

ILL. C.C. No. 84
(Cancels ILL. C.C. No. 83)

WEST SHORE PIPE LINE COMPANY

LOCAL PIPE LINE TARIFF
Applying On The Intrastate Transportation Of
PETROLEUM PRODUCTS
As Defined Herein

From Points in
ILLINOIS
To Points In
ILLINOIS

This tariff publication contains rates from origins and to destinations that were found by the Federal Energy Regulatory Commission (FERC) to lack market power and are market-based pursuant to FERC Commission order in Docket OR01-6-000, issued July 1, 2002 under authority of FERC 18 CFR §342.4(b).

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.

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TABLE OF RATES

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

| FROM | TO | RATE |
|--|---|-------------------|
| Lemont (<i>Will County</i>), IL | Argo (<i>Cook County</i>), IL | [U] 48.48 |
| | Harlem Avenue (<i>Cook County</i>), IL | [U] 53.02 |
| | Des Plaines (<i>Cook County</i>), IL | [U] 54.17 |
| | Rockford (<i>Winnebago County</i>), IL | [U] 104.08 |
| | Rockford Airport (<i>Winnebago County</i>), IL | [U] 90.50 |
| Des Plaines (<i>Cook County</i>), IL | O'Hare Terminal (<i>Cook County</i>), IL | [U] 21.89 |
| Romeoville (<i>Will County</i>), IL (Including connected plants at Lemont and Lockport, IL) | Des Plaines (<i>Cook County</i>), IL | [U] 54.17 |

Note 1. In addition to the transportation rates noted above, a special handling charge of **[U] 24.50¢** per barrel will be assessed on any Petroleum Products batch which is less than 10,000 barrels and is delivered to any delivery point named herein as outlined in Item No. 3 of the Rules and Regulations and supplements and reissues thereof.

EXPLANATION OF REFERENCE MARKS

- [C]** Cancel
- [N]** New
- [U]** Unchanged
- [W]** Change in Wording Only

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 |
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| 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. "Destination Point" means the delivery points on Carrier's system. g. "FERC" means Federal Energy Regulatory Commission. h. "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. i. "No." means number. j. "Nomination" 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. k. "Origin Point" has the meaning set forth in Item 21. l. "Petroleum Products" means gasolines and petroleum oil distillates as further described in Item 2. m. "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. n. "Shipper Manual" means Carrier's Shipper Manual dated August 4, 2018 [W] February 1, 2019, a copy of which is available on Carrier's public website at: https://www.westshorepipeline.com/tariffs/. |
| 2 | SPECIFICATIONS | <p>Petroleum Products will be accepted for transportation from an Origin Point to a Destination Point 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 A.S.T.M. 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). |

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| | | <p>d. Gasolines tendered for transportation shall not have a Reid vapor pressure, oxygen content or benzene content in excess of the "applicable standard" as determined by the United States Environmental Protection Agency or any more stringent state requirement from time to time in effect. In addition, for gasoline tendered for transportation, Shipper must inform Carrier of the percentage by volume and kind of any blending components used which are not pure hydrocarbons. The use of methanol and ethanol as blending components is prohibited.</p> <p>e. Carrier shall have no obligations to accept Petroleum Products for transportation if such Petroleum Products contain water or other impurities.</p> <p>f. West Shore will not accept incoming product with a temperature exceeding 100 degrees Fahrenheit (100°F).</p> <p>g. Petroleum Products shall have an A.P.I. gravity at 60 degrees Fahrenheit (60°F) of not less than 25 degrees and not more than 80 degrees.</p> <p>h. 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.</p> <p>i. 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 designated Origin Point :</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 Nominated 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 the 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 Item 2(i) 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>j. Carrier may require Shipper to furnish certified laboratory reports showing the results of tests of Petroleum Products tendered for transportation. Shipper's Nomination constitutes a warranty that Petroleum Products tendered meet Carrier's specifications.</p> <p>k. Additional quality specification applicable to specific types of Petroleum Products tendered for transportation on Carrier's system are set forth in Carrier's "Quality Assurance Program" policy, which is located in Section 3 (Quality Assurance Program) of the Shipper Manual. In addition, the quality specifications set forth above may be modified by Carrier to meet the requirements of any upstream or downstream connecting facilities.</p> |
| 3 | MINIMUM TENDER AND SPLIT BATCHES | <p><u>[N] With respect to Petroleum Products tendered for transportation on the "Badger System," as defined in Section 2.7 of the Shipper Manual, the following minimum tender and split batch requirements shall apply:</u></p> <p><u>[N] a.</u> Petroleum Products as described herein shall be tendered <u>[N] at an Origin Point</u> for transportation in quantities of not less than 10,000 Barrels of similar quality and color from one Consignee, provided, however, that Carrier may for its convenience transport the same by intermittent pumpings. Deliveries will be made in quantities of not less than 10,000 Barrels each to any one or more <u>[N] designated terminal facility at the Nominated Destination Points</u> named herein, except at Madison and Rockford (Premium Gasoline and ULSD only at Rockford) where the minimum delivery shall be 5,000 Barrels. Provided, however, that subject to a special handling charge as specified in Note <u>[W] 1 3</u> under the Table of Rates on page <u>[W] two three</u> of this tariff, Batches of Petroleum Products which are less than 10,000 Barrels but are at least 5,000 Barrels will be accepted for delivery at those</p> |

