

Texas No. 96.5.0
(Cancels Texas No. 96.4.0)

NuStar Logistics, L.P.

LOCAL PIPELINE TARIFF

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

CRUDE PETROLEUM

From	To	Rate in Dollars Per Barrel of 42 United States Gallons
Dixon Station, Hutchinson County, Texas	McKee Station, Moore County, Texas	[I] \$0.2534

Subject to the rules and regulations shown in Items 1 through 26.

NuStar Logistics, L.P. P5 Permit # 616747; T-4 Permit # 02026

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

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Symbols:

[U] Unchanged rate

[I] Increase

[W] Change in wording only

RULES AND REGULATIONS

Carrier (herein generally referred to as "the pipeline", in this tariff) will accept crude petroleum (referred to variously in this tariff as "marketable oil", "crude oil", "crude", "oil", and "marketable oil", and defined in Rule 1 below) for intrastate transportation by pipeline from the point of origin to the point of destination named in this tariff, subject to the following rules and regulations:

Section 1

Item 1. All Marketable Oil To Be Received For Transportation -

By the term "marketable oil" is meant any crude petroleum adapted for refining or fuel purposes, properly settled and containing not more than two percent (2%) of basic sediment, water, or other impurities above a point six (6) inches below the pipe line connection with the tank. Pipe lines shall receive for transportation all such "marketable oil" tendered; but no pipe line shall be required to receive for shipment from anyone person an amount exceeding three thousand (3000) barrels of petroleum in any one (1) day; and, if the oil tendered for transportation differs materially in character from that usually produced in the field and being transported therefrom by the pipeline, then it shall be transported under such terms as the shipper and the owner of the pipe line may agree or the Commission may require.

Item 2. Basic Sediment, How Determined - Temperature -

In determining the amount of sediment, water or other impurities, a pipe line is authorized to make a test of the oil offered for transportation from an average sample from each such tank, by the use of centrifugal machine, or by the use of an) other appliance agreed upon by the pipe line and the shipper. The same method of ascertaining the amount of the sediment, water or other impurities shall be used in the delivery as in the receipt of oil, A pipe line shall not be required to receive for transportation, nor shall consignee be required to accept as a delivery, any oil of a higher temperature than ninety degrees Fahrenheit (90° F.) except that during the summer oil shall be received at any atmospheric temperature, and may be delivered at like temperature, Consignee shall have the same right to test the oil upon delivery at destination that the pipe line has to test before receiving from the shipper.

Item 3. "Barrel" Defined -

For the purpose of these items, a "barrel" of crude petroleum is declared to be forty-two (42) gallons of 231 cubic inches per gallon at sixty degrees Fahrenheit (60° F.).

Item 4. Oil Involved In Litigation, Etc. - Indemnity Against Loss

When any oil offered for transportation is involved in litigation, or the ownership is in dispute, or when the oil appears to be encumbered by lien or charge of any kind, the pipe line may require of shippers an indemnity bond to protect it against all loss.

Item 5. Storage -

Each pipe line shall provide, without additional charge, sufficient storage, such as is incident and necessary to the transportation of oil, including storage at destination or so near thereto as to be available for prompt delivery to destination point, for five (5) days from the date of order of delivery at destination.

Item 6. Identity Of Oil, Maintenance Of -

A pipe line may deliver to consignee, either the identical oil received for transportation, subject to such consequences of mixing with other oil as are incident to the usual pipe line transportation, or it may make delivery from its common stock at destination; provided, if this last be done, the delivery shall be of substantially like kind and market value.

Item 7. Minimum Quantity To Be Received -

A pipe line shall not be required to receive less than one (1) tank carload of oil when oil is offered for loading into tank cars at destination of the pipe line. When oil is offered for transportation for other than tank car delivery, a pipe line shall not be required to receive less than five hundred (500) barrels.

Item 8. Gathering Charges -

Tariffs to be filed by a pipe line shall specify separately the charges for gathering of the oil, for transportation, and for delivery.

Item 9. Gauging, Testing and Deductions -

All crude oil tendered to a pipe line for transportation shall be gauged and tested by a representative of the pipe line prior to its receipt by the pipe line. The shipper may be present or represented at the gauging and testing. Quantities shall be computed from correctly compiled tank tables showing one hundred percent (100%) of the full capacity of the tanks, and adjustments shall be made for temperature from the nearest whole number degree to the basis of sixty degrees Fahrenheit (60 degrees) and to the nearest whole API degree in accordance with the volume correction Table No. 6 contained in the American Society for Testing Materials and the Institute of Petroleum Oil Measurements Tables. ASTM Designation ASTM: D-1250 – IP:200, issued January, 1952. A pipe line may deduct the basic sediment water, and other impurities as shown by the centrifugal or other test agreed upon; and one percent (1%) for evaporation and loss during transportation. The net balance shall be the quantity deliverable by the pipe line. In allowing the deductions, it is not the intention of the Commission to affect any tax or royalty obligations imposed by the laws of Texas on any producer or shipper of crude oil.

