

# **ROCKY MOUNTAIN PIPELINE SYSTEM LLC**

## **LOCAL PIPELINE TARIFF**

Applying on  
**PETROLEUM PRODUCTS**

As Defined in Item No. 10  
**TRANSPORTED BY PIPELINE  
FROM AND TO POINTS NAMED HEREIN**

The rates named in this Tariff are expressed in cents per barrel of forty-two (42) United States Gallons and are subject to change as provided by law, also to regulations named herein.

Rates, Rules and Regulations applying on Colorado Intrastate Traffic issued on authority of the Colorado 4 CCR 723-1 Rule 41.

The rates published herein will have no effect on the quality of the human environment.

**Issued: May 27, 2010**

**Colo. P.U.C. Effective Date: July 1, 2010**

Issued By:  
Harry N. Pefanis  
President & Chief Operating Officer  
Rocky Mountain Pipeline System LLC  
P.O. Box 4648  
Houston, Texas 77210-4648

Compiled By:  
Jack Luder  
Tariff Manager  
Rocky Mountain Pipeline System LLC  
P.O. Box 4648  
Houston, Texas 77210-4648  
(713)-646-4644

<b>TABLE OF CONTENTS</b>	<b>PAGE</b>
Abbreviations and Reference Marks .....	2
Alphabetical List of Points From and To Which Rates Apply.....	2
Section 1 -- Rules and Regulations .....	3, 4, 5, 6, 7, 8
Section 2 -- Local Rates .....	9
Map .....	10

<b>ABBREVIATIONS AND REFERENCE MARKS</b>	
F.E.R.C.	Federal Energy Regulatory Commission
Colo P.U.C.	The Public Utilities Commission of the State of Colorado
No.	Number
[S]	Intrastate rate only
[D]	Decreased rate
±	No terminal facilities provided by the Carrier.
[U]	Unchanged rate

<b>TARIFF FILING EXPLANATORY NOTES</b>
Colorado P.U.C. No. 8 is issued in accordance with the F.E.R.C. indexing procedures.
The rates published herein will have no effect on the quality of the human environment.

<b>ALPHABETICAL LIST OF POINTS FROM AND TO WHICH RATES IN SECTION 2 APPLY</b>			
<b>Points from which rates apply</b>	<b>Item Number</b>	<b>Points to which rates apply</b>	<b>Item Number</b>
Commerce City, Colorado	125	Dupont, Colorado	125
		Fountain, Colorado	125

**SECTION 1****RULES AND REGULATIONS**

The Rocky Mountain Pipeline System LLC, hereinafter referred to as "Carrier", will receive petroleum products for transportation under the following conditions:

**Item No. 10. PETROLEUM PRODUCTS DEFINED**

The term "petroleum product" as used herein, means any petroleum product which by American Society for Testing Materials test methods, substantially distills below seven hundred (700) degrees Fahrenheit, has a Reid vapor pressure not exceeding twenty-eight (28) pounds at one hundred (100) degrees Fahrenheit and a color not darker than No. 3.

**Item No. 15. TESTING**

Carrier may sample and/or test any shipment prior to acceptance or during receipt of shipment.

**Item No. 20. MEASURING**

Carrier will gauge or meter petroleum products at origin at time of receipt and at destination at time of delivery. Shipper or consignee shall have the privilege of being present or represented at the time of measurement. Petroleum products will be received and delivered on the basis of volume corrections for temperature from observed temperatures to temperatures on the basis of sixty (60) degrees Fahrenheit.

Carrier will only be accountable for delivery of that quantity of products accepted for transportation from all origins. Any overage or shortage not due to the negligence of the carrier, including losses resulting from shrinkage, evaporation, other physical product loss and interface mixture in any calendar month, will be allocated on a monthly accrual basis among the shippers in the proportion that the total number of barrels delivered from the entire system for each shipper bears to the total number of barrels delivered from the entire system for all shippers.

