

**F.E.R.C. No. 192.0.0**

Cancels F.E.R.C. Tariff No. 5.1.0\*

\*(Blue Dolphin Pipe Line Company series)

**SUNOCO PIPELINE L.P.**  
LOCAL AND PROPORTIONAL PIPELINE TARIFF

Containing  
Rules and Regulations  
Governing the Transportation and Handling of  
**CRUDE PETROLEUM**

From  
**Buccaneer Plant**  
**Brazoria County, Texas**  
To  
**Sunoco Logistics Terminal**  
**Brazoria County, Texas**

**[N] The rules and regulations have been brought forward from Blue Dolphin Pipe Line Company's F.E.R.C. Tariff No. 5.1.0 in accordance with Sunoco Pipeline, L.P.'s Adoption Notice 191.0.0, effective August 3, 2011**

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

**ISSUED: AUGUST 25, 2011**

**EFFECTIVE: SEPTEMBER 25, 2011**

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**RULES AND REGULATIONS**

This Carrier will receive petroleum for trunk line interstate transportation, only when destined for further transportation beyond via water or other pipelines, subject to the following conditions:

**Item 5 Definitions**

"Carrier" as herein used means [W] ~~Blue Dolphin Pipe Line Company~~ **Sunoco Pipeline, L.P.**

"Barrel" as herein used means forty-two (42) United States gallons at sixty degrees (60°) Fahrenheit and, zero (0) gauge pressure if the vapor pressure of the petroleum is at or below atmospheric pressure, or at equilibrium pressure if the vapor pressure of the petroleum is above atmospheric pressure.

"Petroleum" as herein used means the direct liquid products of oil wells, or a mixture of the direct liquid products of oil wells with the indirect liquid products of oil and gas wells; including gasoline and liquefied petroleum gases as provided in Item 15.

"Tender" as herein used means an offer by a shipper to the Carrier of a stated quantity of petroleum for transportation from a specified origin or origins to a specified destination in accordance with these rules and regulations.

**Item 10 Commodity**

The Carrier will transport petroleum as defined in Item 5, exclusively, and will not accept any other commodity for transportation.

**Item 15 Mixtures**

The indirect liquid products of oil and gas wells including gasoline and liquefied petroleum gases, hereinafter referred to as indirect products, will be accepted and transported as a mixture with the direct liquid products of oil wells, hereinafter referred to as direct products, providing the vapor pressure of the resulting mixture does not exceed that permitted by Carrier's facilities and operating conditions.

The indirect products portion of the mixture will be accepted for transportation at reception points other than the one at which the direct products portion of the same mixture is received, provided that the shipper, consignee, and destination are the same, and that operating conditions and the Carrier's permit the indirect products portion to be mixed with the direct products of the same shipper or consignee. The rate to be assessed on each portion of the mixture shall be the rate applicable from the reception point at which each is received.

The direct and indirect products will be measured and tested separately for determining volumes received. Each such measurement will be made in accordance with Item 40.

Mixtures will be transported and delivered as petroleum only. Nothing in this rule is to be construed to waive provisions of Item 25 of this tariff or to require the Carrier to receive,

transport, and deliver unmixed indirect products. However, unmixed indirect products may be transported for subsequent mixing with direct products in accordance with this rule where facilities exist and operations permit transporting such indirect products.

**Item 20 Specifications As To Quality Received**

No petroleum will be accepted for transportation except good merchantable petroleum of the gravity of twenty degrees (20°) AP.I. (American Petroleum Institute) or higher which is properly settled and; contains not more than one percent (1%) of basic sediment, water, and other impurities, and has a temperature not in excess of one hundred and twenty degrees (120°) Fahrenheit. If petroleum is accepted from tankage, settled bottoms in such tanks must not be above a point four inches (4") below the bottom of the pipeline connection with the tank from which it enters Carrier's facilities. No petroleum will be accepted unless its gravity, viscosity, and other characteristics are such that it will be readily susceptible of transportation through the Carrier's existing facilities and it will not materially affect the quality of other shipments or cause disadvantage to other shippers and/or the Carrier.