The gauging and testing of oil by the pipe line representative is directed toward and intended to require tank gauge measurement of produced crude prior to the transfer of custody to the initial transporter from a producing property. A transfer of custody of crude between the transporters is subject to measurement as agreed upon by the transporters.

Item 10. Delivery And Demurrage -

Each pipe line shall transport oil with reasonable diligence, considering the quality of the oil- the distance of transportation, and other material elements. but at any time after receipt of a consignment of oil, upon twenty-hour (24) hours' notice to the consignee, may offer oil for delivery from its common stock at the point of destination, conformable to Item 6, at a rate not exceeding ten thousand (10,000) barrels per day of twenty-four (24) hours. Computation of time of storage (as provided for in Item 5) shall begin at the expiration of such notice. At the expiration of the time allowed in Item 5 for storage at destination, a pipe line may assess a demurrage charge on oil offered for delivery and remaining undelivered, at a rate for the first ten (10) days of one-tenth of one cent per barrel for the next ten (10) days at a rate of two-tenths of one cent per barrel and thereafter at a rate of three-tenths of one cent per barrel. for each day of twenty-four (24) hours or fractional Part thereof.

Item 11. Unpaid Charges, Lien For And Sale To Cover -

A pipe line shall have a lien on oil to cover charges for transportation including demurrage and it may withhold delivery of oil until the charges are paid. If the charges shall remain unpaid for more than five (5) days after notice of readiness to delivery the pipe line may sell the oil at public auction at the general office of the pipe line on any day not a legal holiday. The date for the sale shall be not less than forty-eight (48) hours after publication of notice in a daily newspaper of general circulation published in the city where the general office of the pipe line is located. The notice shall give the time and place of the sale- and the quantity of the oil to be sold. From the proceeds of the sale, the pipe line may deduct all charges lawfully accruing including demurrage and all expenses of the sale. The net balance shall be paid to the person lawfully entitled thereto.

Item 12. Notice Of Claims -

Notice of claims for loss, damage or delay in connection with the shipment of oil must be made in writing to the pipe line within ninety-one (91) days after the damage, loss or delay occurred. If the claim is for failure to make delivery, the claim must be made within ninety-one (91) days after a reasonable time for delivery has elapsed,

Item 13. Telephone-Telegraph Line-Shipper To Use -

If a pipe line maintains a private telegraph or telephone line, a shipper may use it without extra charge, for messages incident to shipments. However, a pipe line shall not be held liable for failure to deliver any messages away from its office or for delay in transmission or for interruption of service,

Item 14. Contracts Of Transportation -

When a consignment of oil is accepted, the pipe line shall give the shipper a run ticket, and shall give the shipper a statement that shows the amount of oil received for transportation, the points of origin and destination, corrections made for temperature, deductions made for impurities, and the rate for such transportation.

Item 15. Shipper's Tanks, Etc., - Inspection -

When a shipment of oil has been offered for transportation, the pipe line shall have the right to go upon the premises where the oil is produced or stored, and have access to any and all tanks or storage receptacles for the purpose of making any examination, inspection, or test authorized by this item.

Item 16. Offers In Excess Of Facilities -

If oil is offered to any pipe line for transportation in excess of the amount that can be immediately transported, the transportation furnished by the pipe line shall be apportioned among all shippers in proportion to the amounts offered by each; but no offer for transportation shall be considered beyond the amount which the person requesting the shipment then has ready for shipment by the pipe line. The pipe line shall be considered as a shipper of oil produced or purchased by itself and held for shipment through its line, and its oil shall be entitled to participate in such apportionment.

Item 17. Interchange Of Tonnage -

Pipe lines shall provide the necessary connections and facilities for the exchange of tonnage at every locality reached by two or more pipe lines, when the Commission finds that a necessity exists for connection, and under such regulations as said Commission may determine in each case,

Item 18. Receipt And Delivery - Necessary Facilities For -

Each pipe line shall install and maintain facilities for the receipt and delivery of marketable crude petroleum of shippers at any point on its line if the Commission finds that a necessity exists therefor, and under regulations by the Commission.

Item 19. Fires, Lightning And Leakage, Report Of Loss From

(a) Each pipe line shall immediately notify the Commission, by telegraph, telephone, or letter of each fire that occurs at any oil tank owned or controlled by the pipe line, or of any tank struck by lightning. Each pipe line shall in like manner report each break or leak in any of its tanks or pipe lines from which more than five (5) barrels escapes. Each pipe line shall report in writing to the Commission, by the fifteenth (15th) day of each calendar month, the estimated amount of loss of oil by fire or leakage from its tanks and pipe lines for the preceding month but not including leakage or evaporation ordinarily incident to transportation.

