

SUNOCO PIPELINE L.P.
LOCAL AND PROPORTIONAL PIPELINE TARIFF
APPLYING ON
PETROLEUM PRODUCTS
FROM
POINTS IN MASSACHUSETTS
TO
POINTS IN MASSACHUSETTS

The tariff rate change contained herein is filed in compliance with 18 C.F.R. §342.3 (Indexing).

Governed by the rules and regulations on pages 2-11.

[C] Request for Special Permission

~~Issued on four days' notice under authority of 18 C.F.R. §341.14. This tariff publication is conditionally accepted subject to refund pending a 30-day review period.~~

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

TRUNK RATE		
FROM	TO	Rate in Cents per Barrel of 42 U.S. Gallons
East Boston Terminal, Suffolk County, Massachusetts	Logan Airport, Suffolk County, Massachusetts	[I] 39.67

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RULES AND REGULATIONS**Item 1 Abbreviations & Definitions**

As used in these rules and Regulations and in tariffs referencing these Rules and Regulations, the following items shall be defined as follows:

“A.P.I.” means American Petroleum Institute.

“Barrel” means forty-two (42) United States gallons at sixty degrees (60°) Fahrenheit.

“Batch” means a quantity of Commodity or Commodities of like characteristics shipped as an identifiable unit.

“Buffer” means small batches of Petroleum Products transported solely for purposes of avoiding contamination of Commodities of significantly different grade and/or specifications.

“Capacity” means the current, safe operating capability of a System.

“Carrier” means and refers to Sunoco Pipeline, L.P. and other pipeline companies which may, by proper concurrence, be party to joint tariffs incorporating these rules and regulations by specific reference.

“Commodity” means and refers to Petroleum Products.

“Consignee” means anyone to whom custody is to be given at the specific instructions of a Shipper when Commodity is delivered out of the System.

“F.E.R.C.” means Federal Energy Regulatory Commission.

“Inventory” means the total volume of petroleum Products in the Carrier’s custody at any given time.

“Merchantable Petroleum Product(s)” means any refined Petroleum products which is free from water and other impurities and further conforms to Items No. 2 and 4 of these Rules and Regulations.

“No.” means Number.

“Nomination” means an offer and designation by a Shipper to the Carrier of an approximate quantity of a Petroleum Product for transportation from a specified origin point(s) to a specified destination(s) over a period of one month in accordance with these Rules and Regulations.

“Petroleum Products” means gasoline and petroleum oil distillates as further described in Item 4.

“Shipment” means a volume of Petroleum Product delivered to and accepted by Carrier at a point of origin for transportation through Carrier’s System to a designated delivery point.

“Shipper” means the party who contracts with the Carrier for the transportation of Petroleum Products subject to and in accordance with these Rules and Regulations subject to the rate on the applicable tariff.

“System” as herein used means a pipeline or pipelines including related facilities which, when operated, acts as a single unit.

“Ticket” means the record evidencing the transfer of custody of Petroleum Product and containing the information identifying the transaction and net volume transferred.

Item 2 Commodity and Specifications

Carrier is engaged in the transportation of Merchantable Petroleum Product(s) and, therefore, has the right to refuse any other Commodity for transportation, under tariffs making reference hereto. Petroleum Products will be received for transportation providing they are of substantially the same kind, grade and quality currently being transported

through the same System for other Shippers. Petroleum Products of similar quality and specifications are currently being transported from origin point to destination point.

Petroleum Products nominated for transportation which differ in characteristics from those usually transported by this Carrier will, at the option of the Carrier, be transported if space is available after all other nominations have been scheduled and under such terms as the Shipper and the Carrier may agree.

Buffers between significantly different Commodities may be required by the Carrier. Buffers may be nominated by the Shipper. All Buffers will be provided by the Shipper.

Item 3 Origin and Destination Facilities

Shipper shall furnish the necessary facilities at origin points capable of delivering Petroleum Products into the Carrier's System at pressures and pumping rates required and determined solely by the Carrier.

Shipper or Consignee shall furnish the necessary facilities for receiving each shipment of Petroleum Products upon arrival at its destination. Such facilities shall have adequate available capacity and be capable of receiving said Commodities at pressures and pumping rates specified by Carrier.