**Item 25 Shipments, Maintenance of Identity**

Petroleum will be accepted for transportation only on condition that it may be subject to such changes in gravity or quality while in transit as would result from its mixture with other petroleum in the pipelines or tanks of the Carrier. Carrier shall be under no obligation to deliver the identical petroleum received but may make delivery out of common stock or out of Carrier's pipeline stream of substantially like petroleum.

**Item 30 Minimum Tender**

Tenders for the transportation of such petroleum will be accepted under this tariff in quantities of not less than ten thousand (10,000) barrels from one shipper consigned to one consignee and destination. Petroleum so tendered to the Carrier for transportation will be received as currently available providing the total within a 30-day period is not less than ten thousand (10,000) barrels. The Carrier will not be obligated to forward petroleum so tendered until it has received from one or more shippers - to be delivered to a single destination in a common batch - a quantity aggregating not less than twenty-five thousand (25,000) barrels of the same quality, or of different qualities to be commingled - provided that the shippers agree to said commingling.

**Item 35 Title**

The Carrier shall have the right to reject any petroleum, when tendered for transportation, which may be involved in litigation, or the title of which may be in dispute, or which may be encumbered by lien or charge of any kind, and it may require of the shipper satisfactory evidence of his perfect and unencumbered title or satisfactory indemnity bond to protect Carrier. By tendering petroleum, the shipper warrants and guarantees that the shipper has good title thereto and agrees to hold Carrier harmless for any and all loss, cost, liability, damage and/or expense resulting from failure of title thereto; provided, that acceptance for transportation shall not be deemed a representation by the Carrier as to title.

**Item 40 Gauging, Testing, and Volume Corrections**

Petroleum shipped hereunder must be measured and tested by representatives of the Carrier or by automatic equipment approved by the Carrier. Quantities will be determined from correctly complied tank tables or by Carrier-approved automatic equipment and adjusted to the temperature of 60 degrees (60°) Fahrenheit. Where measurement is made by meters, a further correction will be made for pressure in accordance with A.P.I. (American Petroleum Institute) Standard 1101 – Measurement of Petroleum Liquid Hydrocarbons by Pipeline Displacement Meters. Deductions will be made for the actual amount of suspended basic sediment, water, and other impurities as ascertained by centrifuge or other tests agreed upon.

When indirect liquid products are received from pressure vessels and measurements are made by tank gauges, a further adjustment will be made to cover evacuation losses if a gas blanket at or in excess of the vapor pressure of the liquid is not used.

The net quantities so determined for acceptance will be the net quantities deliverable.

**Item 45 Arrangements Required For Further Transportation**

The Carrier will accept petroleum for transportation only when the shipper or consignee has made the necessary arrangements for further shipment beyond.

**Item 50 Origin Facilities Required for Automatic Custody Transfer**

Where consignor (or shipper) elects to deliver petroleum to the Carrier at point of origin through automatic custody transfer facilities (in lieu of tankage), the consignor (or shipper) shall furnish the required automatic measuring and sampling facilities and the design, construction, and calibration of such facilities must be approved by the Carrier and any appropriate regulatory body. In the event automatic custody transfer is made by meters, the consignor (or shipper) shall also furnish whatever pumping service is necessary to insure that the petroleum being delivered to the meter is at a pressure in excess of the bubble point of the liquid.

**Item 55 Application of Rates and Charges**

Only petroleum destined for further movement in interstate commerce via water transportation will be accepted for movement under this tariff. Petroleum accepted for transportation shall be subject to the rates and charges in effect on the date of receipt of such petroleum by the Carrier. Trunk line transportation and all other lawful charges will be collected on the basis of the net quantities of petroleum delivered. All net quantities will be determined in the manner provided in Item 40.

