

[N] Cancellation Notice

Phillips 66 Pipeline LLC

Local Proportional Tariff Applying On Petroleum Products

Subject to the Rules and Regulations Named Herein

[C] From	[C] To	Rate in Cents per Barrel of 42 United States Gallons
Frontier Refinery, Cheyenne, Laramie County, Wyoming	Kaneb Pipe Line Company, Cheyenne, Wyoming	[U] 8
Kaneb Pipe Line Company, Cheyenne, Laramie County, Wyoming	Frontier Refinery, Cheyenne, Wyoming	[U] 8

[C] The rates and routings have been brought forward unchanged from ConocoPhillips Pipe Line Company's Wyoming P.S.C. No. 4 and the rules and regulations are unchanged except where indicated, in accordance with Phillips 66 Pipeline LLC's Adoption Notice Wyoming P.S.C. No. 1.0, effective April 12, 2012.

[N] We are cancelling this tariff because we no longer have the operational ability to make the movement. No further rate or routing is available.

Filed in compliance with [W] ~~18 CFR 341.6(c) Complete adoption~~ 18 CFR 341.5 (Cancellation of Tariffs)

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

[W] Change in Wording Only [N] New [C] Cancel

Issued September 12, 2012

Effective October 15, 2012

Issued by
[W] ~~Terry Roby~~ Todd Denton, President
Phillips 66 Pipeline LLC
P. O. Box 2197
Houston, Texas 77252-2197

Compiled by
Alan Fairwell, Director, Tariffs
Phillips 66 Pipeline LLC
P. O. Box 2197
Houston, Texas 77252-2197
(713) 293-2135
[W] Fax: ~~(281) 293-3024~~ (918) 662-6100

[C] Rules and Regulations

Rule 5. Characters, Abbreviations, and Definitions

"A.M." means a time of day after midnight and before noon.

"A.S.T.M." means American Society for Testing Materials.

"Barrel" means 42 standard United States gallons.

"Carrier" means Phillips 66 Pipeline LLC.

"P.M." means a time of day after noon and before midnight.

"Petroleum Product" means gasoline, petroleum fuel oil distillate, jet fuel, and/or kerosene.

"Shipper" means party who tenders product to carrier and designates consignee.

Rule 10. Tenders and Identity of Shipments

- a. Any shipper desiring pipeline transportation of petroleum products hereunder will, on or before the 15th day of the month, submit to the carrier a notice of shipment of the quantity of petroleum products to be shipped during the following month. Unless such notification be made, carrier will be under no obligation to accept petroleum products for transportation.
- b. Subject to paragraph (a) of this item, a petroleum product will be accepted by carrier for transportation only when there has been tendered by the consignor individually, or by him and others, a quantity of the same kind and quality of petroleum products amounting in the aggregate to not less than 4,000 barrels. When requested by consignor and subject to paragraph (c) of this item, carrier will maintain the identity of individual shipments only of premium and housebrand grades of gasoline when tendered in quantities of not less than 4,000 barrels by one consignor at one point of origin.
- c. Carrier will use due diligence to transport and deliver shipments with a minimum of commingling, but since some mixing is unavoidable in pipeline transportation, carrier may make reasonable substitution of gallonage.

Rule 15. Facilities Required at Origin and Destination

No duty to accept or transport shipments shall arise until satisfactory evidence has been furnished carrier of arrangements for and availability of facilities required by this item.

- a. Consignor shall provide and operate facilities necessary to deliver shipments to carrier's established origins named in this tariff at a rate of pumping equal to carrier's current rate of pumping.
- b. Consignee shall provide equipment and facilities and make necessary arrangements for accepting delivery of shipments without undue delay on arrival at destination. Delivery by carrier will be made into consignee's tanks if located adjacent to terminal facilities of carrier, or into railroad tank cars or motor trucks furnished by consignee, provided that each motor truck must have capacity of not less than 1,500 U.S. gallons.

Rule 20. Split Deliveries

Upon written instructions of the consignor, or consignors, endorsed on the original and shipping order copies of the tender, carrier will deliver part of any shipment of petroleum products at any established destination which is intermediate to another destination, provided that the quantity of such shipment remaining for transportation and delivery to the last destination is sufficient to avoid excessive mixing. Rates and charges applicable to each destination shall be assessed on the quantity delivered at each destination.

Rule 25. Demurrage

- a. Carrier shall notify consignee of arrival at destination of each shipment and the consignee shall take delivery of such shipment without undue delay and in such quantities as may be directed by carrier to provide space in the carrier's facilities for the arrival of succeeding shipments of the same kind and quality of petroleum product. If consignee fails so to take delivery of any shipment, carrier shall give the consignee written notice that all or any part of such shipment, as specified by carrier, must be received by consignee within five days from the date of the notice, and after the expiration of such five-day period, demurrage charge of one cent per barrel per day of twenty-four hours, or any part thereof, shall accrue on any part of said shipment deferred for delivery and not taken as prescribed herein. At any time after demurrage begins to accrue, carrier shall have the right to sell such petroleum products as provided in Item 45. After expiration of such five-day period, carrier's liability for loss or damage shall be that of warehouseman only.