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| | | <p>Destination Points [N] on the Badger System otherwise restricted when the Shipper cannot avoid such Batches. [N] <u>The special handling charge shall be applied to the positive difference between the minimum delivery requirement of 10,000 Barrels and the actual volume delivered to each terminal facility at the Destination Point on the Badger System. For clarity, Carrier will treat each terminal facility location at a Destination Point as a separate "Destination Point" for purposes of determining whether Shipper's deliveries to such terminal facility are subject to the special handling charge discussed above. For example, if a Shipper tenders 7,000 Barrels of Petroleum Products for delivery to a terminal facility at a Destination Point on the Badger System, then Shipper shall be assessed the special handling fee, which will be determined by multiplying such fee by 3,000 Barrels (10,000 Barrel minimum, less the 7,000 Barrels actually delivered to the terminal facility at a Destination Point).</u> [C] For example, should a Shipper Nominate a 10,000 Barrel Batch or greater to Granville but ends up tendering less Barrels at the designated Origin Point such that the final delivery at the designated Destination Point, not including transmix and gains/losses adjustments pursuant to Item 7 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 [W] <u>This fee shall be added to the regular tariff rate times the Barrels shipped.</u></p> <p>[N] <u>b. The special handling charge as specified above referenced in Note [W] 1 3 shall also be charged when the Shipper splits a single Batch for delivery to more than one Destination Point [N] on the Badger System (with each terminal facility at a Destination Point considered to be a separate "Destination Point" for purposes of determining whether Shipper is subject to the special handling fee for splits to a single Batch) during shipment and while the Batch is being pumped by Carrier [W] , but only to the extent the results of such split cause less than 5,000 Barrels to be delivered to Madison or Rockford (Premium Gasoline and ULSD only at Rockford), or less than 10,000 Barrels to be delivered to all other Destination Points [N] on the Badger System. [N] For example, if a Shipper Nominates a 20,000 Barrel Batch for delivery to Argo but then asks Carrier to split the Batch for deliver to two different Destination Points during the movement, with 15,000 Barrels to be delivered to Argo and 5,000 Barrels to be deliverd to Des Plaines, then the special handling fee shall be applied to just the 5,000 Barrel Batch delivered to Des Plaines, with the amount of such special handling fee to be determined by multiplying such fee by 5,000 Barrels (10,000 Barrel minimum, less the 5,0000 Barrels actually delivered to Des Plaines). [C] For example, should a Shipper Nominate a 20,000 Barrel Batch for delivery to Granville but then asks Carrier to split the Batch for delivery to two different Destination Points during the movement with 15,000 Barrels to be delivered to Granville and 5,000 Barrels to be delivered to Des Plaines, then the special handling fee shall be applied to just the 5,000 Barrel Batch delivered to Des Plaines because it was less than the minimum tender requirement for 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 [W] <u>This fee shall be added to the regular tariff rate times the Barrels shipped.</u></u></p> <p>[N] <u>With respect to Petroleum Products tendered for transportation on the "West Shore System," as defined in Section 2.7 of the Shipper Manual, the following minimum tender and split batch requirements shall apply:</u></p> <p>a. <u>Carrier will not accept any Nomination or tender at an Origin Point on the West Shore System that is less than 10,000 Barrels. Deliveries will be made in quantities of not less than 10,000 Barrels each to any one or more designated terminal facility at the Nominated Destination Point. Provided, however, that subject to a special handling charge as specified in Note 1 under the Table of Rates on page two of this tariff, Batches of Petroleum Products which are less than 10,000 Barrels but are at least 5,000 Barrels will be accepted for delivery at those Destination Points. For the avoidance of doubt, the minimum number of Barrels that Carrier will accept for delivery to any one Destination Point on the West Shore System is 5,000 Barrels. The special handling charge shall be applied to the positive difference between the minimum delivery requirement of 10,000 Barrels and the actual volume delivered to the Destination Point. Carrier will treat each terminal facility location at a Destination Point as a separate "Destination Point" for purposes of determining</u></p> |

