

**FERC ICA OIL TARIFF****F.E.R.C. No. 71.14.0**  
(Cancels F.E.R.C. No. 71.13.0)**NuStar Logistics, L.P.****LOCAL PIPELINE TARIFF**Containing the Rates, Rules and Regulations Governing the  
Interstate Transportation by Pipeline of**NAPHTHA**

From	To	Rate in Dollars Per Barrel of 42 U.S. Gallons	
United States/Mexico International Boundary (near Penitas, Hidalgo County, Texas).	Brownsville, Cameron County, Texas	1 to 15,000 bpd	[U] \$0.9900
		15,001 to 17,500 bpd	[U] \$0.9273
		17,501 bpd or more	[U] \$0.7642

Issued under authority of 18 C.F.R. § [C] ~~342.3 (Indexing)~~ [N] 341.3 (Form of Tariff).[N] Issued on less than one days' notice under authority of 18 C.F.R. § 341.14. This tariff publication is conditionally accepted subject to a refund pending a 30-day review period.

~~[C] To the extent that all or any portion of the Commission's January 20, 2022 order is reversed on rehearing or appeal and the index for the current five-year period is increased from the March 1 Index level, the Carrier reserves the right to collect from shippers the positive difference, if any, between the rates resulting from application of the March 1 Index and the rates resulting from application of the new index, for all barrels shipped from March 1, 2022 forward.~~

Subject to the Rules and Regulations set forth in Items 1 to 100, herein.

ISSUED: March 14, 2022

EFFECTIVE: March 14, 2022

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

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Symbols:

[D] Decrease [U] Unchanged rate [N] New [C] Cancel [I] Increase

INDEX OF COMMODITIES

Naphtha, subject to the definitions and specifications set forth herein.

RULES AND REGULATIONS

ITEM 1 GENERAL APPLICATION OF TARIFF

Carrier will transport Naphtha, only as defined herein, by pipeline from the points of origin to the destinations named herein, only as provided in these rules and regulations. Carrier may also transport Naphtha or other petroleum products subject to the rules and regulations of other filed intrastate tariff(s) governing the interstate or intrastate movement of Naphtha or other petroleum products on portions of the pipeline located at or between the points of origin and destination set forth in this Tariff. Any Delivery Adjustments or Proration of Pipeline Capacity involving both interstate and intrastate shipments shall be governed by the provisions of this Tariff.

ITEM 5 DEFINITIONS

"ASTM"	refers to the American Society for Testing Materials.
"Barrel"	means forty-two (42) United States gallons at sixty degrees Fahrenheit (60°F.) determined as prescribed in Item 35 (Measurement).
"bpd"	means Barrels per day.
"Batch(es)"	means a quantity of Naphtha moved in a pipeline as an identifiable unit.
"Carrier"	means and refers to NuStar Logistics, L.P.
"Consignee"	means the party having ownership of Naphtha transferred to them.
"Consignor"	means the party which tendered Naphtha to Carrier for transportation.
"F.E.R.C."	means the Federal Energy Regulatory Commission.
"Governmental Authority"	means any federal, state, or local government or other political subdivision thereof, any entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government or any other government authority, agency, department, board, commission or instrumentality of the United States, any state of the United States or any political subdivision thereof, any court, tribunal or arbitrator(s) of competent jurisdiction, and any governmental or non-governmental self-regulatory organization, agency or authority.
"Law"	means any applicable federal, state, local, municipal or other administrative order, constitution, ordinance, law, decree, directive, injunction, order, permit, requirement, statute, regulation, rule or code issued or promulgated by a Governmental Authority.
"Liability"	means any and all actions, causes of action, claims, charges, damages, demands or fines, of any kind or character and related costs (including court costs, reasonable defense costs and attorneys' fees, settlement costs, and other expenses of litigation), lawsuits, liabilities, losses, obligations, penalties, proceedings, and suits.
"Naphtha"	means Naphtha, as specifically defined in Item 15 that is transported through the pipeline as a Segregated Batch.
"ppm"	means parts per million.
"Segregated Batch"	means a quantity of Naphtha meeting the specifications set forth in Item 15, for which the Shipper desires separate identity and segregation.

