

FERC ICA Oil Tariff

FERC No. 71.23.0
(Cancels FERC No. 71.22.0)

WEST SHORE PIPE LINE COMPANY

LOCAL PIPE LINE TARIFF

Applying On The Interstate Transportation Of

PETROLEUM PRODUCTS

As Defined Herein

From Points in

INDIANA AND ILLINOIS

To Points In

ILLINOIS AND WISCONSIN

Filed in compliance with 18 CFR § 341.8.

This tariff contains market-based rates filed in compliance with 18 CFR §342.4(b) and non market-based rates that are indexed and filed in compliance with 18 CFR §342.3.



Shipments transported under this Tariff are entitled to such transit privileges and subject to the rules and regulations published herein. The provisions published herein will, if effective, not result in an effect on the quality of the human environment.

ISSUED: DECEMBER 22, 2017

EFFECTIVE: FEBRUARY 1, 2018

Issued by:
D. G. Ownby
President
WEST SHORE PIPE LINE COMPANY
One Greenway Plaza
Houston, Texas 77046
(832) 615-8632

Compiled by:
Steven R. Trapani
WEST SHORE PIPE LINE COMPANY
Five TEK PARK
9999 Hamilton Blvd.
Breinigsville, PA 18031
(610) 904-4635
strapani@buckeye.com

TABLE OF CONTENTS

ITEM	Page
Application Of Rates From Or To Intermediate Points	8
Claims, Suits, Time For Filing.....	8
Consent To Disclosure	8
Definitions	4
Disposition of Commodities on Failure to Accept Delivery.....	10
Explanation Of Reference Marks.....	10
Gauging And Testing	6
Leins And Unpaid Charges.....	7
Liability Of Carrier	7
Loss/Gain Equalization	6
Minimum Tender And Split Batches	5
Nomination Policy	9
Origin And Destination Facilities.....	6
Payment Of Transportation And Other Charges	7
Pipeline Contracts Required	7
Proration Of Pipe Line Capacity	7
Reconsignment.....	7
Segregation And Variations In Quality And Gravity.....	6
Specifications.....	4
Table Of Rates.....	3
Title	8
Transportation Charges	7
Use Of Manifold, Pipe And Station Facilities	8
Volume Correction	6

TABLE OF RATES

In Cents per U.S. Barrel of Forty-Two (42) U.S. Gallons

This tariff publication contains some rates that are subject to the Commission's finding of lack of market power and are market-based pursuant to Commission order in Docket OR01-6-000, issued July 1, 2002 under authority of 18 CFR §342.4(b).

FROM	TO	RATE
Des Plaines (<i>Cook County</i>), IL	O'Hare Terminal (<i>Cook County</i>), IL (See Note 3, 4)	[U] 20.91
East Chicago (<i>Lake County</i>), IN (See Note 2)	Argo (<i>Cook County</i>), IL (See Note 3, 4)	[U] 46.61
	Harlem Avenue (<i>Cook County</i>), IL (See Note 3, 4)	[U] 52.90
	Des Plaines (<i>Cook County</i>), IL (See Note 3, 4)	[U] 55.44
	Rockford (<i>Winnebago County</i>), IL (See Note 3, 4)	[U]105.86
	Rockford Airport (<i>Winnebago County</i>), IL (See Note 3, 4)	[U] 91.15
	Madison (<i>Dane County</i>), WI (See Note 3)	[U]100.84
Hammond (<i>Lake County</i>), IN (See Note 2) (Including connected plants at East Chicago, IN)	Des Plaines (<i>Cook County</i>), IL (See Note 3, 4)	[U] 55.44
Hammond (<i>Lake County</i>), IN (See Note 2) (Including connected plants at East Chicago, IN) Romeoville (<i>Will County</i>), IL (Including connected plants at Lemont and Lockport, IL)	Granville (<i>Milwaukee County</i>), WI (See Note 3)	[U] 53.11
	Mitchell Field (<i>Milwaukee County</i>), WI (See Note 1, 3)	[U] 53.11
Lemont (<i>Will County</i>), IL	Madison (<i>Dane County</i>), WI (See Note 3)	[U] 99.03

