

Atlantic Pipeline Corp. (Seller)
A-140075

Tariff Pipeline - PA. P.U.C. No. 26

Sunoco Pipeline L.P. (Buyer)
A-140001

Tariff Pipeline - PA. P.U.C. No. 4

Sunoco Pipeline L.P. hereby adopts as its Tariff Pipeline - Pa. P.U.C. No. 4 that tariff presently in effect for Atlantic Pipeline Corp. designated as Tariff Pipeline - Pa. P.U.C. No. 26 and all Supplements thereto.

BY: 
David A. Justin

Vice President of Sunoco Logistics
Partners Operations GP LLC, the
General Partner of Sunoco Pipeline L.P.

Atlantic Pipeline (Out) L.P., successor to Atlantic Pipeline Corp., hereby withdraws Atlantic Pipeline Corp.'s Tariff Pipeline - Pa. P.U.C. No. 26 and all Supplements thereto.

BY: 
B. H. Rosenberg

President of Atlantic Petroleum
Corporation, the General Partner of
Atlantic Pipeline (Out) L.P.

ISSUED: FEBRUARY 25, 2002

EFFECTIVE: FEBRUARY 26, 2002

Issued by:
Deborah M. Fretz, President
Sunoco Logistics Partners
Operations GP LLC, the General Partner of
Sunoco Pipeline L.P.
Ten Penn Center
1801 Market Street
Philadelphia, PA 19103-1699

Compiled by:
Richard G. Taylor, Tariff Manager
Sunoco Logistics Partners
Operations GP LLC, the General Partner of
Sunoco Pipeline L.P.
Ten Penn Center
1801 Market Street
Philadelphia, PA 19103-1699
(215) 977-3037

PA P.U.C. No. 26
Cancels
PA P.U.C. No. 21

ATLANTIC PIPELINE CORP.

LOCAL TARIFF

Applying On

**THE INTRASTATE TRANSPORTATION OF
PETROLEUM AS DESCRIBED IN ADDITIONAL RULES CONTAINED HEREIN**

**FROM POINTS ENUMERATED IN TABLE OF RATES
TO POINTS ENUMERATED IN TABLE OF RATES**

The rates published in this tariff are in cents per barrel of 42 U.S. Gallons each, for the intrastate transportation of petroleum by pipe line, subject to the Rules and Regulations published in Atlantic Pipeline Corp. Tariff Pipeline - Pa. P.U.C. No. 25, supplements thereto and additional rules published herein.

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

ISSUED: JUNE 1, 1991

EFFECTIVE: AUGUST 1, 1991

Issued by:
R. W. Reynolds, President
ATLANTIC PIPELINE CORP.
Post Office Box 2039
Tulsa, Oklahoma 74102

[N] Complied by:
Kermit L. Swindall
Mgr., Tariff Admin. & Joint Ventures
ATLANTIC PIPELINE CORP.
Post Office Box 2039
Tulsa, Oklahoma 74102
(918) 586-6070

ATLANTIC PIPELINE CORP.**TABLE OF RATES**

**Rates in Cents per Barrel of 42 U.S. Gallons
(See Item 16 for Specifications)**

FROM	TO	SPECIFICATIONS		
		A	B	C
Ft. Mifflin (Delaware County) [N]	Girard Point (Phila County)	12.00	12.00	12.00
	Atlantic Refining & Marketing (1) Company's Philadelphia Refinery (Philadelphia County)	18.00	18.00	18.00
	Swann Jct. (Phila. County) (1)	12.00	12.00	12.00
Girard Point (Phila County)	Atlantic Refining & Marketing (1) Company's Philadelphia Refinery (Philadelphia County)	12.00	12.00	12.00
	Swann Jct. (Phila. County) (1)	12.00	12.00	12.00
Atlantic Refining & Marketing (1) Company's Philadelphia Refinery (Philadelphia County)	Girard Point (Phila. County)	12.00	12.00	12.00
	Point Breeze (Phila. County)	[C]	[C]	[C]
	Swann Jct. (Phila. County) (1)	12.00	12.00	12.00

EXPLANATION OF REFERENCE MARKS

(1) This location was referred to as "Point Breeze" on Pa. P.U.C. No. 21.

[N] To denote new.

[C] To denote canceled.

To denote changes in wording which result in
neither increases nor reductions in charges.

The rates shown above are for pipeline transportation only and do not include
charges for loading or unloading ships and barges at the Ft. Mifflin docks.
The movements described on this tariff will occur on Carrier's 16" FM-1 line.

ADDITIONAL RULES AND REGULATIONS		
Petroleum as described in Item No. 16 will be received for transportation subject to the following rules and regulations.		
ITEM No.	SUBJECT	RULES AND REGULATIONS
16	Description and Specifications	<p>Specification A: Crude Petroleum Crude Petroleum will be received for transportation when of good merchantable quality and of such viscosity that the facilities of the Carrier can transport the oil to destination without interfering with the use of the Carrier's facilities for subsequent receipts; and no crude petroleum will be received the quality of which has been seriously impaired through the character of storage in which the same has been held. When any petroleum tendered for transportation is involved in litigation, disputed ownership, or encumbrance of a lien or charge of any kind, the shipper shall so advise Carrier in writing. Carrier may refuse receipt or delivery of such petroleum or may require of shipper an indemnity bond deemed sufficient by Carrier to protect it against any and all loss</p> <p>Specification B: Residual Oil: Residual Oil will be received when of such viscosity that the facilities of the carrier can transport the oil to destination without interfering with the use of the Carrier's facilities for subsequent receipts.</p> <p>Specification C: Unfinished Petroleum Oil: Unfinished Petroleum Oil which is to be further processed will be received when of such physical properties that it can be handled through the Carrier's facilities without unreasonable alteration of the quality of such oil or other oil in the Carrier's custody.</p>
17	Right of Carrier to Examine Inspect, et.	All orders for shipment of petroleum shall be upon condition that Carrier, by its representatives and employees, shall have the right to go upon the premises where such petroleum is located, and have access to any and all vessel cargo compartments, tanks or storage receptacles for the purpose of making any examinations, inspection or test contemplated by these regulations.