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"Shipper"	means any party who gives notice to transport Naphtha under the provisions outlined in this Tariff.
"Interface Mixture"	is that mixture occurring between adjoining batches of Naphtha having similar physical characteristics which can be absorbed into the adjoining Batches.
"International Boundary"	means land and river boundaries that demarcate between the United States jurisdictional lines and another country's jurisdictional lines in accordance with existing international agreements.
"Tariff"	means this F.E.R.C. tariff.
"Transmix"	is that mixture occurring between adjoining batches of Naphtha or other petroleum products having dissimilar physical characteristics which cannot be absorbed into the adjoining Batches.

**ITEM 10            SCHEDULING OF SHIPMENTS**

Shipper desiring to originate Naphtha shall furnish Carrier a written notice ("Shipment Notice") by the fifteenth (15<sup>th</sup>) day of the month prior to the calendar month in which Shipper desires transportation. If the fifteenth (15<sup>th</sup>) day of the month falls on a weekend or holiday, Shipment Notices are due on the last workday before the fifteenth (15<sup>th</sup>). A "workday" shall be a Monday, Tuesday, Wednesday, Thursday or Friday of a calendar week, except when a Federal holiday falls on such day of the week. Shipment Notice shall specify the volume, the type of Naphtha being transported (IBP °C 30 or IBC °C 60] as set forth in Item 15), and origins and destinations of the Naphtha offered to Carrier. If Shipper does not furnish such notice, Carrier will be under no obligation to accept such Naphtha for transportation.

Naphtha will be accepted for transportation, subject to Items contained herein, at such time and in such quantity as scheduled by Carrier. Carrier will transport and deliver Naphtha with reasonable diligence and dispatch considering the quantity, distance of transportation, safety of operations, and other material factors.

**ITEM 15            PRODUCT ACCEPTANCE SPECIFICATIONS**

Naphtha shall mean naphtha with a minimum initial boiling point of 30°C and a final boiling point of 210°C meeting the applicable specifications set forth in this Item 15. Naphtha accepted for transportation in Segregated Batches shall meet the following specifications issued by Carrier and any additional specifications that may be promulgated by Carrier from time to time:

IBP °C 30 Naphtha Specs				
TEST	MIN	MAX		METHOD
IBP °C	30			ASTM D-86
FBP °C		210		ASTM D-86
Reid Vapor Pressure, psi		12.5		ASTM D-323
Copper Corrosion		1-B		ASTM D-130
Color, Saybolt	+15			ASTM D-156
H <sub>2</sub> S ( in vapor)		10 ppm		ASTM D-5705

IBP °C 60 Naphtha – Specs		
PARAMETER	METHOD	SPECIFICATION GUARANTEED
COLOR	ASTM-D-1500	5 MAX
WATER AND SEDIMENT (% VOL)	ASTM-D-1786	2.0 MAX
SPECIFIC GRAVITY	ASTM-D-1298	0.680 – 0.850
IBP °C	ASTM-D-86	60 MIN
Reid Vapor Pressure, psi	ASTM D-323	12.5 MAX
H <sub>2</sub> S in vapor	ASTM D-5705	10 ppm MAX

Naphtha, before tender, shall be dehydrated sufficiently to prevent the deposition of free water in pipeline, and shall be free of suspended aqueous chemical solutions and solid matter in suspension. Consignor and Shipper warrant to Carrier that any Naphtha tendered to Carrier will conform to the specifications for such Naphtha. If, upon investigation, Carrier determines that a Shipper has delivered to Carrier's facilities Naphtha that are not fungible with, or that has contaminated, the Segregated Batch being transported, rendering all or a portion of the Naphtha undeliverable, Carrier reserves the right to treat or otherwise dispose of the contaminated Naphtha in any reasonable commercial manner and at Shipper's sole expense.

