

# CHEVRON PIPE LINE COMPANY

RANGELY TANKAGE SYSTEM

LOCAL PIPELINE TARIFF

Applying On Transportation and Gathering of

**CRUDE PETROLEUM**

(As Defined Herein)

At

RANGELY STATION, RIO BLANCO COUNTY, COLORADO

**Issued under authority of 18 C.F.R. § 342.3, Indexing**

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**ALL RATES IN THIS ISSUE ARE INCREASED**

**TRANSFER CHARGES**

This Company will transfer Crude Petroleum to Rangely tankage through this Company's transfer line from Rocky Mountain Pipeline System LLC's crude trunk line at Rangely Station, Rio Blanco County, Colorado at a rate of:

**[1] 5.99 cents per Barrel**

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Subject to Rules and Regulations shown on Pages 2 through 4.

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**Issued: May 29, 2009**

**Effective: July 1, 2009**

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

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## EXPLANATION OF TECHNICAL TERMS AND ABBREVIATIONS

<u>Terms and Abbreviations</u>	<u>Explanation</u>
API.....	American Petroleum Institute
ASTM .....	American Society for Testing Materials
Barrel.....	Forty-two (42) Gallons, United States gallons at sixty degrees (60 °) Fahrenheit
Company .....	Chevron Pipe Line Company
° .....	Degrees
FERC.....	Federal Energy Regulatory Commission

## GENERAL RULES AND REGULATIONS

This Company will receive Crude Petroleum as defined herein for transportation to established delivery stations on its own lines on the following conditions:

### ITEM 5 “Crude Petroleum” Defined

“Crude Petroleum” means the direct liquid hydrocarbon products from oil wells.

### ITEM 15 Quality of Crude Petroleum

Crude Petroleum accepted for transportation by Company must be good merchantable oil of such viscosity, pour point, temperature and API gravity as will permit its being freely handled and transported under the temperature conditions actually existing in the pipeline. By the term “merchantable oil” is meant any Crude Petroleum adapted for refining or fuel purposes, properly settled and containing not more than two per cent (2%) of basic sediment, water and other impurities above a point six (6) inches below the pipeline connection with the tank.

### ITEM 25 Nominations

Any shipper desiring to tender for transportation hereunder, shall on or before the 25<sup>th</sup> day of the month, place a written notice of the quantity of Crude Petroleum to be tendered during the following month with the Scheduler, Chevron Pipe Line Company, P.O. Box 4879, Houston, TX 77210-4879. Unless such notification be made, Company shall be under no obligation to accept Crude Petroleum for transportation.

### ITEM 30 Oil Involved In Litigation

The Company shall have the right to reject any Crude 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 Company.

### ITEM 35 Gauging, Testing and Deductions

Crude Petroleum tendered to the Company for transportation shall be measured and tested by representatives of the Company or by automatic equipment approved by the Company. Quantities will be determined from correctly compiled tank tables or by Company approved automatic equipment in accordance with the latest API-ASTM measurement standards. Deductions will be made for actual amount of suspended basic sediment, water, and other impurities as ascertained by centrifuge or other tests agreed upon.

### ITEM 45 Destination Facilities Required

The Company may refuse to accept Crude Petroleum for transportation unless satisfactory evidence be furnished that the shipper or consignee has provided the necessary facilities for the prompt receiving of said Crude Petroleum at its destination.

**ITEM 50 Liability of Company**

The Company, while in possession of Crude Petroleum herein described, shall not be liable for any loss thereof, damage thereto, or delay caused by act of God, war, act of the public enemy, quarantine, the authority of law, requisition or necessity of the government of the United States in time of war, or default of shipper or owner. In case of loss of any Crude Petroleum, from any such causes, after it has been received for transportation and before the same has been delivered to Consignee, the loss will be charged proportionately to each shipper in the ratio that his Crude Petroleum, or portion thereof, received and undelivered at the time the loss occurs, bears to the total of all Crude Petroleum then in the custody of the Company for transportation via the lines or other facilities in which the loss occurs; and the Company will be obligated to deliver only that portion of such Crude Petroleum remaining after deducting shipper's proportion of such loss determined as aforesaid. Transportation charges will be assessed only on the quantity delivered. Company will compensate shippers for Crude Petroleum losses for which Company is liable by paying the value of such Crude Petroleum at the point where transportation originated.

