

# CHEVRON PIPE LINE COMPANY

## PROPORTIONAL PIPELINE TARIFF

Applying On The Transportation of

## PETROLEUM PRODUCTS

(As Defined Herein)

### TABLE OF RATES

FROM (Origin)	TO (Destination)	RATE IN CENTS PER BARREL OF 42 UNITED STATES GALLONS
South Livermore Alameda County, California	Fremont Alameda County, California	[I] 4.50

#### EXPLANATION OF REFERENCE MARKS:

[I] Increase

[W] Change in wording only

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

Subject to Rules and Regulations shown on Pages 2 thru 5.

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Advice Letter No. 30

Resolution No. O-0042

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**EXPLANATION OF TECHNICAL TERMS AND ABBREVIATIONS**

<b>Terms and Abbreviations</b>	<b>Explanation</b>
API	American Petroleum Institute
ASTM	American Society for Testing Materials
Barrel	Forty-two (42) United States gallons at sixty (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
Batch	Volume of petroleum product moved through Carrier's system as an identifiable unit
Carrier	Chevron Pipe Line Company
Consignee	Party, including a connecting pipeline system, to whom Shipper has ordered Delivery of petroleum products
°	Degrees
Delivery No.	The transfer from Carrier at destination to Consignee's facility Number
Receipt	Transfer from Shipper at origin point to Carrier for transportation
Shipper	Party who contracts with Carrier for the transportation of petroleum products under the terms of this tariff

**GENERAL RULES AND REGULATIONS**

This Carrier will receive Petroleum Products for pipeline transportation only to established delivery points subject to the following rules and regulations:

<b>Item No.</b>	<b>Subject</b>	<b>Rules, Regulations and Conditions</b>
5	Petroleum Products Defined	Where the term "Petroleum Products" is used it refers to Gasoline, Commercial Jet Fuel, and Petroleum Oil Distillates.
10	Specifications Required	<p>Petroleum Products will be accepted for transportation at such time as Petroleum Products of same quality and specifications as are currently being transported from receiving point to destination. Prior to acceptance of Petroleum Products for transportation the Carrier may require from Shipper a certificate setting forth, in detail, the specifications of each shipment of Petroleum Products.</p> <p>All additives and inhibitors to be included in Shipper's Petroleum Products must first be approved by the Carrier before such Petroleum Products will be accepted for transportation. The maximum temperature of any Petroleum Products accepted for transportation will be one hundred and twenty degrees (120°) Fahrenheit.</p> <p>Gasolines containing methanol or ethanol as blending components will not be accepted for shipment. Shippers must inform Carrier at the time of formal placement of tenders of all gasoline shipments to contain other oxygenates such as MTBE or TBA. These gasolines must be shipped as separate Batches. Shippers shall be responsible for downstream notification to all receiving parties of oxygenate-containing gasolines</p>
15	Minimum Tender	<p>Petroleum Products will be accepted for transportation in quantities of not less than 5,000 barrels for any one commodity of quality and specifications as described herein at one point of origin from one Shipper.</p> <p>Any Shipper desiring to tender Petroleum Products for transportation hereunder, shall on or before the 15th day of the month, nominate in writing the quantity of Petroleum Products to be tendered during the following month with the Scheduler, Chevron Pipe Line Company, [W] P.O. Box 4879, Houston, Texas 77210-4879. Unless such notification be made, Carrier shall be under no obligation to accept Petroleum Products for transportation</p>

