

BP Pipelines (North America) Inc.

LOCAL TARIFF

Applying on [W] the transportation of

PETROLEUM PRODUCTS

As Defined Herein

[N] The rate named in this tariff is for the transportation of Petroleum Products by Carrier, subject to the rules and regulations published herein.

Table of Rates		
FROM	TO	[W] <u>Base Rates in Cents per Barrel of 42 United States Gallons</u>
Whiting Indiana (Lake County)	[C] <u>Decatur Alabama</u> [N] <u>Dickson Tennessee</u> (Dickson County)	[C] <u>588.18</u> [N] <u>265.00</u>

Filed in compliance with 18 CFR [W] § 342.2(a) (Establishing initial rates) 342.3 (Indexing).

- [C] Cancel
- [N] New
- [W] Change in wording only

ISSUED AUGUST 31, 2022

EFFECTIVE OCTOBER 1, 2022

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

~~[C] 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:

"Barrel" means forty-two United States gallons.

"Batch" means a quantity of [W] ~~P~~petroleum ~~P~~products handled through Carrier's pipeline facilities as a unit.

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

~~[C] "Common Shipment" means commingled petroleum products of similar quality, and which meet the specifications provided for in Item No. 30 of this Tariff, that are in effect at the time Product is tendered.~~

"Consignee" means the party to whom a Shipper has ordered the delivery of [W] ~~P~~petroleum ~~P~~products.

"F.E.R.C." means Federal Energy Regulatory Commission.

"No." means number.

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

"Petroleum Products" means [W] ~~unleaded gasolines, kerosene, mixed aromatics,~~ naphthas and petroleum oil distillates as further described in Item No. 30.

"Nomination" means an offer by a Shipper to the Carrier of a stated quantity of [W] ~~P~~petroleum ~~P~~products for transportation from a specified origin or origins to a specified destination.

[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 [W] ~~P~~petroleum ~~P~~products by pipe line and will not accept any other commodity for transportation. ~~[C] Petroleum products will be accepted for transportation only at such time as petroleum products of the same quality and specifications are currently being transported from receiving point to destination.~~

ITEM NO. 15 NOMINATIONS

[W] ~~(a) Petroleum Pproducts will be accepted for transportation only on properly executed Nominations, as defined in Item No. 5, transported, only under a properly executed tender accepted by the Carrier from facilities connected to Carrier's system when a tariff covering the movement is lawfully in effect.~~

~~(b) Any Shippers desiring to [W] Tender nominate Ppetroleum Pproducts for transportation shall make [W] in writing a separate such Nomination for each calendar month to the Carrier in writing on or before the [W] 15th 25th day of the [W] preceding month with [W] regular weekly updates provided as needed prior to on the Monday of the week preceding the shipment. The Nomination will be accepted only when the total quantity covered by such Nomination will be made available for transportation within the calendar month. month preceding the month during which the transportation under the nomination is to begin; except that if space is available for current movement, a Shipper may nominate petroleum products for transportation at a later date.~~

ITEM NO. [W] 20 25 QUANTITIES

Petroleum [W] Pproducts will be accepted from facilities to which the Carrier is connected in shipments of not less than [W] ~~10,000~~ 5,000 Bbarrels 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 [W] Bbatch sizes.

[N] NO. 25 BUFFER MATERIAL

As required to protect the quality of commodities in transit, the Carrier, as a condition of shipment, may require the Shipper to furnish buffer material in kind and quantity satisfactory to the Carrier. Carrier will deliver such buffer material, which may include other commodities commingled with it, into the facilities which shall be supplied by the Shipper or Consignee at destination.

ITEM NO. 30 QUALITY [W] SPECIFICATIONS OF PETROLEUM PRODUCTS ACCEPTABLE

(a) Carrier will accept for transportation only good marketable [W] Ppetroleum Pproducts of acceptable character readily susceptible of transportation through Carrier's existing facilities, and which will not materially affect the quality of other shipments being transported, or cause a disadvantage to any other Shipper. [C] ~~At Carrier's request, Shipper shall furnish Carrier with a certificate showing the detailed specifications of the petroleum products tendered for transportation.~~

(b) [W] Specification requirements for all products delivered into the pipeline are documented in Carrier's Whiting to Dickson Product Pipeline System Product Quality Manual. All Tenders must be in compliance with the policies stated in the current version of this manual. The manual can be obtained online at [Tariffs | Products and services | Home \(bp.com\)](#). 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. 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 and at such specified times as may be necessary to permit such segregated movements via its existing facilities.

ITEM NO. 40 DELIVERY

(a) Since Carrier does not have available and does not hold itself out to provide storage for Shipper's [W] Ppetroleum Pproducts, at origin, destination, or intermediate points, no duty to transport will arise until evidence satisfactory to Carrier has been furnished that Shipper or Consignee has provided necessary facilities to which Carrier is connected and has made necessary arrangements for acceptance of delivery at destination of the same quantity of [W] Ppetroleum Pproducts offered for transportation at origin.

(b) In the event Carrier has accepted [W] Ppetroleum Pproducts for transportation in reliance upon Shipper's representations as to acceptance at destination, and there is a failure to take such [W] Ppetroleum Pproducts at destination as provided in this tariff, then and in such an event, Carrier shall have the right, on 24-hour-notice to Shipper, to sell such [W] Ppetroleum Pproducts at private sale for the best price obtainable. The Carrier may be a purchaser at such sale. Out of the proceeds of said sale, Carrier may pay itself all transportation charges and other necessary expense of caring for and maintaining the [W] Ppetroleum Pproducts and the balance shall be held for whomsoever is lawfully entitled thereto.