Note 1. In addition to the transportation rate named herein, a special handling charge of **[U] 5.40¢** per barrel will be assessed on Petroleum Products delivered into Mitchell Field, Wisconsin. **[N] The number of jet fuel delivery cycles to Mitchell Field, Wisconsin will be limited to twice per month, during the first and third cycles; provided, however, that should there be any operational disruptions, outages, or quality contamination issues with respect to deliveries to Mitchell Field during a particular month that necessitate the need for additional supplies to Mitchell Field, then the number of jet fuel delivery cycles to Mitchell Field may be increased back to three times per month to accommodate such issues..**

Note 2. When operating conditions permit, Carrier will transfer Petroleum Products through its existing lines between facilities directly connected to its pipelines in the Hammond/East Chicago area, Lake County, Indiana, at a rate of **[U] 15.05¢** per barrel, subject to a minimum charge of fifteen hundred dollars **[U] (\$1500.00)** per transfer (See Note 4).

Note 3. In addition to the transportation rates noted above, a special handling charge of **[U] 23.47¢** per barrel will be assessed on any Petroleum Products batch which is less than the applicable minimum delivery volume as outlined in Item No. 3 of the Rules and Regulations.

Note 4. Tariff rates indicated are under market-based rate authority in accordance with 18 CFR §342.4(b). All other tariff rates are non market-based rates.

RULES AND REGULATIONS

Petroleum Products will be transported through Carrier's facilities only as provided in these rules and regulations

Item	SUBJECT	RULES AND REGULATIONS
1	DEFINITIONS	<p>As used in these rules and regulations, the following terms have the following meanings:</p> <ul style="list-style-type: none"> a. "Barrel" means forty-two (42) United States gallons at 60 degrees Fahrenheit and zero gauge pressure. b. "Batch" means a quantity of Petroleum Products moved through the pipeline as an identifiable unit. c. "Business Day" means any day Monday through Friday excluding company holidays, which can be found on the nominations calendar of T4. d. "Carrier" means West Shore Pipe Line Company and other pipeline companies concurring in tariffs making specific reference hereto by FERC number. e. "Consignee" means the party to whom a Shipper has ordered the delivery of Petroleum Products. f. "Shipper" means the party who contracts with the Carrier for shipment of Petroleum Products under the rules, regulations and rates of this tariff and other tariffs making specific reference hereto by FERC number. g. "Tender" is an offer by a Shipper to the Carrier of a stated quantity of Petroleum Products for transportation from an origin to a specified destination in accordance with these rules and regulations. h. "FERC" means Federal Energy Regulatory Commission. i. "Petroleum Products" means gasolines and petroleum oil distillates as further described in Item 2. j. "No." means number. k. "Force Majeure" means an event that prevents Shipper or Carrier from performing any of its obligations under this tariff by reasons beyond Shipper's or Carrier's reasonable control, including fire, explosion, flood, hurricane, earthquake, tidal wave, natural disaster or act of God; acts of the public enemy, war, terrorism, riots, insurrections, civil or industrial disturbances, strikes, lockouts or other labor disputes or disturbances (the settlement of strikes, lockouts or labor disputes being entirely within the discretion of the affected party); explosions, breakage or accidents to equipment, machinery, plants or any portion thereof, or lines of pipeline, or the unscheduled maintenance, repairs or alterations to any of the foregoing; freezing of lines of pipe; constraints on or physical disruption to transportation downstream of and directly connected to Carrier's system ; or constrains on or physical disruption to the origin points or destination points on Carrier's system; the necessity for compliance with any court order, applicable law promulgated by a governmental authority and any other causes of a similar nature not reasonably within the control of the party declaring a force majeure.
2	SPECIFICATIONS	<p>Petroleum Products will be accepted for transportation from origin points to destinations along Carrier's pipeline if they meet the following specifications:</p> <ul style="list-style-type: none"> a. The color shall not be darker than No. 3 National Petroleum Association specification except on Petroleum Products artificially colored, which will be accepted for transportation regardless of color. b. The vapor pressure shall not exceed the maximum permissible vapor pressure at the shipment's destination unless Shipper warrants that it is blend stock or that it is to be stored for use or sale during a season when limits are not in effect and, in all cases, vapor pressure shall not exceed 15 pounds Reid at 100 degrees Fahrenheit (100°F). c. The viscosity shall not exceed 4.3 centistokes at 100 degrees Fahrenheit (100°F). d. The Batch tendered shall not contain any component or substance that will pose an unreasonable threat of damage or injury to Carrier's facilities, human beings or the environment. e. During Seasonal Stripping, as defined below, all deliveries by Shippers of No. 2 low sulfur fuel oil distillate, and 87 octane regular unleaded gasoline to Rockford, and Madison, referred to herein as "Fungible Petroleum Products", shall be accepted for transportation only when such Fungible Petroleum Products meet all required specifications as uniformly established by Carrier. All of the required specifications for

