

F.E.R.C. I.C.A. OIL TARIFF

F.E.R.C. No. 226.3.0

(Issued in lieu of F.E.R.C. No. 226.2.0, which
was rejected and cancels F.E.R.C. No. 226.1.0)

SUNOCO PIPELINE L.P.

LOCAL PIPELINE TARIFF

CONTAINING

RATES, RULES & REGULATIONS

GOVERNING THE TRANSPORTATION AND HANDLING OF

PROPANE

TRANSPORTED BY PIPELINE

FROM

ORIGIN STATIONS IN WEST VIRGINIA, OHIO, PENNSYLVANIA & INDIANA

TO

DESTINATIONS IN PENNSYLVANIA & NEW YORK

Filed under authority of 18 C.F.R. §342.3 (Indexing).

The rates named in the tariff are expressed in cents per U.S. Gallon and are subject to change as provided by law; also the rules and regulations published herein, supplements hereto and reissues hereof are also subject to change as provided by law.

[N] 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.

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RULES AND REGULATIONS**Item 5 General Application of Tariff**

Propane will be transported through Carrier's facilities only as provided in this tariff.

Item 10 Definitions

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

"Barrel" means forty-two (42) United States Gallons at sixty (60) degrees Fahrenheit and equilibrium vapor pressure.

"Carrier" means Sunoco Pipeline L.P.

"Consignee" means anyone to whom a shipment or portion of a shipment is consigned when delivered from Carrier's pipeline.

"Day" means a period of twenty-four (24) hours, beginning at 8:00 a.m., local time at Houston, Texas and continuing until the next 8:00 a.m.

"Destination Point" means one of the following: Schaefferstown, located in Lebanon County, Pennsylvania or Schuyler County, New York.

"Gallon" means a United States gallon of 231 cubic inches of liquid at 60° Fahrenheit and at the equilibrium pressure of the liquid.

"Origin Point" means one of the following: Tappan Lake, Harrison County, Ohio (40.317197, -81.076606); Todhunter, Butler County, Ohio (39.473158, -84.361470); Follansbee, Brooke County, West Virginia (40.353705, -80.533308); Floreffe Junction, Allegheny County, Pennsylvania (40.257216, -79.931348); Seymour, Jackson County, Indiana (39.025703, -85.850851).

"Propane" means a liquid hydrocarbon product meeting the specifications set forth in Item 20.

"Shipper" means the party who contracts with Carrier for the transportation of Propane under the terms of this tariff.

"Tender" means the offer by a Shipper to Carrier of a stated quantity of Propane for transportation from a specified origin or origins to a destination or destinations stated in Carrier's tariff in accordance with these specific rules and regulations.

Item 15 Commodity

The Carrier will transport Propane exclusively and will not accept tenders of any other commodity for transportation.

Item 20 Propane Acceptance Specifications, Certificate, Testing, and Rejection

- (a) Propane tendered to Carrier shall be accepted for transportation only when it meets the specifications contained in Carrier's then current product specification, as such may be modified from time to time. A copy of the document is available upon request from the tariff compiler referenced on the title page of this tariff.
- (b) Carrier may require Shipper to furnish a certificate setting forth the specifications of each shipment of Propane delivered to Carrier for transportation.
- (c) Carrier may, but is not required to, sample and test any shipment of Propane delivered to Carrier for transportation, and such test may be performed before or after acceptance of such Propane. In the event of any variance between any certificate supplied by Shipper under Item 20(b) and the test performed by Carrier, the latter shall prevail. If requested by Shipper, Carrier will furnish to Shipper a certified sample to enable Shipper to check the accuracy of Carrier's analysis.
- (d) Shipper shall indemnify and save Carrier harmless from and against any and all loss sustained by Carrier or by other Shippers by reason of contamination or damage to other Propane in Carrier's custody or by reason of damage

to Carrier's pipeline or other facilities, including damage to third-party facilities, caused by failure of the materials accepted for transportation to be Propane as defined in this Item, whether or not Carrier has performed the test described in Item 20(c) above.