All proposed receiving or delivery connections must meet minimum nomination, hourly flow rate conditions and metering requirements in effect at the time of requested connection and must also have facilities which will allow for increases to maximum line flow rates and pressure conditions. All proposed connection designs must be approved by the Carrier. All costs and expenses of installing, operating and maintaining connections shall be paid by the connecting party.

In the event Shipper or Consignee fails to provide adequate facilities for receipt of the Shipment of Petroleum Product at destination, Carrier shall have the right to make whatever arrangements for disposition of the Commodity it deems appropriate to clear the Carrier's facilities, including without limitations the right of sale at a price determined by current market conditions. Out of the proceeds of said sale, Carrier shall first pay itself all transportation and other lawful charges, costs and expenses of storage, and care and maintenance of the Commodity. The balance shall be held for whomsoever may be lawfully entitled thereto, and who by accepting said balance shall be deemed to have waived Carrier's liability with respect to all acts or omissions by Carrier in connection with said sale.

Item 4 Quality of Petroleum Products

Petroleum Products accepted for shipment must be good, Merchantable Petroleum Product. Such Commodity shall not be darker than Number 3 – National Petroleum Association Specifications (except, that gasoline to which artificial coloring has been added will be accepted for transportation regardless of color).

Prior to acceptance for transportation, Petroleum Products may be tested by Carrier, or Carrier may require from the Shipper a certificate setting forth in detail the specifications of each Shipment.

The Shipper will be responsible for all additional expenses incurred by the Carrier and resulting from Carrier's receipt of any Commodity which is not acceptable quality.

Item 5 Quantity and Nominations

Except as provided for below, Nominations for the transportation of Petroleum Products will be accepted each month in quantities of not less than five thousand (5,000) barrels (excluding Buffers) from one Shipper, consigned to one Consignee and destination unless written authority is received by the Shipper from the Carrier to nominate an amount lower than the quantity provided for under this item. Petroleum Products so nominated to the Carrier for transportation will be received as space is currently available, providing the total within a month's time is not less than five thousand (5,000) barrels (excluding authorized exceptions and Buffers).

Nominations for transportation of Petroleum Products will be received in lots of less than five thousand (5,000) barrels only if, in the sole judgment of Carrier, the Carrier's facilities and operating conditions permit.

Carrier shall not be obligated to accept Petroleum Product for transportation during any calendar month unless the Shipper shall, on or before the fifteenth (15th) day of the preceding calendar month notify the Carrier, in writing or

on printed nomination forms, supplied by the Carrier upon request, of the kind and quality of such Commodity to be shipped. Nominations received after the 15th day of the preceding calendar month will be accepted only until total Capacity of the System has been nominated.

Item 6 Apportionment of the Capacity of Facilities (Prorationing)

When more Petroleum Product is offered by the Shippers to the Carrier under this tariff than can be transported and delivered currently, the transportation and services provided by the Carrier shall be apportioned among all Shippers to be equitable to all Shippers.

Item 7 Title

A nomination for Shipment of Petroleum Products shall be deemed a warranty of title by the party making the Nomination. The Carrier may, in the absence of adequate security, decline to receive any Petroleum Product which is in litigation or as to which a dispute over title may exist or which is encumbered by a lien. By nominating Petroleum Products, the Shipper agrees to hold Carrier harmless from any and all loss, cost, liability, damage, and/or expenses resulting from disputes, encumbrances, or failure of title.

Carrier will account for custody transfer of Petroleum Product as receipt and/or delivery points, as evidenced by duly authorized receipt/delivery Tickets of the Carrier.

Item 8 Payment of Transportation and Other Charges

The Shipper and Consignee shall be jointly and severally liable to Carrier for all applicable transportation charges and other lawful charges accruing on Petroleum Products delivered to and accepted by Carrier and shipment. If required by Carrier, the Shipper or Consignee shall pay or furnish guaranty of payment for transportation to the Carrier before acceptance of Shipment.

Carrier will invoice Shipper each month for transportation and other lawful charges on petroleum Products delivered to Shipper and/or Consignee during the previous month. If such an invoice is not paid within ten (10) days of date of Carrier's invoice, the Shipper and Consignee will become liable for the payment to Carrier of interest from invoice date until paid at an annual rate equivalent to 125% of the prime rate of interest charged by the Citibank N.A. of New York, New York on ninety (90) day terms as of the due date or the maximum rate allowed by law, whichever is less.