Carrier reserves the right to refuse to accept any Naphtha that does not meet the foregoing acceptance requirements.

#### ITEM 20 ORIGIN AND DESTINATION FACILITIES

Carrier will not undertake to provide tankage for the receipt of Naphtha at the receiving point or for the delivery of Naphtha at destination. Shipments will be accepted for transportation only from tankage provided by Shipper at the established receiving point for delivery to Shipper, Consignor or Consignee at the International Boundary. Shipper, Consignor or Consignee shall make arrangements for transportation or delivery across the International Boundary and for compliance with all applicable laws, including, but not limited to, export and import requirements.

#### ITEM 25 TESTING

Shipper shall be required to furnish Carrier with a certificate from a licensed petroleum inspector setting forth the final tests showing the specifications of each shipment of Naphtha to be transported in Carrier's pipeline. Carrier may sample and/or test any such shipment prior to acceptance or during receipt, and in the event of variance between Shipper's certificate and Carrier's test, the latter shall prevail.

#### ITEM 30 MEASUREMENT AND VOLUME CORRECTIONS

No charge shall be made by Carrier for metering Naphtha upon receipt and delivery. All shipments tendered to Carrier for transportation shall be tested, gauged or metered by Carrier's representative prior to, or at the time of receipt from Shipper, but Shipper at all times may be present or represented during the testing, gauging or metering. Quantities shall be corrected as to temperature from observed temperatures to 60°F. Full deduction shall be made for all water and other impurities.

**ITEM 35                      DELIVERY ADJUSTMENTS**

(1) Carrier shall account to each Shipper for all Naphtha received. Carrier will adjust any overage or shortage of Naphtha with Shippers to allow for inherent losses or gains, including but not limited to shrinkage, evaporation, Interface Mixture, Transmix, product measurements and other physical losses, not due to the negligence of Carrier. The adjustments for any such losses or gains will be allocated monthly among the Shippers in the proportion that the total number of Barrels delivered out of the system for each Shipper bears to the total number of Barrels delivered out of the system for all Shippers.

(2) Interface Mixture occurring in Carrier's system will be delivered with compatible products moving in adjoining batches.

(3) Transmix occurring in Carrier's system shall be retained in Carrier's custody. The total Carrier inventory of Transmix occurring in Carrier's system in any calendar month will be allocated among the Shippers in the proportion that the total number of Barrels of Naphtha or other petroleum products delivered from Carrier's system for each Shipper bears to the total number of Barrels delivered from Carrier's system for all Shippers during that calendar month. Carrier reserves the right to dispose of accumulated Transmix, including the right to sell such Transmix on a bid or contractual basis for the account of its Shippers at private or public sale. Transmix disposed of will be sold on a bid or contractual basis for the account of Shippers, each Shipper being credited with its proportionate share of the net proceeds of the sale, less transportation charges. Carrier will settle with Shippers as provided in paragraph (1) of this item.

**ITEM 40                      IDENTITY OF SHIPMENTS**

Carrier will accept for transportation only good marketable Naphtha 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.

Subject to the foregoing, Carrier will, to the extent permitted by its existing facilities, endeavor to segregate such Naphtha during transportation and to make delivery of substantially the same Naphtha at destination; provided that Carrier may require Shipper to make such Naphtha available to Carrier in such quantities and at such specified times as may be necessary to permit such segregated movements via its existing facilities. Naphtha shall be accepted for transportation only on condition same will be subject to changes in gravity, color, quality or characteristics while in transit or as may result from unavoidable contamination and Carrier shall not be obligated to make delivery of the identical Naphtha received for transportation. Carrier reserves the right at any time to substitute and deliver Naphtha of the same character as the Naphtha shipped.