Item	SUBJECT	RULES AND REGULATIONS
		<p>the Fungible Petroleum Products shall be issued from time to time in the manner and to the extent appropriate to facilitate the efficient and economical use and operation of Carrier's facilities and to reasonably accommodate Shipper's needs for transportation. "Seasonal Stripping" as referred to above shall be defined as stripping operations that occur at Rockford from the period starting May 1 and ending September 15, or a period as defined by Carrier upon prior notification.</p> <p>f. ULSD (Ultra Low Sulfur Diesel) – Carrier will accept, from Shipper, ultra low sulfur diesel products for transportation, where the batches are shipped, monitored and documented under a designate and track program as a "ultra low sulfur," the following diesel products, provided that the sulfur content does not exceed a maximum of 13 parts per million (ppm) sulfur for all batches tendered, as measured at the Shipper's origin point origination tank:</p> <ul style="list-style-type: none"> • Ultra low sulfur diesel (ULSD) current Carrier code 090. • Premium ultra low sulfur diesel (PULSD) current Carrier code 095. • Ultra low sulfur diesel No. 1 (ULSD-1) current Carrier code 050 and #051. <p>If the sulfur content of the nominated batch is determined to be greater than 13 ppm for all tendered batches prior to delivery into the Carrier's pipeline, Shipper will be required to re-designate the batch name and code as one of the "low sulfur" diesel products, other than ULSD, PULSD or ULSD-1 designation. If Shipper's ultra low sulfur product batch is determined to be greater than 13 ppm while in transit, Carrier will re-designate the entire batch as a "low sulfur" diesel product rather than an "ultra low sulfur" diesel product and shall deliver the product as a "low sulfur" diesel product.</p> <p>The sulfur limit of 13 ppm as documented in this Section 2(f) applies only to Petroleum Products transported on West Shore Pipe Line. All Petroleum Products that are transported to connecting carriers / facilities must meet the sulfur limit requirements of the connecting carrier / facilities.</p> <p>Carrier may require Shipper to furnish certified laboratory reports showing the results of tests of Petroleum Products tendered for transportation. Shipper's Tender constitutes a warranty that Petroleum Products tendered meet Carrier's specifications.</p>
3	MINIMUM TENDER AND SPLIT BATCHES	<p>a. Petroleum Products as described herein shall be tendered for transportation in quantities of not less than 10,000 barrels of similar quality and color from one consignee, provided, however, Carrier may for its convenience transport same by intermittent pumpings. Deliveries will be made in quantities of not less than 10,000 barrels each to any or more delivery points named herein, except at Madison and Rockford (Premium Gasoline and ULSD only at Rockford) where the minimum delivery shall be 5,000 barrels. Subject to a special handling charge as specified in Note 3 under the Table of Rates on page 2 of this tariff, batches of Petroleum Products which are less than 10,000 barrels but at least 5,000 barrels will be allowed at those delivery points otherwise restricted when the shipper cannot avoid such batches. For example, should a Shipper nominate a 10,000 barrel batch or greater to Granville but ends up delivering less barrels at the origin point such that the final delivery at the destination point, not including transmix and gains/losses adjustments results in a batch size of just 7,000 barrels, then the special handling fee shall be determined by multiplying the fee listed in Note 3 referenced herein times the 7,000 barrels actually shipped and this fee shall be added to the regular tariff rate times the barrels shipped.</p> <p>The special handling charge as specified in above referenced Note 3 shall also be charged when the Shipper splits the nominated batch to more than one destination during shipment and while the batch is being pumped by Carrier and if any of the resulting split batches are less than 5,000 barrels to Madison or Rockford (Premium Gasoline and ULSD only at Rockford), or less than 10,000 barrels to all other destinations. For example, should a Shipper nominate a 20,000 barrel batch or more to Granville but then asks Carrier to split the batch into two different destination points during the movement with 15,000 barrels to Granville and 5,000 barrels to Des Plaines, then the special handling fee shall be applied to just the 5,000 barrel batch to Des Plaines because it was less than the minimum tender allowed to that destination point and the special handling charge will be determined by multiplying the fee listed in Note 3 referenced herein times just the 5,000 barrels actually shipped and this fee shall be added to the regular tariff rate times the barrels shipped.</p> <p>b. Any Shipper desiring transportation of petroleum products under the provisions of this tariff will, on or before the 10th day of the month, submit to the Carrier a notice of intent</p>