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| | | <p><u>whether Shipper is subject to the special handling charge discussed above. As an example, if a Shipper has 7,000 Barrels of Petroleum Products delivered to Argo, then Shipper shall be assessed the special handling fee, which will be determined by multiplying such fee by 3,000 Barrels (10,000 Barrel minimum, less the 7,000 Barrels actually delivered to Argo). This fee shall be added to the regular tariff rate times the Barrels shipped.</u></p> <p>b. <u>The special handling charge referenced in Note 1 shall also be charged when the Shipper splits a single Batch for delivery to more than one Destination Point (with each terminal facility location at a Destination Point considered to be a separate "Destination Point" for purposes of determining whether Shipper is subject to the special handling charge for splits to a single Batch) during shipment and while the Batch is being pumped by Carrier, to the extent the results of such split cause less than 10,000 Barrels, but at least 5,000 Barrels, to be delivered to a Destination Point on the West Shore System. As an example, if a Shipper Nominates a 10,000 Barrel Batch for delivery to Argo but then asks Carrier to split the Batch for delivery to two different Destination Points during the movement, with 5,000 Barrels to be delivered to Argo and 5,000 Barrels to be delivered to Harlem Avenue, then the special handling fee shall be applied to both deliveries, with the amount of such special handling fee for each such delivery to be determined by multiplying such fee by 5,000 Barrels (10,000 Barrel minimum, less the 5,000 Barrels actually delivered to Argo/Harlem Avenue). This fee shall be added to the regular tariff rate times the Barrels shipped.</u></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 the designated Destination Point. 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 Point at Carrier's full line pumping rate, provided however, that the Carrier may for its convenience operate at pumping rates less than the full line rate. [N] <u>In addition, Carrier shall only receive Petroleum Products from those terminal facilities at a particular Origin Point that have entered into and have an effective connection agreement with Carrier. For any currently-connected terminal facility at an Origin Point that does not have an effective connection agreement with Carrier, such facility shall have until December 31, 2019 to enter into such connection agreement, after which Carrier will no longer accept Shipper Nominations from such facility if no connection agreement is in place with Carrier.</u></p> <p>b. No duty to transport will arise until evidence satisfactory to Carrier has been furnished that Shipper has provided necessary facilities to which Carrier is connected at the designated Destination Point that is capable of receiving at the full line pumping rate, and has made necessary arrangements for accepting delivery of shipments promptly on arrival at the designated Destination Point. [N] <u>In addition, Carrier shall only deliver Petroleum Products to those terminal facilities at a particular Destination Point that have entered into and have an effective connection agreement with Carrier. For any currently-connected terminal facility at a Destination Point that does not have an effective connection agreement with Carrier, such facility shall have until December 31, 2019 to enter into such connection agreement, after which Carrier will no longer accept Shipper Nominations to such facility if no connection agreement is in place with Carrier.</u></p> |

