transportation shall make in writing a separate Nomination for each calendar month on or before the **[W]** 15th ~~25th~~ day of the preceding month. The Tender will be accepted only when the total quantity covered by such Nomination will be made available for transportation within the calendar month.

Exception: Nominations for current movement will be accepted at any time when space is available.

ITEM NO. 20 QUANTITIES

Petroleum Products will be accepted from facilities to which the Carrier is connected in shipments of not less than **[W]** 5,000 ~~fifty five thousand~~ Barrels of the same kind, quality, and characteristics from one point of origin for delivery at one destination unless operating conditions as determined solely by Carrier permit smaller Batch sizes.

ITEM NO. 25 SEGREGATION

(a) No Petroleum Products will be accepted for transportation except good merchantable Petroleum Products of acceptable character readily susceptible of transportation through Carrier's existing facilities, and which will not materially affect the quality of shipments being transported, or cause a disadvantage to any other Shipper.

(b) Subject to the foregoing, Carrier will, to the extent permitted by its existing facilities, endeavor to segregate such Petroleum Products during transportation and to make delivery of substantially the same Petroleum Products at destination; provided that Carrier may require shipper to make such Petroleum Products available to Carrier in such quantities (see Item 20) and at such specified times as may be necessary to permit such segregated movements via its existing facilities.

ITEM NO. 30 ORIGIN AND DESTINATION FACILITIES

(a) No duty to transport will arise until evidence satisfactory to the Carrier, such as an affidavit from the Shipper or field confirmation, has been furnished that Consignee has provided necessary facilities to which Carrier is connected and has made necessary arrangements for accepting delivery of shipments promptly on arrival at destination, as provided in these rules and regulations.

(b) Shipper shall furnish pumping and other facilities of sufficient capacity to move said products into Carrier's origin station at Carrier's full line pumping rate, provided however, that the Carrier may for its convenience operate at pumping rates less than full line rate.

ITEM NO. 35 MEASUREMENT AND ~~[W]~~ VOLUME CORRECTION DEDUCTIONS

~~[N]~~(a) Quantities at origin and destination shall be determined by meters. Volume shall be corrected from observed temperature and pressure to base conditions using calculations per API Chapter 11.1 or latest revision thereof. Base condition shall be 60 degrees Fahrenheit at 0.0 psig. Full deductions will be made for all water and other impurities in products received or delivered. Shippers or Consignees shall have the privilege of being present or represented at the times of measuring and testing.

(b) Petroleum quantities transported will be adjusted to allow for inherent losses including but not limited to shrinkage, evaporation, interface losses and normal "over and short" losses. The adjustment for losses or gains will be allocated among the Shippers in the proportion that the total number of Barrels delivered out of the system for each Shipper bears to the total number of Barrels delivered out of the system for all Shippers.

(c) The net quantities as determined under paragraphs (a) and (b) of this item will be the amounts accountable at destination.

~~[C]~~(a) Quantities for receiving, delivering, assessing charges and all other purposes will be corrected to a temperature of sixty degrees Fahrenheit, after deduction of impurities shown by tests made by the Carrier prior to receipt and upon delivery. Quantities may be computed from tank tables compiled or accepted by the Carrier, or from metering devices acceptable to the Carrier.

ITEM NO. 40 DIVERSION OR RECONSIGNMENT

Diversion or reconsignment may be made without charge if requested in writing by the Shipper, prior to delivery at original destination, subject to the rates, rules and regulations applicable from point of origin to point of final destination, upon condition that no out-of-line or backhaul movement will be made.

ITEM NO. 45 DELIVERY AND DEMURRAGE

(a) Carrier will transport and deliver Petroleum Products with reasonable diligence and dispatch, but will accept no Petroleum Products to be transported in time for any particular market.

(b) After any shipment has had time to arrive at destination, and on twenty-four hour notice to Consignee, Carrier may begin delivery at its current rate of pumping.

(c) Commencing after the first seven o'clock a.m. after expiration of said notice, a demurrage charge of ~~[U]one~~ 1.0 cent per Barrel per day of twenty-four hours shall accrue on any part of said shipment offered for delivery and not taken as prescribed in paragraph (b) of this item. After expiration of said notice, Carrier's liability for loss, damage, or delay shall be that of warehouseman only.