Item	SUBJECT	RULES AND REGULATIONS
		<p>to ship stating the quantity of Petroleum Products to be shipped during the following month. Unless such notification is made the Carrier will be under no obligation to accept Petroleum Products for transportation.</p> <p>c. Tenders, when accepted, will be entered by Carrier on it books as orders. Since Petroleum Products are pumped in a certain sequence for efficient operation, Carrier reserves the right to specify the sequence of shipment of Petroleum Products. As an incident to the acceptance of any Tender, the Shipper shall furnish and pay charges at rates specified in Carrier's rate tariff on such buffer material as may be required by Carrier.</p>
4	SEGREGATION AND VARIATIONS IN QUALITY AND GRAVITY	<p>a. No Petroleum Products will be accepted for transportation except good merchantable Petroleum Products of acceptable character readily susceptible to transportation through Carrier's existing facilities and which will not materially affect the quality of shipments being transported or cause a disadvantage to any other shipper.</p> <p>b. Carrier shall not be liable for variations in gravity or quality of Petroleum Products occurring while in its custody and is under no obligation to deliver the identical Petroleum Products received.</p> <p>c. Subject to the foregoing, Carrier will to the extent permitted by its existing facilities make every effort to segregate such Petroleum Products at destination. However, it being impractical to maintain absolute identity of each inbound shipment of Petroleum Products, reasonable substitution of gallonage of the same kind of commodity will be permitted.</p>
5	ORIGIN AND DESTINATION FACILITIES	<p>a. Shipper shall furnish pumping facilities of sufficient capacity to move said Petroleum Products to Carrier's origin station at Carrier's full line pumping rate, provided however, that the Carrier may for its convenience operate at pumping rates less than full line rate.</p> <p>b. No duty to transport will arise until evidence satisfactory to the Carrier has been furnished that shipper has provided necessary facilities to which carrier is connected at destination capable of receiving at the full line pumping rate, and has made necessary arrangements for accepting delivery of shipments promptly on arrival at destination.</p> <p>c. In the event Shipper or Consignee does not have adequate facilities available to receive Petroleum Products from the line without delay at the time any shipment or portion thereof arrives at a destination to which it is consigned, Carrier may reconsign said shipments or any undelivered portion thereof to a destination where facilities are available to receive it and Carrier shall not be liable for any damage, loss in transit, or loss in storage which may occur by reason of such reconsignment. Such reconsignment shall have the same effect as though requested by Shipper and Shipper shall pay transportation charges and all other charges from point of origin to actual final destination.</p>
6	GAUGING AND TESTING	<p>Petroleum Products tendered to and delivered by Carrier shall be measured through meters, or gauged in tanks if meters are not available, and may be gauged and tested by a representative of the Carrier prior to acceptance for transportation. The Shipper shall have the privilege of being present or represented at the measuring, gauging, or testing.</p>
7	LOSS/GAIN EQUALIZATION	<p>Pursuant to Item No. 15, any overage or shortage of Petroleum Products may be adjusted with Shippers to allow for inherent losses or gains, including but not limited to shrinkage, evaporation, interface mixture, product measurements and other physical losses not due to gross negligence of the Carrier. The adjustments for 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. Notwithstanding the foregoing, there will be no adjustments for shipments which do not pass through interconnected custody transfer receipt and delivery meters.</p>
8	VOLUME CORRECTION	<p>Petroleum Products will be received and delivered on the basis of volume corrected from observed temperatures to sixty degrees Fahrenheit (60°F.). Shipper and Consignee may have representatives present during testing, meter reading, calibration and gauging.</p>