- (e) If Carrier shall at any time determine that material then in its custody belonging to Shipper does not meet the specifications of this Item 20, Carrier shall have the right to do one or more of the following: (i) to process or cause the processing of such material so as to cause such material to conform to the specifications of this item; (ii) to suspend further acceptance of that shipment; (iii) to suspend transportation of that material; (iv) to store that material; (v) to dispose of that material; and (vi) to take such other steps as Carrier deems necessary to protect the property of Carrier and the property of other Shippers in Carrier's custody, and Shipper agrees to reimburse Carrier for all direct and indirect expenses reasonably incurred by Carrier therefor.

Item 25 Tender Procedure and Scheduling of Shipment

- (a) Tenders will be accepted only for transportation from facilities connected to Carrier when a tariff covering the proposed movement is lawfully in effect.
- (b) A Shipper desiring to tender Propane to Carrier for transportation under this tariff shall make such tender in writing on Carrier's then effective Tender of Shipment form, which form will be supplied by Carrier to any Shipper or prospective Shipper upon request.
- (c) Tenders must be made no later than the twelfth (12th) day of the Month preceding the Month of shipment.
- (d) Carrier may, but is not required to, waive all or any part of the requirements and limits stated in this Item 25.

Item 30 Tender Quantities and Minimum Shipment

- (a) Subject to Item 30(b), Propane may be tendered to Carrier in any quantities, provided that the total quantity tendered by a single Shipper for transportation to a connecting Consignee must equal or exceed the minimum tender requirements specified from time to time by such connecting Consignee.
- (b) Carrier will not accept for transportation any single shipment from one point of origin to one destination by Shipper which is less than 6,000 gallons.

Item 35 Withdrawal Procedures

In the event that Shipper or his Consignee fails to provide adequate facilities for receipt of Propane at the point of destination, as required by Item 35(a) hereof, Carrier shall have the right, on 6 hours' notice, to redirect or reconsign all or any part of such shipment subject to the rates, rules, and regulations applicable from point of origin to actual final destination, or to make whatever arrangements for disposition of all or any part of such Propane deemed by Carrier appropriate to clear its facilities, including the right of private sale for the best price reasonably obtainable. Carrier may be a purchaser at any such sale. Out of the proceeds of such sale, Carrier shall pay itself first for all transportation charges and other lawful charges and necessary expenses of sale and for all expenses incurred by Carrier in caring for and maintaining such Propane until disposed of, and Carrier shall hold the balance thereof for whoever may lawfully be entitled thereto.

Item 40 Identity of Shipments

Carrier will make deliveries out of a common stream of commingled shipments, and no attempt will be made to preserve the identity of individual shipments.

Item 45 Facilities at Origin and Destination; Storage and Terminal Service

- (a) Carrier will provide such facilities at the origin as it deems necessary for the operation of the pipeline. Product will be accepted for transportation hereunder only when Shipper has provided facilities satisfactory to Carrier capable of delivering Product at pressures and at volumetric flow levels required by Carrier.
- (b) Product will be accepted for transportation hereunder only when Shipper or consignee has provided the necessary facilities at destination for receiving such Propane at time of arrival without delay at pressures and at volumetric flow levels required by Carrier.

- (c) Delivery will be made at the applicable destinations during hours established from time to time by Carrier.
- (d) Carrier does not hold itself out to provide either storage of Shipper's Propane at origin, destination, or intermediate points or tank truck or tank car loading.

Item 50 Delivery

- (a) Carrier will transport and deliver Propane with reasonable diligence and dispatch.
- (b) Subject to the provisions of Items 35 and 45, after any shipment has had time to arrive at destination, Shipper or his Consignee must begin withdrawals at Carrier's then existing flow rates and pressures.
- (c) Upon failure of Shipper or his Consignee to remove or take delivery of any shipment, as provided in Item 50(b) hereof, the provisions of Item 35(b) shall be applicable.

