

# BP OIL PIPELINE COMPANY

## LOCAL TARIFF

The rate named in this tariff is for the transportation of Jet Fuel  
by pipeline, subject to the regulations named herein.

FROM	TO	RATE in Cents per barrel of 42 United States Gallons
Medway Terminal (Clark County), Ohio	Wright Patterson Air Force Base (Montgomery County), Ohio	34.80

ISSUED AUGUST 31, 1989

EFFECTIVE SEPTEMBER 1, 1989

Issued by  
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SEP 12 1989  
TARIFF DIVISION  
PUBLIC UTILITIES COMMISSION OF OHIO

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## RULES AND REGULATIONS

BP Oil Pipeline Company hereinafter referred to as the "Carrier" will receive shipments of one grade of jet fuel for transportation subject to the following conditions:

1. JET FUEL DEFINED. — The term "Jet Fuel" as used herein is limited to JP-4 Jet Fuel Specification Number Mil. T5624L or revision thereof.

2. QUALITY. — No jet fuel will be accepted for transportation which will not pass the quality control test of the United States Air Force. Jet fuel will not be deemed to be accepted for transportation until after it passes the Air Force quality control test in the carrier's tanks. The shipper agrees to indemnify the carrier against loss due to receipt of jet fuel which will not pass the Air Force quality control test including contamination thereby to jet fuel in the carrier's tanks which has already passed the quality control test. Carrier shall not be liable for loss or damage resulting from contamination of jet fuel unless caused by a negligent act or omission by the carrier. The carrier agrees to use only corrosion inhibitors acceptable to the Air Force.

3. MINIMUM AND MAXIMUM QUANTITIES. — Shipment of jet fuel will be accepted for transportation in quantities of not less than five thousand (5,000) barrels nor more than capacity of the available storage in which it can be tested with a maximum of thirty-seven thousand (37,000) barrels.

4. LIABILITY OF THE CARRIER. — The carrier of jet fuel herein described shall not be liable for any loss thereof or damage thereto or delay caused by the act of God, the public enemy, quarantine, the authority of law, strikes, riots or the act or default of the shipper or owner, or from any other cause not due to the negligence of the carrier; in such cases the shipper shall stand the loss in the same proportion as the amount of his tender bears to the whole amount of the consignment of which it is a part, and shall be entitled to receive only such portion of his tender as is left after deducting his due proportion of the loss, as above; but this exemption shall not apply to loss by fire (whether originating from lightning or any other cause), while jet fuel is in the custody of the carrier if insured by the carrier against loss by fire.

5. JET FUEL TO BE FREE FROM LIENS AND CHARGES. — Jet fuel will be accepted for transportation only when free from all liens and charges.

6. PAYMENT OF TRANSPORTATION AND OTHER CHARGES. — The Shipper is liable to Carrier for all applicable transportation charges and other lawful charges accruing on Jet Fuel delivered to and accepted by Carrier for shipment. If required by Carrier, the Shipper shall pay or furnish guaranty of payment for transportation to the Carrier before acceptance of shipment.

Carrier will invoice Shipper each month for transportation and other lawful charges on Jet Fuel delivered to Shipper and/or Consignee during the previous month. If such an invoice is not paid within ten (10) days of date of Carrier's invoice, the Shipper will become liable for the payment to Carrier of interest from invoice date until paid at an annual rate equivalent to 125% of the prime rate of interest charged by the Citibank N.A. of New York, New York on ninety (90) day terms as of the due date or the maximum rate allowed by law, whichever is less.

7. GAUGING AND TESTING. — All jet fuel shall be gauged before and after receipt in the carrier's tanks by a representative of the carrier and will be tested by the carrier upon completion of receipt in the carrier's tanks in accordance with the most recent quality control procedure established by the carrier and approved by the Air Force. Volumes shall be corrected from the observed temperature, which has been recorded to the nearest half degree, to 60 degrees Fahrenheit using the appropriate tables in the current edition of the American Petroleum Institute Manual of Petroleum Measurement Standards, Chapter 11.1, Volume Correction Factors, (American Society for Testing and Materials D1250). Volumes shall also be corrected to standard pressure (0 psig) using the current edition of the American Petroleum Institute Manual of Petroleum Measurement Standards, Chapter 11.2, Compressibility Factors for Hydrocarbons. The quantity of jet fuel of required specifications received, corrected to a temperature of sixty degrees (60°)F., will be the quantity deliverable and transportation charges will be assessed in accordance therewith.

8. CLAIMS, SUITS, TIME FOR FILING. — As a condition precedent to recovery, claims must be filed in writing with the carrier within six (6) months after delivery of the jet fuel, or, in case of failure to make delivery, then within six (6) months after a reasonable time of delivery has elapsed; and suits shall be instituted against the 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 the carrier has disallowed the claim or any part or parts thereof specified in the notice. Where claims are not filed or suits are not instituted thereon in accordance with the foregoing provisions, the carrier hereunder shall not be liable, and such claims will not be paid.