Item	SUBJECT	RULES AND REGULATIONS
9	LEINS AND UNPAID CHARGES	Petroleum Products will be accepted for transportation only when free from all liens and charges.
10	TRANSPORTATION CHARGES	Transportation charges will be assessed and collected at the rates in effect on the date the Petroleum Products are received and on the basis of the number of Barrels of Petroleum Products actually delivered at destination or storage-in-transit point after volume temperature corrections as provided for in Item 8.
11	PAYMENT OF TRANSPORTATION AND OTHER CHARGES	<p>The Shipper or Consignee shall pay the transportation and all other lawful charges accruing on Petroleum Products tendered for shipment and, if required, shall pay the same in advance of transportation or before delivery, or furnish guaranty of payment satisfactory to Carrier. Payment of such charges shall be made in accordance with invoice terms and these rules and regulations. The Carrier shall have a lien on all Petroleum Products in its possession belonging to the Shipper to secure payment of all unpaid charges due from such Shipper, and may withhold such Petroleum Products from delivery until all such unpaid charges shall have been paid. If said charges shall remain unpaid 30 days after the date set for payment in Carrier's invoice to Shipper, or, in the absence of unpaid charges, when there shall be a failure to take the Petroleum Products at the destination point, the Carrier shall have the following options, in its sole discretion:</p> <ol style="list-style-type: none"> a. Carrier may store Shipper's Petroleum Products in its possession and charge Shipper the per diem storage rate for whatever storage it can secure until Shipper or Consignee pays all charges and/or takes delivery, whichever is applicable. b. Carrier may sell Shipper's Petroleum Products in its possession for cash at public auction at its office in Houston, TX after giving notice of the time and place of sale and the quantity of Petroleum Products to be sold. The Carrier may be a bidder and a purchaser at such sale. From the sale proceeds, the Carrier may pay itself all charges, expense of notice and sale, and storage and maintenance costs, and the balance shall be held for whomsoever may be entitled thereto. c. In circumstances in which Carrier can secure no storage facilities or other means of holding and maintaining Shipper's Petroleum Products, and inability to deliver Petroleum Products will cause a shutdown of a line segment of the Carrier's transportation facilities, Carrier may, without notice but in the most commercially reasonable manner as is possible under the circumstances, dispose of Shipper's Petroleum Products. If such disposal shall result in proceeds after payment of Carrier's charges and expenses, proceeds shall be held for whomsoever may be entitled thereto. If such disposal does not result in proceeds, Shipper and Consignee shall remain liable for all charges due to Carrier and expenses incurred by Carrier.
12	RECONSIGNMENT	Reconsignment may be made without charge if requested in writing by the Shipper or Consignee prior to delivery at original destination, subject to the rates, rules and regulations applicable from point of origin to point of final destination, provided the then current pipeline operations of the Carrier will permit such reconsignment.
13	PIPEAGE CONTRACTS REQUIRED	Separate pipeage contracts, in accordance with this tariff and these rules and regulations, covering further details, may be required of the proposed Shipper before any duty of transportation shall arise.
14	PRORATION OF PIPE LINE CAPACITY	When the total volume offered for shipment in accordance with Item 3 is greater than can be transported within the period covered by such offers, Petroleum Products offered by each Shipper for transportation will be transported in such quantities and at such times to the limit of Carrier's capacity so as to avoid discrimination among Shippers as outlined in Carrier's Proration Policy dated December 1, 2013. A copy of the proration policy can be found at the West Shore web site www.westshorepipeline.com , under "Tariffs", Section 2.6 Proration Policy, or contact the person listed on the Title Page under "compiled by" to request a copy.
15	LIABILITY OF CARRIER	While in possession of any of the property herein described, Carrier shall not be liable for any loss thereof, or damage thereto, or delay caused by the Act of God, the public enemy, quarantine, authority of law strikes, riots, or the act of or default of Shipper or Consignee or from any other cause not due to the gross negligence of Carrier, whether similar or