Item 55 Product Downgrades and Transmix Recovery Fee

Shipper shall be responsible for product downgrades to and/or interfaces with respect to product shipped. For each Barrel of Product that is actually transported by Carrier, Shipper shall pay to Carrier an amount equal to \$0.34 per Barrel or, if greater, the actual costs incurred by Carrier from charges and fees imposed by third party operators for downgrades and/or interfaces on Shipper's product.

Item 60 Odorization

- (a) Carrier will not accept for transportation any Propane which has been odorized with ethyl mercaptan or other odorants.
- (b) Propane loaded and delivered by Carrier into a pipeline or storage of others will not be odorized by Carrier unless required by law or unless specific arrangements are made therefor between Carrier, Shipper, and the owner of such pipeline or storage.
- (c) Carrier shall not be liable for any damages or losses of any nature that is attributable to the delivery of Propane that is not odorized, and Shipper shall unconditionally indemnify and hold Carrier harmless therefrom.

Item 65 Measurement

Propane will be measured by Carrier upon receipt and delivery. Volume measurement shall be made at operating temperatures and pressures and corrected to sixty (60) degrees Fahrenheit and equilibrium vapor pressure in accordance with applicable ASTM-1P Petroleum Measurement Tables, as revised from time to time.

Item 70 Loss Allowance and Quantity Deliverable

Carrier will deduct from all quantities of Propane received from Shippers at point of origin:

- (i) A loss allowance of fifty hundredths of one percent (0.5%) of volume received; and
- (ii) Losses, if any of the type covered by Item 100(b) for which Carrier is not liable; and Carrier will deliver the balance to Shipper or his Consignee.

Item 75 Proration of Pipeline Capacity

When the total volume of Propane tendered by all Shippers under this tariff is greater than the volume which can be transported and delivered currently, Carrier will prorate available capacity among all Shippers making good faith tenders of shipments so as to avoid unjust discrimination.

Item 80 Title

A tender of Propane for shipment shall be deemed a warranty of title by the party tendering. Carrier may, in the absence of adequate security, decline to receive any Propane which is in litigation, or as to which a dispute over title may exist or which is encumbered by law. Tender of Propane shall constitute a warranty and guarantee by the party tendering that it has good title thereto and that it agrees to hold Carrier harmless from and against any and all claims, losses, costs, liabilities, damages and/or expenses resulting from disputes, encumbrances, or failures of title thereto. Acceptance of Propane for transportation shall not be deemed a representation by Carrier as to title.

Item 85 Rates Applicable

Propane transported shall be subject to the rates in effect on the date such Propane is received by Carrier.

Item 95 Payment of Transportation and Other Charges; Credit Assurances; Liens

- (a) 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 Carrier. If said charges remain unpaid for ten (10) days after the date on Carrier's invoice therefor, such amounts shall bear interest at the rate of ten percent (10%) per annum, or the maximum interest rate permitted by applicable law, whichever is less, from the date of delivery until paid. If such charges remain unpaid for twenty-five (25) days after the date on Carrier's invoice therefor, Carrier may dispose of such Propane by public or private proceedings in one or more contracts. Sale or other disposition may be as a unit or in parcels and at any time and place and on any terms which are commercially reasonable. The proceeds of disposition shall be applied in the following order: (i) to the reasonable expenses of holding, preparing for sale, selling and, to the extent allowed by law, reasonable attorney's fees and legal expense incurred by Carrier; and (ii) to the satisfaction of the indebtedness secured hereby. Carrier will account to Shipper for any surplus, and Shipper is liable to Carrier for any deficiency.
- (b) In the event Carrier determines that the financial condition of a Shipper or Shipper's guarantor (if any) is or has become impaired or unsatisfactory or Carrier determines it is necessary to obtain security from a Shipper, Carrier, upon notice to Shipper, will require any of the following prior to Carrier's delivery of Shipper's Products in Carrier's possession or prior to Carrier's acceptance of Shipper's Products: (i) prepayment of all charges by wire transfer and shall be held by the Carrier without interest accruing thereon until credited to the Shipper, (ii) 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 (iii) 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.
- (c) Carrier shall have a lien on all Propane or other products in its possession belonging to Shipper to secure the payment of charges due by said Shipper and may withhold from delivery until all of such unpaid charges shall have been paid. If such charges shall remain unpaid for ten (10) days after notice of readiness to deliver, or if Shipper has less than five thousand (5,000) gallons of Products in Carrier's system which Shipper fails to remove after ten (10) days' notice from Carrier, Carrier shall have the right to sell the product at public or private sale. Carrier may be a bidder and purchaser at such sale. From the proceeds of such sale, Carrier may pay itself all charges lawfully accruing and all expenses of such sale, and the balance remaining, if any, shall be held for whomsoever may be lawfully entitled thereto.