**ITEM 55 Duty of Company**

The Company shall not be required to transport Crude Petroleum except with reasonable diligence, considering the quality of the Crude Petroleum, the distance of transportation, and other material elements.

**ITEM 60 Payment of Transportation and Other Charges**

Transportation charges will be assessed and collected by Company at the rates named herein at the time of delivery on the basis of the quantity actually delivered at destination after making the adjustments provided in Item 35 above.

The shipper or consignee shall pay Company at the rate specified for transportation and all other lawful charges accruing on Crude Petroleum tendered and accepted for shipment, and, if required, shall pay the same before delivery. Company shall have a lien on all Crude Petroleum in its possession to cover charges for transportation and other lawful charges, and may withhold delivery of Crude Petroleum until said charges are paid. If such charges remain unpaid for more than five (5) days after notice of readiness to deliver, Company, by agent may sell said Crude Petroleum at public auction at its public office in Salt Lake City, Utah, on any day not a legal holiday and not less than forty-eight (48) hours after publication of notice in a daily newspaper in said city, said notice giving the time and place of the sale and the quantity of the Crude Petroleum to be sold. The Company may be a bidder and purchaser at such sale. From the proceeds of the sale, Company may pay itself all charges lawfully accruing, and all expenses of said sale, and the net balance shall be held for whomsoever may be lawfully entitled thereto.

**ITEM 65 Apportionment when Nominations Are in Excess of Facilities**

When there shall be nominated to the Company for transportation, more Crude Petroleum than can be immediately transported, the transportation furnished by the Company shall be apportioned among all shippers in proportion to the amounts nominated by each, based on the capacity of the system. Shippers will be required to submit nominations in accordance with Item 25 and no nomination shall be considered beyond the amount which the party requesting shipment has readily accessible for shipment. If a shipper fails to deliver for transportation during the month of shipment the volumes so nominated by it, its volumes for the succeeding month may be reduced by the amount of allocated throughput not utilized during the preceding month.

**ITEM 75 Notice of Claims**

Claims for loss or damage must be made in writing to the Company, P.O. Box 4879, Houston, Texas 77210-4879, 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. 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 delivery, 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 Company, suit must be brought within two (2) years and one (1) day after notice in writing is given by the Company to the claimant

that the Company 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, such claims will not be paid and the Company will not be liable.

**ITEM 85 Pipeage or Other Contracts Required**

Separate pipeage and other contracts in accord with this tariff and these regulations covering further details may be required by the Company before any duty for transportation shall arise.

**ITEM 95 Connection Policy**

Connections to Company's pipeline(s) will only be considered if made by formal written notification to Company and all requests will be subject to the following standards and conditions.

All connections will be subject to design requirements necessary to protect the safety, security, integrity and efficient operation of the Company's pipeline(s) in accordance with generally accepted industry standards. Acceptance of any request for connection will be subject to compliance with governmental regulations.

**ITEM 100 Application of Rates from/to Intermediate Origin/Destination Points**

For Crude Petroleum accepted for transportation from any origin point on Company's lines not named in the individual tariffs, which is intermediate to any published origin and/or destination points for which rates are published, Company will apply from such unnamed point the rate published from the next more distant point specified. If branch or diverging lines create two or more "next most distant points", Company will apply the rate which will result in the lowest charge.

For Crude Petroleum accepted for transportation to any destination point on Company's lines not named in the individual tariffs, which is intermediate to any published destination and/or origin points for which rates are published, Company will apply to such unnamed point the rate published to the next more distant point specified. If branch or diverging lines create two or more "next most distant points", Company will apply the rate which will result in the lowest charge.

Company will file a tariff applicable to such transportation movements within 30 days of the start of the service if the intermediate point is to be used on a continuous basis for more than 30 days.

**ITEM 105 Credit-worthiness of Shippers**

All prospective Shippers must submit sufficient financial information to establish credit-worthiness. If a prospective Shipper is not credit-worthy, or if a current Shipper's credit deteriorates, Company will require prepayment of transportation charges and/or a letter of credit from an appropriate financial institution in a form acceptable to Company.

This is in addition to, and does not limit, Company's right to prepayment or furnishing of guaranty of payment under Item 60.

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**EXPLANATION OF REFERENCE MARKS:**

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