ITEM NO. 45 MEASURING, DEDUCTIONS AND ADJUSTMENTS

(a) All [W] Ppetroleum Pproducts tendered Carrier for transportation shall be gauged or metered by a representative of Carrier prior to, or at the time of receipt from the Shipper. Quantities shall be corrected as to temperature and pressure from observed values to standards customary in the industry. [W] Full deductions will be made for all water and other impurities in products received or delivered ~~Water and other impurities present in any petroleum products tendered for transportation shall be deducted from the quantities received for transportation.~~ [N] Shippers or Consignees shall have the privilege of being present or represented at the times of measuring and testing.

(b) Pursuant to Item 60, [W] Ppetroleum Pproducts quantities transported may be adjusted to allow for inherent losses, including but not limited to shrinkage, evaporation, interface losses and normal "over and short" losses. Carrier's loss adjustments will be made on the basis of total quantities transported and shall be based on actual historical loss experience.

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

ITEM NO. 50 RATES APPLICABLE

Petroleum [W] ~~P~~products accepted for transportation shall be subject to the rates, charges, rules and regulations in effect on the date of receipt of such [W] ~~P~~petroleum ~~P~~products by the Carrier. Transportation and all other lawful charges will be collected on the basis of the net quantities of [W] ~~P~~petroleum ~~P~~products delivered. All net quantities will be determined in the manner provided in Item 45.

ITEM NO. 55 PAYMENT OF CHARGES

The [W] ~~S~~hipper shall be responsible for payment of transportation charges applicable to the Shipper, and if required, shall prepay such charges or furnish guaranty of payment satisfactory to the Carrier.

ITEM NO. 60 LIABILITY OF CARRIER

[W] (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 or for any other cause not due to the negligence of the Carrier.

(b) Any losses of Petroleum Products will be charged proportionately to each Shipper in the ratio that their 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.

~~Carrier shall not be liable for any loss or delay of, or damage to products in or formerly in its possession caused by an act of God, public enemy, quarantine, authority of law, strike, riot, fire, flood, or act or default of Shipper, or for any other cause not due to the negligence of Carrier, whether similar or dissimilar to the causes herein enumerated; in such cases, except when products involved in such loss are part of a Common Shipment, the owner of the products shall stand the loss without any right to recourse against Carrier. In case the product which is lost, damaged or delayed is part of a Common Shipment, the owner shall stand the loss from Carrier in the same proportion as the amount accepted for transportation and actually in Carrier's custody bears to the whole of the Common Shipment of all other Shippers participating in the Common Shipment from which such loss occurs. The owner of such products shall be entitled to receive only such portion of its Common Shipment as is left after deducting the due proportion of the loss as determined above.~~

~~Carrier shall not be liable for discoloration, commingling, contamination or deterioration of product transported unless such discoloration, commingling, contamination or deterioration is caused by the negligence of Carrier. Normal commingling which occurs between batches may be divided as equitably as practicable among Shippers participating in the batches causing the commingling.~~

ITEM NO. 65 TITLE

[W] An offer A tender of [W] ~~P~~petroleum ~~P~~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 will, in the absence of adequate security, decline to receive any [W] ~~P~~petroleum ~~P~~products which is in litigation, or as to which a dispute over title may exist, or which is encumbered by any lien of which the Carrier has notice. Adequate security is considered to be Shipper's proof of perfect and unencumbered title or a satisfactory 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, Carrier hereunder will not be liable, and such claims will not be paid.

ITEM NO. 75 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 [W] Ppetroleum Pproducts necessary for [W] ~~minimum~~ pipeline and ~~tankage facility~~ line fill necessary to ensure efficient operation of Carrier’s pipeline system. Petroleum [W] Pproducts provided by Shippers for this purpose may be withdrawn only after: (1) Shipments have ceased and the Shipper has notified 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 a reasonable period of time from the receipt of said notice to complete administrative and operational requirements incidental to Shipper withdrawal.

ITEM NO. 80 PRORATION PROCEDURES

When there shall be nominated to the Carrier for transportation on the Carrier’s pipeline system or any part thereof under applicable tariffs more [W] Ppetroleum Pproducts than can be currently transported, the transportation furnished by the Carrier shall be apportioned among Shippers in accordance with Carrier’s [W] BP Pipelines (North America) Inc. Whiting to Decatur Proration Policy dated [W] June 1, 2022 March 1, 2010. Copies of this proration policy will be made available [W] ~~by Carrier’s Oil Movement Office in Tulsa, Oklahoma*~~, upon request, to any Shipper or potential Shipper [W] by request at bptariffs@bp.com, either via the U.S. Mail or via electronic means.

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[C] ITEM NO. 85 — 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.~~

~~For petroleum products accepted for transportation to any point not named in a particular tariff which is intermediate to a point to which rates are published in said tariffs, through such unnamed point, the rate published therein to the next more distant point specified in the tariff will apply. This is in accordance with 18 C.F.R. § 341.10.~~

ITEM NO. 90 ORIGIN/DESTINATION FACILITIES

No duty to transport will arise until evidence satisfactory to the Carrier 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.