Item 100 Liability of Carrier

- (a) Carrier will assume no liability when operational scheduling and other problems encountered in pipeline operations prevent its ability to maintain schedules or comply with Shipper's withdrawal requirement.
- (b) Carrier, while in possession of any Propane, will not be liable for any loss thereof, or damage thereto, or delay, caused by act of God, war, sabotage, the public enemy, quarantine, epidemics, the authority of law or public authority, strikes, riots, insurrection, fire, flood, inherent nature of the goods, or the act or default of the Shipper or Shipper's Consignee, or from any cause whatsoever, whether enumerated herein or not, except due to Carrier's sole negligence. Any losses of Propane for which Carrier is not liable will be charged proportionately to each Shipper in the ratio that his Propane, received and undelivered at the time the loss occurs, bears to the total of all Propane then in the custody of Carrier, and Carrier will be obligated to deliver only that portion of such Propane remaining after deducting Shipper's proportion of such loss determined as aforesaid. Transportation charges will be assessed only on the quantity delivered.

Item 105 Claims, Suits, and Time for Filing

As a condition precedent to recovery of any losses or damages suffered by Shipper for which Carrier may be responsible, the Shipper's claims must be filed in writing with Carrier within nine (9) months and one (1) day after delivery of shipment or in case of failure of Carrier to make delivery, within nine (9) months and one (1) day after

delivery should have been made based upon then existing operating conditions and transit time; and suits will be instituted against Carrier only within two (2) years and one (1) day from the day when notice in writing is given by Carrier to the claimant that Carrier has disallowed the claim or any part or parts thereof specified in the notice. If claims are not filed or suits are not instituted thereon, in accordance with the foregoing provisions, Carrier shall not be liable and such claims will not be paid.

Item 115 Legality of Shipments

Carrier reserves the right to refuse to accept for shipment any tender when the Shipper or Consignee has failed to comply with all applicable laws, rules and regulations made by any governmental authorities regulating shipments of Propane.

TABLE OF RATES

| From | To | Rate in Cents per Gallon |
|---|---|---------------------------------|
| Tappan Lake, Harrison County, Ohio | Schaefferstown, Lebanon County, Pennsylvania | [I] 18.86 ¹ |
| Todhunter, Butler County, Ohio | | |
| Follansbee, Brooke County, West Virginia | | |
| Floreffe Junction, Allegheny County, Pennsylvania ² | | |
| Seymour, Jackson County, Indiana | Schuyler County, New York ³ | [I] 18.86 ¹ |
| Seymour, Jackson County, Indiana | | |

¹Subject to Item No. 55 and to adjustment each July 1st in accordance with the indexing set forth in FERC regulations 18 C.F.R. §342.3 or any successor thereto.

²Rates with Floreffe Junction, Pennsylvania as origin are applicable only on shipments of Propane which originate in West Virginia and are tendered to Carrier at Floreffe Junction for completion of interstate pipeline transportation of the Propane.

³The Schuyler County, New York Destination Point is only available during the months of April through September.

Explanation of Abbreviations and Reference Marks

- [I]** **Increased**
- [N]** **New**
- ASTM** **American Society for Testing Materials**
- F.E.R.C.** **Federal Energy Regulatory Commission**
- IP** **The Institute of Petroleum**
- No.** **Number**