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| | | <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 Point 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 the Origin Point to the actual final Destination Point.</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 third party representative of Carrier prior to acceptance for transportation. Shipper and Consignee may be present or represented during testing, meter reading, calibration and gauging. Measurements shall be made in accordance with Carrier's "Measurement" policy, which is located in Section 4 (Measurement) of the Shipper Manual.</p> |
| 7 | LOSS/GAIN EQUALIZATION | <p>Pursuant to Item 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 such as transmix, 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. Carrier shall account for any such product losses pursuant to Carrier's "Product Loss Allocation" policy, which is located in Section 5 (Accounting Procedures) of the Shipper Manual.</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.).</p> |
| 9 | LIENS AND UNPAID CHARGES | <p>Petroleum Products will be accepted for transportation only when free from all liens and charges except the lien in favor of Carrier pursuant to Item 11.</p> |
| 10 | TRANSPORTATION CHARGES | <p>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 the Destination Point after volume temperature corrections as provided for in Item 8.</p> |
| 11 | PAYMENT OF TRANSPORTATION AND OTHER CHARGES | <p>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. New and existing Shippers shall comply with Carrier's credit requirements, as such requirements are set forth in Carrier's "Credit Requirements" policy, which is located in Section 5 (Accounting Procedures) of the Shipper Manual. Payment of such charges shall be made in accordance with invoice terms and these rules and regulations. Carrier shall have a lien on all Petroleum Products in its possession belonging to 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, 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. Carrier may be a bidder and a purchaser |

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| | | <p>at such sale. From the sale proceeds, 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.</p> <p>In circumstances in which Carrier can secure no storage facilities or other means of holding and maintaining Shipper's Petroleum Products, and the 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. Shipper shall also be liable for any charges assessed pursuant to Item 21.</p> |
| 12 | RECONSIGNMENT | <p>Reconsignment may be made without charge if requested in writing by Shipper or Consignee prior to Shipper's tender of Petroleum Products at the designated Origin Point, subject to the rates, rules and regulations applicable from the Origin point to the final Destination Point, provided the then current pipeline operations of Carrier permit such reconsignment.</p> |
| 13 | PIPEAGE CONTRACTS REQUIRED | <p>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.</p> |
| 14 | PRORATION OF PIPE LINE CAPACITY | <p>When the total volume Nominated for shipment in accordance with Item 20 is greater than can be transported within the period covered by such Nominations, Petroleum Products Nominated 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 a copy of which is located in Section 2 (Nominating and Scheduling) of the Shipper Manual.</p> |
| 15 | LIABILITY OF CARRIER | <p>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 dissimilar to the causes herein enumerated. In such cases, 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 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 | 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</p> |

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| | | <p>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> <p><u>[N] With respect to the transportation of jet fuel on Carrier's system, to the extent Carrier becomes aware that any such jet fuel has failed a Jet Fuel Thermal Oxidation Test, Shipper agrees that Carrier may disclose certain shipment information concerning such jet fuel transportation to both the supply terminal that supplied such jet fuel at an Origin Point and the destination terminal that received such jet fuel at a Destination Point, and Shipper confirms that such disclosure is not a violation of Carrier's obligations under 49 U.S.C. § 15(13). Specifically, Carrier may notify the destination terminal of the identity and location of the supply terminal from which the jet fuel at issue was sourced, and Carrier may notify the supply terminal of the identity and location of the destination terminal to which the jet fuel was delivered. The purpose of this notification is to facilitate the prompt identification and resolution of any Jet Fuel Thermal Oxidation Test failure issues that may arise with respect to jet fuel transported on Carrier's system.</u></p> |
| 18 | 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, Carrier shall 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, Carrier shall 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> |
| 19 | TITLE | <p>A Nomination of Petroleum Products shall be deemed a warranty of title by the party submitting such Nomination, but acceptance shall not be deemed a representation by Carrier as to title. Carrier may, in the absence of adequate security, decline to receive any Petroleum Products which are in litigation, or as to which a dispute over title may exist, or which are encumbered by any lien.</p> |
| 20 | NOMINATION POLICY | <p>Nomination – Prior to 11:59 p.m. Eastern Standard Time of the tenth (10th) day of each month immediately preceding the month of the scheduled shipment, Shippers must submit a Nomination by entering proposed Nomination data on Carrier's electronic form located at the "Create" tab of the Carrier's nomination information system known as the "Shipper Information System". 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 Nominated to be shipped, the cycle number, the destination code with where the tendered batched product will be shipped to, the special carrier designation code for such Nominated batched product, 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." Detailed information on the process a Shipper must undergo to confirm an origin source code is set forth in Carrier's "Scheduling Procedures" policy, which is located in Section 2 (Nominating and Scheduling) of the Shipper Manual.</p> <p>Nominations, when accepted, will be entered by Carrier on its 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 Nomination, 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> |