(b) No risk of fire, storm, flood or act of God, and no risk resulting from riots, insurrection, rebellion, war, or act of the public enemy, or from quarantine or authority of law or any order, requisition or necessity of the government of the United States in time of war, shall be borne by a pipe line, nor shall any liability accrue to it from any damage thereby occasioned. If loss of any crude oil from such causes occurs after the oil has been received for transportation, and before it has been delivered to the consignee, the shipper shall bear a loss in such proportion as the amount of his shipment is to all of the oil held in transportation by the pipe line at the time of such loss, and the shipper shall be entitled to have delivered only such portion of his shipment as may remain after a deduction of his due proportion of such loss, but in such event the shipper shall be required to pay charges only on the quantity of oil delivered. This item shall not apply if the loss occurs because of negligence of the pipe line.

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Item 20. Application Of Rates From Intermediate Points –

For marketable oil accepted for transportation from any point on the pipe line's pipeline not named in this tariff which is intermediate to a point from which rates are published herein, through such unnamed point, the pipe line will apply from such unnamed point the rate published herein from the next more distant point specified in this tariff.

Item 21. Unloading Charges -

(a) All shipments unloaded from tank trucks into trunk line facilities of pipe line will be subject to a charge of [U] three and one half cents (3 1/2¢) per barrel.

(b) Such charges will be in addition to all other transportation charges.

Item 22. Deductions And Quantities Deliverable -

(a) All shipments of marketable oil of 51 degrees or above shall be subject to a deduction to cover the shrinkage resulting from the mixture thereof in the pipeline facilities, with marketable oil of API gravity of 509 degrees or less according to the following table:

A.P.I. Gravity	% Deduction
51° thru 78.9°	1%
79° thru 99.9°	2%
100° thru 120.9°	6%

(b) The quantities deliverable shall be the net corrected volume, outlined in Item 8, above, less the applicable deduction for shrinkage.

Item 23. Tenders -

(a) Applications for the transportation of marketable oil shall be submitted in writing on pipe line's prescribed tender of shipment form and each tender shall be for a quantity of not less than 10,000 barrels from one Shipper to one Consignee and destination.

(b) Any shipper desiring to tender marketable oil for transportation shall make such tender to the pipe line in writing on or before the 25th day of the month preceding the month during which the transportation under the tender is to begin; except that, if space is available for current movement, a shipper may tender marketable oil for transportation after the 25th day of the month preceding the month during which the transportation under the tender is to begin-

Item 24. Application Of Rates -

Marketable oil accepted for transportation shall be subject to the rates in effect on the date of receipt by pipeline, irrespective of the date of the tender.

Item 25. Storage Of Marketable Oil In Transit -

(a) Marketable oil tendered for shipment, under tariffs making reference hereto, to established destinations may- by request of the Shipper or Consignee on the original tender or shipping order, or by order for diversion or reconsignment en route, be stored in tanks furnished by the Shipper or Consignee at points on the lines of pipe line when intermediate to the destination shown on the tender of shipment. subject to the conditions provided in this section.

(b) All lawful transportation charges from point of origin to the storage point published in tariffs on file with the Texas Railroad Commission shall be paid upon delivery of marketable oil into the tanks at storage point or may be required in advance of such transportation at the option of pipe line,

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In the absence of a through rate from point of origin to the storage point, the rate to the next point beyond shall be applied.

Shipments not forwarded to destination within thirty days after being placed in storage will be subject to a charge for stopover services of [U] one cent (1¢) per barrel in addition to all other transportation charges. Such charge shall be payable when shipment has remained in storage for a period of thirty days.

Transportation charges on marketable oil stopped, stored and subsequently forwarded to destination within a period not exceeding two years from date of original shipment shall be assessed at the balance of the through rate from the original point of origin to final destination, via the storage point, in effect on the date of original shipment.

Marketable oil disposed of locally will be subject to the local rate into the storage point and marketable oil forwarded from storage point within the specified time will be subject to the local rate into, and out of the storage point published in pipe line's tariffs.

(c) Upon delivery of marketable oil into storage tanks, its custody and possession shall be that of the Shipper or Consignee and not that of pipe line, and pipe line shall not be liable for loss of or damage to such marketable oil while in storage. However, pipe line reserves the right to gauge and examine such marketable oil from time to time as desired while it is in said tanks.

(d) When the marketable oil is tendered for forwarding to destination a new tender must be issued making proper reference by number and date to the original tender or shipping order for shipment.

Section 2

Item 26. Specifications As To Quality And Legality Of Shipments -

Pipe Line reserves the right to reject any and all of the following shipments:

(a) Marketable oil having vapor pressure in excess of ten (10) pounds above a temperature of 100 degrees Fahrenheit and/or an API gravity in excess of 120.9 degrees.

(b) Marketable oil where the Shipper or Consignee has failed to comply with all applicable laws, items and regulations made by any Governmental authority regulating shipments of marketable oil.