In addition, Carrier shall have a lien on all Petroleum Products delivered for transportation to secure payment of any and all unpaid penalties, transportation charges and other charges that are due to Carrier by Shipper or Consignee, and Carrier may withhold such Petroleum Products from delivery, without liability until unpaid penalties or charges have been paid. If such penalties and charges remain unpaid for 30 days after notice and demand therefore, Carrier shall have the right, either directly or through an agent, to sell such Petroleum Products within the custody of Carrier. From the proceeds of such sale, Carrier shall pay itself all penalties, transportation, demurrage, other lawful charges and fees and interest due to Carrier, including, without limitation, expenses incident to the sale. The balance of the proceeds from such sale, if any, shall be held by Carrier for whomever may be lawfully entitled thereto. If the proceeds from such sale are not sufficient, Shipper or Consignee shall remain liable for any deficiency including any interest charges.

Item 9 Liability of Carrier

- (a) The Carrier, while in possession of any Petroleum Products herein described, shall not be liable for any loss thereof, damage thereto, or delay caused by fire, explosion, earthquake, storm, flood, epidemics, acts of God, riots, sabotage, strikes, the authority of law, or an act or default of the Shipper or Consignee, the requisition or necessity of the Government of the United States in time of war or national emergency, or from any cause whatsoever, whether enumerated herein or not, except by Carrier's sole negligence. In case of any loss of a commodity for which Carrier is not liable, each Shipper of that commodity shall bear the loss, damage, or delay and the consequences thereof in the proportion that the amount of such Shipper's Commodity received and undelivered in the custody of Carrier for transportation in the System at the time of loss, damage, or delay occurs. The Shipper shall be entitled to have delivered only such portion of his Shipment as may remain after deduction of his due proportion of such loss.
- (b) In addition to any loss of Petroleum Product covered by the preceding paragraph of this item, some gain or loss is unavoidably incident to pipeline transportation due to the inherent nature and characteristics of Petroleum

Products and transportation of same. If a Shipper's or Consignee's Petroleum Product is lost in transit, Carrier may obtain and deliver to Shipper or Consignee other Commodities for the same quantity and substantially the same grade as that which is lost, but Carrier shall not be obligated to do so. In the alternative, Carrier may compensate Shipper or such loss at market price for that particular grade of Petroleum Product as agreed upon by both parties in United States currency.

Item 10 Measuring and Testing

All Petroleum Products accepted by Carrier for transportation shall be gauged or metered and may be tested by a representative of the Carrier or by automatic equipment, approved by the Carrier, prior to its receipt from the Shipper. The Shipper or Consignee has the privilege for being present or represented at the gauging, metering, or testing. If tank tables are used, quantities will be computed from correctly compiled tank tables showing one hundred percent (100%) of the full capacity of the tanks.

Volumes shall be corrected from the observed temperature, which has been recorded to the nearest whole or half degree, to 60 degrees Fahrenheit using the current addition of the American Petroleum Institute Manual of Petroleum Measurement Standards, Chapter 11.1, Volume II, Table 5b Generalized Products Correction of Observed Gravity to API Gravity at 60 degrees Fahrenheit and Table 6b Generalized Products Correction of Volume to 60 degrees Fahrenheit against API gravity at 60 degrees Fahrenheit (American Society of Testing Materials D1250). The net balance at sixty degrees (60°) Fahrenheit will be the quantity deliverable by Carrier.

Carriers participating in tariffs make specific reference to this tariff may make adjustments for shortages in their pipeline systems. The authority and amount of any adjustments may be found in the Rules and Regulations of those participating Carriers.

Item 11 Separate Pipeline Agreements

Separate agreements in connection with delivery pipelines, connections or other facilities ancillary to the System and in accordance with this tariff may be required of any Shipper or Consignee before any duty for transportation shall arise.

Item 12 Claims, Suits, Timing for Filing

As a condition precedent to recovery for loss, damage, or delay to shipments, claims must be filed in writing with the Carrier within nine (9) months and one (1) day after delivery of the Petroleum Products, or, in the case of failure to make delivery, then within nine (9) months and one (1) day after a reasonable time for delivery has elapsed; and suits arising out of such claims shall be instituted against the Carrier only within two (2) years and one (1) day from the date of delivery, or within two (2) years and one (1) day after a reasonable time for delivery has elapsed. Where claims are not filed or suits are not instituted thereon in accordance with the foregoing provisions, Shipper agrees that Carrier will not be liable and such claims will not be paid.