**Item 60 Notice of Arrival, Delivery at Destination**

The obligation of the Carrier is to deliver at destination the quantity of petroleum to be transported less deductions, and such delivery may be made upon twenty-four (24) hours' notice

to the shipper or consignee, who shall accept and receive said petroleum from the Carrier with all possible dispatch into the tanks or receptacles to be provided by the shipper or consignee. If the shipper, or consignee, is unable or refuses to receive said petroleum as it arrives at destination, the Carrier reserves the right to make whatever arrangements for disposition of the petroleum it deems appropriate in order to clear its pipeline. Any additional expenses incurred by the Carrier in making such arrangements shall be borne by the shipper or consignee.

**Item 65      Apportionment When Tenders Are In Excess of Facilities**

When there shall be tendered to the Carrier, for transportation, more petroleum than can be currently transported, the transportation furnished by the Carrier shall be apportioned among all shippers in proportion to the amounts tendered by each; provided, that in making such apportionment, no tender for transportation shall be considered beyond the amount which the party requesting the shipment will have available during the current month.

**Item 70      Payment of Transportation and Other Charges**

The shipper or consignee shall pay all applicable transportation and other lawful charges accruing on petroleum delivered to and accepted by the Carrier for shipment, and if required shall pay or furnish guaranty of payment of same satisfactory to the Carrier before acceptance of shipment. The Carrier shall have a lien on all petroleum belonging to the shipper or consignee to secure the payment of any and all unpaid transportation and other charges that are due to the Carrier by the shipper or consignee and may withhold such petroleum from delivery until all unpaid charges shall have been paid. If such charges remain unpaid five (5) days after notice and demand therefor, the Carrier, or its representatives shall have the right to sell such petroleum at public auction at the office of the Carrier in ~~[W] Houston, Texas~~ **Sugar Land, Texas**, on any day not a legal holiday, and not less than forty-eight (48) hours after notice stating the time and place of such sale and the quantity, general description, and location of the petroleum to be sold has been published in a daily newspaper of general circulation published in the said city where the said sale is to be held and notice sent by telegraph to the shipper. The Carrier may be a bidder and purchaser at such sale. Out of the proceeds of said sale Carrier may pay itself all transportation and other lawful charges, and all expenses incident to the sale and the balance shall be held for whosoever may be lawfully entitled thereto.

**Item 75      Liability of Carrier**

The Carrier while in possession of any of the petroleum herein described shall not be liable for any loss thereof, damage thereto, or delay, except to the extent that liability therefor is imposed on the Carrier by law. In cases of loss of petroleum for which Carrier is not responsible, the shipper shall bear the loss. Where such loss occurs in a tank containing petroleum which is the property of more than one shipper, or in a line to a segregated batch of petroleum which is the property of more than one shipper, each shipper shall bear the loss in such proportion as his total volume in said tank or batch bears to the total volume in said tank or batch.

**Item 80      Claims, Suits, and Time for Filing**

As a condition precedent to recovery for loss, damage, or delay to shipments, claims, must be filed in writing with the Carrier within nine (9) months after delivery of the petroleum, or, in case of failure to make delivery, then within nine (9) months after a reasonable time for delivery has elapsed; and suits arising out of such claims shall be instituted against the Carrier only within two (2) years from the time when the Carrier delivers, or tenders delivery of, the petroleum or, in case of failure to make or tender delivery, then within two (2) years after a reasonable time for delivery has elapsed. Where claims are not filed or suits are not instituted thereon in accordance with the foregoing provisions, Carrier will not be liable and such claim will not be paid.

**Item 90      Duty of Carrier**

The Carrier shall not be required to transport petroleum except with reasonable diligence, considering the quantity of petroleum, the distance of transportation, the safety of operation, and other material factors.

**Item 95      Use of Communication Facilities**

Without additional charge, shippers or consignees may use the private communication facilities of Carrier for the transmission of messages incident to a shipment, but Carrier shall not be obligated to deliver messages nor shall it be liable for failure to deliver messages, for errors or delay in transmission, or for interruption of the service.

**EXPLANATION OF REFERENCE MARKS:**

[N]    NEW

[W]    CHANGE IN WORDING ONLY