**ITEM 45                      PRORATION OF PIPELINE CAPACITY**

In the event Shippers' total requirements are greater than can be currently handled by Carrier, in order to allow Carrier to equitably allocate line capacity to all Shippers during any month for which nominations set forth in Shipment Notices for that month exceed capacity, Carrier, in its sole discretion, shall prorate available capacity so as to avoid discrimination among Shippers. The details of this procedure are set out in the following paragraphs.

Definitions except where the context requires another meaning, the following terms have the following meanings:

"Proration Month"	is the calendar month for which space is being allocated.
"Calculation Month"	is the calendar month just preceding the Proration Month for which space is being allocated.
"Base Period"	is the 12 calendar month period just preceding the Calculation Month. Individual months within the Base Period are designated by Nos. 1 through 12, with "Month 1" being the most recent Base Period month and "Month 12" being the oldest Base Period month.
"New Shipper"	is any Shipper who is not a Regular Shipper.
"Regular Shipper"	is any Shipper who had a record of movements of Naphtha in any eight (8) of Months 1 through 12 of the Base Period.

"Base Shipments"	are the average monthly movements over a line segment by a Regular Shipper during the Base Period. Base Shipments will be calculated as follows: by dividing the total movements by a Regular Shipper during the Base Period by the lesser of 12 or the number of months the Regular Shipper had a record of movements in the Base Period.
"Forecast Volumes"	is the total of all nominations set forth in Shipment Notices for a given calendar month. Carrier shall have the right to request Shippers to furnish in writing monthly forecasts of volumes to be shipped during the forward 24 calendar months. Carrier will carefully examine all Shipment Notices and Forecast Volumes using every means available to ensure that they are true and realistic and reserves the right to disregard any Shipment Notice or Forecast Volumes which appear to be inflated.
"Shipment Notice Basis"	means that the proration of capacity available pursuant to "Prorationing of Capacity" Item c. (see below) to New Shippers will be allocated among all New Shippers in proportion to the volumes of Naphtha tendered by each New Shipper for that month.

#### Prorationing of Capacity

- a. When capacity will be prorationed. capacity will be prorationed among all Shippers for any month for which Carrier determines, in its sole discretion, that the aggregate volume of Naphtha that all Shippers tender to all destinations in a pipeline segment exceeds capacity. Proration will be applied separately to each pipeline segment where a need for prorationing shall arise.
- b. Availability and allocation of capacity to New Shippers. Up to 10 percent of capacity shall be made available to New Shippers and will be prorated among them on a Shipment Notice Basis.
- c. Availability of capacity to each Regular Shipper. After the allocation of the portion of capacity to New Shippers, the remaining portion of capacity for that month shall be available to Regular Shippers who have tendered volumes for that month.
- d. Allocation to each Regular Shipper. Such remaining portion of capacity shall be allocated among Regular Shippers in proportion to their Base Shipments. In the event that the volume of Naphtha that would be allocated to a Shipper on the basis of Base Shipments is greater than the volume it tenders, the difference between its volume calculated on the basis of Base Shipments and its volume tendered will be reallocated among all other Regular Shippers in proportion to their Base Shipment percentages.
- e. Unused Allocated Capacity. Capacity that has been allocated to Regular Shippers but is not used would be re-allocated among all Shippers, both regular and new based on their proportion of allocated capacity for the month.

#### Proration Penalty

To penalize inflation of Shippers' nominations, a Shipper's space allocation for the next Proration Month will be reduced by the amount of allocated throughput not shipped in the preceding Proration Month unless such failure to use allocated throughput is excused by force majeure. For this purpose "force majeure" means any of the following which directly affects or involves facilities used in the production of Naphtha, and from which facilities Naphtha have been tendered for shipment under this tariff: acts of God, storm, flood, extreme weather, fire, explosions, acts of war, quarantine, authority of law, strikes, or riots.