ITEM NO. 50 RATES APPLICABLE

Petroleum Products transported shall be subject to the rates in effect on date such Petroleum Products are received by the Carrier.

ITEM NO. 55 PAYMENT OF ~~[N]~~ TRANSPORTATION AND OTHER CHARGES

~~[N]~~(a) Transportation charges will be computed and collected at the rates provided herein, on the basis of the number of Barrels of Petroleum Products delivered at destinations, after volume corrections as provided for in Item No. 25.

(b) All payments are due within 10 days of receipt of the invoice, unless the Carrier determines in a manner not unreasonably discriminatory that the financial condition of Shipper or Shipper's guarantor (if any) is or has become impaired or unsatisfactory or Carrier determines in a manner not unreasonably discriminatory it is necessary to do so, in which case the payment due date shall be that specified in a written notice to the Shipper.

(c) If any charge remains unpaid after the due date specified in Carrier's invoice, then such amount due may accrue an interest penalty from the day after the due date until paid, calculated at a rate per annum equal to the U.S. prime rate as published in the Wall Street Journal plus two percent (2%) per annum, or, if less, the maximum interest rate permitted by Applicable Law. In addition, Shipper shall pay all documented costs incurred by Carrier to collect any unpaid amounts, including but not limited to reasonable attorney fees.

(d) In the event Shipper fails to pay any such charges when due, Carrier shall not be obligated to provide Shipper access to Carrier's facilities or provide services pursuant to Carrier's tariff until such time as payment is received by Carrier and Shipper meets the requirements of the following paragraph. In addition, in the event Shipper fails to pay

any such charges when due, Carrier shall have the right to setoff such amounts owed, and future amounts owed against those amounts Carrier owes Shipper.

(e) In the event Carrier determines in a manner not unreasonably discriminatory that the financial condition of Shipper or Shipper's guarantor (if any) is or has become impaired or unsatisfactory or Carrier determines in a manner not unreasonably discriminatory it is necessary to obtain security from Shipper, Carrier, upon notice to Shipper, may require any of the following prior to Carrier's delivery of Shipper's Petroleum Products in Carrier's possession or prior to Carrier's acceptance of Shipper's Petroleum Products: (1) prepayment of all charges, (2) a letter of credit at Shipper's expense in favor of Carrier in an amount sufficient to ensure payment of all such charges and, in a form, and from an institution, acceptable to Carrier, or (3) a guaranty in an amount sufficient to ensure payment of all such charges and in a form, and from a third party, acceptable to Carrier. In the event, Shipper fails to comply with any such requirement on or before the date supplied in Carrier's notice to Shipper, Carrier shall not be obligated to provide Shipper access to Carrier's facilities or provide services pursuant to this tariff until such requirement is fully met.

(f) Carrier shall have a lien on all Petroleum Products delivered to Carrier to secure the payment of any and all transportation or any other charges that are owed Carrier. Such lien shall survive delivery of Petroleum Products to Shipper. Such lien shall extend to all Petroleum Products in Carrier's possession beginning with Shipper's first receipt of transportation or other services from Carrier. The lien provided herein shall be in addition to any lien or security interest provided by statute or applicable law. Carrier may withhold delivery to Shipper of any of Shipper's Petroleum Products in its possession and exercise any other rights and remedies granted under this tariff or existing under applicable law until all such charges have been paid as provided above.

(g) If Shipper fails to pay an invoice by the due date, in addition to any other remedies under this tariff or under applicable law, Carrier shall have the right, either directly or through an agent, to sell at a private sale any and all Petroleum Products of such Shipper in its custody at fair market value at the time of sale. The proceeds of any sale shall be applied in the following order: (A) To the reasonable expenses of holding, preparing for sale, selling, and to the extent allowed by law, reasonable attorney's fees and legal expenses incurred by Carrier; and (B) To the satisfaction of the Shipper's indebtedness including interest herein provided from the date of payment is due. The balance of the proceeds of the sale remaining, if any, shall be paid to Shipper or, if there is a dispute or claim as to entitlement, held for whoever may be lawfully entitled thereto.