**Item No. 25. FACILITIES AT ORIGIN AND DESTINATION**

Section A - Origin. Carrier will provide, at point of origin, the storage facilities it deems necessary for the orderly scheduling of movements through the pipeline. Petroleum products will be accepted for transportation only when shipper has provided equipment and facilities satisfactory to the Carrier for receiving such shipments at point of origin at a pumping rate equal to Carrier's then current rate of pumping.

Section B - Destination. Carrier will provide at its terminals reasonable facilities for receiving, storing, and loading petroleum products.

Shipper or consignee may provide facilities for receiving, storing, and loading petroleum products at Carrier's terminals, or at other delivery points on the pipeline.

Carrier assumes no responsibility to accept any petroleum product from any shipper at any time that either the Carrier, shipper or consignee does not have facilities for promptly receiving such product

from the line at designated destinations.

**Item No. 30. MINIMUM SHIPMENT**

A minimum of five thousand (5,000) barrels of one quality and specification of a "petroleum product" will be accepted for shipment from one or more shippers at one point of origin at one time. However, the minimum will not apply to buffer material required by Carrier to reduce contamination. Shipments involving line reversals will be accepted subject to delay until Carrier has accumulated a total of twenty-five thousand (25,000) barrels or more of the same or other products to move in the same section of the line in the same direction, at the same time.

**Item No. 32. MINIMUM CONSIGNMENT**

A total of not less than one thousand (1,000) barrels of a petroleum product may be consigned simultaneously by one or more shippers to any destination, providing there remains in the pipeline after delivery of such consignment at least three thousand (3,000) barrels of the same kind of a petroleum product consigned to a destination beyond such delivery point.

**Item No. 35. MINIMUM DELIVERIES FROM CARRIER'S TERMINALS**

For delivery of petroleum products from Carrier's terminals, consignee or consignor shall provide the required motor tank trucks. Each tank truck to be loaded with liquefied petroleum gas must have a minimum total capacity of five thousand (5,000) gallons. Each tank truck to be loaded with other petroleum products must have a minimum total capacity of two thousand five hundred (2,500) gallons.

**Item No. 40. DUTY OF CARRIER**

The Carrier shall transport and deliver at the destination, with reasonable diligence, the quantities of petroleum products accepted for transportation less the tender deduction.

In the event of non-delivery due to interface cuts or other operating losses, the Carrier shall have the right to satisfy any claim by product replacement or cash payment.

**Item No. 45. IDENTITY OF SHIPMENT**

Section A. Carrier will use due diligence to maintain segregation of petroleum products consigned to storage facilities provided by the shipper or consignee, but reserves the right of substitution of a product of the same quality and specifications and the right of delivery of up to five hundred (500) barrels per shipment of interface mixture; provided, however, that if the shipper or consignee is unable to accept such mixture, Carrier will arrange for disposition and reimburse the shipper or consignee for actual volume not delivered at the current refinery market price of the lower valued product in the mixture.

Section B. It being impractical to maintain the identity of each shipment of petroleum products consigned to Carrier's storage facilities, Carrier reserves the right of substitution of gallonage, but not one kind of commodity for another.

**Item No. 50. LIABILITY OF CARRIER**

Carrier shall not be liable for any delay in delivery or for any loss of product caused by an act of God, public enemy, quarantine, authority of law, strikes, riots, fire, floods or by act of default of Consignor or Consignee, or resulting from any other cause not due to the negligence of Carrier, whether similar or dissimilar to the causes herein enumerated. Any such loss shall be apportioned by Carrier to each shipment of product or portion thereof involved in such loss in the proportion that such shipment or portion thereof bears to the total of all product in the loss, and each Consignee shall be entitled to receive only that portion of its shipment remaining after deducting his proportion as above determined of such loss. Carrier shall prepare and submit a statement to Shippers and Consignee showing the apportionment of any such loss.

The Carrier operates under this tariff solely as a provider of transportation, storage, and terminaling services and not as an owner, manufacturer, or seller of the product transported or stored hereunder, and the Carrier expressly disclaims any liability for any expressed or implied warranty for products transported or stored hereunder including any warranties of merchantability or fitness for intended use.