#### General

Space allocated to a Shipper may neither be assigned by that Shipper nor used by that Shipper for the benefit of another Shipper. Upon request of Carrier, a responsible official of a Shipper's company may be required to give assurances to Carrier that this provision has not been violated. In the event such provision is violated, the allocated space for all Shippers involved in the violation shall be reduced by the amount of the unauthorized space obtained; the reduction being effective for the remainder of the current month as well as for the next month of proration for which pipeline capacity has not yet been allocated. Carrier may reallocate the space so withdrawn.

The Shipper shall pay all transportation and other lawful charges accruing on Naphtha delivered to and accepted by Carrier for shipment by the due date stated in Carrier's invoice (see Item 85). Carrier shall have a lien on all Naphtha in its possession belonging to Shipper to secure the payment of any and all unpaid transportation, or any lawful charges that are due Carrier, that are unpaid by Shipper, and may withhold such Naphtha from delivery until all unpaid charges have been paid. Carrier reserves the right to set-off any such charges against any monies owed to Shipper by Carrier or any Naphtha of Shipper in Carrier's custody. If said charges remain unpaid ten (10) days after the due date therefore, Carrier shall have the right, through an agent, to sell such Naphtha at public auction, on any day not a legal holiday, in not less than forty-eight (48) hours after publication of notice of such sale in a daily newspaper of general circulation published in the town or city where the sale is to be held, stating the time, place of sale, and the quantity and location of Naphtha to be sold. At said sale, Carrier shall have the right to bid, and if the highest bidder, to become the purchaser. From the proceeds of said sale, Carrier will pay itself the transportation and all other lawful charges, including expenses incident to said sale, and the balance remaining, if any, shall be held for whomsoever may be lawfully entitled thereto.

**ITEM 55                    ACCEPTANCE FREE FROM LIENS AND CHARGES**

When any Naphtha tendered for transportation are involved in litigation, a dispute over ownership or title, or encumbered by a lien or charge of any kind, the Shipper shall so advise Carrier in writing not less than five (5) business days before tendering for shipment. Carrier will refuse receipt of delivery of any Naphtha for transportation which is involved in litigation or in a dispute over ownership or title unless Shipper provides proof of Shipper's lawful right to ship such Naphtha or provides a satisfactory indemnity bond equal to the value of the Naphtha.

**ITEM 60                    LIABILITY OF CARRIER**

While in custody of any Naphtha, Carrier shall not be liable for loss thereof, or damage thereto, or any delay (including demurrage damages associated therewith) caused by, acts of God, public enemy, storm, flood, extreme weather, fire, explosion, by acts of war, quarantine, authority of law, government action, strikes, riots, by breakdown or accident to machinery or equipment, or by act of default of Shipper, Consignor or Consignee, or resulting from any other cause reasonably beyond the control of Carrier, whether similar or dissimilar to the causes herein enumerated, not due to the negligence of Carrier. Losses not due to the negligence of Carrier shall be allocated to the Shippers as provided in Item 35. Losses due to the negligence of Carrier shall be the obligation of Carrier to the extent of Carrier's negligence. Statement of losses, ascertained and computed by Carrier's standard accounting procedures, shall be accepted by Shipper as prima facie correct in the distribution and allocation of losses under this Item and Item 35. Any such loss, damage or delay shall be apportioned by Carrier to each shipment of Naphtha or portion thereof involved in such loss in the proportion that such shipment or portion thereof bears to the total of all Naphtha in the loss, and each Consignee shall be entitled to receive only that portion of its shipment remaining after deducting such Consignee's proportion as above determined of such loss. Carrier shall prepare and submit a statement to Shippers and Consignee showing the apportionment of any such loss. Carrier shall not be liable for discoloration, contamination or deterioration of Naphtha transported, unless such discoloration, contamination or deterioration results from the negligence of Carrier. Carrier will be obligated to deliver only that portion of Naphtha remaining after deducting for shrinkage, evaporation, other physical product loss, other physical product loss and Transmix contemplated under this Tariff. All such Naphtha product losses shall be accounted for as provided under this Item and Item 35.