Item	SUBJECT	RULES AND REGULATIONS
		<p>dissimilar to the causes herein enumerated. In such cases, the Shipper shall stand the loss in the same proportion as the amount accepted for transportation and actually in Carrier's custody bears to the whole of the property of all Shippers in the system of Carrier at the time of such loss and shall be entitled to receive only such portion of the Shipper's shipment as is left after deducting a due proportion of the loss, as above stated. Statements of the loss, ascertained and computed from the records of the Carrier and in the usual manner by Carrier, are to be accepted as prima facie correct in the distribution of such losses under this rule.</p> <p>Carrier will not be liable for discoloration, commingling, contamination or deterioration of Petroleum Products transported unless such discoloration, commingling, contamination or deterioration is caused by the gross negligence of Carrier. Normal commingling which occurs between Batches will be divided as equitably as possible among the Shippers participating in the Batches causing the commingling.</p>
16	CLAIMS, SUITS, TIME FOR FILING	<p>As a condition precedent to recovery, claims must be filed in writing with Carrier within nine (9) months after the delivery of the Petroleum Products or, in case of failure to make delivery, within ten (10) months after receipt by Carrier and suit shall be instituted against Carrier within two (2) years and (1) day from the day when the notice in writing is given by Carrier to the claimant that Carrier has disallowed the claim or any part or parts thereof as specified in the notice. When 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.</p>
17	USE OF MANIFOLD, PIPE AND STATION FACILITIES	<p>When operating conditions permit, Carrier will allow the transfer of Petroleum Products through the Carrier's manifold and/or lateral receiving or delivery pipelines at the following rates for the indicated facilities (see Note 2 on page three for Hammond, IN and East Chicago, IN transfers):</p> <p>a. Transfer of Petroleum Products through Carrier's existing manifold and station facilities when also using Carrier's metering and pumping equipment at only the Hammond / East Chicago facility at a transfer rate of [U] fifteen and five hundredth cents (15.05¢) per Barrel (See Note 4).</p> <p>All of the foregoing movements are subject to a minimum charge of [U] fifteen hundred dollars (\$1500.00) per transfer (See Note 4).</p>
18	CONSENT TO DISCLOSURE	<p>As a condition precedent to transportation by Carrier, Shipper and Consignee hereby consent, in accordance with 49 U.S.C. § 15(13), to the disclosure of information concerning the nature, kind, quantity, destination, Consignee or routing of the Petroleum Products to be transported, to Carrier's directors, officers, agents, employees, independent contractors, consultants, accountants, attorneys and others insofar as said information may be necessary or useful for the safe, efficient and economical operation of the pipeline.</p>
19	APPLICATION OF RATES FROM OR TO INTERMEDIATE POINTS	<p>a. For shipment of Petroleum Products from any point of origin from which a rate on a given shipment to a given destination and via a given route is not named in Carrier's tariffs, which point is intermediate to a point from which a rate on said shipment is published in Carrier's tariffs via a route through the intermediate point over which such rate applies to the same destination, apply from such intermediate point to such destination and via such route the rate in Carrier's tariffs on said shipment from the next point beyond from which a rate is published on that shipment to the same destination via the same route.</p> <p>b. For shipment of Petroleum Products to any point of destination to which a rate on a given shipment from a given point of origin and via a given route is not named in Carrier's tariffs, which point is intermediate to a point to which a rate on said shipment is published in Carrier's tariffs via a route through the intermediate point over which such rate applies from the same point of origin, apply to such intermediate point from such point of origin and via such route the rate in Carrier's tariffs on said shipment, to the next point beyond to which a rate is published on that shipment from the same point of origin via the same route.</p>
20	TITLE	<p>A tender of Petroleum Products shall be deemed a warranty of title by the party tendering, but acceptance shall not be deemed a representation by the Carrier as to title. The Carrier may, in the absence of adequate security, decline to receive any Petroleum Products which</p>