For all services provided for and received under this tariff, Shipper will indemnify and defend Carrier from any claims, liabilities, or losses (including costs of defense and reasonable attorney's fees), including claims for personal injury, death, or property damage involving the Carrier, Shipper, Consignee, or third parties based on or arising out of Carrier's performance of such services where such services are performed in accordance with applicable federal, state, or local statutes, regulations or ordinances. This indemnification shall include but not be limited to services such as the provision of emergency response numbers and shall include claims of any nature, legal or equitable, whether based on strict liability, negligence, breach of warranty, or any other causes of action. Shipper shall not be obligated to indemnify, hold harmless, and defend Carrier to the extent Carrier's failure to perform a service herein stated shall have caused the loss, claims, or liabilities covered under this Item No. 50. This indemnification obligation shall not apply to losses or damages to the product transported or handled under this tariff, or for the failure of the Carrier's obligation to maintain and operate its facilities in a proper operating condition.

**Item No. 55. CLAIMS, TIME FOR FILING**

As a condition precedent to recovery, claims for loss or damage must be filed in writing with the Carrier within nine (9) months after delivery of the property, or, in case of failure to make delivery, then within nine (9) months after a reasonable time for delivery has elapsed; and suits shall be instituted against Carrier only within two (2) years and one (1) day from the day when notice in writing is given by the Carrier to the claimant that Carrier has disallowed the claim or any part or parts thereof specified in the notice. Where claims for loss or damage are not filed or suits are not instituted thereon in accordance with the foregoing provisions, Carrier will not be liable and such claims will not be paid.

**Item No. 60. PRORATION OF PIPELINE CAPACITY**

When there is tendered to Carrier for transportation a quantity which exceeds the current capacity of the Carrier, the petroleum products offered by each shipper for transportation will be transported in such quantities and at such times to the limit of capacity so as to avoid discrimination among shippers.

**Item No. 65. INJECTION ADDITIVES AND DYES**

Colo. P.U.C. No. 8  
Rocky Mountain Pipeline System LLC Tariff

When requested by a shipper or a consignee, Carrier will if injection ratio of the requested additive is within the capabilities of the present injection equipment, for a service charge of **[D] 7.42** cents per barrel of petroleum product treated, perform the service of injecting dyes, additives and additive mixtures, including pour point depressants, into oils at Carrier's terminal, provided however, that the party requesting such service shall furnish or pay for all required dyes and additives.

For a service charge of **[D] 7.42** cents per barrel of gasoline treated, Carrier will perform the service of injecting, reporting and control associated with all deposit control gasoline additives. In addition, the party will furnish or pay for the required deposit control gasoline additive.

In the event the specifications or injection ratio of a shipper's additives are outside the capabilities of Carrier's injection equipment, the Carrier may require the party requesting the service to install satisfactory injection equipment or pay an installation charge for such equipment.

**[U] Item No. 70. DEMURRAGE CHARGES**

In order to provide space for delivery of succeeding shipments into Carrier's facilities and otherwise to prevent or relieve congestion at Carrier's terminals, Carrier shall give notice to those shippers or consignees whose petroleum products are causing congestion directing them to remove such products. If the products of more than one shipper or consignee are causing congestion but less than all such products must be removed, the products specified in the notice shall be determined on a first-in--first-out basis. Petroleum products specified in the notice which are not removed at the close of a thirty (30) day period, beginning the day after such notice is sent by the Carrier, shall be subject to a demurrage charge of **[U] one (1) cent per barrel per day until removed.** Demurrage charges shall be payable upon presentation of bill by the Carrier.

**Item No. 75. RECONSIGNMENT**

If no backhaul movement is required, and if current operating conditions permit, petroleum products in the custody of Carrier may be reconsigned to destinations named herein. No charge will be made for such reconsignment; however, the products so reconsigned shall be subject to the rates, rules and regulations applicable from point of initial origin to point of final destination on the date of such reconsignment.