Item 13 Application of Rates, Charges, Rules and Regulations

Petroleum Products accepted for transportation shall be subject to the rates, charges, rules and regulations in effect on the date of receipt of such Petroleum Products by the Carrier. Transportation and all other lawful charges will be collected on the basis of the net quantities of Petroleum Product delivered. All net quantities will be determined in the manner provided in Item 10.

Petroleum Products received at an established origin point on Carrier's System, which origin point is not named in the tariff making reference hereto, but which is intermediate to a point from which rates are published in said tariffs, through such unnamed point, will be assessed the rate in effect from the next more distant origin point published in the tariff. Petroleum Products delivered to an established delivery point, on the Carrier's System, which is not named in the tariff making references hereto, but which is intermediate to a destination to which rates are published in said tariffs, through such unnamed point, will be assessed the rate in effect to the next more distant delivery point on the tariff.

Item 14 Reconsignment

Change in destination and/or routing from that previously specified or nominated will be permitted upon written request or oral request if confirmed later in writing provided the change request is received by the originating Carrier

prior to delivery out of this Carrier's System. All changes pursuant to this item are subject to the rates, rules, and regulations in the applicable tariffs from point of origin to the designated final destination, and provided that no out-of-line or backhaul movements are necessary.

Item 15 Charges for Spill Compensation Acts and Regulations

In addition to the transportation charges and all other charges accruing on Petroleum Products accepted for transportation, a per barrel charge will be assessed and collected in the amount of any tax, fee, or other charge levied against the Carrier in connection with such Petroleum Product by a federal, state, or local government or agency which levies a tax, fee, or other charge, on the receipt delivery, transfer, or transportation of such Petroleum Products within such government's jurisdiction for the purpose of creating a fund for the prevention, containment, and/or removal of spills and/or reimbursement of persons sustaining loss or damage therefrom, and/or preparation for response spills.

Item 16 Storage in Transit

Tankage requirements will be provided by the Shipper and/or Consignee at origin, transfer, and destination points.

Item 17 Identity of Petroleum Product

Acceptance of Petroleum Products for transportation shall be upon the condition that said Commodities shall be subject to such changes in gravity or other characteristics while in transit as may result from normal pipeline operations. Carrier will use due diligence to transport such Commodities to destination with a minimum amount of contamination. Carrier will not be liable for discoloration, contamination or deterioration of Petroleum Products transported, unless such discoloration, contamination or deterioration is caused solely by negligence of the Carrier.

Carrier will use its best efforts to maintain the identity of individual Shipments of Petroleum Products. However, in view of the impracticability of maintaining the exact identity of shipments at all times, the Carrier reserves the right at any time to substitute and deliver a Commodity of the kind and quality of the Petroleum Product shipped.

Item 18 Scheduling of Shipments

All Shippers desiring to move Petroleum Products through the Carrier's System shall provide information needed by Carrier to schedule each shipment. Carrier may refuse to receive Petroleum Products for transportation until Shipper has provided Carrier with such information.

Item 19 Compliance with Laws and Other Requirements

The Carrier reserves the right to reject any and all Petroleum Products offered for shipment when the Shipper or Consignee fails or is unwilling to comply with all applicable laws, rules, regulations, or requirements of any governmental authorities regulating shipments or deliveries of Petroleum Products or fails to demonstrate to the Carrier's satisfaction that the shipment would be in conformance with the provisions of the Carrier's tariff.

Item 20 Evidence of Receipts and Deliveries

Petroleum Product received from the Shipper and delivered to the Shipper or any Consignee shall, in each instance, be evidenced by tickets showing opening and closing tank gauges or meter readings as applicable, temperature, and any other data essential to the determination of quantity. The Shipper and/or Consignee may at its discretion witness the receipt and/or delivery of the Petroleum Product shipped.

Item 21 Inhibitors

Carrier reserves the right to require, approve, or reject the injection of corrosion inhibitors, viscosity or pour point depressants or other such additives in the Petroleum Product to be transported.

Item 22 Severability

If any term or provision of these Rules and Regulations or any application thereof shall be invalid or unenforceable, (a) the remainder of these Rules and Regulations or any application of such term or provision shall not be affected thereby and (b) such term or provision of these Rules and Regulations or application thereof shall be excused and canceled without liability.

Explanation of Reference Marks

[C] Canceled
[I] Increased