Item	SUBJECT	RULES AND REGULATIONS										
		<p>are in litigation, or as to which a dispute over title may exist, or which are encumbered by any lien.</p>										
21	NOMINATION POLICY	<p>Nomination – Prior to the end of the tenth (10th) day of each month, Shippers must propose a Tender by entering proposed Tender data on Carrier’s electronic form located at the “Create” tab of the Carrier’s tendering information system known as the “Shipper Information System” and this process shall be called “Nomination” or to “Nominate.” Shipper is required to include in the Nomination information, at a minimum, the shipper code with who the Shipper is, the product code with what product type that is tendered to be shipped, the cycle number, the destination code with where the tendered batched product will be shipped to, and finally the volume in 1,000 barrel increments. Shipper’s planned origin code (Carrier’s origin pump station) and planned origin source code (which origin tank farm facility that pumps into the Carrier’s origin pump station) is requested but optional on the end of this tenth day of the Nomination by Shipper. Both the above origin code and the origin source code as described above shall be called the “Origin Point.”</p> <p>Origin Point - Shipper is required to complete the Nomination process by designating an Origin Point, in the Carrier’s Shipper Information System, for each Nominated batch prior to three (3) business days prior to the scheduled time that the batch will start to be pumped and delivered into Carrier’s pipeline (<i>i.e.</i>, the “scheduled lifting date”).</p> <p>If Carrier does not receive a designated Origin Point prior to three (3) business days prior to the scheduled lifting date, Carrier has the right at Carrier’s option to remove Shipper’s nominated batch from the schedule. On a routine basis, Carrier will not allow changes to Origin Points within the three (3) business days prior to the scheduled lifting date. Shipper may ask Carrier for a waiver from this three (3) day Nomination requirement of Origin Point rule on a non-routine basis and Carrier may waive the rule if schedule allows.</p> <p>Charge for late changes to Nominations – Unless otherwise noted, to reduce the schedule’s variability, a late change fee will be assessed to any Shipper who, within three (3) business days prior to the scheduled lifting date, 1) changes any designated Origin Point from the Origin Point identified in Shipper’s Nomination, or first identifies the designated Origin Point, or (2) changes the amount of Barrels of Petroleum Products for transportation from what is reflected in Shipper’s Nomination. The applicable late change fee will depend on the number of business days prior to the scheduled lifting date on which Shipper makes any of the above-noted changes to its Nomination, as provided in the table below:</p> <table border="1" data-bbox="516 1260 1466 1524"> <thead> <tr> <th data-bbox="516 1260 992 1302">Nomination Change</th> <th data-bbox="992 1260 1466 1302">Charge (rate in cents per Barrel)</th> </tr> </thead> <tbody> <tr> <td data-bbox="516 1302 992 1360">Three (3) business days prior to scheduled lifting date</td> <td data-bbox="992 1302 1466 1360">15.00</td> </tr> <tr> <td data-bbox="516 1360 992 1419">Two (2) business days prior to scheduled lifting date</td> <td data-bbox="992 1360 1466 1419">20.00</td> </tr> <tr> <td data-bbox="516 1419 992 1478">One (1) business day prior to scheduled lifting date</td> <td data-bbox="992 1419 1466 1478">30.00</td> </tr> <tr> <td data-bbox="516 1478 992 1524">Same day of scheduled lifting date</td> <td data-bbox="992 1478 1466 1524">40.00</td> </tr> </tbody> </table> <p>The charges described in this Item 21 shall not apply when (1) Carrier disrupts or otherwise modifies the pipeline schedule due to an event of Force Majeure, (2) deliveries of Shipper’s Petroleum Products were reduced at the request of Carrier, or where Carrier’s operational issues prevent receipt or delivery of Barrels tendered by Shipper, and/or (3) Shipper is prohibited from tendering Petroleum Products to the designated Origin Point.</p> <p>West Shore notes that the charges described in this Item 21 shall not apply to movements from Des Plaines, Cook County, Illinois to O’Hare Terminal, Cook County, Illinois.</p>	Nomination Change	Charge (rate in cents per Barrel)	Three (3) business days prior to scheduled lifting date	15.00	Two (2) business days prior to scheduled lifting date	20.00	One (1) business day prior to scheduled lifting date	30.00	Same day of scheduled lifting date	40.00
Nomination Change	Charge (rate in cents per Barrel)											
Three (3) business days prior to scheduled lifting date	15.00											
Two (2) business days prior to scheduled lifting date	20.00											
One (1) business day prior to scheduled lifting date	30.00											
Same day of scheduled lifting date	40.00											