**Item No. 77. INSTANTANEOUS BILLING (PETROEX)**

When requested by the consignor, Carrier will accumulate in the appropriate program format, consignor-consignee information and will transmit same on a daily basis, Monday through Friday, to the General Electric Company Petroex System.

**Item No. 79. TRANSMIX CHARGES AND HANDLING**

In addition to the charges for transportation and for other services provided herein, a charge of **[D] 3.19** cents per barrel will be made for all petroleum products tendered for the transportation and processing cost of transmix created during the operation of the pipeline.

It is inherent in the operation of a products pipeline that transmix, or interface mixture, will occur between batches. Carrier will dispose of the accumulated interface in the following manner:

Colo. P.U.C. No. 8  
Rocky Mountain Pipeline System LLC Tariff

1. Compatible interface mixture will be blended as can be. Carrier reserves the right to dispose of accumulated interface, including the right to sell such compatible interface on a bid or contractual basis for the account of its shippers at a private or public sale. Carrier will settle with each shipper for its share of blended interface volumes or the net proceeds of the sale less transportation charges.
2. Transmix occurring in the Carrier's system shall be retained in Carrier's custody for disposal for the account of the shippers. The volume and proceeds for sales will be allocated as described above.

Each Shipper's share of the transmix will be that percentage which its movements through the line represent to the total movements for all Shippers through that line during a calendar month as near as operating conditions permit.

#### **Item No. 80. STORAGE CHARGES**

In addition to the charges for transportation and all other services provided herein, a charge of **[D] 7.42** cents per barrel will be made for all petroleum products delivered from the pipeline into Carrier's storage facilities at Carrier's terminals.

#### **Item No. 85. TERMINAL CHARGES**

In addition to the charges for transportation and for other services provided herein, a charge of **[D] 12.99** cents per barrel will be made for all petroleum products delivered at Carrier's terminals.

#### **Item No. 87. TAX REGISTRATION**

The Carrier shall require the shipper, consignee or consignor to provide proof of registration with appropriate Federal and State agencies for the collection of any sales and excise taxes. Failure to provide such proof of registration shall not relieve shipper, consignee or consignor of the appropriate tax liability.

Any charges levied against the Carrier by any State or Federal agency will be collected by the Carrier in accordance with the provision stated in tariff Item No. 90.

#### **Item No. 90. PAYMENT OF CHARGES FOR TRANSPORTATION AND OTHER SERVICES**

The charges for transportation, storage and services accruing on petroleum products accepted for shipment shall be based on the rate applicable to the destination at which delivery is made. If required, charges shall be prepaid at point of origin or shall be paid before release of petroleum products from the custody of the Carrier. Petroleum products accepted for transportation shall be subject to a lien for all lawful charges. Charges are due on receipt. If such charges are not paid in full within 15 days from the date of the invoice, Carrier shall have the right to assess finance charges on the entire past due balance (including principal and accumulated but unpaid finance charges) until paid in full at a rate of 25% APR. Carrier reserves the right to off-set any such charges against any monies owed to Shipper by Carrier or any Petroleum Products of Shipper in Carrier's custody.

**SECTION 2**

**LOCAL RATES**  
**for the**  
**TRANSPORTATION OF PETROLEUM PRODUCTS**  
**(as defined in Item No. 10)**  
**BY PIPELINE**

**All Rates in cents per barrel of forty-two (42) United States Gallons**  
 The rates contained in this section apply only via the lines of the  
 Rocky Mountain Pipeline System LLC

**Item No. 125.**  
 Rates in this item include delivery into storage at Carrier’s terminals or consignor facilities. See Items No. 65, 79, 80, 85 and 95 for applicable charges for transmix charges and injecting additives, storage and terminal services, and security surcharge.

	<b>FROM</b>			
<b>TO</b>				Commerce City, CO
	Dupont, CO			[D] [S] 21.89
	Fountain, CO			[D] [S] 58.62



Colo. P.U.C. No. 8  
Rocky Mountain Pipeline System LLC Tariff