

# BP Pipelines (North America) Inc.

**TARIFF NO. 327-M**  
 (Cancels Tariff No. 327-L)

LOCAL TARIFF  
 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)	[I] 31.72

Filed in compliance with 18 CFR 342.3 (Indexing).

[I] Increase  
 [W] Change in wording only

ISSUED MAY 23, 2018

EFFECTIVE JULY 1, 2018

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.

"Barrel" means forty-two United States gallons.

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

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

"Petroleum Products" means gasoline and petroleum oil distillates.

"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.

"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 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 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 DEDUCTIONS**

(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 one 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 CHARGES**

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 a.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.