Carrier will not be liable to Shipper for any consequential, incidental, indirect, punitive or special damages (including lost profits, lost business opportunities and loss of use) arising from or relating to this Tariff including if any of these damages are caused by loss, contamination, discoloration, deterioration, a change in density, or other change in quality of a Shipper's Naphtha resulting from Carrier's transportation of the Naphtha regardless of how caused and regardless of the theory of recovery.

Carrier will not insure the Naphtha. If Shipper desires to insure the Naphtha to which it has title while it is in Carrier's custody, Shipper will bear the cost of such insurance. Shipper and their insurance policies will waive any right of recovery/subrogation against Carrier.

Carrier will suspend transportation services on the system without Liability in order to comply with Law, to perform maintenance, testing, inspections, or repairs, or to prevent injuries to persons, damage to property, or harm to the environment.

**ITEM 65 CLAIMS TIME FOR FILING**

Notice of claims for delay, loss or damage must be made in writing to Carrier within nine (9) months after delivery of the Naphtha, or in the case of a failure to make delivery, then within nine (9) months after the date upon which delivery would have reasonably been completed by Carrier. Such written claim, as aforesaid, shall be a condition precedent to any suit. Suit against Carrier shall be instituted 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. Where claims are not filed or suits are not instituted thereon in accordance with the foregoing provisions, such claims will not be paid and the Carrier shall not be liable.

**ITEM 70 SCHEDULING OF DELIVERY**

When Shippers request delivery from the pipeline at a destination of a volume of Naphtha greater than can be immediately delivered, Carrier shall schedule delivery. Carrier shall not be liable for any delay in delivery resulting from such scheduling of delivery.

**ITEM 75 SEPARATE PIPELINE AGREEMENT**

Separate pipeline agreements in accordance with this Tariff and these regulations covering further details may be required by Carrier before any duty for transportation shall arise.

**ITEM 80 APPLICATION OF RATES**

The Rates set forth on the Title Page of this Tariff, in effect on the date Naphtha is received by Carrier for shipment, apply to all Naphtha shipped under this Tariff.

**ITEM 85 INVOICES**

Unless other arrangements have been required by Carrier, in advance, Shipper will be invoiced by the 10th day of the month following the month in which the shipment was completed, and payment will be due by wire transfer of immediately available funds on the 25th day of the month following the month in which the shipment was completed. For purposes of making such payments, a "Business Day" will be a day of the year on which banks are not required or authorized to be closed in New York City. Whenever any payment of Carrier's charges shall be stated to be due on a day that is not a Business Day, then payment shall be due on the next succeeding Business Day.

**ITEM 90 ROUTING**

The rates set forth herein apply via all routes of the Carrier except as otherwise specifically stated in the Tariff .

**ITEM 95 LINE FILL AND TANK BOTTOM INVENTORY**

Carrier will require each Shipper to supply a pro rata share of Naphtha necessary for pipeline and tankage fill to ensure efficient operation of the pipeline system prior to delivery. Naphtha provided by Shippers for this purpose may be withdrawn only after: (1) shipments have ceased and Shippers have notified Carrier in writing to discontinue shipments in Carrier's system; and (2) Shipper balances have been reconciled between Shippers and Carrier. Carrier, at its sole discretion, may require advance payment of transportation charges on the volumes to be cleared from Carrier's system, and any unpaid accounts receivable, before final delivery will be made. Carrier shall have a reasonable period of time from the receipt of sold notice to complete administrative and operational requirements incidental to Shipper withdrawal.



ITEM 100            CHARGE FOR COMPENSATION FUND FEES INCURRED BY CARRIER

To the extent any federal, state or local agency creates a fund for the reimbursement of parties who sustain costs or losses resulting from Naphtha pipeline industry operations, Carrier, after filing notice with the F.E.R.C. will be permitted to assess a per Barrel charge in the amount of any tax, fee, or charge levied against Carrier by any such federal, state or local agency, in addition to all other charges accruing on Naphtha accepted for transportation through Carrier's facilities.