~~[C]The Shipper shall be responsible for payment of transportation and all other charges applicable to the shipment, and if required, shall prepay such charges or furnish guaranty of payment satisfactory to the Carrier. The Carrier will have a lien on all Petroleum Products accepted for transportation to secure the payment of all charges, including demurrage charges, and may refuse to deliver Petroleum Products until all charges have been paid. If said charges or any part thereof shall remain unpaid five days, computed from the first seven o'clock a.m. after written notice is mailed to Shipper of intention to enforce Carrier's lien as herein provided or when there shall be failure to take the Petroleum Products at the point of destination as provided in Item 45 within five days, computed from the first seven o'clock a.m. after expiration of the notice therein provided, the Carrier shall have the right through an agent to sell said Petroleum Products at public auction for cash between the hours of ten o'clock p.m. and four o'clock p.m. on any day not a legal holiday and not less than twenty four hours after notice of the time and place of such sale and the quantity, general description and location of the Petroleum Products to be sold has been published in a daily newspaper of general circulation published in the town or city where the sale is to be held, and sent by telegraph to shipper. The Carrier may be a bidder and purchaser at such sale. Out of the proceeds of said sale Carrier may pay itself all transportation, demurrage, and other lawful charges, expense of notice, advertisement, sale, and other necessary expense, and of caring for and maintaining the Petroleum Products, and the balance shall be held for whomsoever may be lawfully entitled thereto.~~

ITEM NO. 60 LIABILITY OF CARRIER

(a) The Carrier, while in possession of any Petroleum Products, will not be liable for any loss thereof, or damage thereto, or delay, caused by an act of God, the public enemy, quarantine, the authority of law, or of public authority, strikes, riots, insurrection, inherent nature of the goods, or the act or default of the Shipper or Consignee, except by the Carrier's own negligence.

(b) Any losses of Petroleum Products will be charged proportionately to each Shipper in the ratio that his Petroleum Products, or portion thereof, received and undelivered at the time the loss occurs, bears to the total of Petroleum Products then in the custody of the Carrier for transportation via the lines or other facilities in which the loss occurs; and the Carrier will be obligated to deliver only that portion of such Petroleum Products remaining after deducting Shipper's proportion of such loss determined as aforesaid. Transportation charges will be assessed only on the quantity delivered.

(c) Carrier will not be liable for discoloration, commingling, contamination, or deterioration of Petroleum Products resulting from the normal operation of a products pipe line system in batching various kinds of products, and the products so commingled or contaminated will be equitably apportioned among and delivered to the shippers participating in the products cycle or cycles in which the commingling or contamination occurs, except by the Carrier's own negligence.

ITEM NO. 65 TITLE

A Tender of Petroleum Products shall be deemed a warranty of title by the party Tendering, but acceptance shall not be deemed a representation by the Carrier as to title. The Carrier shall have the right to reject any Petroleum Products when Tendered for shipment which may be involved in litigation, the title of which may be in dispute or which may be encumbered by lien or charge of any kind. Carrier will require Shipper's proof of perfect and unencumbered title or an indemnity bond.

ITEM NO. 70 TIME LIMITATION ON CLAIMS

As a condition precedent to recovery for loss, damage, or delay to shipments, claims must be filed in writing with the Carrier within nine months and one day after delivery of the property, or in case of failure to make delivery then within nine months and one day after reasonable time for delivery, based on Carrier's normal operations, has elapsed; and suits shall be instituted against the Carrier only within two years and one day from the day when notice in writing is given by the Carrier to the claimant that the Carrier has disallowed the claim or any part or parts thereof specified in the notice. Where claims are not filed or suits are not instituted thereon in accordance with the foregoing provisions, no Carrier hereunder will be liable, and such claims will not be paid.

ITEM NO. 75 RFG COMPLIANCE

By submitting to Carrier a Tender of Petroleum Products for transportation, Shipper certifies to Carrier that, as to any Petroleum Products which are required to be reformulated gasoline pursuant to 40 C.F.R. Part 80, Subpart D ("RFG Regulations"), the Shipper has a Quality Assurance Program ("QAP") for reformulated gasoline that has been properly designed and implemented pursuant to 40 C.F.R. 80.79(c). In cases in which the Shipper uses one or more connecting carriers prior to transfer of custody to Carrier, the Shipper certifies that its QAP includes appropriate measures to ensure that the product handled by the connecting carriers remains in full compliance with the RFG regulations. Upon Carrier's request, Shipper shall promptly provide Carrier with all pertinent documentation constituting and describing Shipper's QAP, including all pertinent sampling and testing results. Shipper shall cooperate fully with Carrier, with respect to providing documentation and otherwise, in instances in which Carrier seeks to rebut a presumption of liability under the Reformulated Gasoline Regulations. Shipper shall notify Carrier immediately upon learning that Petroleum Products Shipper has Tendered for transportation are not in compliance with the RFG Regulations. Carrier shall be free to refuse Tender for transportation any Petroleum Products which Carrier has reason to believe are not in compliance with the RFG Regulations.