Item	SUBJECT	RULES AND REGULATIONS
22	DISPOSITION OF COMMODITIES ON FAILURE TO ACCEPT DELIVERY	<p>(A) In the event Carrier has accepted Commodities for transportation in reliance upon Shipper's representations as to acceptance at Destination, and there is failure to promptly accept such Commodities as scheduled at Destination, then and in such event Carrier shall have the right to divert, reassign, or make whatever arrangements for disposition of the Commodities it deems appropriate to clear its pipeline facilities.</p> <p>(B) If the Shipper cannot accept the scheduled delivery and Shipper makes timely arrangements for delivery at another local or more distant destination point, Carrier will permit such diversion or reassignment consistent with the provisions of this tariff. Carrier will consider all such diversion or reassignment arrangements to be timely if notice of these alternate arrangements is received by the Carrier in sufficient time to avoid shutting down operation of the affected pipeline segment or facilities. If suitable diversion or reassignment arrangements are made by the Shipper but the Carrier is not notified in time sufficient to avoid a shutdown of the affected pipeline segment or facilities, then an assessment of [U] five thousand dollars (\$5,000.00) for each hour of lost operation or fraction thereof will be made on the Shipper.</p> <p>(C) If the Shipper fails to make suitable arrangements for diversion or reassignment of the Commodities, and the Carrier has available intermediate or local storage facilities that will permit the Carrier to divert the Commodities, the Carrier will divert the Commodities to its own facilities and reschedule the delivery of the Commodities on the next cycle when like Commodities are being delivered by the Carrier, A Rescheduling and Diversion Charge of [U] One Thousand Dollars (\$1,000) will be imposed for each instance the Carrier is required to divert Commodities and reschedule delivery. In addition, a Storage Charge of [U] twenty-five cents (25.0¢) per barrel per week will apply to each diverted barrel held by the Carrier for each week or fraction thereof between the date the commodities were originally scheduled for delivery and the date the Commodities are finally delivered to the Shipper.</p> <p>(D) If the Shipper fails to make suitable arrangements for diversion or reassignment of the Commodities, and the Carrier does not have available intermediate or local storage facilities that will permit the Carrier to promptly divert the Commodities, Carrier will seek the most expeditious means to divert or dispose of the Commodities. Such disposition includes the right to sell the Commodities at private or public sale. Carrier may be a purchaser at such public sale. From the proceeds of any such sale, Carrier may pay itself all transportation and other charges and expenses in caring for and maintaining the Commodities and the costs of sale, and the balance shall be held for whomsoever may be lawfully entitled thereto.</p> <p>(E) In the event that physical limitations or any other factors prevent the Carrier from arranging for the prompt disposal of the Commodities and the Carrier is forced to shut down operation of the pipeline facilities, the Shipper will be assessed penalties and fees as follows:</p> <ol style="list-style-type: none"> (1) Shipper will be responsible for the prompt payment of any and all claims that may be brought against the Carrier from other Shippers or affected Parties as a result of the extended interruption of scheduled pipeline service. (2) Shipper will also be responsible for the prompt payment of any and all costs incurred by the pipeline to provide alternative service to its other Shippers whose Commodities are blocked in the pipeline facilities by the shutdown. Such costs may include expenses for trucking said products and any related charges for loading and/or unloading the Commodities. (3) Shipper will be assessed fees of [U] five thousand dollars (\$5,000.00) for each hour of lost operation or fraction thereof to compensate Carrier for revenues lost during the time the pipeline facilities were forced to shut down.

EXPLANATION OF REFERENCE MARKS

- [N]** New
- [U]** Unchanged Rate