Item No.	Subject	Rules, Regulations and Conditions
20	Minimum Delivery at Destination	Carrier will deliver all or part of any shipment of Petroleum Products at destinations named herein provided that the quantity of Petroleum Products of same specification delivered to one Consignee at any established destination is not less than two thousand (5,000) barrels.
25	Origin and Destination Facilities	Petroleum Products will be accepted for transportation only when Shipper has provided equipment and facilities, including storage facilities, satisfactory to Carrier for delivering such tenders to the Carrier's pipe line at a pumping rate equal to Carrier's current rate of 1,250 barrels per hour and for receiving same without delay upon arrival at destination. Carrier may require satisfactory evidence to be furnished that the necessary facilities are available for delivering shipments to Carrier's pipe line and for the prompt receiving of shipments at destination before Carrier is obligated to accept tenders for transportation.
30	Identity of Petroleum Products	<p>Petroleum Products will be accepted for transportation upon the conditions that: (1) the Carrier may inject corrosion inhibitor compound in the product to be transported; (2) the Carrier while in possession thereof will use diligence to transport same to destinations with a minimum amount of contamination and that it shall be subject to such changes in gravity, quality or characteristics while in transit as may result from the mixture with other Petroleum Products. Carrier will not be liable for discoloration, contamination or deterioration of Petroleum Products transported hereunder.</p> <p>Subject to the foregoing, Carrier will use its best efforts to maintain the identity of individual shipments of Petroleum Products. However, in view of the impracticability of maintaining the exact identity of shipments at all times, the Carrier reserves the right at any time to substitute and deliver a product of the same kind as the commodity shipped.</p>
35	Testing Gauging and Metering	All shipments tendered Carrier for transportation shall be tested, gauged or metered by a representative of Carrier prior to, or at the time of Receipt from the Shipper or Delivery to Consignee, but the Shipper or Consignee shall at all times have the privilege of being present or represented during the testing, gauging or metering. Quantities shall be corrected as to temperature from observed temperature to 60° Fahrenheit basis by use of applicable API-ASTM volume correction factor tables. Full deduction will be made for all water and other impurities. The net balance, after applicable deduction, will be the quantity deliverable by Carrier and upon which transportation charges will be assessed.
40	Transportation Charges	<p>Transportation charges will be assessed and collected by Carrier at the rates named herein at the time of receipt on the basis of the quantity actually received at origin after making adjustments as provided for herein.</p> <p>The shipper or Consignee shall pay the transportation and all other charges applicable to the shipment, and, if required, shall prepay or guarantee the same before acceptance by the Carrier. Carrier shall have a lien on all Petroleum Products in its possession belonging to the Shipper to secure the payment of all unpaid charges due by such Shipper, and may withhold such Petroleum Products from Delivery until all of such unpaid charges shall have been paid.</p> <p>If said charges shall remain unpaid five (5) days after the time which may be fixed for receipt provided for above or, in the absence of unpaid charges, when there shall be failure to take the Petroleum Products at the destination point as provided in these rules and regulations, the Carrier may, by an agent, sell a said Petroleum Products at public auction for cash on any day not a Sunday or legal holiday, and not less than forty-eight (48) hours after publication of notice, in a daily newspaper, of the time and place of such sale and the quantity of Petroleum Products to be sold. The Carrier may be a bidder and purchaser at such sale. Out of the proceeds of said sale the Carrier may pay itself all transportation and any other lawful charges, expense of notice, advertisement, sale, and other necessary expense, and of caring for and maintaining the Petroleum Products and the net balance shall be held without interest for whomsoever may be lawfully entitled thereto.</p>

