

Colorado P.U.C. Pipeline Tariff No. 13

(Cancels Colorado P.U.C. Pipeline Tariff No. 12)

NuStar Logistics, L.P.

COLORADO LOCAL PIPELINE TARIFF NO. 12

Containing the Rates, Rules and Regulations Governing the
Intrastate Transportation of

PETROLEUM PRODUCTS

From	To	Rate in Dollars Per Barrel of 42 U.S. Gallons
NuStar Logistics, L.P. Terminal Colorado Springs, Colorado	City of Colorado Springs Airport Jet Fuel Depot Colorado Springs, Colorado	[I] \$0.3251

The rates named in this tariff are for the transportation of Petroleum Products by pipeline to the Terminal Point named herein.

The rates named are expressed in cents a barrel and are subject to change as provided by law, also to rules and regulations named herein.

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

Issued in compliance with the Colorado Public Utilities Commission's Decision C96-415, adopted on April 17, 1996 pursuant to Docket No. 96A-059.

Issued under Advice Letter No. 12.

ISSUED: May 15, 2019

EFFECTIVE: July 1, 2019

Issued By:

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Symbols:

[I] Increase

Colorado P.U.C Tariff No. 13**(Cancels Colorado P.U.C. No. 12)****RULES AND REGULATIONS**

Carrier will receive Petroleum Products for transportation from the named origins to the named destinations under the following conditions:

ITEM No.	SUBJECT	RULES AND REGULATIONS
5	"Carrier" "Petroleum Products" and "Barrel" Defined	"Carrier" as used in these rules and regulations, means and refers to NuStar Logistics, L.P. "Petroleum Products", as used in these rules and regulations, shall mean and be limited to Jet Fuel. "Barrel", as used in these rules and regulations, means forty-two (42) United States Gallons.
10	Specifications Required	Petroleum Products will be accepted for transportation to the Terminal Point only at such time as Petroleum Products of the same quality and specifications are currently being transported from receiving point to Terminal Point.
15	Minimum Tender, Quantity and Place of Delivery	Petroleum Products of the required specifications may be tendered for transportation in quantities of not less than five hundred (500) barrels from one consignor, consigned to one consignee.
20	Identity of Shipment	It being impractical to maintain the identity of each inbound lot of Petroleum Products, substitution of barreage, but not one kind of commodity for another, will be permitted. Petroleum Products will be accepted for transportation only on the condition that same shall be subject to such changes in gravity, color, quality, or characteristics while in transit as may result from normal pipeline operations.
25	Acceptance Free From Liens And Charges	Petroleum Products will be accepted for transportation only when free from all liens and charges.
30	Origin and Destination Facilities	(a) Shipper will furnish facilities to deliver Petroleum Products to the Carrier's origin station. (b) Shipper must provide facilities at destination for receiving such products promptly on arrival at destination. (c) At origin location certain Carrier storage facilities may be used for accumulating shipments when such operations do not interfere with pipeline operating procedures. Such accumulating operations shall be wholly at the option of Carrier and no extra charge will be made for such accumulation use. (d) No storage facilities are furnished by Carrier at destination point. (e) Carrier will be under no obligation to accept Petroleum Products for transportation until or unless Carrier has scheduled storage space available as required in sections (a) and (b) above.
35	Pipeage Contracts Required	Separate Pipeage contracts in accord with this tariff and these regulations covering further details may be required of the proposed shipper before any duty of transportation shall arise.
40	Gauging and Testing	Petroleum Products will be tested and preliminary gauged by Carrier's representatives in Shipper's tanks prior to the acceptance thereof. Volumes of products received will be determined by meter readings at point of origin.
45	Temperature	Petroleum Products will be received and delivered on the

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	Corrections	basis of volume corrections for temperature from observed temperatures to 60° Fahrenheit.
50	Payment of Transportation and Other Charges	The transportation and all other charges accruing on Petroleum Products accepted for shipment, based on the rates applicable to the terminal point proper at which delivery is made, if required by Carrier, will be paid before release of Petroleum Products from the custody of the Carrier, or if required by Carrier, will be prepaid at point of origin. Petroleum Products accepted for such transportation shall be subject to a lien for all lawful charges.
55	Liability of Carrier	<p>The Carrier will deliver at the Terminal Point with reasonable diligence, the quantity of Petroleum Products received for transportation. The Carrier shall not be liable for any delay or loss of products occasioned by war, invasion, hostilities, rebellion, insurrection, seizure or destruction under quarantine or customs regulations, or confiscation by order of any government or public authority, or risks of contraband or illegal transportation or trade. In the event of such loss each owner's share of the loss shall be in the same proportion as its share of the total quantity of the shipments involved in the loss, and each such owner shall be entitled to receive only so much of its share remaining after its due proportion of the loss is deducted. The Carrier shall compute the quantities of loss, and shall prepare and submit a statement to the owners showing the apportionment of the loss among the owners involved.</p> <p>The Carrier will not be liable for discoloration, contamination, or deterioration of Petroleum Products transported, unless such discoloration, contamination, or deterioration results from negligence of the Carrier in movement or handling of the product through the facilities of the Carrier. In the event of such damage, each owner's share of the damaged product shall be in the same proportion as its share of the total quantity of shipments involved, and each such owner shall be allocated only its proportionate share of damaged product. The Carrier shall prepare and submit a statement to the owners showing the apportionment of the damaged product among the owners involved.</p>
60	Claims, Time For Filing	Except where property is lost or damaged in transit by carelessness or negligence of the Carrier, claims for loss or damage must be made in writing to the Carrier within nine (9) months after delivery of the property, or in case of a failure to make delivery, then within nine (9) months after a reasonable time for delivery has elapsed. Suits for loss or damage shall be instituted only within two (2) years and (1) day after delivery of the property, or in case of a failure to make delivery, then within two (2) years and one (1) day after a reasonable time for delivery has elapsed; provided, however, that where claims have been duly filed with the Carrier, suit must be brought within two (2) years and one (1) day after 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 for loss or damage are not filed or suits are not instituted thereon in accordance with the foregoing provisions, such claims will not be paid and the Carrier will not be liable.
65	Proration Policy	Nominations of shipments must be received in writing forty-five days prior to the first day of the month during which

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		<p>transportation of the nominated volume is to begin. NuStar Logistics, L.P. will notify Shippers within thirty working days if the nominated volumes exceed system capacity, indicating a proration is possible.</p> <p>When the total nominated volumes for any month exceed the capacity, the total nominated volume shall be divided into capacity to determine the "proration rates".</p> <p>Each Shipper's allocation shall be determined by multiplying its nomination by the applicable proration ratio.</p> <p>NuStar Logistics, L.P. shall notify Shippers of such proration and the amount of space that will be allocated to each no later than the first working day of the shipping month.</p> <p>If a Shipper fails to use the prorated space, Shipper's allocated volume for each subsequent prorated scheduling period shall be reduced by up to the amount of unused space, except in the event such failure is in the sole opinion of NuStar Logistics, L.P. due to causes beyond the reasonable control of the Shipper in which event, Shipper shall not be penalized in its allocated volume for subsequent prorated scheduling periods.</p> <p>If Shipper's failure to use its allocated space is not beyond Shipper's control, then its space shall not only be reduced for succeeding months of prorationing, but if at the end of any prorationing period, Shipper has a space deficit, such space deficit shall carry over to subsequent prorationing periods and shall not terminate when any particular prorationing period terminates.</p>