With respect to the transfer of custody from Shipper to Carrier, Shipper acknowledges that it retains full responsibility for compliance with all of the product transfer document requirements specified at 40 C.F.R. 80.77 and 80.106. Given that Carrier is the only party in a position to verify the precise volume of product actually shipped, Carrier agrees to generate a document that provides the volume of gasoline which is being transferred to Carrier's custody. Carrier agrees to provide a copy of this document to Shipper. Carrier's agreement to generate a volume document in no way renders Carrier responsible for the generation of the required product transfer document.

[N] ITEM NO. 80 QUALITY SPECIFICATIONS

(a) No Petroleum Products will be accepted for transportation except good merchantable Petroleum Products of acceptable character readily susceptible of transportation through Carrier's existing facilities, and which will not materially affect the quality of shipments being transported or cause a disadvantage to any other Shipper.

(b) Specification requirements for all products delivered into the pipeline are documented in Carrier's East of Rockies Product Pipelines Systems Product Quality Manual dated January 1, 2018. All Tenders must be in compliance with the policies stated in the current version of this manual. The manual can be obtained from Carrier via electronic mail sent to bptariffs@bp.com. Carrier may, but shall not be required to, sample and/or test any Operational Batch prior to acceptance (or during receipt) of Operational Batch. In the event of finding a variance from specification, Carrier reserves the right to reject such product.

[N]ITEM NO. 85 – PRORATION PROCEDURES

When there shall be Tendered to the Carrier for transportation on the Carrier's pipeline system any part thereof under applicable tariffs more Petroleum Products than can be currently transported, the transportation furnished by the Carrier shall be apportioned among Shippers in accordance with Carrier's Products Proration Policy dated April 1, 2018. Copies of this proration policy will be made available upon request, to any Shipper or potential Shipper by request at bptariffs@bp.com.

[N]ITEM NO. 90 - APPLICATION OF RATES FROM AND TO INTERMEDIATE POINTS

For Petroleum Products accepted for transportation from any point on Carrier's lines not named in a particular tariff, which is intermediate to a point from which rates are published in said tariff, through such unnamed point, the rate published from the next more distant point specified in such tariff will apply. This is in accordance with 18 C.F.R. § 341.10.

[N]ITEM NO. 95 – PIPEAGE CONTRACTS

Separate pipeage contracts, in accordance with this tariff and these rules and regulations, covering further details, may be required of the proposed Shipper before any duty of transportation shall arise.

[N]ITEM NO. 100 – LINE FILL AND TANK BOTTOM INVENTORY

Prior to delivering Barrels out of Carrier's pipeline system, each Shipper will be required to supply a pro rata share of Petroleum Products necessary for minimum pipeline and facility line fill necessary to ensure efficient operation of Carrier's pipeline system. Petroleum Products provided by Shippers for this purpose may be withdrawn only after: (1) Shipments have ceased and the Shipper has provided 60 days notification to Carrier in writing of its intention to discontinue shipments in Carrier's system, and (2) Shipper balances have been reconciled between Shipper and Carrier. Carrier shall have 60 days from the receipt of said notice to complete administrative and operational requirements incidental to Shipper withdrawal.

[N]ITEM NO. 105 - CONSENT TO DISCLOSURE

As a condition precedent to transportation by Carrier, Shipper and Consignee hereby consent, in accordance with 49 United States Code § 15(13), to the disclosure of information concerning the nature, kind, quantity, destination, Consignee or routing of the Petroleum Products to be transported, to Carrier's directors, officers, agents, employees, independent contractors, consultants, accountants, attorneys and others insofar as said information may be necessary or useful for the safe, efficient and economical operation of the pipeline.

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