Item No.	Subject	Rules, Regulations and Conditions
45	Delivery at Destinations	Carrier shall notify the Consignee of the arrival at destination of each shipment. Upon arrival at destination, the Petroleum Products will be delivered to storage tanks of Consignee through the facilities provided by the Consignee. The Consignee shall receive from Carrier's line without delay the Petroleum Products which have been transported to the destination point for its account. If Shipper or Consignee is unable or refuses to receive said Petroleum Products as it arrives at destination, the Carrier reserves the right to make whatever arrangements for disposition of the Petroleum Products it deems appropriate in order to clear its pipeline. Any additional expenses incurred by the Carrier in making such arrangements shall be borne by Shipper or Consignee.
50	Liens and Title	Carrier shall have the right to reject any Petroleum Products, 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. If Carrier has a reasonable basis to believe that such a situation exists, it will require of the Shipper satisfactory evidence of his perfect and unencumbered title or satisfactory indemnity to protect Carrier against any and all loss resulting from transporting Petroleum Products involved in litigation.
55	Diversion or Reconsignment	If no out-of-line or backhaul movement or interference with shipping sequence is required, diversion or reconsignment may be made without charge, provided notice is given not less than forty-eight (48) hours before scheduled arrival at original destination, subject to the rates, rules and regulations as provided in this tariff.
60	Pipeage Contracts Required	Separate pipeage contracts in accord with this tariff and these regulations covering further details may be required of the proposed Shipper before any duty of transportation shall arise
65	Liability of Parties	<p>As a condition to Carrier's acceptance of Petroleum Products under this tariff, each Shipper agrees to protect and indemnify Carrier against claims or actions for injury and/or death of any and all persons whomever and for damage to property of Carrier, Shipper, Consignee and/or any third party resulting from or arising out of 1) any breach of or failure to adhere to any provision of this tariff by Shipper, Consignee, their agents, employees or representatives and 2) the negligent acts(s) or failure(s) to act of Shipper, Consignee, their agents, employees or representatives in connection with Delivery or Receipt of Petroleum Products.</p> <p>The Carrier, while in possession of Petroleum Products herein described, shall not be liable for any loss; damage; or delay caused by act of God, war, act of public enemy, quarantine, the authority of law, strikes, riots, civil disorder, requisition or necessity of the Government of the United States in time of war default of Shipper or owner, or from any cause not due to the sole negligence of the Carrier.</p> <ul style="list-style-type: none"> <li>a) In case of loss of any Petroleum Products from any such causes, after it has been received for transportation and before the same has been delivered to Shipper or Consignee, such loss will be charged proportionally to each Shipper in the ratio that his Petroleum Products, or portion thereof, received and undelivered at the time the loss occurs, bears to the total of all Petroleum Products then in the custody of the Carrier for transportation via the lines or other facilities in which the loss occurs.</li> <li>b) Carrier will be obligated to deliver only that portion of such Petroleum Products remaining after deducting Shipper's proportion of such loss determined as aforesaid. Transportation charges will be assessed only on the quantity delivered.</li> <li>c) Carrier will compensate Shippers for Petroleum Products losses for which Carrier is liable by paying the value of such Petroleum Products at the point where transportation originated. The value of such Petroleum Products will be based on the value of the Petroleum Products as quoted in Platt's Oilgram Price Report, or other industry accepted price service selected by the Carrier on the date of loss of the Petroleum Products.</li> </ul>

Item No.	Subject	Rules, Regulations and Conditions
70	Claims, Time for Filing	Claims for loss or damage must be made in writing with Carrier within none (9) months after Delivery of the property, or in case of a failure to make Delivery, then within nine (9) months after a reasonable time for Delivery has elapsed. Suits for loss or damage shall be instituted only within two (2) years and one (1) day after Delivery of the property, or in case of a failure to make, then within two (2) years and one (1) day after a reasonable time for Delivery has elapsed; provided, however, that where claims have been duly filed with the Carrier, suit must be brought within two (2) years and one (1) day after notice in writing is given by the Carrier to the claimant that the Carrier has disallowed the claim for 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 provision, such claims will not be paid and the Carrier will not be liable.
75	Apportionment When Tenders Are in Excess of Facilities	When there is tendered to the Company for transportation, more Petroleum Products than can be immediately transported, the transportation furnished by the Company shall be apportioned among all shippers in an equitable and non-discriminatory manner. The details of this procedure are contained in the Company's "Proration Policy" which is available upon request.
80	Use of Communication Facilities	Where this Carrier maintains private communication facilities, messages incident to shipment may be transmitted by Carrier for Shipper without extra charges. However, this Carrier shall not be liable for nondelivery of messages, for error or delay in transmission, or for interruption of service.
85	Charge for Spill Compensation	In addition to the transportation charges and all other charges accruing on Petroleum Products accepted for transportation, a per Barrel charge will be assessed and collected in the amount of any tax, fee, or other charge levied against the Carrier in connection with such a commodity, pursuant to any Federal, State or local act or regulation which levies a tax, fee, or other charge, on the Receipt, Delivery, transfer or transportation of such commodities within their jurisdiction for the purpose of creating a fund for the prevention, containment, cleanup and/or removal of spills and/or the reimbursement of persons sustaining loss therefrom.
90	Connection Policy	<p>Connections to Carrier's pipeline(s) will only be considered if made by formal written notification to Carrier and all requests will be subject to the following standards and conditions.</p> <p>All connections will be subject to design requirements necessary to protect the safety, security, integrity and efficient operation of the Carrier's pipeline(s) in accordance with generally accepted industry standards. Acceptance of any request for connection will be subject to compliance with governmental regulations.</p>