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| | | <p>Origin Point - Shipper is required to complete the Nomination process by designating an Origin Point, in 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 Nominated 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) business day Nomination requirement of Origin Point rule on a non-routine basis and Carrier may waive the rule if the 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="516 793 1464 1058"> <thead> <tr> <th data-bbox="516 793 992 835">Nomination Change *</th> <th data-bbox="992 793 1464 835">Charge (rate in cents per Barrel)</th> </tr> </thead> <tbody> <tr> <td data-bbox="516 835 992 892">Three (3) business days prior to scheduled lifting date</td> <td data-bbox="992 835 1464 892">[U] 15.00</td> </tr> <tr> <td data-bbox="516 892 992 949">Two (2) business days prior to scheduled lifting date</td> <td data-bbox="992 892 1464 949">[U] 20.00</td> </tr> <tr> <td data-bbox="516 949 992 1008">One (1) business day prior to scheduled lifting date</td> <td data-bbox="992 949 1464 1008">[U] 30.00</td> </tr> <tr> <td data-bbox="516 1008 992 1058">Same day of scheduled lifting date</td> <td data-bbox="992 1008 1464 1058">[U] 40.00</td> </tr> </tbody> </table> <p>The charges described in this Item 20 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 20 shall not apply to movements from Des Plaines, Cook County, Illinois to O'Hare Terminal, Cook County, Illinois.</p> <p>* For purposes of determining whether a Shipper makes late changes to its Nominations pursuant to this Item 20, a "business day" shall be any weekday, Monday through Friday, and shall include weekdays that are company holidays.</p> | Nomination Change * | Charge (rate in cents per Barrel) | Three (3) business days prior to scheduled lifting date | [U] 15.00 | Two (2) business days prior to scheduled lifting date | [U] 20.00 | One (1) business day prior to scheduled lifting date | [U] 30.00 | Same day of scheduled lifting date | [U] 40.00 |
| Nomination Change * | Charge (rate in cents per Barrel) | | | | | | | | | | | |
| Three (3) business days prior to scheduled lifting date | [U] 15.00 | | | | | | | | | | | |
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| Same day of scheduled lifting date | [U] 40.00 | | | | | | | | | | | |
| 21 | DISPOSITION OF COMMODITIES ON FAILURE TO ACCEPT DELIVERY | <p>a. In the event Carrier has accepted Petroleum Products for transportation in reliance upon Shipper's representations as to acceptance at the Destination Point, and there is failure to promptly accept such Petroleum Products as scheduled at the Destination Point, 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 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> | | | | | | | | | | |

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| | | <p>c. If the Shipper fails to make suitable arrangements for diversion or reconsignment of the Petroleum Products, and the Carrier has available intermediate or local storage facilities that will permit the Carrier to divert the Commodities, the Carrier will divert the Petroleum Products to its own facilities and reschedule the delivery of the Petroleum Products on the next cycle when like Petroleum Products 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 Petroleum Products 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 Petroleum Products are finally delivered to the Shipper.</p> <p>d. If the Shipper fails to make suitable arrangements for diversion or reconsignment of the Petroleum Products, and Carrier does not have available intermediate or local storage facilities that will permit the Carrier to promptly divert the Petroleum Products, Carrier will seek the most expeditious means to divert or dispose of the Petroleum Products. Such disposition includes the right to sell the Petroleum Products 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 Petroleum Products 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 [N] <u>not caused by Carrier</u> prevent Carrier from arranging for the prompt disposal of the Petroleum Products and Carrier is forced to shut down operation of the pipeline facilities, [N] <u>including, for example, a terminal facility failing to open the necessary valves to accept scheduled deliveries of Petroleum Products from Carrier's system or the occurrence of a non-emergency shutdown at a destination terminal facility that prevents the terminal from being able to accept scheduled deliveries of Petroleum Products from Carrier's system,</u> 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 Petroleum Products 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 Petroleum Products. (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. [N] <u>This fee is intended to deter behavior that is harmful to Carrier's system and to other Shippers that are shipping Petroleum Products on Carrier's system.</u> |