- b. ~~Time for the five day period provided for in paragraph (a) of this item will be computed for the first 7:00 A.M. after written notice is mailed by carrier to the consignee.~~

Rule 30. Diversion or Reconsignment

~~If no out-of-line or backhaul movement or interference with shipping sequence is required, diversion or reconsignment may be made prior to arrival at original destination without charge, subject to the rates, rules, and regulations applicable from point of origin to point of final destination.~~

Rule 35. Testing and Metering

- a. ~~Each consignor shall furnish carrier a certificate setting forth in detail the specifications of each shipment of a petroleum product offered for transportation, and carrier may test any shipment or part thereof prior to receipt.~~
- b. ~~Quantities at origin and destination shall be determined by meters or by gauging and computation from correctly compiled tank tables and shall be corrected to temperature of 60 degrees Fahrenheit in accordance with Table 6B, reduction of volume to 60 degrees Fahrenheit (abridged table) prepared jointly by A.S.T.M. and the Institute of Petroleum.~~
- c. ~~Consignor and consignee may have representatives present during testing, meter reading and meter calibration, and gauging.~~

Rule 40. Liens and Title

~~Carrier may, in absence of adequate security, decline to receive any petroleum product which is in litigation, or as to which a dispute of title may exist, or which is encumbered by any lien of which the carrier has notice.~~

Rule 45. Payment of Charges

~~The consignor 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 or before delivery to consignee. The carrier shall have a lien on all petroleum products accepted for transportation to secure the payment of all charges, including demurrage charges, and may withhold said petroleum products from delivery until all of such charges shall have been paid; and if such charges shall remain unpaid five days computed from the first 7:00 A.M. after demand is made for payment thereof, the carrier may, by an agent, sell said petroleum products at public auction for cash, making said sale at its public office in Cheyenne, Laramie County, Wyoming, between the hours of 10:00 A.M. and 4:00 P.M., on any day not a legal holiday, and not less than twenty four hours after publication of notice in a daily newspaper in the city of Cheyenne, Wyoming, 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 shall pay itself all transportation charges, including demurrage, and any lawful charges, expense of notice, advertisement, sale, and other necessary expense, and of caring for and maintaining the petroleum products, and the balance shall be held for whomsoever may be lawfully entitled thereto.~~

Rule 50. Liability of Carrier

~~While in possession of petroleum products for shipment, the carrier shall not be liable for any loss thereof or damage thereto or delay caused by the acts of God, public enemy, civil disorder, quarantine, authority of law, strikes, riots, fire, floods, or act or default of shipper or from any other cause not due to the negligence of the carrier whether similar or dissimilar to the causes herein enumerated. Any such loss or damage shall be apportioned to each shipment in the same proportion that such shipment, or part thereof, received and undelivered at the time such loss or damage occurs bears to the total of all shipments, or part thereof, then in the custody of the carrier for transportation. Each shipper shall be entitled to receive only that portion of his shipment remaining after deducting his proportion, as so determined, of such loss or damage, and transportation charges shall be assessed only on the quantity delivered.~~

~~The carrier will not be liable for discoloration, contamination, or deterioration of petroleum products transported, unless such discoloration, contamination, or deterioration results from negligence of the carrier in movement or handling of the product through the facilities of the carrier. In the event of such damage, each owner's share of the damaged product shall be in the same proportion as its share of the total quantity of shipments involved, and each such owner shall be allocated only its proportionate share of damaged product. The carrier shall prepare~~

~~and submit a statement to the owners showing the apportionment of the damaged product among the owners involved.~~

Rule 55. Time for Filing Claims

~~Except where property is lost or damaged in transit by carelessness or negligence of the carrier, claims for loss or damage must be made in writing to the carrier within nine (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 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 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 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 carrier will not be liable.~~

Rule 60. Use of Communication Facilities

~~Where carrier maintains private communication facilities, transmission of messages incident to a shipment may be made by carrier for the shipper without additional charge. Carrier, however, assumes no liability for nondelivery of messages, for error or delay in transmission, or for interruption of service.~~

Rule 70. Specifications

- ~~a. Petroleum products shall be accepted for transportation only when such petroleum products meet all required uniform specifications as established by carrier for all shippers.~~
- ~~b. All of the required specifications for petroleum products shall be issued from time to time to each shipper by carrier.~~
- ~~c. Such specifications may be modified from time to time in the manner and to the extent reasonably desirable to facilitate the efficient and economical use and operation of the carrier's needs for transportation.~~
- ~~d. Carrier reserves the right to refuse to accept products which are not compatible with the carrier's facilities or the products of other shippers.~~